JAMES MADISON UNIVERSITY

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7614

This contract entered into this 2nd day of November 2026, by Roofing Innovations, LLC, 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 17, 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:

By: _____
(Signature)

Mark Babb
(Printed Name)

Title: Chief Operating Officer

PURCHASING AGENCY:

By: Michael Morrison
(Signature)

Michael Morrison
(Printed Name)

Title: Lead Contract Officer and PM

Rev. 5/12/21

NEGOTIATION SUMMARY **ROOFING INNOVATIONS, LLC**

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

10/22/2026

The Primary Point of Contact for this Contract is:

Mark Babb - COO
804-447-8426
mark@roofinginnovation.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. Contractor agrees to include the PAC agreement as a part of this contract.

8. Contractor acknowledges that no late fees will be charged to the University.

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**
Project Manager/Superintendent	110.00 / hour	165.00 / hour
Roofing Foreman	95.00 / hour	142.50 / hour
Roofing Technician	75.00 / hour	112.50 / hour
Roofing Laborer	60.00 / hour	90.00 / hour

PARTS & SUPPLIES			
Item	**List Price**	**% Discount Off**	**University Price**
Membrane Products	Catalog	10%	$
Insulation Products	Catalog	10%	$
Flashing Materials	Catalog	10%	$
Metal flashing, gutters and downspouts, and fasteners/hardware	Catalog	10%	$
Caulks, mastics, coatings and adhesives	Catalog	10%	

- Production catalog items not listed above are billed at catalog price.
- Price catalog attached.

OTHER PRICING	
Credit Card Fees	**Not to exceed 3%**
Subcontractor Fees	**10%**
Equipment Rentals	**Pass-through at actual cost**
Dispatch Fee	**$195.00** (Flat fee per crew dispatched to JMU campus, charged once per crew day. Charged only when a crew is dispatched to perform work. No dispatch fee is charged for site visits to prepare estimates or quotes. Emergency dispatches carry the same rate. Travel time is not billed.
	$

- Pricing above is shown for service work (repairs, leak response, maintenance).

Production Work (re-roofs, overlays, coatings)

ITEM	PRICING
In-house labor	Estimated hours × the labor rate for each classification
Project management	Estimated hours × Project Manager / Superintendent rate ($110.00/hr), stated on each quote as a not-to-exceed amount; billed for actual hours
Subcontractor labor	Subcontractor's hours and cost itemized, plus a 10% subcontractor management fee
Materials	Material price catalog less the JMU discounts in Parts & supplies
Mobilization	Mobilization time billed as labor hours at the rates above; non-labor mobilization costs, such as safety equipment rentals, passed through at actual cost with receipts
Permits, manufacturer warranty fees, dumpsters, testing	Pass-through at actual cost with receipts; no handling fee
Project administration	Fixed amount by project size (table below)
Equipment rentals	Pass-through at actual cost

Project size	Project administration
Under $50,000	$1,500
$50,000 – $100,000	$3,500
$100,000 – $200,000	$6,500
Over $200,000	$10,000

On request, Roofing Innovations will provide subcontractor quotes and invoices so JMU can verify subcontractor costs and the 10% management fee, per Question 7.

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 Roofing Innovations, LLC, ("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 [UCPJMU7614] end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU7614, 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:

Mark Babb
Roofing Innovations, LLC
1607 Rhoadmiller Street, Suite A
Richmond, VA 23220
Email: mark@roofinginnovation.com

ACCEPTANCE

For James Madison University

Michael Morrison
Lead Contract Officer & PM

11/5/2026
Date

For Roofing Innovations, LLC

Mark Babb
COO

11/2/26
Date

Agreement #: UCPJMU7614-PAC

PROPOSAL SUBMITTED TO

JAMES MADISON UNIVERSITY

Procurement Services

In Response to RFP# MPM-1263

Roofing Inspection, Installation, Maintenance, & Replacement

Proposal Due: 2:00 PM, August 18, 2026

Submitted By:

ROOFING INNOVATIONS LLC

1607 Rhoadmiller St, Suite A

Richmond, VA 23220

804-447-8426 | sterling@roofinginnovation.com| https://roofinginnovation.com

SBSD-Certified Small Business

This proposal, and the pricing contained within it, is submitted subject to the terms of RFP# MPM-1263.

1. Transmittal Letter

Date: 8/17/26

James Madison University Procurement Services MSC 5720 752 Ott Street, Wine Price Building, First Floor, Suite 1023 Harrisonburg, VA 22807 Attn: Michael Morrison, Lead Contract Officer & Project Manager

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

Dear Mr. Morrison:

Roofing Innovations is a Class A Commercial Roofing contractor operating in Virginia, Pennsylvania and New Jersey. Our core offerings are: Leak Response and Planned Repairs, Reduced Operational Risk, Long-Term Stewardship, Predictable Capital Planning, and Portfolio-Level Visibility. Our primary customers are owners of large real estate portfolios who need reliable and repeatable roofing vendors who can identify, document, repair, maintain, or replace roofing issues across their entire portfolio.

We have held contracts with JMU, ODU, The College of William & Mary, and the University of Richmond. We count many universities municipalities, REITs and Real Estate Funds as our customers. We are a Certified Small Business, and until October, 2026, we are certified Micro.

Our home office is in Richmond, VA. Service for your facilities will be scheduled from our technicians out of this office. As one of our key accounts, you will be assigned a Relationship Manager who is your primary point of contact, resource and advocate. Our Branch Manager, Heather Sexton, will also be a key player in our relationship with your facilities personnel.

Respectfully submitted,

Authorized Signature: _____

Printed Name / Title: Mark Babb, Chief Operating Officer

2. Cover Sheet & Addenda Acknowledgment

RFP Cover Page requires firm name/address, authorized signature, and acknowledgment of any addenda issued (#1–#5).

Coversheet to follow

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:

ROOFING INNOVATIONS, LLC

1607 Rhoadmiller Street, Suite A

Richmond, VA 23220

By: _____ *(Signature)*

Name: Mark Ball *(Please Print)*

Date: 8/17/26

Title: COO

Web Address: roofinginnovation.com

Phone: 804-447-8426

Email: Mark@roofinginnovation.com

Fax #: 804-447-8429

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:
X YES; ☐ NO; *IF YES* ⇒⇒ X 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.

3. Response to Statement of Needs (RFP Section IV.O)

Per RFP Section V.A.4.c, each response below cites the corresponding RFP paragraph number and repeats the requirement text before the firm's response.

IV.O.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.

Point of Contact:
Everything starts with your designated point of contact. A Relationship Manager is assigned to your account to help identify issues, answer questions, and ensure that your work is delivered at your desired level. This Relationship Manager will also provide reports on work performed and advise on potential issues that were identified in areas adjacent to the work area.

Dispatch:
Our dedicated dispatchers make sure that our crews have full and productive days. The Relationship Manager communicates the job information to the Dispatcher for scheduling. The Dispatcher coordinates with you on the best day and time to complete the needed work.

Service Tickets:
Service Tickets include: inspections, assessments, maintenance, warranties, and repairs. You will address scope of work with your Relationship Manager. That scope of work will be communicated to Dispatch for scheduling. For exploratory or investigative work, the Relationship Manager will utilize one of our Roofing Inspectors to help identify and diagnose issues. In other cases, our Service Teams each have a qualified inspector to identify and diagnose and repair issues.

The work ticket will include scope of work. The Service Manager and Superintendent will review completed work for alignment with scope and workmanship. Upon sign-off, the ticket is approved for invoicing. With each invoice are before and after photos of the work performed. This provides you with a record of what was completed and where it was completed. Each Scoped Service Repair carries a two-year workmanship warranty. This warranty covers the work that was performed, but excludes other adjacent areas that were not part of the scope of work.

Production Tickets:
Production Tickets include: Re-roofs, coatings, overlays. You will address scope of work with your Relationship Manager and a Roofing Inspector. Together, you will determine your preferred scope of work. That scope of work is communicated to the Production Manager who will coordinate materials, labor and equipment. The Production Manager will also be the primary point of contact for that specific

project. The Relationship Manager will always be available, but specific to the larger projects, the Production Manager will own the delivery of the scope of work.

Production tickets receive daily progress reports. The daily reports include the percentage completed on the project and provide photos of the day's work. Upon final completion and completion of manufacturer punchlists, Roofing Innovations will provide all applicable manufacturer warranties.

Service Invoice and photos to follow.
Production Daily Report to follow.

ROOFING INNOVATIONS

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Service Invoice

Invoice #	**14589**
Customer PO	**P0 316702**
Invoice Date	**06/17/26**

Send To:
Virginia Commonwealth University
700 W Grace St
Richmond, VA 23284

Property:
VCU Child Development Center
1128 Floyd Ave
Richmond, VA 23220

DESCRIPTION	AMOUNT
See Page 2	**$3,466.55**

Grand Total	$3,466.55
Payments	($3,466.55)
Total Due	$0.00

Payment Terms
Net 30
ACH: TowneBank
Routing # [redacted]
Account [redacted]
Check: Roofing Innovations LLC
P.O. Box 4374, Richmond, VA 23220
Credit Card: 3.5% processing fee
(contact for payment link)
Late Fee: 2% per month on past-due balances

If you have any questions, please contact:

Mike McCabe
Email: accounting@roofinginnovation.com
Phone: (804) 839-5775

Description

Service Repairs
Front Dormer
WO# 2026-849509-002
P0 316702
Hours Worked:
06/11/2026 - Duver 10HRS
06/11/2026 - Emilio 10HRS
06/12/2026 - Duver 10HRS
06/12/2026 - Emilio 10HRS

ROOFING INNOVATIONS

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Work Completed

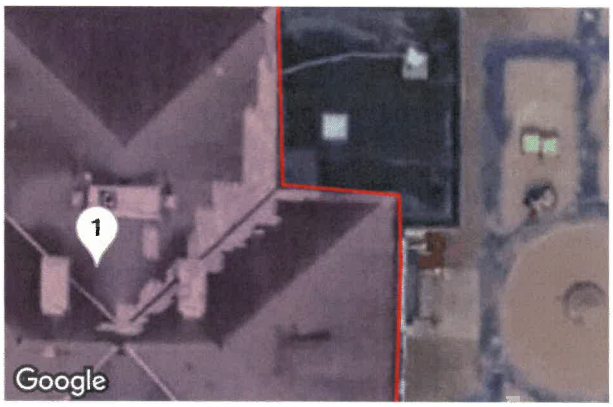
Check In/Out With: Duver

Invoice #	**14589**
Customer PO	**P0 316702**
Invoice Date	**06/17/26**

DG

Shingle Roof Leak Repair (Emergency)

Completed 06/12/26
1.00 Ea



Description:
The leak appears to be related to missing shingles, damaged roof decking, and failed flashing along the wall tie-in area on the front dormer. This repair will include replacing the affected wood decking, installing new ice and water shield, installing new 3-tab shingles, and adding new step flashing and white counter-flashing as needed to properly seal the wall transition.

Work Completed:
-Set up 48' ladder for roof access and material loading
-Remove the affected shingles and damaged materials from the repair area
-Remove and replace up to 80LF of 1x6 plank boards
-Install new 2x6 blocking/framing and screws as needed (additional charge if structural work is needed)
-Install new ice and water shield over the repaired decking area
-Install new 3-tab shingles to match the

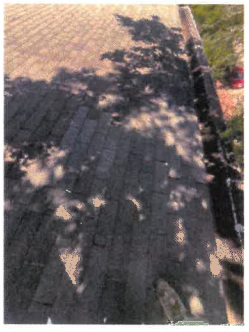
Before:






After:



existing roof as closely as possible
-Install new step flashing along the wall transition
-Install new counter-flashing as needed with white aluminum coil
-Seal the counter-flashing and any other areas with JTS1
-Clean up all construction-related debris
-Document before-and-after pictures
-Provide a 2-Year workmanship warranty through Roofing Innovations

Gmail mark babb <mark@roofinginnovation.com>

Daily Progress Report for Cell Site Ref Location: PA15846 #13809

1 message

Roofing Innovations <info@roofinginnovation.com>
To: Mark Babb <mark@roofinginnovation.com>

Wed, Aug 5, 2026 at 7:50 AM

ROOFING INNOVATIONS

Daily Progress Report
Project ID: #13809

Prepared For: VERTEX Facility Services LLC



Vertex Facility Services LLC Cell Site Ref Location: PA15846

2407 Market st
Twin Oaks, pa 19014

Sections: Section 1
Date: 08/04/2026
Project Manager: Mario Ajualip
Foreman: Mario
Weather: Clear
Crew Size: 6
Work Completed Today: Yes
High/Low Temperature: 87/71

Your project is scheduled to be substantially complete in 0 Days. This can be impacted by weather and delays beyond our control.

100 % Complete

Comments We removed300SF of existing roof and installed 300SF of new roofing



View all Photos

Distributed by Roofing Innovations - NJ LLC
12 Littell Rd
East Hanover, New Jersey 07936
http://roofinginnovation.com

Sent to: vertexfacilityservices@gmail.com

IV.O.2

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

We are one of several roofing contractors for Virginia Commonwealth University. Their portfolio consists of low slope systems utilizing EPDM, TPO, PVC and Modified Bitumen. Their steep slope systems are a mix of asphalt shingle, slate and spanish tile.

Last year, we completed inspections on over 100 of their buildings. For each building, the inspection provided the customer with an overview of their roof systems (typically more than 1 system per building), general observation photos, and a list of deficiencies with photos and locations of those deficiencies. This year, we are in the process of inspecting over 120 of their buildings and providing the same type of reporting.

The university requested inspections, we provided a quote for inspections and scheduled the inspections over an agreed upon timeline. Included with the invoice was the inspection report and pricing for repairing the deficiencies.

