JAMES MADISON UNIVERSITY.

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU7616

This contract entered into this 2nd day of November 2026, by Trueline Roofing, 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 14, 2026 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
  (a) Negotiations Summary, dated October 22, 2026

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

CONTRACTOR:	PURCHASING AGENCY:
By: David Smith Jr (Signature)	By: Michael Morrison (Signature)
Verified by signNow 11/05/2026 16:49:40 UTC fcc21c6c9ee845f88757	
David Smith Jr. (Printed Name)	Michael Morrison (Printed Name)
Title: Managing Member	Title: Lead Contract Officer and PM

Rev. 5/12/21

NEGOTIATION SUMMARY **TRUELINE ROOFING, LLC**

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

10/22/2026

The Primary Point of Contact for this Contract is:

David Smith – Managing Member
540-664-9449
david@truelineroofs.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.

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	$125.00 / hour	$190.00 / hour
Supervisor/Superintendent/Foreman	$95.00 / hour	$145.00 / hour
Skilled Roofer/Service Technician	$85.00 / hour	$130.00 / hour
Laborer	$65.00 / hour	$100.00 / hour
Inspector	$110.00 / hour	$165.00 / hour
Project Estimator	$110.00 / hour	$165.00 / hour
Pressure Washing Fee	$150.00 / hour	$225.00 / hour

- Pressure washing is an all-in-two-person crew and equipment rate. Separate labor will not be billed for the same crew hours.

MATERIALS, PARTS, & SUPPLIES			
Item	**Manufacturer**	**List Price**	**% Discount Off**
Asphalt Roof Systems	CertainTeed/GAF	Current published list	5%
Single-ply and low-slope	MuleHide/Elevate/Versico	Current published list	5%
Metal Roofing & Sheet Metal	Englert/PAC-CLAD	Current published list	5%
Insulation and decking	Hunter Panels/Georgia-Pacific	Current published list	5%
Sealants, fasteners, & accessories	Titebond/OMG/SFS	Current published list	5%
Materials without published list price.			

EQUIPMENT & RENTAL EQUIPMENT		
Item	**List Price**	**University Price**
Crane (hourly)	$225.00 / hour	NTE $225.00 / hour
Crane (daily mobilization)	$900.00 / day	NTE $900.00 / day
Skylift (hourly)	$77.50 / hour	NTE $77.50 / hour
Skylift (daily mobilization)	$440.00 / day	NTE $440.00 / day
Non-listed equipment		

- Crane rate assumes a 33-38 ton crane with operator and a four-hour portal-to-portal minimum; the $900 daily mobilization rate is the minimum daily charge and is not added after hourly charges reach $900.
- Skylift rate assumes a 6,000 lb, 40-42 ft telehandler with an eight-hour minimum; operator labor is separate. Daily mobilization covers normal Zone 2 delivery and pickup.

OTHER PRICING	
Subcontractor Fees	**10%**
Credit Card Fees	**3%**
Shipping and special order freight	**Actual documented cost**

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 Trueline Roofing, 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 [UCPJMU7616] end date.

WITNESS

WHEREAS, the University and Vendor have executed an agreement, UCPJMU7616, 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:

David Smith
Trueline Roofing, LLC
143 Cedar Mountain Drive
Stephens City, VA 22655
Email: david@truelineroofs.com

ACCEPTANCE

For James Madison University

Michael Morrison
Lead Contract Officer & Project Manager

11/5/2026
Date

For [Vendor]

David Smith Jr

Verified by signNow
11/05/2026 16:49:40 UTC
21e0c420ee8e4e409124

Managing Member

11/05/2026
Date

Agreement #: UCPJMU7616-PAC

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:

TRUELINE ROOFING LLC

143 Cedar Mountain Drive

Stephens City, VA 22655

By: David Smith Jr
(Signature)

Verified by signNow
08/18/2026 01:56:33 UTC
aaf61845aed043398d7b

Name: David Smith Jr.
(Please Print)

Date: 08/14/2026

Title: Managing Member

Web Address: www.truelineroofs.com

Phone: 540-664-9449

Email: david@truelineroofs.com

Fax #: N/A

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.

TRUELINE ROOFING LLC

TECHNICAL PROPOSAL

Roofing Inspection, Installation, Maintenance & Replacement

James Madison University | RFP MPM-1263 | eVA RFP-124560

Offeror	**TRUELINE ROOFING LLC**	**Proposal Due**	**August 18, 2026 - 2:00 PM ET**
Primary Contact	**David Smith Sr. - Primary JMU Account Contact**	**Authorized Signer**	**David Smith Jr. Managing Member**
Location	**Stephens City, Virginia**	**Proposal Date**	**August 14, 2026**

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Exhibit 2 - Personnel Resumes and Credentials EX-2
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Compliance Matrix

RFP Reference	Requirement	Proposal Location
V.B.2 / IV.A-N	Plan and methodology responding to the Statement of Needs	Technical Proposal; IV.O.1 and supporting sections
V.B.3	Expertise, qualifications, experience and assigned resumes	Offeror Profile; IV.O.2, IV.O.5 and IV.O.6; Exhibit 2 - Personnel Resumes and Credentials
IV.O.1	Approach for large and small roofing projects	IV.O.1
IV.O.2	Roofing inspection, installation, maintenance and replacement experience	IV.O.2
IV.O.3	Recent comparable completed projects with value, timeframe, work and contacts	IV.O.3 and Attachment A
IV.O.4	Warranty for services, materials and equipment; primary warranty contact	IV.O.4
IV.O.5	Relevant company and employee certifications/licenses	IV.O.5; Exhibit 1 - Company Licenses and Certifications

RFP Reference	Requirement	Proposal Location
IV.O.6	Assigned personnel, qualifications and primary account contact	IV.O.6; Exhibit 2 - Personnel Resumes and Credentials
IV.O.7	Management/workforce mobilization and fast-turnaround capability	IV.O.7
IV.O.8	Invoicing procedure; sample invoice and proposal	IV.O.8; Exhibit 3 - Sample Business Documents
IV.O.9	Change-order procedure; sample change-order form	IV.O.9; Exhibit 3 - Sample Business Documents
IV.O.10	Other goods/services and associated costs	IV.O.10 and Attachment I
Attachment H	Compliance with current JMU Design & Construction Guidelines and project-specific direction	IV.O.1 - JMU Design and Construction Guidelines; each work order
V.B.4-7	Attachments A, B, VASCUPP sales and proposed cost	Required JMU Forms section: Attachments A and B, VASCUPP Sales Statement and Attachment I
V.B.8	Optional student opportunities	Required JMU Forms section: optional Attachment G

Executive Summary

TRUELINE ROOFING LLC appreciates the opportunity to submit this technical proposal to James Madison University for campus-wide roofing inspection, installation, maintenance, repair and replacement services. TRUELINE understands that this solicitation is for an as-needed term contract covering a diverse portfolio of more than 150 buildings in an active university environment. Success under this contract will depend on disciplined inspection, accurate estimating, rapid coordination, safe execution, dependable supervision and complete documentation—not simply the ability to install roofing materials.

TRUELINE offers JMU a Virginia-based roofing partner with centralized project management, engineering-informed planning, formal safety and quality-control processes, and direct accountability from initial service request through warranty closeout. Our approach is designed for both small, time-sensitive service assignments and larger repair or replacement projects. Each assignment will begin with a defined intake and site-assessment process, proceed through a clear written proposal and purchase-order verification, and conclude with documented inspection, correction of deficiencies, warranty delivery and complete invoicing.

Our proximity to Harrisonburg - approximately 62 miles from Stephens City along the I-81 corridor - supports responsive mobilization while allowing TRUELINE to draw on established management, procurement and field resources. TRUELINE proposes David Smith Jr., a James Madison University graduate with a Bachelor of Science in Intelligence Analysis, as Managing Member and authorized representative providing executive and operations oversight; David Smith Sr. as primary JMU account contact and local project lead; Timothy Hildebrand, P.E., as project manager and project-controls/QA/QC lead; and Marco Suarez as superintendent providing daily field supervision. The local project lead or project manager and the assigned superintendent will remain present during field operations as required by the solicitation.

TRUELINE is federally certified by the U.S. Small Business Administration as a Veteran-Owned Small Business and Service-Disabled Veteran-Owned Small Business. The SBA approval is effective January 27, 2026, with the first certification renewal due January 27, 2029. TRUELINE maintains active SAM.gov and Virginia eVA registrations under federal Unique Entity ID YLZPLSLNAJ3. Virginia SBSD SWaM Application No. 846750 was submitted/resubmitted on August 5, 2026 and remains pending as of August 13, 2026. TRUELINE does not claim Virginia SWaM certification while the application is pending and identifies its federal SBA VOSB/SDVOSB certification separately.