Inspection Report to follow

ROOFING INNOVATIONS

Inspection Report



Prepared For:

Virginia Commonwealth University
Millhiser Carriage House
916 W Franklin St Rear
Richmond, VA 23284

Virginia Commonwealth University
Millhiser Carriage House
916 W Franklin St Rear
Richmond, VA 23284

ROOFING INNOVATIONS

Site Overview

Total Sections: 2
Total Sq/Ft: 1,924



Map	Section Name	Sq/Ft	Grade
1	Section 1	1,521	F
2	Section 2	403	C

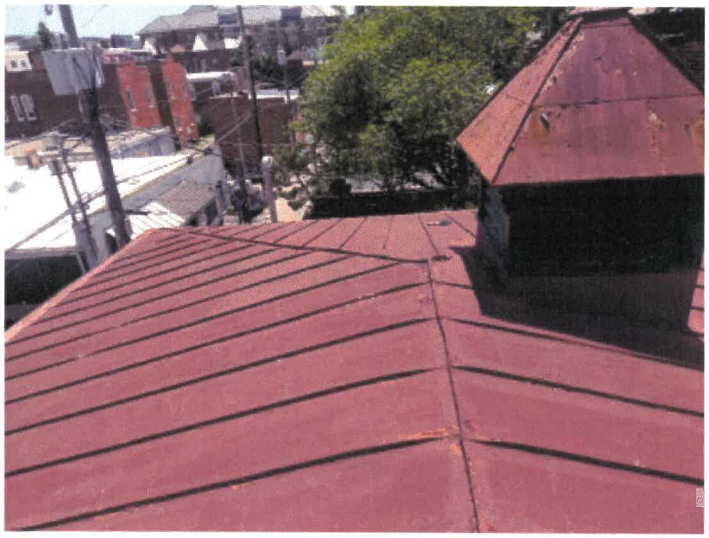
Section Overview

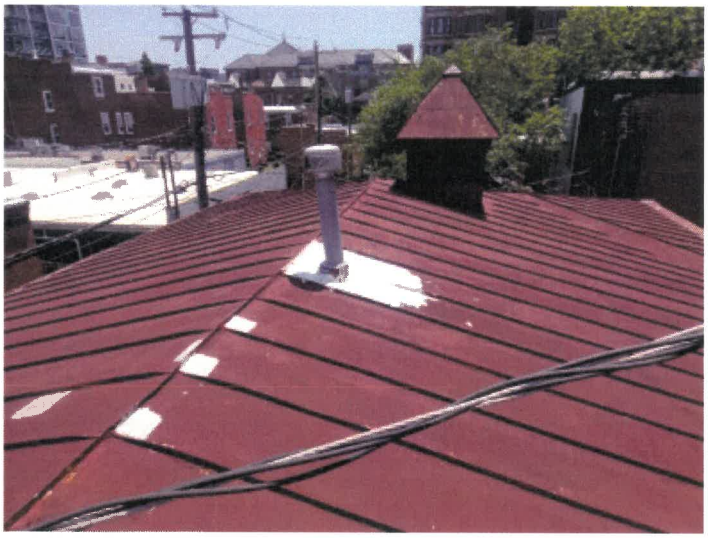
Section: Section 1
Size: 1,521
Overall Grade: F

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews











Observations

Section: Section 1
Size: 1,521
Overall Grade: F

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews





Parapet/Coping
Photo documents the condition of parapet walls, coping caps, joints, and associated flashing details.



Drainage Method
Photo shows the roof drainage system, including the method of drainage and its general operating condition.

Observations

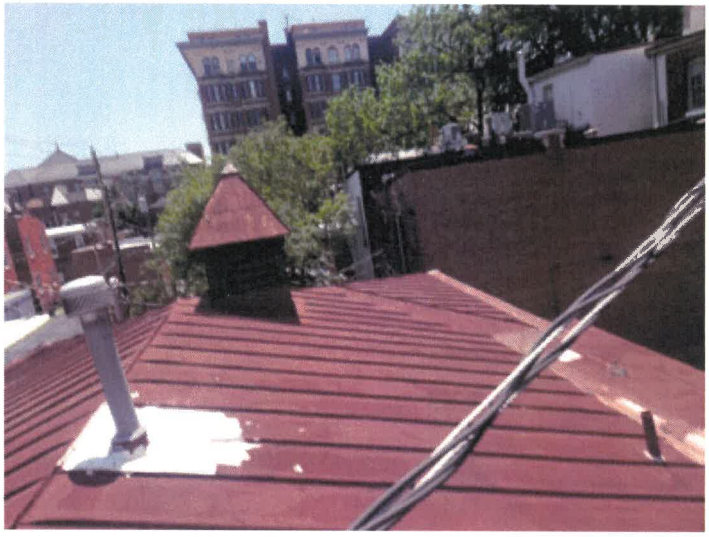
Section: Section 1
Size: 1,521
Overall Grade: F

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews





Drainage Method
Photo shows the roof drainage system, including the method of drainage and its general operating condition.



Roof Penetrations
Photo shows the general condition of roof penetrations, including flashing, boots, pitch pans, and sealant.

Observations

Section: Section 1
Size: 1,521
Overall Grade: F

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews





Wall Flashing Termination
Photo documents the termination of wall flashings, including termination bars, sealant, and securement.



Metal Condition
Photo shows the general condition of the metal and identifies any visible weathering or deterioration.

Observations

Section: Section 1
Size: 1,521
Overall Grade: F

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews





Metal Condition
Photo shows the general condition of the metal and identifies any visible weathering or deterioration.

Deficiencies

Section: Section 1
Size: 1,521
Overall Grade: F

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews





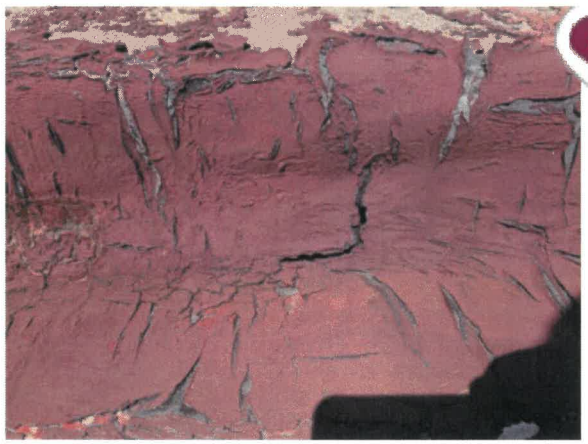
1

Metal - Oxidation or Rust (Emergency)
Quantity: 1,000.00 SF

Deficiency:
Metal roof panels, flashing, or accessories have oxidation or rust, which may weaken the metal, reduce service life, and create a potential leak source if left uncorrected. Materials: rust-inhibiting primer, compatible coating, liquid flashing, reinforcing fabric, and compatible sealant where required.

Corrective Action:
Clean and prepare the rusted metal area, remove loose oxidation, apply rust-inhibiting primer, seal affected seams or transitions where required, and apply compatible coating to protect the metal.

Estimated Repair Cost:
$14,000



2

Mod Bit - Remove And Replace Damaged/ Loose Wall Flashing (MB09) (Emergency)
Quantity: 20.00 SF

Deficiency:
Wall flashing is loose, sagging, or damaged.

Corrective Action:
Remove existing wall flashing and basesheet if necessary. prime with asphalt primer, install new wall flashing

Estimated Repair Cost:
$1,988

Deficiencies

Section: Section 1
Size: 1,521
Overall Grade: F

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews





Metal Roof Coating (Emergency)

Quantity: 16.00 SF

Deficiency:
Metal roof has deteriorated

Corrective Action:
Clean affected areas, install roof coating over area

Estimated Repair Cost:
$2,404

Virginia Commonwealth University
Millhiser Carriage House
916 W Franklin St Rear
Richmond, VA 23284

ROOFING INNOVATIONS

Summary

Section: Section 1
Size: 1,521
Overall Grade: F

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews



Condition Summary

Membrane:	F
Flashings:	F
Sheet Metal:	F
Overall:	F
Estimated Replace:	2027

A **Roof is "New" or in "Like New" condition.** Continue to monitor and maintain.
B **Roof is "Good" condition.** General repairs may be required and a maintenance program may minimize unnecessary leaks
C **Roof is in "Fair" condition.** The roof is beginning to show age-related deficiencies, or is a newer roof that is not performing as expected. A maintenence program may help prevent unnecessary leaks and minimize repair costs.
D **Roof is in "Poor" condition and is nearing the end of its useful life.** Repairs could help reduce unexpected leaks, depending on the severity.
F **Roof has failed.** The roof has exceeded its expected service life. While it may be possible to address active leaks, it should be assumed that leaks will continue to develop.

Recommendations:
Roof Installed prior to Roofing Innovations starting to collect historical aerial imagery in 2014. Roof has a lot of rust spots and the roof coating is chipping. Recommended to replace roof as soon as budget allows to keep building from sustaining interior leaks.

Estimated Repair Cost: $18,392
Estimated Replacement Cost: $38,025

Budget Module

Section: Section 1
Size: 1,521
Overall Grade: F

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews



1 - Section 1 (1,521 SF) Grade F

Deficiencies	Qty	Emergency	Proactive	Replacement
Metal - Oxidation or Rust	1,000.00 SF	$14,000		
Mod Bit - Remove And Replace Damaged/ Loose W	20.00 SF	$1,988		
Metal Roof Coating	16.00 SF	$2,404		
Full Replacement	1,521 SF			$38,025
Total		**$18,392**	**$0**	**$38,025**

Section Overview

Section: Section 2
Size: 403
Overall Grade: C

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews







Observations

Section: Section 2
Size: 403
Overall Grade: C

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews





Membrane Condition
Photo shows the general condition of the roof membrane and identifies the membrane type, including any visible weathering or deterioration.



Wall Flashing Termination
Photo documents the termination of wall flashings, including termination bars, sealant, and securement.

Virginia Commonwealth University
Millhiser Carriage House
916 W Franklin St Rear
Richmond, VA 23284

ROOFING INNOVATIONS

Summary

Section: Section 2
Size: 403
Overall Grade: C

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews



Condition Summary

Membrane:	C
Flashings:	C
Sheet Metal:	C-
Overall:	C
Estimated Replace:	2031

A **Roof is "New" or in "Like New" condition.** Continue to monitor and maintain.
B **Roof is "Good" condition.** General repairs may be required and a maintenance program may minimize unnecessary leaks
C **Roof is in "Fair" condition.** The roof is beginning to show age-related deficiencies, or is a newer roof that is not performing as expected. A maintenence program may help prevent unnecessary leaks and minimize repair costs.
D **Roof is in "Poor" condition and is nearing the end of its useful life.** Repairs could help reduce unexpected leaks, depending on the severity.
F **Roof has failed.** The roof has exceeded its expected service life. While it may be possible to address active leaks, it should be assumed that leaks will continue to develop.

Recommendations:
Roof Installed between April 2015 and November 2015. No recommended repairs. Estimated 3-5 years left of serviceable life in this roof system.

Estimated Repair Cost: $0
Estimated Replacement Cost: $9,672

Budget Module

Section: Section 2
Size: 403
Overall Grade: C

Inspection Date: 07/01/2026
Inspected By: VA - Elijah Crews



2 - Section 2 (403 SF) Grade C

Deficiencies	Qty	Emergency	Proactive	Replacement
Full Replacement	403 SF			$9,672
Total		**$0**	**$0**	**$9,672**

Virginia Commonwealth University
Millhiser Carriage House
916 W Franklin St Rear
Richmond, VA 23284

ROOFING INNOVATIONS

Site Overview

Total Sections: 2
Total Sq/Ft: 1,924

A **Roof is "New" or in "Like New" condition.** Continue to monitor and maintain.

B **Roof is "Good" condition.** General repairs may be required and a maintenance program may minimize unnecessary leaks

C **Roof is in "Fair" condition.** The roof is beginning to show age-related deficiencies, or is a newer roof that is not performing as expected. A maintenence program may help prevent unnecessary leaks and minimize repair costs.

D **Roof is in "Poor" condition and is nearing the end of its useful life.** Repairs could help reduce unexpected leaks, depending on the severity.

F **Roof has failed.** The roof has exceeded its expected service life. While it may be possible to address active leaks, it should be assumed that leaks will continue to develop.



1 - Section 1 (1,521 SF) Grade F

Deficiencies	Qty	Emergency	Proactive	Replacement
Metal - Oxidation or Rust	1,000.00 SF	$14,000		
Mod Bit - Remove And Replace Damaged/ Loose W	20.00 SF	$1,988		
Metal Roof Coating	16.00 SF	$2,404		
Full Replacement	1,521 SF			$38,025
Total		**$18,392**	**$0**	**$38,025**

2 - Section 2 (403 SF) Grade C

Deficiencies	Qty	Emergency	Proactive	Replacement
Full Replacement	403 SF			$9,672
Total		**$0**	**$0**	**$9,672**

	Emergency	Proactive	Replacement
Budget Totals	**$18,392**	**$0**	**$47,697**

IV.O.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.

Recently Completed Projects

Project ID	Owner	Project Name	Location	Dollar Value	Completion Date	Contact Names	Change Orders
11692	Danville Public Schools	Re-roof: Woodberry Hills Elementary School	Danville, VA	$20,485.00	5/27/26 - 5/29/26	Michael McVay	None
13144	Old Dominion University	ODU parapet encapsulation	Norfolk, VA	$104,734.00	3/16/26 - 4/1/26	Scott Burris	None
14451	Virginia Commonwealth University	Repairs from TERP	Richmond, VA	$811.06	6/2/26 - 6/2/26	Amanda Torres	None
11824	Virginia Union University	Scope repairs	Richmond, VA	$5,462.00	7/8/26 - 7/14/24	Rashad Towns	None
14589	Virginia Commonwealth University	Scope Repairs	Richmond	$3,467.00	6/11/26 - 6/12/26	Amanda Torres	None

Job reports to follow

ROOFING INNOVATIONS

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Service Invoice

Invoice #	**11692-1**
Customer PO	**PO 2603079**
Invoice Date	**05/20/26**

Send To:
Danville Public Schools
PO Box 9600
Danville, VA 24543

Property:
Woodberry Hills Elementary School
614 Audubon Dr
Danville, VA 24540

DESCRIPTION	AMOUNT
Roof Replacement PO 2603079	**$20,485.00**

Grand Total	$20,485.00
Payments	($20,485.00)
Total Due	$0.00

Payment Terms
Net 30
ACH: TowneBank Routing [redacted]
Check: P.O. Box 4374, Richmond, VA 23220.
CC: 3.5% processing fee (contact for payment link).
Late Fee: 2% per month on past-due balances.

If you have any questions, please contact:

Mike McCabe
Email: accounting@roofinginnovation.com
Phone: (804) 839-5775

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Work Completed

Check In/Out With: Duver

DG

Invoice #	**11692-1**
Customer PO	**PO 2603079**
Invoice Date	**05/20/26**

TPO Roof Replacement

Completed 06/01/26
1.00 Ea



Description:
We will remove the existing roof system down to the substrate and install a tapered insulation package to provide proper slope and drainage. A new .060 TPO membrane will then be installed over the insulation. New edge metal and cover strip will be installed, and all penetrations will be properly flashed as needed. The new roof system will include 2 years of preventative roof maintenance visits and a 20-year NDL warranty through Mule-Hide.

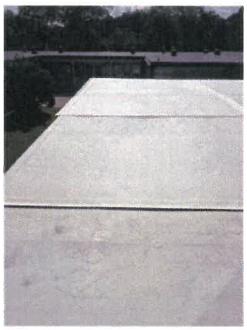
Work Completed:
- Create slope for roof system utilizing tapered ISO panels
- Mechanically attach Q ISO panel on eave of roof
- Mechanically attach 2" ISO base with Q panel going up the roof
- Mechanically attach 2 layers of 2" ISO panels with Q panel on top to create Ridge
- Install TPO utilizing Aeroweb adhesive
- Install drip edge on perimeter of roof
- Install cover strip

Before:






After:






- Clean up all job related debris
- 2 year workmanship warranty
- 2 years of Preventative Roof Maintenance
- Mule-Hide 20yr NDL Material & Labor Warranty

ROOFING INNOVATIONS

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Service Invoice

Invoice #	**11824-1**
Invoice Date	**07/07/26**

Send To:
Virginia Union University
1500 N Lombardy St
Richmond, VA 23220

Property:
Pickford Hall
1500 N Lombardy St
Richmond, Virginia 23220

DESCRIPTION	AMOUNT
Slate Repairs	**$5,462.00**

Grand Total	$5,462.00
Payments	($5,462.00)
Total Due	$0.00

Payment Terms
Net 30
ACH: TowneBank
Routing [redacted]
Account [redacted]
Check: Roofing Innovations LLC
P.O. Box 4374
Richmond, VA 23220
Credit Card: 3.5% processing fee
(contact for payment link)
Late Fee: 2% per month on past-due balances

If you have any questions, please contact:

Mike McCabe
Email: accounting@roofinginnovation.com
Phone: (804) 839-5775

ROOFING INNOVATIONS

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Work Completed

Check In/Out With:

Invoice # 11824-1
Invoice Date 07/07/26

Slate Repair/Inspection (Emergency)

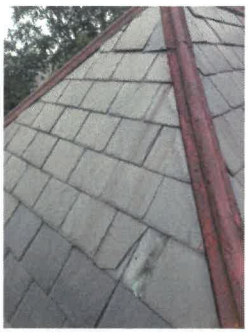
Completed 07/08/26
1.00 Ea

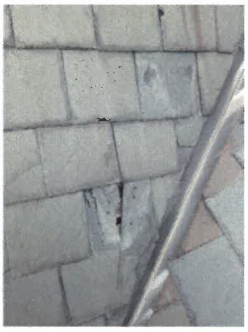


Description:
We will provide a quote to rent a lift for one day in order to access the roof and complete the necessary repairs. The quote will include the materials we anticipate needing; however, a change order may be required depending on the conditions found once the system is accessed with the lift. The full extent of the damage cannot be determined until a closer inspection is performed.

Work Completed:
-Inspect the interior at the active leak location to determine entry points
-Utilize an articulating lift to access the slate roof system
-Inspect the slate roof for damaged slate, flashing, or other deficiencies
-If repairs require more than one day, provide a change order with the necessary materials, labor, and time, and notify the client promptly after inspection
-Replace damaged slate, flashing, or other components as needed to stop the active leak
-If time allows, inspect the surrounding areas near the active leak and complete additional minor repairs to prevent future leaks

Before:







After:

-Clean up all construction-related debris
-Document repairs with before-and-after photos
-Provide a 2-Year Workmanship Warranty









ROOFING INNOVATIONS

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Service Invoice

Invoice #	**14451**
Customer PO	**P0 316702**
Invoice Date	**06/03/26**

Virginia Commonwealth University
700 W Grace St
Richmond, VA 23284

Property:
VCU Biotech Center
800 E Leigh St
Richmond, VA 23219

DESCRIPTION	AMOUNT
Service Repairs WO# 2026-848972-002 P0 316702 Hours Worked: 06/02/2026 - Elijah 4HRS 06/02/2026 - McKel 4HRS	**$811.06**

Grand Total $811.06

Payment Terms
Net 30
ACH: TowneBank
Routing [redacted]
Account [redacted]
Check: Roofing Innovations LLC
P.O. Box 4374, Richmond, VA 23220
Credit Card: 3.5% processing fee
(contact for payment link)
Late Fee: 2% per month on past-due balances

If you have any questions, please contact:

Mike McCabe
Email: accounting@roofinginnovation.com
Phone: (804) 839-5775

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Work Completed

Check In/Out With:

Invoice #	**14451**
Customer PO	**P0 316702**
Invoice Date	**06/03/26**

EPDM - Open Seams (Emergency)

Completed 06/02/26
25.00 LF



Description:
Open seams in the waterproofing membrane are typically caused by failing seam adhesives coupled with membrane shrinkage and stress on the seams.

Work Completed:
-Inspect the interior at the reported active leak area to help identify the leak source
-Inspect the EPDM roof system and locate all deficiencies
-Clean all identified deficiencies per manufacturer requirements
-Prime all repair areas using low-VOC primer
-Install EPDM repairs as needed using the appropriate materials per manufacturer specifications:
--Uncured EPDM flashing for seams, transitions, and detailing
--Cured EPDM patches for field membrane punctures, rips, and tears
-Apply lap sealant around the perimeter of all EPDM patches and flashing installed
-Clean up and remove all construction-related debris from the site
-Document before-and-after photos of the completed repairs

Before:






After:





-Provide a 2-Year workmanship warranty through Roofing Innovations

ROOFING INNOVATIONS

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Service Invoice

Invoice #	**14589**
Customer PO	**P0 316702**
Invoice Date	**06/17/26**

Virginia Commonwealth University
700 W Grace St
Richmond, VA 23284

Property:
VCU Child Development Center
1128 Floyd Ave
Richmond, VA 23220

DESCRIPTION	AMOUNT
See Page 2	**$3,466.55**

Grand Total $3,466.55

Payment Terms
Net 30
ACH: TowneBank
Routing [redacted]
Account
Check: Roofing Innovations LLC
P.O. Box 4374, Richmond, VA 23220
Credit Card: 3.5% processing fee
(contact for payment link)
Late Fee: 2% per month on past-due balances

If you have any questions, please contact:

Mike McCabe
Email: accounting@roofinginnovation.com
Phone: (804) 839-5775

Description

Service Repairs
Front Dormer
WO# 2026-849509-002
P0 316702
Hours Worked:
06/11/2026 - Duver 10HRS
06/11/2026 - Emilio 10HRS
06/12/2026 - Duver 10HRS
06/12/2026 - Emilio 10HRS

ROOFING INNOVATIONS

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Work Completed

Check In/Out With: Duver

Invoice #	**14589**
Customer PO	**P0 316702**
Invoice Date	**06/17/26**

DG

Shingle Roof Leak Repair (Emergency)

Completed 06/12/26
1.00 Ea

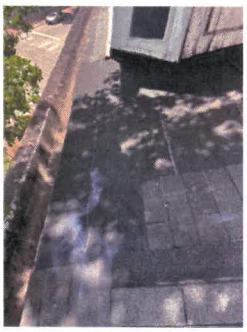


Description:
The leak appears to be related to missing shingles, damaged roof decking, and failed flashing along the wall tie-in area on the front dormer. This repair will include replacing the affected wood decking, installing new ice and water shield, installing new 3-tab shingles, and adding new step flashing and white counter-flashing as needed to properly seal the wall transition.

Work Completed:
-Set up 48' ladder for roof access and material loading
-Remove the affected shingles and damaged materials from the repair area
-Remove and replace up to 80LF of 1x6 plank boards
-Install new 2x6 blocking/framing and screws as needed (additional charge if structural work is needed)
-Install new ice and water shield over the repaired decking area
-Install new 3-tab shingles to match the

Before:



After:






existing roof as closely as possible
-Install new step flashing along the wall transition
-Install new counter-flashing as needed with white aluminum coil
-Seal the counter-flashing and any other areas with JTS1
-Clean up all construction-related debris
-Document before-and-after pictures
-Provide a 2-Year workmanship warranty through Roofing Innovations

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Service Invoice

Invoice #	**13144**
Customer PO	**PO 05289601**
Invoice Date	**04/03/26**

Old Dominion University
Attn: J. Caja, Capital Accounting
4401 Powhatan Avenue, Suite 111
Norfolk ,Virginia 23529

Property:
ODU Virginia Beach Center
1881 University Dr
Virginia Beach, VA 23453

DESCRIPTION	AMOUNT
Service Repairs PO 05289601	**$104,734.00**

Grand Total **$104,734.00**

Payment Terms
Net 30
ACH: TowneBank Routing [redacted] Acct [redacted]
Check: P.O. Box 4374, Richmond, VA 23220.
CC: 3.5% processing fee (contact for payment link).
Late Fee: 2% per month on past-due balances.

If you have any questions, please contact:

Mike McCabe
Email: accounting@roofinginnovation.com
Phone: (804) 839-5775

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

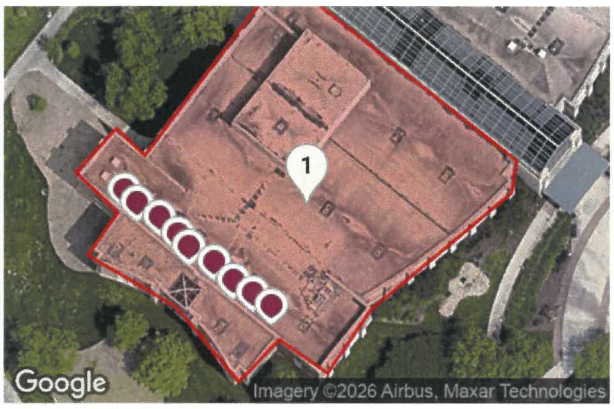
Work Completed

Check In/Out With: Kay Sotheareath

Invoice #	**13144**
Customer PO	**PO 05289601**
Invoice Date	**04/03/26**

Parapet Wall Leak (Option 3 TO Encapsulation) (Emergency)

Completed 04/01/26
598.00 LF



Description:
The existing parapet wall is leaking. Previous repairs have included installing additional sealant over counterflashing anchors and installing additional sealant on the counterflashing to the masonry wall intersection.

Work Completed:
Scope:
-Mobilize to service ticket
-Set up fall protection and any required safety measures daily
-Remove existing parapet cap with intent to reuse after membrane repair.
-Adhere membrane to existing parapet wall up and over parapet wall and terminate
-Clean and Prepare existing membrane for repair
-Weld newly adhered membrane to existing roof membrane to cover existing counter flashing
-Reinstall coping cap over newly installed membrane
-Documentation of work completed

Before:






After:






Inclusions:
-All labor to complete scope of work
-All material required for specified repairs
-1 year workmanship warranty
-Before and After Photograph along with aerial locations of all repairs
-Scope of work will be completed on consecutive days until the project is substantially complete, weather and unforeseen conditions permitting.

Exclusion:
-Preexisting structural damage to parapet wall, roof deck, existing roof system, or building interior.
-Roof areas not directly specified in the scope of work
-Disconnection, Modification, Reconnection of equipment components belonging to trades including but not limited to HVAC Units, Electrical Conduits, gas piping, solar systems, satellite equipment, mechanical equipment.

IV.O.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.

Roofing Innovations provides a one year workmanship warranty on all repairs and installations. Warranty coverage starts on the date of completion and covers all work performed under the scope of work. Material will fall under manufacturer's warranty.

IV.O.5

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

Certifications to follow

License Details Complaints

Name	ROOFING INNOVATIONS LLC
License Number	2705173006
License Description	Contractor
Firm Type	LLC - Limited Liability Company
Rank	Class A
Address	1607 RHOADMILLER ST SUITE A, RICHMOND, VA 23220
Specialties	Roofing (ROC)
Initial Certification Date	2019-09-27
Rank Effective Date	2019-09-27
Expiration Date	2027-09-30

The license information in this application was last updated at Thu Jul 30 02:50:18 EDT.

License Lookup legal disclaimer

January 28, 2025

Roofing Innovations LLC
12-16 Littell Road Suite 1B
East Hanover, NJ 07936
US

Project:

To Whom It May Concern:

This letter is to confirm that Roofing Innovations LLC in East Hanover, NJ is a Carlisle Authorized Applicator.

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

Sincerely,



Waymon Cassell

/ems

REPAIR CONTRACTOR DATABASE AGREEMENT

License# 40015393

This Repair Contractor Database Agreement ("**AGREEMENT**") is made as of December 6, 2024 ("**EFFECTIVE DATE**") by and between **Holcim Solutions and Products US, LLC**, an Indiana limited liability company ("**HOLCIM**"), and ROOFING INNOVATIONS - PA LLC("**CONTRACTOR**"), a (an) *Limited Liability Company (LLC)*.

WITNESSETH:

WHEREAS HOLCIM is in the business of manufacturing, distributing, and selling building products, systems, and warranties (the "**BUILDING PRODUCTS**"), and CONTRACTOR is in the business of installing and repairing building products and systems; and

WHEREAS HOLCIM and CONTRACTOR (each, a "**PARTY**" and collectively, the "**PARTIES**") are interested in establishing a relationship for the possible repair of BUILDING PRODUCTS warranted by HOLCIM.

NOW, THEREFORE, the PARTIES hereby agree as follows:

1. TERM; TERMINATION

This AGREEMENT shall become effective on the EFFECTIVE DATE and shall, unless otherwise terminated in accordance with the provisions hereof, continue in effect for an indefinite term (the "**TERM**"). Either PARTY in its sole discretion may terminate this AGREEMENT immediately upon written notice to the other PARTY.

2. DATABASE; PURCHASE ORDERS

(a) Database. During the TERM, CONTRACTOR will be eligible for selection by HOLCIM to perform repair work on the BUILDING PRODUCTS. In furtherance of the foregoing, HOLCIM may list CONTRACTOR in its "Repair Contractor" database(s) available to the public on HOLCIM's website(s) (the "**DATABASE(S)**"); provided, that HOLCIM shall not have any liability to CONTRACTOR arising out of the use or performance of its website(s), including any delay or inability to use the website(s). For the avoidance of doubt, this AGREEMENT does not cover any repair work required to be performed pursuant to any Building Envelope Systems Applicator Agreement with HOLCIM or any of its affiliates. Upon termination of this AGREEMENT, HOLCIM shall remove all references to CONTRACTOR from the DATABASE(S).

(b) Purchase Orders. At any time and from time to time during the TERM, HOLCIM may (but is not required to) issue a work order or purchase order (each, a "**PURCHASE ORDER**") to CONTRACTOR for repair work and any other services to be performed by CONTRACTOR (the "**SERVICES**") on buildings where the BUILDING PRODUCTS have been installed.

3. CONTRACTOR DUTIES

(a) PURCHASE ORDERS. If CONTRACTOR accepts a PURCHASE ORDER issued by HOLCIM, CONTRACTOR shall timely and fully perform the SERVICES described therein and adhere to any and all terms and conditions as may be set forth in the applicable PURCHASE ORDER. CONTRACTOR shall use commercially reasonable efforts to ensure that appropriate personnel is on site ready to: (i) investigate and repair leak sources that CONTRACTOR can locate and (ii) perform any other SERVICES as may be set forth in the applicable PURCHASE ORDER within forty-eight (48) hours of CONTRACTOR'S acceptance of a PURCHASE ORDER.

(b) Work Standards. CONTRACTOR shall perform the SERVICES in accordance with applicable industry standards. CONTRACTOR warrants that all SERVICES shall be performed in a safe, good and workmanlike manner and that the SERVICES, including all materials and equipment used by CONTRACTOR to perform the SERVICES, shall conform to all requirements and specifications identified in this AGREEMENT and in the applicable PURCHASE ORDER and shall be free from defects in materials and workmanship. All SERVICES not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. CONTRACTOR shall use commercially reasonable efforts to locate all roof leaks on the site in accordance with the work standards set forth in this Section 3(b).

Docusign Envelope ID: 9F229CD7-48FA-41CD-8C84-A032F53065DA

(c) Equipment, Supplies and Expenses. CONTRACTOR shall provide all equipment and supplies to properly perform the SERVICES, and shall pay for all fuel, uniforms, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to employees of CONTRACTOR, and all other expenses whatsoever incurred in the performance of the SERVICES.

(d) Licenses. CONTRACTOR shall obtain at its own cost all licenses (including professional licenses), permits, certificates, and authorizations necessary for CONTRACTOR to do business in all jurisdictions where any part of the SERVICES are to be performed. CONTRACTOR shall also obtain all licenses, permits, certificates, and authorizations necessary in connection with CONTRACTOR's performance of the SERVICES, and give all notices required under applicable law.