> **TRUELINE Value:** A single accountable roofing partner that combines practical field execution with professional estimating, documentation, safety, quality control and warranty administration.

Offeror Profile and Qualifications

TRUELINE ROOFING LLC is a Virginia-based commercial and residential roofing contractor serving public, institutional and commercial clients. The company manages estimating, project planning, procurement, scheduling, field coordination, safety, quality control, billing, closeout and warranty administration through a standardized project-delivery system. TRUELINE maintains active vendor registrations supporting public-sector contracting and will remain authorized to transact business in the Commonwealth throughout the contract term.

Core Capabilities

- Roof inspections, leak investigation, condition assessment and professional reporting.
- Preventive maintenance, emergency repairs and planned corrective work.
- Removal, replacement and installation of low-slope and steep-slope roofing systems.
- Flashing, sheet-metal, drainage and rooftop-appurtenance repairs.
- Project-specific estimating with measurements, labor categories, materials, equipment, schedule, warranty and cost.
- Occupied-facility safety planning, daily pre-task coordination and documented site controls.
- Subcontractor qualification, supervision and written-approval controls.
- Quality-control inspections, punch-list correction, closeout and warranty administration.

Roofing Systems and Related Components

TRUELINE will evaluate and perform work on the roof systems and components identified by JMU, subject to the requirements of each work order, applicable manufacturer requirements and the qualifications of the assigned personnel and approved subcontractors.

Category	Systems / Components
Steep-slope	Asphalt shingles, slate and clay tile; Ludowici Celadon or approved equal where the JMU clay-tile standard applies
Low-slope	Fully adhered EPDM, ballasted rubber, built-up asphaltic roofing and other approved systems; 60-mil fully adhered EPDM where the JMU standard applies, with TPO/PVC considered only when accepted for the building use
Metal	Metal roofing, flashings, edges, penetrations and related sheet-metal work using the copper, stainless-steel or aluminum criteria applicable to the work order
Drainage	Roof drains, secondary drainage, scuppers, gutters, downspouts, canopies, overhangs and metal drain covers

Category	Systems / Components
Appurtenances	Parapets, vents, cupolas, curbs, roof hatches, snow guards, traffic pads and related minor construction/repair
Protective systems	Waterproof coatings and related approved repair materials

IV.O.1 - Service Approach, Methodology and Work Plans

TRUELINE will use one controlled process for all JMU assignments, scaled to the urgency, size and technical complexity of the requested work. Small repairs will move through a streamlined version of the process; major repair and replacement projects will include expanded planning, submittals, scheduling, safety controls and closeout. In every case, work will proceed only after JMU issues the applicable purchase order or written authorization.

Project Delivery Process

1. **Request Intake and Assignment:** Log the request, building, reported condition, urgency, JMU contact and access constraints. Assign a TRUELINE project manager or project lead and establish the communication channel.
2. **Site Access and Safety Planning:** Coordinate access, parking, keys, occupied-area restrictions and any immediate hazard controls. Complete a preliminary job hazard analysis before intrusive investigation or field work.
3. **Inspection and Documentation:** Perform field measurements, photographs, roof mapping and testing authorized by JMU. Record the roof system, insulation, deck, drainage and secondary drainage, flashings, penetrations, access route, roof hatch, traffic paths, snow guards, entry protection, roof utilities and observed deficiencies, as applicable.
4. **Written Findings and Estimate:** Provide a clear proposal describing existing conditions, recommended scope, alternatives where useful, labor categories, contract rates, materials, equipment, schedule, warranty, assumptions and total estimated cost.
5. **Authorization and Preconstruction:** Verify the purchase order and authorized value before work. Confirm project leadership, staffing, materials, submittals, site logistics, protection, schedule, background checks, approved subcontractors, applicable JMU Design & Construction Guidelines, compliance-checklist requirements and any needed variance approvals.
6. **Execution and Daily Control:** Conduct daily pre-task planning, maintain required on-site leadership, protect campus occupants/property, document labor and progress, inspect the work and communicate changes immediately.
7. **Quality Verification and Closeout:** Complete internal inspections and punch-list correction, demonstrate compliance, clean the work area and deliver applicable reports, warranties, as-builts, manuals, material records and final invoicing.
8. **Warranty Administration:** Register manufacturer warranties where applicable, retain closeout records and serve as JMU's primary contact for workmanship, material and equipment warranty matters.