(e) Employees. CONTRACTOR shall, at all times, enforce strict discipline and good order among its employees and shall not employ to perform the SERVICES any unfit person or anyone not skilled in performance of the SERVICES. CONTRACTOR shall take all action necessary to ensure that its employees shall at all times work in harmony with, and shall not interfere with or disrupt, the activities of the building owner or any other contractor or third party at the work site. CONTRACTOR shall provide a competent and well trained on-site supervisor for performance of the SERVICES. CONTRACTOR shall maintain an employee training program to ensure maximum efficiency of performance of the SERVICES and to ensure the safety of all persons at the work site. CONTRACTOR shall keep the work site free from accumulation of waste materials or rubbish caused by CONTRACTOR's operations.

(f) Compliance. CONTRACTOR shall (and shall cause its personnel to) (a) comply with all requirements of local, state, federal, applicable country, foreign, and international laws, rules and regulations applicable to the subject matter of this AGREEMENT, (b) conduct its business affairs under this AGREEMENT in accordance with the principles set forth in HOLCIM'S code of ethics, code of conduct or similar policies, (c) refrain from making any payment or granting any other consideration to another party in connection with any matter covered by this AGREEMENT for any illegal or improper purpose, and (d) refrain from making any disparaging statements concerning HOLCIM, its affiliates, or the BUILDING PRODUCTS.

(g) Documentation; Invoices.

i. Documentation. CONTRACTOR shall prepare and complete all documentation as may be set forth in the applicable PURCHASE ORDER or as otherwise required by HOLCIM in connection with the SERVICES. In preparing all such documentation, CONTRACTOR will separate and list all costs associated with material and labor as well as warrantable and non-warrantable repairs.

ii. Warrantied Services. For all SERVICES covered by a current HOLCIM warranty, CONTRACTOR shall send all documentation and the associated invoice within thirty (30) days of completing the SERVICES to HOLCIM. HOLCIM will accept billings via e-mail provided that all supporting documents are attached to the message. CONTRACTOR will not be paid for any SERVICES billed after such date.

iii. Non-Warrantied Services. For all other SERVICES, CONTRACTOR shall use commercially reasonable efforts to invoice the owner of the building(s) where the SERVICES are performed.

(h) Temporary Repairs. When responding to a leak service call on HOLCIM's behalf and permanent repairs are not possible due to inclement weather or for any other reason beyond CONTRACTOR's control, CONTRACTOR agrees that it will always attempt a temporary repair, if feasible, to the BUILDING PRODUCTS, warrantable or non-warrantable, subject to any dollar limitations set forth in the applicable PURCHASE ORDER or otherwise notified to CONTRACTOR, to try to stop water intrusion into the building until permanent repairs to the BUILDING PRODUCTS may be made and coordinated with the building owner.

(i) Permanent Repairs To Non-Warrantable Items. If a permanent repair of a leak can feasibly be performed within the dollar limit initially authorized and the leak source is clearly a non-warrantable item (e.g., cuts, tears, punctures, etc.), CONTRACTOR shall perform the permanent repair and invoice the building owner. Whenever possible, CONTRACTOR will show any non-warrantable deficiencies to the building owner prior to undertaking the repair. CONTRACTOR must submit to HOLCIM before and after pictures of all repairs, whether permanent or temporary, warrantable, or non-warrantable.

(j) Repairs to Building Components. HOLCIM shall not be invoiced for repairs, permanent or temporary, to building components that are not included in the HOLCIM warranty, including, but not limited to walls, windows, siding, mechanical equipment, plumbing, piping, or electrical systems. Such repairs must be invoiced to the owner of the building where the SERVICES are performed. CONTRACTOR is solely responsible for seeking and receiving building owner's authorization for non-warranted repairs to non-HOLCIM products.

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(k) Insurance. CONTRACTOR shall maintain commercial general liability insurance with companies reasonably acceptable to HOLCIM with limits of at least $2,000,000 per occurrence combined single limit, which insurance shall be primary and not entitled to contribution from any insurance maintained by HOLCIM and may be satisfied by a combination of primary, umbrella, and/or excess liability insurance policies. Such insurance shall contain a waiver of subrogation clause in favor of Holcim and Holcim Solutions and Products US, LLC shall be made an additional insured under the policy with respect to all operations or services performed by CONTRACTOR installing the BUILDING PRODUCTS. CONTRACTOR'S policy shall evidence the following endorsements: Additional Insured – Owners, Lessees or Contractors – Schedule Person or Organization CG 2010 (0413) or its equivalent and Additional Insured – Owners, Lessees or Contractors – Completed Operations – CG 2037 (0413) or its equivalent. CONTRACTOR shall also maintain Contractor's Pollution Liability - $1 Million Limit of Liability– specifically addressing coverage for mold. The policies required in this Section 3 shall not be canceled, nor reduced in coverage, until after thirty (30) days' written notice to HOLCIM. Certificates of insurance shall be furnished to HOLCIM upon request.

(l) Holcim Products Required. CONTRACTOR shall only use Elevate or GenFlex or Gaco branded products, as applicable, to perform permanent repairs to the BUILDING PRODUCTS unless CONTRACTOR receives prior written consent of a representative of Holcim Warranty Services.

(m) Excess Costs. CONTRACTOR agrees not to invoice HOLCIM for any SERVICES in excess of the amount set forth in the applicable PURCHASE ORDER unless CONTRACTOR has contacted a Holcim Warranty Services representative prior to the completion of repairs and has received written approval for the additional expenditures exceeding the original amount issued.

(n) CONTRACTOR Warranty. For all permanent repairs CONTRACTOR performs to the BUILDING PRODUCTS under this AGREEMENT, whether warrantable or non-warrantable, CONTRACTOR shall be responsible for its installation workmanship. In the event that CONTRACTOR performs repairs to the BUILDING PRODUCTS according to Elevate or GenFlex or Gaco technical specifications, as applicable, and such repairs fail due to workmanship within two (2) years, CONTRACTOR shall provide labor to perform repairs. CONTRACTOR shall invoice HOLCIM for materials only to perform such repairs. In no event shall the period covered by CONTRACTOR'S obligation to perform repairs as required by this section exceed the effective term of the HOLCIM warranty.

(o) Installer's 2-Year Obligation. If repairs are warrantable in nature and are covered by CONTRACTOR's 2-year obligation as specified in CONTRACTOR'S Building Envelope Systems Applicator Agreement with HOLCIM or its affiliate, as applicable, HOLCIM will invoice CONTRACTOR for warrantable repair costs when CONTRACTOR is unable or unwilling to respond to a HOLCIM PURCHASE ORDER and HOLCIM assigns another authorized repair contractor to investigate the leak and perform repairs.

(p) Continuity. In order to ensure high quality customer service, HOLCIM will attempt, in its sole discretion and to the extent practicable, to use the same contractor for repairs on a building as the contractor that installed the BUILDING PRODUCTS. In the event that CONTRACTOR is more than two hundred (200) miles from the place of original installation of the BUILDING PRODUCTS warranted by HOLCIM, CONTRACTOR agrees to limit travel expenses charged to HOLCIM to the lesser of: (a) actual mileage multiplied by the standard reimbursable mileage rate suggested by the IRS, or (b) $200.00.

(q) Intellectual Property. The words "Holcim Solutions and Products US, LLC" and/or any parts of said name or any trademarks, service marks, trade names, or logos of HOLCIM or of any of its affiliates or any simulation thereof (the "**HOLCIM MARKS**") will not be used as part of CONTRACTOR's corporate, business, or trade name or internet domain name. CONTRACTOR acknowledges and agrees that the HOLCIM MARKS, including any such marks applied to signs, BUILDING PRODUCTS or to any labels affixed to BUILDING PRODUCTS, are the sole and exclusive property of HOLCIM in all countries of the world and constitute part of the goodwill and business of HOLCIM.

(r) Indemnification. CONTRACTOR shall indemnify, defend, and hold harmless HOLCIM and its officers, directors, shareholders, employees, agents, representatives, and affiliates from and against any and all claims, demands, damages, liabilities, judgments, awards, settlements, losses, costs, and expenses, including, without limitation, costs of litigation and reasonable attorneys' fees ("**DAMAGES**"), resulting from or arising out of: (a) a breach of this AGREEMENT by CONTRACTOR or any of its affiliates, subcontractors, agents, or employees; (b) any gross negligence or willful misconduct by CONTRACTOR or its affiliates, subcontractors, agents, or employees; (c) a violation of law by CONTRACTOR or its affiliates, subcontractors, agents, or employees; and/or (d) any claims brought by CONTRACTOR'S employees that a relationship, other than that of independent contractor, exists between HOLCIM and CONTRACTOR and/or its employees, or any other employment based complaint or grievance. If any DAMAGES are caused by the negligence or fault of both CONTRACTOR, on the one hand, and HOLCIM, on the other hand, the apportionment of said DAMAGES shall be shared between CONTRACTOR and HOLCIM based upon the comparative degree of each other's negligence or fault, and each shall be responsible for its own defense and costs, including but not limited to the costs of defense, attorneys' fees, witnesses' fees, and expenses incident thereto.

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(s) Confidentiality. CONTRACTOR hereby covenants that neither it nor its directors, officers, employees, or agents will disclose or suffer the disclosure of any of HOLCIM's confidential information or trade secrets, which shall include, but not be limited to, customer lists, product information, prices, warranty information, and territories (collectively, "**CONFIDENTIAL INFORMATION**"). Upon HOLCIM's request, CONTRACTOR will promptly return to HOLCIM, or at the election of HOLCIM, destroy, all CONFIDENTIAL INFORMATION, including all reproductions or copies thereof that contain, incorporate, or summarize any CONFIDENTIAL INFORMATION, in CONTRACTOR's possession or control, in whatever form or medium, and certify such return or destruction in writing. CONTRACTOR agrees that this provision shall be subject to enforcement by injunctive relief.

(t) Excessive Charges. HOLCIM reserves the right to refuse payment of charges that are deemed excessive or over the authorization limit of the applicable PURCHASE ORDER.

4. **ELIGIBILITY**

(a) QIR. CONTRACTOR affirms that it understands the Quality Impact Rating (QIR) program.

(b) Eligibility. CONTRACTOR acknowledges and agrees that, for so long as CONTRACTOR is eligible for the QIR Program, CONTRACTOR shall maintain a QIR of less than three (3) times the average QIR and continually improve its QIR year-over-year during the TERM.

(c) Installation Requirement. If CONTRACTOR is not eligible for the QIR program, CONTRACTOR shall not be eligible for selection by HOLCIM to perform repair work on the BUILDING PRODUCTS unless CONTRACTOR installed at least five (5) warranted jobs and a minimum of 100,000 square feet of BUILDING PRODUCTS in the immediately preceding calendar year.

5. **MISCELLANEOUS PROVISIONS**

(a) Relationship of PARTIES. Notwithstanding anything to the contrary contained in this AGREEMENT, HOLCIM reserves the right to select any contractor of its choice to perform the SERVICES, and this AGREEMENT does not obligate HOLCIM to employ CONTRACTOR in any way or at any time. CONTRACTOR may be retained by HOLCIM only for the purposes and to the extent set forth herein, and CONTRACTOR's relationship with HOLCIM shall, during the TERM, be that of independent contractor so that neither CONTRACTOR, nor any employee, agent, officer, director, shareholder, or affiliate of CONTRACTOR, shall be deemed an agent or employee of HOLCIM. CONTRACTOR has no authority to legally bind HOLCIM in any contract or matter.

(b) Notices. Unless otherwise mutually agreed upon by the PARTIES, notices required to be given by one party to another shall be deemed properly given if reduced to writing and personally delivered or transmitted by (i) registered or certified post to the address below, postage prepaid; (ii) nationally recognized overnight delivery service that provides tracking; (iii) personal service; or (iv) by facsimile or email with confirmation receipt. Notices sent by registered or certified mail shall be deemed received on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by overnight delivery service shall be deemed received 24 hours after delivery of the same to the delivery service. Notices delivered by personal service shall be deemed received upon delivery. Notices transmitted by facsimile or email transmission shall be deemed received upon confirmation of transmission. If notice is received on a Saturday, Sunday, or a legal holiday, it shall be deemed received on the next business day. Either PARTY may change the addresses for giving notice from time to time by written instructions to the other of such change of address.

If to Holcim:

Holcim Solutions and Products US, LLC
26 Century Blvd, Suite 205
Nashville, TN 37214

With a copy to the Holcim Law Department at the same address.

If to Applicator:

ROOFING INNOVATIONS - PA LLC
1001 Lover Landing Rd
Blackwood, NJ 08012

Attention: **Adam Fletcher**

(c) Entire Agreement. This AGREEMENT constitutes the entire agreement between the PARTIES with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein. Unless otherwise expressly provided herein, no amendments, changes, alterations, or modifications to this AGREEMENT shall be effective unless in writing and signed by both PARTIES.

(d) No Waiver. Failure of either PARTY at any time to require performance by the other PARTY of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by a PARTY of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision.

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(e) Survival. Any terms in this AGREEMENT which by their nature must survive after the TERM to give their intended effect shall be deemed to survive termination or expiration of this AGREEMENT.

(f) Assignment. Any attempted assignment, transfer or hypothecation of this AGREEMENT or any part hereof by CONTRACTOR, without the prior written consent of HOLCIM, shall be null and void. HOLCIM specifically reserves the right to assign this AGREEMENT, without the prior written consent of CONTRACTOR, to any of HOLCIM's affiliates and/or subsidiaries. CONTRACTOR shall not utilize any subcontractor in connection with providing the SERVICES without the prior written approval of HOLCIM, which may be withheld in HOLCIM's sole discretion.

(g) Governing Law. This AGREEMENT is executed and delivered within the State of Tennessee, and all rights, duties, and obligations of the PARTIES hereunder shall be construed and enforced in accordance with the laws of the State of Tennessee applicable to such agreements, without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any other jurisdiction. The sole and exclusive venue for all actions arising out of or relating to this AGREEMENT, or the breach, termination, cancellation, expiration or validity thereof, shall be the state and federal courts located in Davidson County, Tennessee. Each PARTY hereby waives trial by jury and consents to the exclusive jurisdiction of such courts and agrees not to object to venue therein.

(h) Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. This AGREEMENT shall be deemed effective after its execution by each of the PARTIES.

(i) Force Majeure. Neither PARTY shall be held responsible for delays or failure to perform hereunder (except for payment of monies when due), caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by governmental authority, and any resultant consequential costs due to transportation delays, restrictions imposed by federal, state, or local law, regulations or ordinances, or HOLCIM'S inability to secure raw materials or energy or for any other causes beyond a PARTY'S control.

(End of text of AGREEMENT. Signatures on following page.)

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IN WITNESS WHEREOF, the parties hereto, by their authorized officers or representatives, have executed this AGREEMENT as of the date first above written.

HOLCIM:
Holcim Solutions and Products US, LLC

By: Michael Huber

Michael Huber

Director, Warranty Services

Date: December 6, 2024

CONTRACTOR:
ROOFING INNOVATIONS - PA LLC

By: Adam Fletcher

Print Name: Adam Fletcher

Title: Branch Manager

E-mail: adam@roofinginnovation.com

Date: 12/6/2024 | 10:30 AM PST

BUILDING ENVELOPE SYSTEMS APPLICATOR AGREEMENT

License# 40015393

This Building Envelope Systems Applicator Agreement ("Agreement") is made as of *December 6, 2024* ("Effective Date") by and between **Holcim Solutions and Products US, LLC**, an Indiana limited liability company ("Holcim"), and ROOFING INNOVATIONS - PA LLC, a (an) *Limited Liability Company (LLC)* ("Applicator").