Roof Inspection and Reporting

TRUELINE understands that JMU inspections may extend beyond a visual roof walk. When requested and priced, the inspection may include investigation or testing to confirm roof materials,

insulation type/thickness/attachment, deck type/condition and insulation location or quantity. TRUELINE will not perform destructive testing without authorization and will restore tested areas to a watertight condition.

- Building and roof identification, inspection date, weather, personnel and access method.
- Roof system, approximate area, age if known and overall condition.
- Annotated roof plan or clear location references with photographs keyed to deficiencies.
- Assessment of membrane/covering, seams, flashings, curbs, penetrations, edges and rooftop appurtenances.
- Assessment of drainage, including roof drains, scuppers, gutters, downspouts, canopies and overhangs.
- Immediate leak, safety or property-protection concerns.
- Prioritized repair, maintenance or replacement recommendations.
- Estimated labor, material, equipment, schedule and warranty implications.

Small-Scale and Fast-Turn Service Work

For leak calls, localized repairs, cleaning and small maintenance assignments, TRUELINE will use a concise work plan focused on rapid assessment, temporary protection when authorized, photo documentation, clear repair recommendations and efficient closeout. The project manager will verify the purchase order and scope before permanent work begins. If field conditions exceed the authorized work, TRUELINE will secure the area, notify JMU and follow the written change-control process.

Large Repair and Replacement Projects

For larger projects, TRUELINE will prepare a detailed preconstruction package covering schedule, project-specific safety controls, staging, access, material delivery, occupied-building protection, temporary weather protection, demolition sequencing, JMU Design & Construction Guidelines review, compliance/variance coordination, inspection hold points, subcontractor coordination, manufacturer requirements, daily reporting, closeout and warranty. Work will be sequenced to maintain building protection and minimize disruption to students, faculty, staff and University operations.

Occupied-Campus Safety and Conduct

- Site-specific job hazard analysis and daily pre-task planning.
- Fall-protection planning and documented inspections appropriate to the work.
- Controlled material staging, debris handling, lifting and exclusion zones.
- Protection of entrances, sidewalks, vehicles, landscaping and occupied interiors.
- Professional conduct, housekeeping and cooperation around students and University personnel.
- Verification of employee and subcontractor background checks before campus work.
- Daily coordination with the JMU project manager or contract administrator.
- Immediate reporting and correction of damage caused by TRUELINE operations.

Quality-Control Plan

Quality control will be integrated into planning and production rather than deferred to the end of the project. The project manager and job supervisor will verify approved materials, substrates, details and environmental conditions before installation; inspect work at defined hold points; document concealed conditions; and correct deficiencies before the work is covered or presented for final acceptance.

- Preconstruction review of scope, details, submittals and manufacturer instructions.
- Incoming-material and storage verification.
- Substrate/deck and existing-condition verification before installation.
- In-process inspection of attachment, seams, flashings, penetrations, edges, snow guards, traffic pads, drainage and secondary drainage, as applicable.
- Photo documentation and daily reporting.
- Final TRUELINE inspection, punch list and permanent correction before JMU acceptance.
- Closeout review confirming warranties, as-builts and required records are complete.

Asbestos and Hazardous-Material Coordination

JMU will provide asbestos inspection and abatement activities required for roofing work. TRUELINE will coordinate those activities with the JMU project manager and incorporate the coordination into the project schedule and proposal. TRUELINE will not disturb suspect material or assume asbestos testing or abatement responsibility unless separately authorized through a properly qualified party.

JMU Design and Construction Guidelines

TRUELINE has reviewed the current JMU Design & Construction Guidelines, Facilities Engineering & Construction, Version 4/3/26, referenced through Attachment H. For each work order, TRUELINE will coordinate the applicable Guidelines with the RFP, project specifications, approved submittals, governing codes, manufacturer requirements and written JMU direction.

For roofing scopes, TRUELINE will incorporate the applicable Section 7.2 criteria into inspections, estimates, submittals and execution. These criteria include roof access and traffic paths, snow and ice protection, entrance protection, roof utilities, roof hatches, drainage and secondary drainage, membrane or tile selection, flashing and sheet-metal details, concealed fasteners, gutters/downfalls and metal drain covers. Where the JMU standard applies, low-slope systems will use 60-mil fully adhered single-ply EPDM unless JMU accepts TPO, PVC or another system for the building use; clay tile will be Ludowici Celadon or approved equal.

TRUELINE will identify potential conflicts, nonapplicable provisions and required variances during preconstruction. Work affected by a variance will not proceed until JMU provides written direction or approves the JMU Design Standards Variance Form. The RDP/Contractor Compliance Form and applicable checklist will be completed and returned to the JMU project manager with preliminary construction drawings when required by the work order.