1. GRANT OF LICENSE

(a) Holcim grants to Applicator the non-exclusive right to purchase and install the following Building Envelope System(s):

FULL LICENSE *****THIS SECTION IS FOR HOLCIM USE ONLY. DO NOT MAKE CHANGES.*****

ELEVATE™

[x] EPDM [x] THERMOPLASTIC [x] APP/SBS/BUR [ ] PMMA [x] METAL ROOF

GENFLEX

[ ] EPDM [ ] THERMOPLASTIC

GACO

[ ] ROOF COATINGS [ ] ROOF FOAM [ ] WATERPROOFING – DECKS

[ ] WATERPROOFING – TANKS & BELOW GRADE

LIMITED LICENSE

ELEVATE

[x] SKYSCAPE™ [x] PAVERS [x] SKYLIGHTS

(individually and collectively the "Building Envelope Systems"). For purposes of this Agreement, the term "Full License" above shall mean that an Applicator who is approved for a Full License for Elevate EPDM, and/or THERMOPLASTIC, and/or APP/SBS/BUR, and/or METAL ROOF applications shall also be an approved applicator for SKYSCAPE, SKYPAVER, and SKYLIGHTS. However, an Applicator granted a "Limited License" for Elevate SKYSCAPE, and/or SKYPAVER, and/or SKYLIGHTS shall not necessarily be an approved applicator for Elevate EPDM, THERMOPLASTIC, APP/SBS/BUR, or METAL ROOF applications unless otherwise noted above. Holcim may modify the Building Envelope Systems under Applicator's License at any time upon written notice to Applicator.

(b) Holcim reserves the right to sell, distribute, and install Building Envelope Systems directly or through others, at Holcim's sole discretion.

2. GENERAL DUTIES OF APPLICATOR

Applicator shall:

(a) Use its best efforts to sell and promote the use of Holcim's Building Envelope Systems.

(b) At Holcim's request, provide adequate assurances of Applicator's financial responsibility.

(c) Attend sufficient Holcim training meetings to assure quality and conformity of installed Building Envelope Systems, and pay for travel, lodging, and living expenses while attending such meetings. Applicator agrees not

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to begin any installation of Building Envelope Systems until Applicator has attended at least one training meeting and/or is reasonably satisfied that Applicator has received details, installation instructions, procedures, and updates sufficient to complete installation in accordance with written Elevate, GenFlex, or Gaco Building Envelope Systems specifications in place when project is initiated.

(d) Follow all written Elevate, GenFlex, or Gaco Building Envelope Systems specifications, details, installation instructions, and procedures in place when project is initiated.

(e) Purchase from and pay Holcim in full for all Building Envelope System products according to price quotations and terms furnished by Holcim representatives at the time of bid.

(f) Timely provide Holcim or its representatives all requested information on the Building Envelope System installation, including but not limited to the following forms (available on-line or provided by Applicator): Pre-Installation Notice (PIN), Approved Envelope Drawing (AED), Request for Inspection (RFI), Repairs for Warranty (RFW), and Leak/Repair Notification.

(g) If a manufacturer's warranty is required, furnish to the owner of each structure on which Building Envelope Systems will be installed (the "Building Owner"), a copy of the warranty indicated by Applicator on PIN provided to Holcim as one which will ultimately be issued by Holcim to the Building Owner during the bid-phase.

(h) Comply with all federal, state, and local laws, regulations, and governmental orders, including but not limited to The Fair Labor Standards Act, Walsh-Healy Act, Equal Employment Act of 1972, and Occupational Safety and Health Act.

(i) Not use any subcontractors that are not licensed by Holcim to perform Building Envelope System applications, installations, alterations, flashings, or repairs, or otherwise change the condition of the Building Envelope System without receiving prior written approval from Holcim. However, Applicator may use non-licensed subcontractors for the installation of other components not manufactured or supplied by Holcim, such as plants and growth media for garden systems, or other such components as permitted by Holcim.

(j) Use only Holcim supplied or approved components permitted by current Elevate, GenFlex, or Gaco Technical Specifications on projects warranted by Holcim.

(k) Report all leaks to Holcim Warranty Services promptly after learning of such leaks.

(l) Provide such assistance as requested by Holcim in connection with the investigation, resolution, and/or litigation of any customer complaints (including, without limitation, reports of leaks).

(m) Comply with, and render all assistance to Holcim necessary to ensure that Holcim and Applicator are in compliance with all governmental laws, ordinances, rules, and regulations applicable in connection with the sale or shipment of any Holcim products into, or use or service of any Holcim products or the fulfillment of any of Applicator's obligations under this Agreement including, but not limited to, the payment of any taxes (excluding Holcim income taxes), obtaining of any governmental permits or approvals, and testing of any Holcim products. Applicator shall also cooperate fully with Holcim in complying with any governmental agency order or rule which may obligate Holcim to remedy any problem with, or defect in, any Holcim products, including identification of the specific locations of any such Products.

(n) Promptly notify Holcim in writing of any possible infringement by any third party of any trademark, trade name or other intellectual property right of Holcim of which Applicator becomes aware as well as any claim of infringement of any intellectual property right against Holcim or Applicator as the result of any of Applicator's or Holcim's actions pursuant to this Agreement.

(o) Follow all directives issued by Holcim from time to time related to Holcim's warranties on the Building Envelope Systems.

(p) Take all actions, including use of any legally enforceable disclaimers that may be required by the laws of the jurisdiction in which it solicits a sale to prevent the creation of implied warranties by Holcim or Applicator.

(q) Applicator covenants and agrees that all reports and other information provided to Holcim under this Agreement shall be true, accurate, and complete.

3. GENERAL DUTIES OF HOLCIM

Holcim shall:

(a) Provide Applicator with instructional materials and training, which in Holcim's judgment are necessary to ensure quality and uniformity in the installation of the Building Envelope Systems.

(b) Provide Applicator a supply of promotional materials, which in Holcim's judgment are adequate for Applicator's use in the sale and promotion of the Building Envelope Systems.

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(c) At Holcim's discretion, furnish Applicator without charge technical assistance and advice for the purpose of evaluating the watertight integrity of the installation of the Building Envelope Systems. Any information provided to Holcim to assist its evaluation shall be reviewed solely for conformity with technical requirements of the Building Envelope System as contained in current Elevate, GenFlex, or Gaco Technical Specifications and not for any other purpose, including but not limited to: reviewing or approving structural design, the integrity of the structure, or its structural parts. It is acknowledged that Holcim does not engage in the practices of engineering or architecture.

(d) Provide to Building Owner, at price quoted to Applicator at time of bid, Holcim's limited warranty. If Holcim's specifications, details, installation procedures or instructions were not followed, or if Holcim has not been paid in full for Building Envelope System materials and the warranty, Holcim reserves the right to refuse to issue the limited warranty. Applicator shall be notified of such refusal and shall be given the opportunity to remedy the situation so that the limited warranty can be issued.

4. PURCHASE OF BUILDING ENVELOPE SYSTEMS

(a) All orders to Holcim for Building Envelope System materials shall be subject to final approval and acceptance by Holcim. Holcim reserves the right to accept or reject all or any part of an order for any or for no reason.

(b) Notwithstanding any contrary terms in any purchase order, which shall not be binding on Holcim, Holcim shall sell materials to Applicator subject to Holcim's standard terms, conditions, prices, and shipping practices in effect on the date of shipment. Holcim reserves the right to change its price lists at any time, but in the event of an increase in the price applicable to orders already placed by Applicator, Applicator may cancel such order without charge or penalty by written notice within ten (10) days after the date of the announcement of such price increase.

(c) The purchase price paid by Applicator for Building Envelope System materials and limited warranties under this Agreement does not include any sales, revenue, excise, use, "VAT," GST, PST, or similar taxes or duties levied by any governmental agency. Applicator covenants and agrees that it is solely responsible for and shall pay to the applicable governmental agency any and all such taxes.

(d) No warranty shall be issued or considered to be in force and effect unless and until Applicator has fully paid Holcim for the Building Envelope Systems, warranty, taxes, and duties applicable to the particular project.

(e) All shipments of Building Envelope Systems shall be F.O.B. Holcim's factory, and title to Building Envelope Systems shall pass to Applicator upon delivery to a common carrier for shipment to Applicator.

(f) Unpaid invoices are past due if not paid in accordance with the terms stated on the invoice. If at any time, Applicator fails to pay invoices when due, or if for any reason Holcim feels insecure in extending credit, Holcim may decline to provide further goods on credit. Failure by Applicator to pay any part of the account when due, or in the event that proceedings in bankruptcy, receivership, or insolvency are instituted by or against Applicator or his property, Holcim may at its option, cause the entire unpaid balance to become due immediately payable. Applicator will be liable for all costs of collection, including attorneys' fees.

(g) As security for payment and performance of (i) all of Applicator's obligations hereunder, (ii) the payment of all amounts due to Holcim from Applicator in connection with sale by Holcim to Applicator of Building Envelope Systems, and (iii) all other obligations owed by Applicator to Holcim, however evidenced, Applicator hereby grants to Holcim a security interest in all Building Envelope System and other products sold by Holcim to Applicator from time to time, together with the proceeds thereof, including all accounts related to the resale of such Building Envelope Systems. Applicator authorizes Holcim to file a financing statement in order to perfect the security interest of Holcim in such collateral. Applicator agrees to execute and deliver or cause to be executed and delivered such additional agreements and documents as Holcim may require from time to time in order to assure performance of Applicator's obligations to Holcim, including without limitation, proof of insurance of any collateral, additional security agreements, and financing statements as Holcim may require.

5. PRE-INSTALLATION NOTICE

(a) For every project on which Applicator is to install Building Envelope Systems that will require a limited warranty to be issued by Holcim, Applicator shall submit online: a Pre-Installation Notice (PIN) of the project, an approved envelope drawing (AED) of the project, and all other specifications, drawings, and details requested by Holcim in order for Holcim to make a good-faith determination on the watertight integrity and warrantability of the project. PIN's must be submitted a minimum of fourteen (14) calendar days prior to the commencement of installation of the Building Envelope Systems.

(b) Holcim's review of the above plans, details, and other information is for the purpose of evaluating watertight integrity and warrantability only.

6. APPLICATOR'S RESPONSIBILITY FOR REPAIR

For every project that is issued a limited warranty by Holcim, Applicator shall:

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(a) For a period of two (2) years beginning with the date of completion of the Repairs For Warranty (RFW) or, in the event a warranty is not issued pursuant to paragraph 3(d), then for a period of two (2) years beginning with the completion of the installation of the Building Envelope Systems, repair upon request of either Building Owner or Holcim, at Applicator's expense, any leaks caused by faulty handling or installation of the Building Envelope Systems, including but not limited to the use of materials not manufactured or approved in writing by Holcim. Applicator must provide Holcim Warranty Services with documentation of leak notifications directly from Building Owner. Notifying Holcim's authorized sales representative is not notice to Holcim Warranty Services as required by this section.

(b) Assist Holcim, at Holcim's option, in inspecting Building Envelope Systems installed by Applicator and warranted by Holcim at any time prior to the expiration of Applicator's two (2) year repair obligation, and at Applicator's expense follow such instructions and make such repairs deemed necessary in the judgment of Holcim to assure watertight integrity. Provided Applicator has installed the Building Envelope Systems and made all such repairs in accordance with Holcim's published technical specifications and/or written repair instructions, Applicator shall have no further responsibility for the Building Envelope Systems after Applicator's two-year repair obligation has elapsed, and Holcim shall not make any demand or claim against Applicator concerning any new claims for Applicator's workmanship or handling of materials. Notwithstanding the foregoing, however, Applicator shall continue to be responsible for such claims that arose or were pending prior to the expiration of Applicator's two-year repair obligation.

7. LIMITED WARRANTY TO APPLICATOR

Holcim warrants its material to be free from manufacturing defects. Holcim's liability and Applicator's remedies are limited to Holcim's replacement of defective material, F.O.B. destination. Replacement of defective material will be made only upon Holcim's inspection of the material and after a claim has been filed with Holcim's Customer Service Department. After such inspection and written approval from Holcim for the return of material not yet installed, Applicator shall return the defective material according to Holcim's shipping instructions, and Holcim shall pay the shipping cost. Title to the returned material shall pass upon Holcim's acceptance of the material.

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF. HOLCIM MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. HOLCIM SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

8. INDEPENDENT CONTRACTOR

Applicator shall act only in Applicator's legal capacity as an independent contractor. In no event shall Applicator be deemed an employee, franchisee, or agent of Holcim. Holcim is not a franchisor. Applicator has no authority to act for or on behalf of Holcim or to bind Holcim in any way whatsoever and Applicator shall not so hold itself out as having such authority. Applicator is not authorized to make or extend any promises, representations, or warranties with respect to the Building Envelope Systems except as set forth in Holcim's published technical specifications. Applicator is authorized to supply a copy of Holcim's current approved warranty for any commercial project registered with Holcim, along with published product literature and samples.

9. INTELLECTUAL PROPERTY AND USE OF LOGOS, ETC.

Applicator agrees that any intellectual property it may conceive, create, or develop in the course of its performance of this Agreement or that relates in any manner to the Building Envelope Systems shall be the sole property of Holcim and hereby assigns all such intellectual property to Holcim. Applicator agrees, upon request, to execute at no additional cost any formal assignments or other documents Holcim may request to effectuate the foregoing assignment.

Applicator shall not use the name 'Holcim', 'Elevate, 'GenFlex', or 'Gaco', logos, or any other trademark or trade name of Holcim or its affiliates in Applicator's firm name, internet domain name, or assumed name, or in any other manner. Applicator may indicate in correspondence or advertising related to the Building Envelope Systems that it is licensed by Holcim to install Building Envelope Systems under the Elevate, GenFlex, or Gaco brand names (as applicable). However, such association must be done in a manner that is consistent with Holcim's then-current advertising policies for Building Envelope Systems. Upon expiration or termination of this Agreement for any reason, Applicator shall immediately discontinue any use of any name, logo, trademark, trade name, or domain name used by Holcim or its affiliates. Except for the right to carry out the duties set forth in this Agreement, Applicator acknowledges that it does not have and will not acquire, whether by reason of this Agreement or otherwise, any right, title, or interest, direct or indirect, in any trademark applied to, or to labels affixed to, the Building Envelope Systems.

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10. INSURANCE AND INDEMNITY

(a) Applicator shall maintain commercial general liability insurance with companies reasonably acceptable to Holcim with limits of at least $2,000,000 per occurrence combined single limit, which insurance shall be primary and not entitled to contribution from any insurance maintained by Holcim and may be satisfied by a combination of primary, umbrella, and/or excess liability insurance policies. Such insurance shall contain a waiver of subrogation clause in favor of Holcim and Holcim Solutions and Products US, LLC shall be made an additional insured under the policy with respect to all operations or services performed by Applicator installing the Building Envelope Systems. Applicator's policy shall evidence the following endorsements: Additional Insured – Owners, Lessees or Contractors – Schedule Person or Organization CG 2010 (0413) or its equivalent and Additional Insured – Owners, Lessees or Contractors – Completed Operations – CG 2037 (0413) or its equivalent. Applicator shall also maintain Contractors Pollution Liability - $1 Million Limit of Liability–specifically addressing coverage for mold. The policies required in this Section 10 shall not be canceled, nor reduced in coverage, until after thirty (30) days' written notice to Holcim. Certificates of insurance shall be furnished to Holcim upon request.