IV.O.2 - Relevant Roofing Experience

TRUELINE's operating model is built around professional roof assessment, estimating, planning, field execution, documentation and closeout. The company has experience coordinating commercial low-slope work, steep-slope replacement, roof repairs, deck replacement, occupied-facility protection and multi-location exterior programs. TRUELINE's leadership combines roofing operations, estimating, project management, safety and engineering-informed process control.

For JMU, that experience will be applied through a dedicated account structure and repeatable workflows. The same intake, inspection, authorization, safety, quality and closeout controls will be used across campus buildings, allowing JMU to receive consistent proposals and documentation even when work orders vary significantly in size or roof type.

Experience Most Relevant to JMU

- Commercial low-slope roofing and associated deck/metal work.
- Asphalt-shingle replacement and repair.

- Leak investigation, repair scoping and photo documentation.
- Occupied commercial/institutional work requiring access, protection and coordination.
- Project estimating, purchase-order controls, change orders and closeout documentation.
- Management of qualified field labor and subcontractors under TRUELINE supervision.
- Multi-site planning and standardized reporting.

The assigned leadership team is supported by current resumes and personnel profiles. David Smith Jr. is a James Madison University graduate with a Bachelor of Science in Intelligence Analysis and brings construction field-engineering, roofing-operations, military leadership and executive-accountability experience. David Smith Sr. brings more than 25 years of combined operations, safety, production, contractor-management and project experience, including approximately 9.5 years directly in roofing. Timothy Hildebrand, P.E., brings more than 25 years of engineering, project-delivery and operations leadership; holds Professional Engineer licenses in Texas (No. 159312), Washington (No. 42014) and West Virginia (No. 027828); and completed OSHA 30-Hour Construction Safety training. Marco Suarez brings commercial roofing field leadership based on his Blackstone Roofing employment from October 5, 2022, through March 26, 2026 and current TRUELINE field-supervision responsibilities.

IV.O.3 - Comparable Project Experience

TRUELINE presents four recently completed projects that demonstrate commercial roofing, occupied-facility coordination, building-envelope work, change management and closeout, together with one active roofing project included as supplemental current experience. The completed examples identify contract value, performance period, principal scope and reference contact as requested by the RFP. Attachment A separately provides the required prior-experience listing.

Project	Scope and Contract Value	Completion Status and Reference
CCAP Warehouse 112 S. Kent Street Winchester, VA 22601	Prime contract for approximately 6,100 SF of commercial low-slope roofing. Removed roofing to the existing built-up roof; installed 1.5-inch polyiso, 60-mil TPO, 24-gauge Kynar edge metal, coping, box gutter and downspouts. An approved change order replaced compromised decking with 22-gauge galvanized steel deck fastened to steel bar joists. Contract value: $66,359.	Completed July 2026. Andrea Cosans, Executive Director 540-533-2028 executivedirector@ccapwinchester.com
Charter Senior Living 350 Volunteer Drive Paris, TN 38242	Occupied assisted-living exterior-envelope project including siding, soffit, fascia, gutters, downspouts, trim and weather-protection systems. TRUELINE managed supervision, safety, quality control, subcontractors, concealed conditions, owner coordination and closeout. Original $189,000; final $264,000 after $75,000 in owner-approved change orders.	Completed August 11, 2025. Bethany Crutcher | 804-300-9744 bethany.crutcher@ascension.org

Project	Scope and Contract Value	Completion Status and Reference
Reston Homeowners Association 11301 North Shore Drive Reston, VA 20190	Commercial flat-roof replacement. Removed existing EPDM, flashings and edge metal; inspected substrate; installed 1/2-inch high-density cover board, Mule-Hide 60-mil EPDM, new edge metal and drainage components. Original and final value $13,372.20.	Completed July 2025 within the original schedule. Austin Mayhugh 703-435-6541 austin@reston.org
Craun LLC / 1630 S. Loudoun Street Winchester, VA 22601	Commercial EPDM replacement. Removed gravel and modified-bitumen roofing; installed 1-inch polyiso and 60-mil EPDM; completed flashings and parapet transitions; removed and reinstalled coping. Original and final value $6,500.	Completed October 2025 as scheduled. Christa Gates 540-539-5940 Christa.craunllc@gmail.com
City of God Church 32 East Avenue Hagerstown, MD 21740	Two-phase roof project including removal of vent stacks and HVAC units, perimeter fascia/nailer and gravel-stop edge-metal work, cleaning and detailing of the existing EPDM, and installation of a white Mule-Hide 100% silicone coating. Contract value: $87,658; two-year workmanship and 20-year manufacturer NDL warranties.	Active - July 2026 to present; nearing completion. Pastor Terrie Ann | 301-714-4740 thecoghag@gmail.com

IV.O.4 - Warranty Program

TRUELINE ROOFING LLC will warrant all work performed under the resulting contract and will serve as JMU's primary point of contact for warranty matters involving workmanship, materials and equipment. Warranty requirements established by JMU for an individual project will be reviewed and addressed in the written project proposal before the work is authorized.

Workmanship Warranty

Unless a longer or different warranty period is specified by JMU and incorporated into the applicable project proposal or work order, TRUELINE will provide a two-year workmanship warranty beginning on the date of substantial completion. The warranty will cover correction of defects directly resulting from TRUELINE's installation or workmanship, and covered corrective work will be performed at no additional cost to JMU.

The workmanship warranty will not cover damage or failure caused by pre-existing conditions outside TRUELINE's approved scope, structural movement, misuse, unauthorized alterations or repairs, acts of nature, ordinary wear, or failure of materials or equipment governed exclusively by a manufacturer's warranty. If a reported condition is outside the applicable warranty, TRUELINE will document its findings and provide recommended corrective action and pricing before performing additional work.

Manufacturer and Material Warranties

Roofing materials and equipment will be furnished with the manufacturer warranties available for the approved system and project requirements. Before including a manufacturer warranty in a

project proposal, TRUELINE will confirm that the proposed system, installation method and assigned personnel satisfy the manufacturer's eligibility requirements.

When applicable, TRUELINE will coordinate required manufacturer inspections, registrations and closeout documentation. TRUELINE will not represent that a particular manufacturer warranty is available until eligibility and project-specific requirements have been confirmed.

TRUELINE will remain JMU's primary point of contact and will assist with administration of manufacturer warranty claims, including coordinating inspections, communicating with the manufacturer and arranging authorized corrective work.

Warranty Response Process

- Record the building, roof area, reported condition and urgency of the request.
- Review the approved proposal, work records, photographs, product information and warranty documents.
- Coordinate an inspection with JMU and the manufacturer when manufacturer participation is required.
- Determine whether the condition involves workmanship, materials, equipment, pre-existing conditions or damage outside the completed scope.
- Correct covered workmanship defects, coordinate applicable manufacturer remedies, and document the final resolution for JMU's records.

Project Closeout

At project completion and before final payment when required, TRUELINE will provide written verification of the applicable workmanship warranty; copies of available manufacturer and equipment warranties; required registrations; maintenance and parts information; and applicable as-built or closeout documentation. Each project proposal will identify the proposed warranty duration, covered work, applicable exclusions, manufacturer warranty level and project-specific requirements established by JMU.

Warranty Administration

David Smith Sr. will coordinate warranty intake; Timothy Hildebrand, P.E., will support record review, corrective-work coordination and closeout; and David Smith Jr., Managing Member, will provide executive authorization for company warranty commitments.

IV.O.5 - Certifications and Licenses

Credential	Holder / Organization	Current Information
Virginia Class A Contractor License	**TRUELINE**	License No. 2705195913; Roofing Specialty (ROC); current through April 30, 2027.
Federal VOSB / SDVOSB	**TRUELINE**	SBA approval effective January 27, 2026; first certification renewal due January 27, 2029.
SAM.gov and Virginia eVA	**TRUELINE**	Active registrations under federal Unique Entity ID YLZPLSLNAJ3.
Virginia SWaM	**TRUELINE**	SBSD Application No. 846750 is pending. TRUELINE does not claim Virginia SWaM certification while the application is pending.
Professional Engineer	**Tim Hildebrand, P.E.**	Texas No. 159312; Washington No. 42014; West Virginia No. 027828.

Credential	Holder / Organization	Current Information
OSHA 30-Hour Construction	**Tim Hildebrand, P.E.**	Completed April 25, 2026.
Manufacturer Certifications	**TRUELINE**	Mule-Hide, Elevate and Uniflex Coatings.