(b) Applicator shall indemnify, defend, and hold Holcim and its parent, subsidiaries, affiliates, officers, directors, managers, agents, and employees harmless from and against any and all liabilities, demands, losses, damages, costs, expenses, fines, amounts paid in settlements or judgments, and all other reasonable expenses and costs incident thereto, including reasonable attorneys' fees (collectively referred to as "Damages") arising out of or resulting from: (i) intentional misconduct or gross negligence on the part of Applicator or Applicator's employees, agents, and third parties with whom Applicator has a relationship so that it may fulfill its obligations under this Agreement; and (ii) Applicator's breach of any provision of this Agreement; provided, however, the foregoing indemnification obligations shall not apply to the extent that such Damages arise from the sole negligence or intentional misconduct of Holcim or its employees.

(c) Damages, losses, or expenses subject to indemnification under this Section 10 shall include, without limitation, the following:

i. any breach by Applicator of its representations, warranties, covenants, or agreements set forth in this Agreement and any other agreements between Applicator and Holcim (or any affiliate of Holcim);
ii. any misrepresentation of Holcim products in Applicator's marketing or sales activities; and,
iii. warranties made by Applicator, either express or implied, above and beyond the applicable standard warranty for the Building Envelope Systems.

(d) Holcim shall indemnify, defend, and hold Applicator and its parent, subsidiaries, affiliates, officers, directors, managers, agents, and employees harmless from and against all Damages arising out of or resulting from: (i) intentional misconduct or gross negligence on the part of Holcim or Holcim's employees, agents, and third parties with whom Holcim has a relationship so that it may fulfill its obligations under this Agreement; and (ii) Holcim's breach of any provision of this Agreement; provided, however, the foregoing indemnification obligations shall not apply to the extent that such Damages arise from the sole negligence or intentional misconduct of Applicator or its employees.

(e) If any Damages are caused by the negligence or fault of both Applicator, on the one hand, and Holcim, on the other hand, the apportionment of said Damages shall be shared between Applicator and Holcim based upon the comparative degree of each other's negligence or fault, and each shall be responsible for its own defense and costs, including but not limited to the costs of defense, attorneys' fees, witnesses' fees, and expenses incident thereto.

(f) Any defense tendered under this indemnity provision shall be with counsel reasonably acceptable to the indemnitee. In the event that any claim, action, or proceeding is threatened or made against Applicator or Holcim which may impose liability on the other party under this indemnity, each party shall promptly serve written notice on the other party of such claim, action, or proceeding and the other party shall have the option to join in the defense of the claim at its own expense.

11. TERMINATION

(a) Either party may terminate this Agreement at any time, without cause, on thirty (30) days prior written notice. Such right to termination is absolute and unrestricted.

(b) This Agreement may be terminated by either party immediately for breach of any covenant contained herein or, subject to any provisions of law to the contrary, if there is an adjudication of Applicator as bankrupt or insolvent, or entry of an order, remaining unstayed by appeal or otherwise for 30 days, appointing a receiver or trustee for Applicator, or for all or any of its property, or approving a petition seeking reorganization or other similar relief under the bankruptcy or other similar laws of the United States of America or any state, or the filing by the Applicator of a petition seeking any of the foregoing or consenting thereto, or the filing by the Applicator of a petition to take advantage of any debtor's act, or making a general assignment for the benefit of creditors, or admitting in writing its inability to pay its debt as they mature.

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(c) Holcim and Applicator acknowledge and agree that neither shall be liable to the other for damages by reason of the termination of this Agreement pursuant to its terms; provided, however, that termination of this Agreement shall not relieve Applicator from its obligations and liabilities hereunder including but not limited to its obligations: (i) regarding indemnity and trademarks, (ii) to repair Building Envelope Systems as provided in Section 6, (iii) to complete the installation of Building Envelope Systems undertaken and not completed by Applicator by the date of the termination notice, and (iv) to make all payments due or accrued to Holcim and other material suppliers.

(d) Unless otherwise agreed in writing by both parties, termination of this Agreement as provided herein shall automatically cancel all accepted orders for Building Envelope Systems not shipped by Holcim by the date of Holcim's or Applicator's receipt of the termination notice. Upon termination, Applicator will immediately furnish to Holcim a list of all projects for which Applicator has been awarded contracts for the installation and use of Building Envelope Systems. As a condition to filling orders if Applicator's account is in arrears, Holcim at its option may require Applicator to furnish a surety bond or, if such bond has previously been furnished, an additional surety bond in an amount acceptable to Holcim but not to exceed the aggregate amount of all remaining projects under contract, valued at Applicator's bid value.

12. FORCE MAJEURE

Neither party shall be held responsible for delays or failure to perform hereunder (except for payment of monies when due), caused by pandemics, fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by governmental authority, and any resultant consequential costs due to transportation delays, restrictions imposed by federal, state, or local law, regulations, or ordinances, or Holcim's inability to secure raw materials or energy or for any other causes beyond a party's control.

13. COMPLIANCE WITH LAWS

Applicator agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake nor cause, nor permit to be undertaken, any activity which either: (a) is illegal under any laws, decrees, rules, regulations, executive orders, procedures, or policies in effect in the United States or other applicable countries; or (b) would have the effect of causing Applicator or Holcim to be in violation of any laws, decrees, rules, regulations, executive orders, procedures, or policies in effect in the United States or other applicable countries. Applicator shall not, for any illegal or improper purpose, make any payment or grant any other consideration to another party in connection with any transaction covered by this Agreement. Without limiting the foregoing, Applicator and its officers, directors, managers, employees, and agents shall at all times comply with: (i) the Foreign Corrupt Practices Act, which among other things, prohibits the offering, promising, or paying of bribes or monies, directly or through intermediaries, to government officials, politicians, or political parties for the purpose of obtaining or retaining business; (ii) the Inter-American Convention Against Corruption, which among other things, prohibits active bribery, passive bribery, transnational bribery, illicit enrichment, improper use of confidential information, the use of influence on public authorities for illicit personal gain, or the diversion of property or assets; and (iii) all applicable antitrust and/or price discrimination laws, decrees, rules, regulations, executive orders, procedures, or policies.

14. CONFIDENTIALITY

Applicator and Holcim each hereby covenant and agree that neither it nor its respective directors, officers, managers, employees, or agents will disclose or suffer the disclosure of any of the other party's confidential information or trade secrets, which shall include, but not be limited to: customer lists, product information, prices, discounts, warranty information, territories, manufacturing processes, or technical data relating to a party's products and/or services, and any other confidential or proprietary information belonging to the other party (including, without limitation, any information that is defined as a "trade secret" pursuant to applicable law).

15. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, LOST PROFITS, DAMAGE TO REPUTATION, LOSS OF BUSINESS OPPORTUNITY, PUNITIVE, OR LOSS OF USE DAMAGES OF ANY KIND BASED UPON A CLAIM FOR BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE CLAIM RELATING TO THIS AGREEMENT, THE BUILDING ENVELOPE SYSTEMS OR A PARTY'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, EXCEPT: (I) AS MAY ARISE FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR VIOLATION OF APPLICABLE LAW OR REGULATION; OR (II) AS MAY ARISE FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION SHALL NOT APPLY TO ACTUAL, OUT-OF-POCKET EXPENSES INCURRED BY A PARTY AND FOR WHICH THE OTHER PARTY HAS AN INDEMNIFICATION OBLIGATION UNDER SECTION 10.

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16. GENERAL PROVISIONS

The following general provisions shall apply to this Agreement:

(a) No provision of this Agreement shall be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party, which waiver shall be effective only with respect to the specific obligation and instance described therein.

(b) The rights created by this Agreement are personal and not assignable, and the obligations imposed upon Applicator are not delegable without the written consent of Holcim which consent shall not be unreasonably withheld, provided, however, that Holcim may assign this Agreement to its successors as well as to any entity or corporation now or hereafter owned or controlled by or affiliated with Holcim (defined as any corporation controlling or under common control with Holcim). This Agreement shall inure to the benefit of and may be enforced by Holcim, its parents, successors, and assigns.

(c) This Agreement constitutes the entire Agreement between the parties and the parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing the execution nor delivery hereof except as specifically set forth in this Agreement. No change, alteration, modification, or addition to this Agreement shall be effective unless in writing and signed by an authorized Holcim employee. A mere acknowledgement or acceptance of any acts or performance by either party inconsistent with the terms of this Agreement shall not be deemed an acceptance or approval by Holcim of such inconsistent acts or performance with respect to subsequent transactions. This Agreement supersedes and is in lieu of all prior agreements or arrangements between the parties. The captions in this Agreement are for convenience only and shall not affect the interpretation hereof. In the event of any conflict between the terms of this Agreement and the terms of any exhibits, attachments, specifications, or any other documents or correspondence, the terms of this Agreement shall prevail unless such document expressly states otherwise and has been approved in writing by Holcim.

(d) This Agreement shall be governed and construed in accordance with the laws of the state of Tennessee, without regard to conflicts of law principles. Any suit arising out of this Agreement or the rights and/or obligations hereunder shall be heard exclusively in the state and federal courts located in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

(e) The covenants and restrictions in this Agreement are separate and divisible to the maximum extent possible, and in the event any covenant, provision or portion of this Agreement is determined to be unenforceable or invalid for any reason, the parties acknowledge and agree that such unenforceability or invalidity shall not affect the enforceability or validity of the remainder of this Agreement. If any particular covenant, provision or clause, of this Agreement is determined to be unenforceable or invalid for any reason, including, without limitation, the time period, geographical area, and/or scope of activity covered by any restrictive or confidentiality covenant, provision, or clause, the parties acknowledge and agree that such covenant, provision or clause shall automatically be deemed reformed such that the contested covenant, provision or clause will have the closest effect permitted by applicable law to the original form and shall be given effect and enforced as so reformed to whatever extent would be reasonable and enforceable under applicable law.

(f) The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.

(g) Each party hereby acknowledges and agrees that each

i. has read this Agreement in its entirety prior to executing it,
ii. understands the provisions and effects of this Agreement, and
iii. has consulted, or has had the opportunity to consult, with such attorneys, accountants, and other financial advisors as each has deemed appropriate in connection with such party's execution of this Agreement. Therefore, no provisions of this Agreement will be construed against the drafter of this Agreement.

(h) Any terms in this Agreement which by their nature must survive after the Term to give their intended effect shall be deemed to survive termination or expiration of this Agreement.

(i) This Agreement may be executed in the original, by facsimile or, by PDF in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

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(j) Unless otherwise mutually agreed upon by the Parties, notices required to be given by one party to another shall be deemed properly given if reduced to writing and personally delivered or transmitted by (i) registered or certified post to the address below, postage prepaid; (ii) nationally recognized overnight delivery service that provides tracking; (iii) personal service; or (iv) by facsimile or email with confirmation receipt. Notices sent by registered or certified mail shall be deemed received on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by overnight delivery service shall be deemed received 24 hours after delivery of the same to the delivery service. Notices delivered by personal service shall be deemed received upon delivery. Notices transmitted by facsimile or email transmission shall be deemed received upon confirmation of transmission. If notice is received on a Saturday, Sunday, or a legal holiday, it shall be deemed received on the next business day. Either Party may change the addresses for giving notice from time to time by written instructions to the other of such change of address.

If to Holcim:
Holcim Solutions and Products US, LLC
26 Century Blvd
Suite 205
Nashville, TN 37214

With a copy to the Holcim Law Department at the same address.

If to Applicator:

ROOFING INNOVATIONS - PA LLC

1001 Lover Landing Road

Blackwood, NJ 08012

Attention: Adam Fletcher

(End of text of Agreement. Signatures on following page.)

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IN WITNESS WHEREOF, the parties hereto, by their authorized officers or representatives, have executed this Agreement as of the date first above written.

HOLCIM:
Holcim Solutions and Products US, LLC

By: _____

Michael Huber

Director, Warranty Services

Date: December 6, 2024

APPLICATOR:
ROOFING INNOVATIONS - PA LLC

By: Adam Fletcher

Print Name: Adam Fletcher

Title: Branch Manager

E-mail: adam@roofinginnovation.com

Date: 12/6/2024 | 10:30 AM PST

Company Information

Company

Supplier
Roofing Innovations LLC

Name (as shown on W-9)
Roofing Innovations LLC

Status
Active Supplier

Account Type
Self-Registered

Website
roofinginnovation.com

Taxpayer Code
US Based and I have EIN

SWaM Categories
Small Business, Micro Business

Doing Business As/Location Name
Roofing Innovations LLC

LLC Classification
Corporation

Supplemental Organizational Type
NA

Tax Exempt
NA

Accept Charge Cards
Accepts VISA

Supplier Delivery Methods
NA

Unique Entity ID
NA

Additional Information

VLIN
VA00232486

Vendor Customer Code
VS0000292873

MOA Accepted by
Young Hayden

MOA Accepted Date
1/23/2020

Address

Address Label
Tax Address

Address Line 1
1607 Rhoadmiller St

Address Line 2
Suite A

Zip Code
23220

City
Richmond

Country
UNITED STATES

State/Province
Virginia

Address S
Active

Contact Information

First Name
Hayden

Last Name
Young

Email
hayden@roofinginnovation.com

Phone
804-447-8426

Contact status
Active

Sites

0 Record(s)

Contacts

Internal Contacts

* Please maintain the addresses contacts direct in Addresses Tab

Select Existing Contact

Contact	Login	Position	Role	Contact status	Bid Notification?
McCabe Mike		Accounting	Accountant	Active	No
Young Hayden	hyoung20		Sales person, Supplier admin	Active	Yes

eVA Contacts

Documents & Certs.