IV.O.6 - Assigned Personnel

TRUELINE will manage JMU assignments through a four-person leadership structure with clear responsibility from executive authority through field execution. David Smith Jr., a James Madison University graduate and the company's Managing Member, provides executive oversight and serves as the authorized representative; David Smith Sr. serves as primary JMU account contact and local project lead; Timothy Hildebrand, P.E., leads project management, project controls and QA/QC; and Marco Suarez directs daily field operations as superintendent. The local project lead or project manager and the assigned superintendent will remain present during field work as required by the RFP, with qualified backup coverage for concurrent assignments or approved absences.

Assigned Person	Role	Qualifications and JMU Responsibility
David Smith Jr.	Managing Member / Authorized Representative / Executive Oversight	James Madison University graduate with a B.S. in Intelligence Analysis; six-year U.S. Army veteran and former construction field engineer. Provides executive accountability, staffing and production oversight, safety/quality escalation and authority for company commitments.
David Smith Sr.	Owner & VP of Business Development / Primary JMU Account Contact / Local Project Lead	More than 25 years in operations and project delivery, including approximately 9.5 years directly in roofing. Leads JMU communication, local site coordination, inspection, scope development and estimating.
Timothy Hildebrand, P.E.	VP of Operations / Project Manager / Project Controls & QA/QC	More than 25 years in engineering, project delivery and operations. Licensed P.E. in Texas, Washington and West Virginia; OSHA 30 trained. Leads planning, schedule/cost controls, technical review, QA/QC, reporting, change control and closeout.
Marco Suarez	Superintendent / Roofing Foreman / Field Supervisor	Commercial roofing field leader with Blackstone Roofing experience from October 5, 2022 through March 26, 2026. Directs daily field operations, safety, quality, crews/subcontractors, documentation, housekeeping and occupied-area protection.

Team Roles and Communication

David Smith Jr. will provide executive accountability, approve company commitments and serve as the authorized escalation point. David Smith Sr. will receive JMU requests, confirm receipt, coordinate site review and maintain the primary communication record for scope, schedule, approvals, field reports, invoices, changes and closeout. Timothy Hildebrand, P.E., will lead project planning, schedule and cost controls, technical review, QA/QC, change control and execution reporting. Marco Suarez will direct daily field operations, crew and subcontractor coordination, safety implementation, quality checks, site documentation, housekeeping and occupied-area protection.

JMU will receive one coordinated response path. Field personnel will not make unauthorized scope or cost commitments, and procurement-related communication during the solicitation will remain limited to JMU Procurement Services.

IV.O.7 - Mobilization and Fast-Turnaround Capability

TRUELINE's Virginia base in Stephens City is approximately 62 miles from the JMU campus and is connected to Harrisonburg primarily by I-81. This location supports responsive deployment while allowing management, estimating and procurement to remain centralized. TRUELINE will maintain work-order readiness through designated account leadership, prequalified field resources, supplier relationships and standardized inspection, safety and reporting tools.

Mobilization Method

- Confirm urgency, reported condition, access, occupancy and immediate property-protection needs at intake.
- Assign the project manager/project lead, supervisor and appropriate inspection or repair personnel.
- Coordinate access, parking, keys, background-check confirmation and any emergency restrictions with JMU.
- Mobilize inspection and temporary-protection materials appropriate to the reported condition.
- Source materials through established roofing suppliers and confirm manufacturer/project requirements.
- Scale staffing and approved subcontractor support for concurrent projects without reducing on-site supervision.
- Provide JMU a written project proposal and schedule before permanent work unless immediate temporary action is separately authorized.

TRUELINE will acknowledge each request promptly and provide a project-specific mobilization commitment after confirming urgency, access, safety, staffing, materials and weather. Arrival commitments will be confirmed in writing for the individual work order.

Concurrent-Project Capacity

TRUELINE will manage concurrent work by assigning a responsible project lead and qualified superintendent to each active field assignment, maintaining a consolidated schedule, and controlling procurement, subcontractor approval, daily reporting and closeout through centralized project administration. Marco Suarez will serve as the primary superintendent for JMU work, with comparably qualified backup supervisory coverage assigned when concurrent work or an approved absence requires it. The company will not accept a requested start date without confirming qualified supervision, labor, materials, safety resources and weather protection.

IV.O.8 - Invoicing Procedure

TRUELINE will submit clear, auditable invoices tied to the applicable JMU purchase order and approved project proposal. Invoices will identify the building/project, period of performance, authorized scope, work completed, labor/material/equipment charges, approved changes, retainage if applicable and current amount due. Supporting documentation will be included when required by the work order or contract. A sample commercial proposal and sample invoice are provided in Exhibit 3 - Sample Business Documents.