Keywords	Status	Archived Documents
NA	NA	NA

Legal Documents

Document Type	Document Name	Begin Date	Expiration Date	Owner	Status
Form W9	W-9 Roofing Innovations			Hayden Young	✓
Form W9	W9 - Roofing Innovations 2024	7/16/2024		Hayden Young	✓
Form W9		8/16/2024		Romando Patterson	✓

3 Record(s)

SWaM Certifications

Document Type	Begin Date	Expiration Date	Certification ID	Status
Micro Business	10/21/2021	10/21/2026	817697	✓
Small Business	10/21/2021	10/21/2026	817697	✓

2 Record(s)

Certifications

0 Record(s)

Other Documents

0 Record(s)

Climate Change Documents

0 Record(s)

Address Extranet

Order

Order Address Same as Tax Address
Yes

Physical

Physical Address same as Tax Address
Yes

Billing

Billing Address Same a Address
Yes

Payment

Payment Address Same as Tax Address
No

Address Label
Payment Address

Address Line 1
PO Box 4374

Address Line 2
NA

Zip Code
23220

City
Richmond

Country
UNITED STATES

State/Province
Virginia

Address Status
Active

Additional Payment

0 Record(s)

Contact Information

First Name
Hayden

Last Name
Young

Email
hayden@roofinginnovation.com

Phone
804-447-8426

Contact status
Active

P2P Information

Purchasing Information

Incoterm
NA

Incoterm Location
NA

Catalog Access
NA

Banking Information

0 Record(s)

Financial Indicators

Indicators

Code	Values of financial indicators	Units
Revenue	NA	EUR
Capital	NA	EUR
Operating profit (EBIT)	NA	EUR
Net income	NA	EUR
Liabilities (non current)	NA	EUR
Liabilities (current)	NA	EUR
Cash	NA	EUR
Number of employees	NA	Ea.
Preface rating	NA	Ea.
Cash Flow(CAF)	NA	EUR
Gearing	NA	%
Rating	NA	

12 Record(s)

Charts

Year

2025

KPI

- Liabilities / Capital
- Operating profit / Revenue
- Cash Flow Margin (CF/CA)
- Dept capacity (Financial debt / CAF)
- Financial debt (liabilities(non-current) + liabilities(current))

Qualifications

Additional Information

Regions Served
NA

Supplier Commodities
06544 - Hatches, Roof (For Ventilation, Emergency Exit, etc.),
13574 - Tile, Roof, Clay, Burnt Type (See 770-64 for Concrete Roofing Tile),
14560 - Roofing, 77009 - Asphalt, Roofing, 77026 - Coatings, Roof, All Kinds,
77038 - Felt, Roofing (Rolls), 77045 - Insulation, Roof, All Kinds,
77056 - Roofing, Aluminum: Corrugated, V-Crimp, etc.,
77093 - Waterproofing Membrane and Base Sheet,
91066 - Roofing, Gutters, and Downspouts Maintenance and Repair,
91473 - Roofing and Siding, 91891 - Roofing Consultant

Comment (Supplier)
NA

Notify When Solicitation is Created
- ○ No
- ◉ Yes

Email
hayden@roofinginnovation.com

Customer References

Add Reference

Questionnaires

Campaign	Progress	Status	Date
Supplier Data Update	72%	Review in progress	3/16/2023

1 Record(s)

Change Log

Change request

Created on	Requester	Reason	Status	Modified on	Approver
2/27/2026	Hayden Young		Cancelled		
8/15/2024	Hayden Young		Cancelled	8/15/2024	Hayden Young
11/9/2022	Hayden Young	Need to change Address listed	Approved	11/9/2022	Hayden YOUNG

3 Record(s)

NRCA

Roofing Innovations

Richmond, VA

Is a member in good standing of the National Roofing Contractors Association, adheres to the NRCA Pledge and is committed to promoting professionalism within the roofing industry

Through August 31, 2026

McKay Daniels
Chief Executive Officer

NATIONAL ROOFING CONTRACTORS ASSOCIATION MEMBER

Chad Collins
2026-2027 Chairman of the Board

IV.O.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.

Service Repairs				
Key Personnel	**Title**	**Participation**	**Experience in Role**	**Responsibilities**
Robert Rosenfeld	Relationship Manager	35%	3 Years	**Primary point of contact.** Reports to Branch Manager.
Wilmer Gonzalez	Superintendent	55%	21 Years	Manage service crews. Reports to Branch Manager.
Heather Sexton	Branch Manager	10%	4 Years	Overall operation of the Branch.
		100%		
Re-Roofs				
Key Personnel	**Title**	**Participation**	**Experience in Role**	**Responsibilities**
Robert Rosenfeld	Relationship Manager	30%	3 Years	**Primary point of contact.** Reports to Branch Manager.
Daniel Frias	Project Manager	60%	4 Years	Manage large projects. Reports to Branch Manager.
Wilmer Gonzalez	Superintendent	5%	21 Years	Manage service crews. Reports to Branch Manager.
Heather Sexton	Branch Manager	5%	4 Years	Overall operation of the Branch.
		100%		

IV.O.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.

EMERGENCY CALLS

The Roofing Innovations service crews are W-2 employees. This allows us greater control over our schedule compared to outsourced crews. We also employ a program used by all of our customers to reduce the down-time caused by leaks. This is our first line of defense in servicing emergency leak calls. Utilizing this program, Roofing Innovations serviced over 100 leak calls from our Richmond office during the month of July, 2026. We did this through our Temporary Emergency Repair Program (TERP).

The Program

The Temporary Emergency Repair is designed to stop the water from causing more damage to the building and relieve the Tenant and Property Manager from the headaches of an active leak. The Temporary Emergency Repair is designed to be a "band aid" until permanent repairs can be made. Response times are within 24 hours, and on-site within 48-72 hours.

Procedures

Our Roof Technician identifies the leak from the inside of the building. From there, photos are taken of the affected area and the Technician finds anchor points (a window, a physical feature, measurement, etc...) to guide them to the same location on the roof.

While on the roof, the Technician uses the anchor points to find the general leak area. The Technician inspects an area within a 15 foot radius of the Leak Area. All potential deficiencies within that 15-foot circle are addressed with a temporary fix that is designed to stop the water but not permanently and professionally repair the deficiency.

Reporting

Reporting will be provided on all completed work. Photos will be taken before and after the work is completed. If the Temporary Emergency Repair did not allocate enough time to perform a permanent repair, then a proposal for permanent repairs will be provided. At a minimum, Photos of deficiencies and the Temporary Emergency Repairs will be provided.

NON-EMERGENT CALLS

For non-emergency calls, the scope is established with the University and the Relationship Manager. That scope of work is delivered to Dispatch for timely execution.

IV.O.8

Describe invoicing procedure. Provide a sample invoice and proposal.

Invoicing is delivered to the designated accounting contact according to the specifications of the organization. Roofing Innovations payment terms are net 30 days.

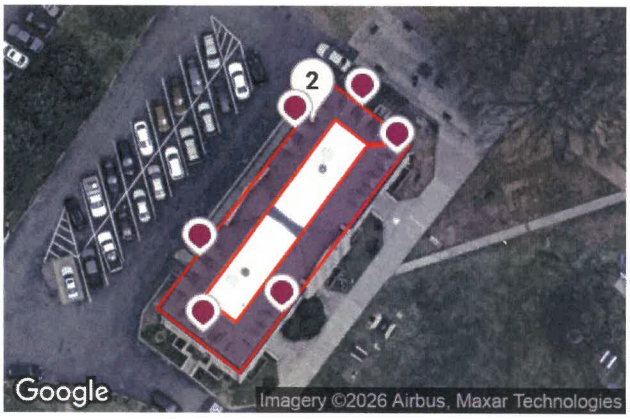
Example Bid and invoice to follow

Virginia Union University
Huntley Hall
1500 N Lombardy St
Richmond, VA 23220

ROOFING INNOVATIONS

Built-In Gutter for Huntley Hall- NTE Quote

Date 7/31/26





Installed fascia metal (Emergency)

Quantity: null Repair Units

De ciency:

Repair Description

Corrective Action:

Repair Correction

Estimated Repair Cost:

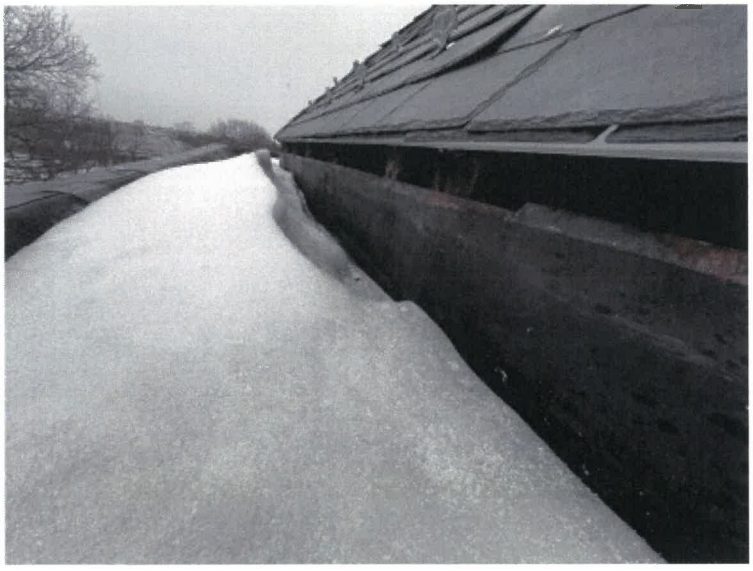
$0.00

ROOFING INNOVATIONS

Observation Photos









Virginia Union University
Huntley Hall
1500 N Lombardy St
Richmond, VA 23220

ROOFING INNOVATIONS

Built-In Gutter for Huntley Hall- NTE Quote
Date 7/31/26

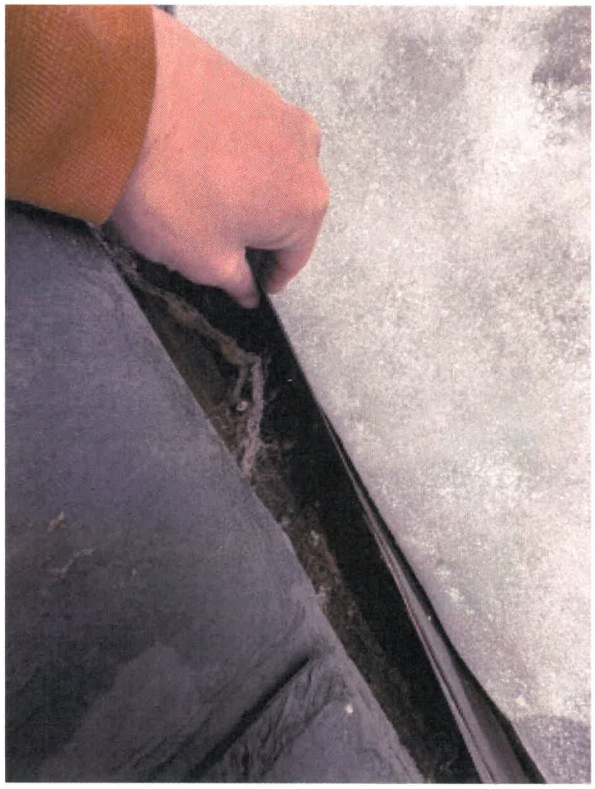




EPDM - Open Seams | 8 LF
Quantity: 8 LF
De ciency:
Seams are open, loose, or separated, creating a potential leak source within the roof membrane. Materials: EPDM cleaner, primer, EPDM cover tape, lap sealant, and compatible sealant where required.
Corrective Action:
Clean and prime the affected seam area, install EPDM cover tape over the open seam, roll in for proper adhesion, and seal edges where required to restore a watertight condition.
Estimated Repair Cost:
$440.00

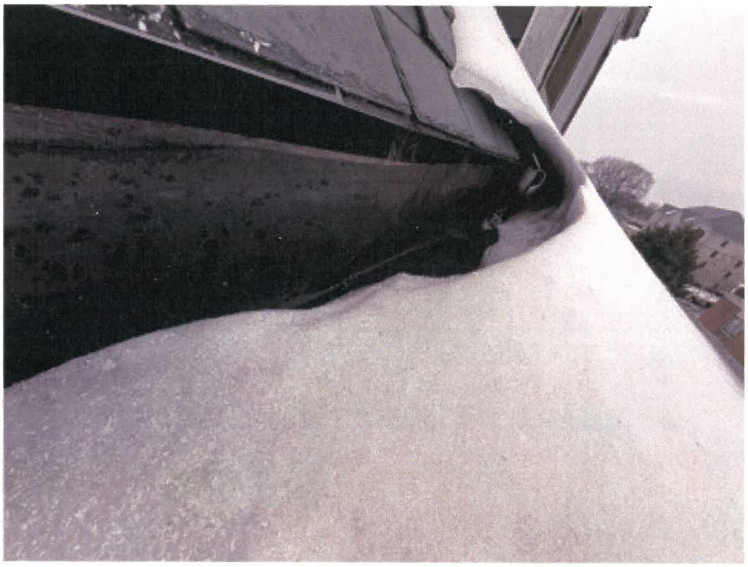
ROOFING INNOVATIONS

Observation Photos

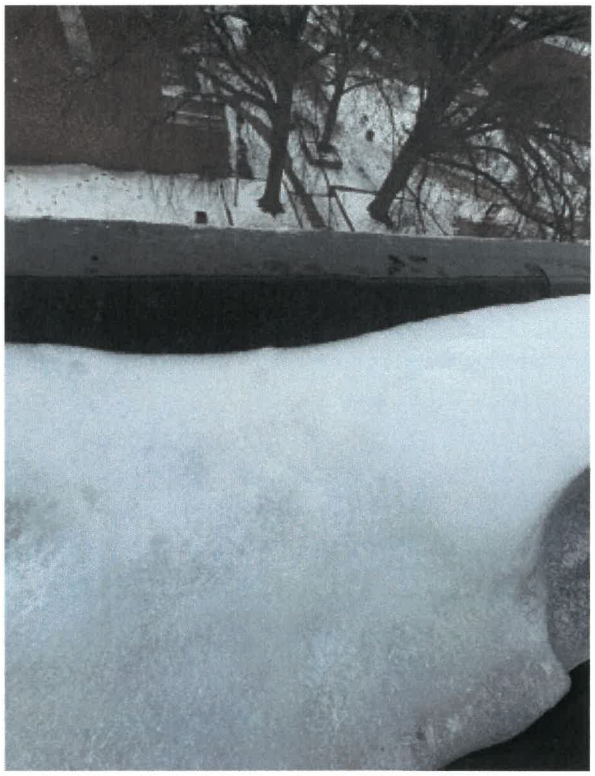












Virginia Union University
Huntley Hall
1500 N Lombardy St
Richmond, VA 23220

ROOFING INNOVATIONS

Description	Amount
_____ Repairs	$12,874.50

Terms and Conditions

TERMS AND CONDITIONS: Advance payment of 50% of the contract price is required for Residential customers. For all customers, final payment is to be made at project completion. Should payment not be received, customer agrees to pay all costs of collection, plus attorney's fees and costs related to collections efforts. In addition, customer agrees to a monthly finance charge of 1.5% (with an effective annual interest rate of 18%) to accrue after the due date on any unpaid balance. CANCELLATION/DELAYS: All parties have three (3) business days from the signed contract date to cancel the contract. After the third business day the contract will be executed by Roofing Innovations, LLC. Delays to the agreed upon schedule may occur due to inclement weather and other unforeseeable factors. CUSTOMER'S RESPONSIBILITIES: Remove or cover articles in attic areas to protect items during work Cover articles beneath skylights during work Notify contractor of any wiring or covered lines (electrical, air conditioning refrigeration, TV antenna wires, etc.) Turn off electricity to attic fans Keep children and pets at a safe location during the removal and installation process. Move all vehicles at least 30 feet from the house and waste receptacles. DISCLAIMERS: Nail pops on the interior of the home may occur as a result of the construction process. The customer is responsible for repairing and painting any nail pops. We are not responsible for any pre-existing damage on the home prior to construction. Customer shall remove any satellite dishes from the roof prior to construction. The Customer is responsible for removal and re-installation of satellite dishes. We will work around foundation plants as carefully as possible, however, Roofing Innovations is not responsible for damage to foundation plants during the construction process. We will reinstall or work around existing gutter guards but cannot guarantee the continuance of any existing warranty. This Proposal is based on the visual inspection performed by Roofing Innovations. Roofing Innovations assumes no responsibility for latent conditions that are encountered and/or discovered (i.e. rotten wood or other dilapidation), which shall constitute a change in condition and will be subject to issuance of a change order. Roofing Innovations shall be excused from performing under this Agreement during the period of a force majeur event and shall not be liable for any delay, failure or loss arising from conditions beyond its reasonable control, including without limitation, acts of God or government, civil disobedience, riots, rebellions, wars, terrorism, fires, earthquakes, storms, floods, strikes and lockouts, or other similar events. This Agreement shall be governed by the laws of the Commonwealth of Virginia. Disputes arising out of this Agreement shall be resolved, at the option of Roofing Innovations, (1) in the Circuit or General District Court of Henrico County, Virginia with customer hereby waiving the right to demand a jury trial; or (2) by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In the event that Roofing Innovations substantially prevails in such litigation or arbitration, customer shall pay Roofing Innovations its reasonably attorneys' fees and costs incurred. ROOFING INNOVATIONS SHALL NOT

UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DELAYS, LOST BUSINESS OPPORTUNITIES OR LOST PROFITS OR SAVINGS ARISING OUT OF THIS AGREEMENT.
Proposal is good for 30 days

Work Authorization

I hereby authorize the work indicated in this document.

Total Price: $25749.00

Signature: 

Date: 06/22/2026

Printed Name: Rashad Towns

PO#: _____

ROOFING INNOVATIONS

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Service Invoice

Invoice # 13252-1
Invoice Date 07/07/26

Send To:
Virginia Union University
1500 N Lombardy St
Richmond, VA 23220

Property:
Huntley Hall
1500 N Lombardy St
Richmond, VA 23220

DESCRIPTION	AMOUNT
Service Repairs	**$12,874.50**

Grand Total	$12,874.50
Payments	($12,874.50)
Total Due	$0.00

Payment Terms
Net 30
ACH: TowneBank
Routing [redacted]
Account
Check: Roofing Innovations LLC
P.O. Box 4374
Richmond, VA 23220
Credit Card: 3.5% processing fee
(contact for payment link)
Late Fee: 2% per month on past-due balances

If you have any questions, please contact:

Mike McCabe
Email: accounting@roofinginnovation.com
Phone: (804) 839-5775

ROOFING INNOVATIONS

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Work Completed

Check In/Out With:

Invoice # 13252-1
Invoice Date 07/07/26

EPDM - Open Seams

Completed 07/09/26
8.00 LF

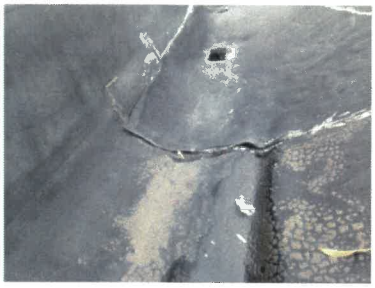


Description:
Seams are open, loose, or separated, creating a potential leak source within the roof membrane. Materials: EPDM cleaner, primer, EPDM cover tape, lap sealant, and compatible sealant where required.

Work Completed:
Cleaned and primed the affected seam area, installed EPDM cover tape over the open seam, rolled in for proper adhesion, and sealed edges where required to restore a watertight condition.

Before:



After:




Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

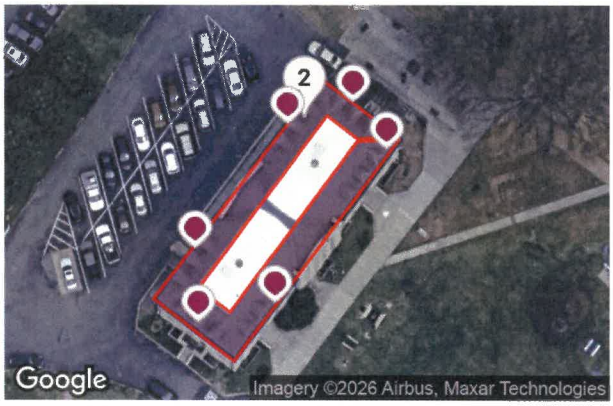
Work Completed

Check In/Out With:

Invoice # 13252-1
Invoice Date 07/07/26

Installed fascia metal (Emergency)

Completed 07/09/26
0.00



Description:

Work Completed:

Before:





After:














IV.O.9

Describe change order procedure. Provide a sample change order.

Not all work is known until the roof is open and the full extent of the damage is revealed. However, less than 1% of our scope tickets require change orders. By utilizing our Temporary Emergency Repairs or Inspections, we identify and diagnose the issue. We use those findings to create a plan. If things are unknown, we'll start with a "Not To Exceed" budget to explore and provide a definitive plan. We take this approach so our customers always know how much to budget for a job.

Change orders process: 1) notify the client, 2) provide photos & description, 3) request change order, 4) receive PO/WO, 5) order materials and complete project.

Change order Examples to follow

City of Richmond Engine 18

01/07/2026

Roofing Innovations LLC
P.O. Box 4374
Richmond, VA 23220

12-16 Littell Rd, Unit B
East Hanover, NJ 07936
Phone: (804) 447-8426
Fax: (804) 447-8429

-Remove rotted beams
-Remove vent system in order to work on beams under
-Remove 1x6 boards
-Install new beams
-Install new 1x6 boards
-Reassemble kitchen vent
- Clean up all job related debris

Engine Co#18
City of Richmond
412 North Thompson Street
Richmond, VA 23221

Job: Engine Co#18

Change Order

	Qty	Unit	Price
1x6x12 Lumber	1.00	EA	$612.56
2x8x12 lumber	1.00	EA	$323.37
Hourly Repair	49.00	EA	$5,635.00
			$6,570.93

TERMS AND CONDITIONS:
Advance payment of 50% of the contract price is required on contracts greater than $5,000. Final payment is to be made at project completion. Should payment not be received, customer agrees to pay all costs of collection, plus attorney's fees and costs related to collections efforts. In addition, customer agrees to a monthly finance charge of 1.5% (with an effective annual interest rate of 18%) to accrue on any unpaid balance.

CANCELLATION/DELAYS:
All parties have three (3) business days from the signed contract date to cancel the contract. After the third business day the contract will be executed by Roofing Innovations, LLC. Delays to the agreed upon schedule may occur due to inclement weather and other unforeseeable factors.

CUSTOMER'S RESPONSIBILITIES:
- Remove or cover articles in attic areas to protect items during work
- Cover articles beneath skylights during work
- Notify contractor of any wiring or covered lines (electrical, air conditioning refrigeration, TV antenna wires, etc.)
- Turn off electricity to attic fans
- Keep children and pets at a safe location during the removal and installation process.
- Move all vehicles at least 30 feet from the house and waste receptacles.

DISCLAIMERS:
- Nail pops on the interior of the home may occur as a result of the construction process. The customer is responsible for repairing and painting any nail pops.
- We are not responsible for any pre-existing damage on the home prior to construction.
- Customer shall remove any satellite dishes from the roof prior to construction. The Customer is responsible for removal and re-installation of satellite dishes.
- We will work around foundation plants as carefully as possible, however, Roofing Innovations is not responsible for damage to foundation plants during the construction process.
- We will reinstall or work around existing gutter guards but cannot guarantee the continuance of any existing warranty.

This Proposal is based on the visual inspection performed by Roofing Innovations. Roofing Innovations assumes no responsibility for latent conditions that are encountered and/or discovered (i.e. rotten wood or other dilapidation), which shall constitute a change in condition and will be subject to issuance of a change order.

Roofing Innovations shall be excused from performing under this Agreement during the period of a force majeur event and shall not be liable for any delay, failure or loss arising from conditions beyond its reasonable control, including without limitation, acts of God or government, civil disobedience, riots,

rebellions, wars, terrorism, fires, earthquakes, storms, floods, strikes and lockouts, or other similar events.

This Agreement shall be governed by the laws of the Commonwealth of Virginia. Disputes arising out of this Agreement shall be resolved, at the option of Roofing Innovations, (1) in the Circuit or General District Court of Henrico County, Virginia with customer hereby waiving the right to demand a jury trial; or (2) by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. In the event that Roofing Innovations substantially prevails in such litigation or arbitration, customer shall pay Roofing Innovations its reasonably attorneys' fees and costs incurred.

ROOFING INNOVATIONS SHALL NOT UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DELAYS, LOST BUSINESS OPPORTUNITIES OR LOST PROFITS OR SAVINGS ARISING OUT OF THIS AGREEMENT.

Proposal is good for 30 days

Roofing Innovation - VA LLC
1607 Rhoadmiller Street Suite A
Richmond, VA 23220
804-447-8426

Project Invoice

Invoice #	**10190-2**
Invoice Date	**01/15/26**

Send To:
City of Richmond
900 E Broad St
Richmond, VA 23219

Property:
Engine Co., #18
412 N Thompson St
Richmond, VA 23221

DESCRIPTION	AMOUNT
Change Order Engine 18 WO# 210095) PO 26000010208	**$6,570.93**

Grand Total	$6,570.93
Previously Invoiced	$122,474.25
Payments	($129,045.18)
Total Due	$0.00

Payment Terms
Net 30

Payment by ACH (Preferred Method):
Bank Name: TowneBank
Routing #[redacted]
Account #[redacted]

Payment by Check:
Roofing Innovations, LLC
P.O. Box 4374
Richmond, VA 23220

Payment by CC: 3.5% fee added, reach out to accounting@roofinginnovation.com for payment link
Late Fees: 2% added monthly once past due

If you have any questions, please contact:

Mike McCabe
Email: accounting@roofinginnovation.com
Phone: (804) 839-5775

IV.O.10

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

Temporary Emergency Repair.

Flat Fee of $500 per repair to temporarily stop an active leak. This program prevents further damage while allowing for time to plan permanent repairs.

4. Firm Qualifications & Experience

V.B.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.

Roofing Innovations is a full service Class A roofing contractor servicing commercial clients from Virginia to New Jersey. We self-perform service work using W-2 employees who are trained to identify, diagnose and repair. Each of our Senior Service Technicians bring with them years of experience in full roof replacements, overlays and coatings. Even more importantly, our seasoned technicians each have a minimum of 10 years providing service work on all roof types. Because of their skills and our on-going training, we are able to service all types of steep and low slope roofs.

We are authorized to perform work for the following manufacturers: Elevate (formerly Firestone), Carlisle and Mulehide.

We are a small enough company to offer accommodations in the way we bill and report. We also take pride in showing our customers the work we perform. We love to show the situations that we encounter and how we were able to perform permanent repairs. Our job is to give you enough information to decide how to manage your roofs. We do not push for one solution over another, but we will provide opinions and pricing to help you make the decision that is best for your organization.

Most of our organization is squarely blue collar trained. We have a few college grads from UVA, Marshall, BYU and Richard Bland College. All of whom spend the majority of their time in the office ensuring payments get posted, processes are followed, and systems are functioning. Managers on your account are as follows:

Service Repairs				
Key Personnel	**Title**	**Participation**	**Experience in Role**	**Responsibilities**

Service Repairs				
Robert Rosenfeld	Relationship Manager	35%	3 Years	**Primary point of contact.** Reports to Branch Manager.
Wilmer Gonzalez	Superintendent	55%	21 Years	Manage service crews. Reports to Branch Manager.
Heather Sexton	Branch Manager	10%	4 Years	Overall operation of the Branch.
		100%		
Re-Roofs				
Key Personnel	**Title**	**Participation**	**Experience in Role**	**Responsibilities**
Robert Rosenfeld	Relationship Manager	30%	3 Years	**Primary point of contact.** Reports to Branch Manager.
Daniel Frias	Project Manager	60%	4 Years	Manage large projects. Reports to Branch Manager.
Wilmer Gonzalez	Superintendent	5%	21 Years	Manage service crews. Reports to Branch Manager.
Heather Sexton	Branch Manager	5%	4 Years	Overall operation of the Branch.
		100%		

5. References

V.B.4

Offeror Data Sheet, included as Attachment A to this RFP.

Attachment A to follow

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 8 Months 4

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 OWNER	CONTACT NAME	LENGTH OF SERVICE EMAIL	ADDRESS PHONE	CONTACT PERSON/PHONE #

1) Old Dominion University, Scott Burris, wburris@odu.edu, (757) 683-5871

2) Virginia Commonwealth University, Amanda Torres, torresa4@vcu.edu, (804) 433-9712

3) City of Richmond: Wastewater Treatment, Christopher Battle, christopher.battle@rva.gov, (804)

4) 646-8935 ServPro, Andrew Goldsberry, agoldsberry@servproctn.com, (804) 356-0930

5) Southern Virginia University, John Sargent john.sargent@svu.edu, (540) 261-8400

6) Virginia Union University, Rashad Towns, rktowns@vuu.edu, 804-856-0506

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

   ROOFING INNOVATIONS, LLC

   1607 Rhoadmiller Street, Suite A

   Richmond, VA 23220

   Branch Manager: Heather Sexton

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:_____

V.B.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.

Attachment B to follow

ATTACHMENT B

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

Offeror Name: ROOFING INNOVATIONS, LLC **Preparer Name:** Mark Babb

Date: 8/3/2026

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: 817697 Certification date: 10/21/2021

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: 817697 Certification date: 10/21/2021

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: JMU: RFP # MPM-1263 Date Form Completed: 8/3/2026

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

Offeror / Proposer:

Roofing Innovations, LLC (Firm) | 1607 Rhoadmiller St, Suite A, Richmond, VA 23220 (Address) | Mark Babb (Contact Person/No.)

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontractor Contract Amount (to include change orders)	Total Dollars Paid Subcontractor to date (to be submitted with request for payment from JMU)
N/A - Roofing Innovations is a designated Small Business and Self-performs all Service Work					

(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

6. VASCUPP Member Institution Sales History

V.B.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.

SALES	VASCUP INSTITUTION
119,861.00	College of William and Mary
104,734.00	Old Dominion University
599,389.00	Virginia Commonwealth University
0.00	Christopher Newport University
0.00	George Mason University
0.00	James Madison University
0.00	Longwood University
0.00	Norfolk State University
0.00	Radford University
0.00	University of Virginia (Charlottesville)
0.00	University of Mary Washington
0.00	University of Virginia (Wise)
0.00	Virginia Military institute
0.00	Virginia State University
0.00	Virginia Tech

Zone Map to follow

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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

V.B.7

Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

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.

Pricing Sheet to follow

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	$ 130 /hour	$ 195 /hour
Laborer	$ 130 /hour	$ 195 /hour
Inspector	$ 145 /hour	$ 217.5 /hour
Project Estimator	$ 155 /hour	$ 232.5 /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**
			%	$
Materials and equipment carry Zero mark-up. No discounts received or offered.			%	$
			%	$
			%	$

EQUIPMENT & RENTAL EQUIPMENT			
Item	**List Price**	**% Discount Off**	**University Price**
Crane ($/hour)	$ Market rates	%	$ No mark-up
Crane (daily mobilization)	$ Market Rates	%	$ No mark-up
Skylift ($/hour)	$ Market rates	%	$ No mark-up
Skylift (daily mobilization)	$ Market Rates	%	$ No mark-up

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

OTHER PRICING				
Early Payment Discount				0 %
Subcontractor Fees				0 %
credit card processing				03.5%
				$

Attachment A - complete

Attachment B - complete

Attachment D - complete (see V.B.6)

Attachment G - We do not have student internship and learning opportunities

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:

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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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)

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				**%**
				$
				$