Invoice Controls

- Verify the purchase-order number, authorized value and billing terms before invoice preparation.
- Reconcile completed work to the approved proposal, daily reports and authorized changes.
- For time-and-material work, identify labor categories, contract hourly rates, verified hours and total material cost.
- Provide supplier invoices or apply the contracted discount from list price as required.
- Include equipment, mobilization or other charges only when allowed by the contract and approved estimate.
- Show retainage and previous payments when applicable.
- Confirm required closeout, warranties, as-builts and SWaM/subcontracting reports are submitted before final billing.
- Submit through the method designated by JMU and retain the complete billing record.

TRUELINE personnel performing time-and-material assignments will follow JMU's daily log-in/log-out requirement with the designated contract administrator. The company will begin enrollment in the required electronic-payment method within the post-award timeframe established by JMU.

IV.O.9 - Change-Order Procedure

TRUELINE will not perform work that exceeds the authorized purchase-order value without prior written approval from JMU. When concealed conditions, owner-requested revisions or other scope changes arise, TRUELINE will protect the work, document the condition and provide written cost and schedule information before proceeding. A sample change-order form is provided in Exhibit 3 - Sample Business Documents.

Change-Control Steps

- **Identify and Stabilize:** Stop the affected work where appropriate, maintain weather protection and address immediate life-safety or property-protection needs only as authorized.
- **Document:** Record photographs, measurements, relevant contract documents, field conditions and the reason the change was not included in the authorized scope.
- **Notify JMU:** Provide prompt written notice to the designated project manager and identify potential cost, schedule, warranty and operational effects.
- **Price the Change:** Prepare a written change proposal with labor, materials, equipment, subcontractor costs, markups/fees allowed by the contract and time impact.
- **Obtain Authorization:** Do not proceed with changed work until JMU provides the required written approval and purchase-order adjustment or other authorization.
- **Track and Close:** Maintain a change log, incorporate the authorized work into project records and include it separately on invoices and closeout documents.

IV.O.10 - Additional Goods and Services

Subject to JMU's needs, mutual agreement and the pricing/terms of the resulting contract, TRUELINE can provide related roofing and building-envelope services that support the inspected roof system and long-term asset performance. No additional service will be performed without

written authorization, and all associated charges will be stated in Attachment I or a project-specific approved proposal.

Potential Service	Description
Roof asset documentation	Roof plans/area records, condition history, photo logs, repair history and warranty records.
Preventive-maintenance planning	Prioritized repair programs, scheduled inspections and budget-oriented recommendations.
Drainage and accessory service	Gutter/downspout/canopy cleaning and related approved repairs.
Waterproofing and coatings	Approved waterproof coating systems and localized building-envelope repairs.
Emergency temporary protection	Temporary dry-in or property-protection work when separately authorized.
Technical documentation	Inspection reports, scopes, estimates, closeout packages and warranty tracking.

Commitment to James Madison University

TRUELINE understands that this contract requires more than roofing production. It requires a contractor capable of protecting an occupied university campus, responding professionally to changing needs, preparing fair and complete estimates, providing qualified supervision, maintaining written authorization controls and standing behind the completed work.

TRUELINE is prepared to establish a responsive, accountable working relationship with JMU Procurement Services, project managers, facilities personnel and other authorized stakeholders. That commitment is personally reinforced by David Smith Jr., a James Madison University graduate with a Bachelor of Science in Intelligence Analysis. TRUELINE will provide clear communication, safe and disciplined field operations, technically sound roofing work, complete documentation and prompt ownership of warranty matters throughout the contract term.

We appreciate JMU's consideration and look forward to the opportunity to support the University's diverse roofing portfolio.

Authorized Representative

Field	Authorized Entry
Name	David Smith Jr. - Managing Member
Title	Managing Member
Signature	
Date	8/7/2026

Verified by signNow
08/18/2026 01:56:33 UTC
db5dee77d66f40e4bf8e

OFFICIAL JMU SUBMISSION

REQUIRED FORMS

JMU FORMS & ATTACHMENTS

SUPPORTS RFP V.B.4-V.B.8

#	DOCUMENTS TO FOLLOW THIS DIVIDER
01	Attachment A - Offeror Data Sheet
02	Attachment B - SWaM Utilization Plan (both required pages)
03	VASCUPP 12-Month Sales Statement
04	Attachment I - Rates and Product Pricing
05	Attachment G - Student Internship and Learning Opportunities, only if completed and approved

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.
   Virginia Class A roofing contractor; see Technical Proposal and resumes for qualifications, staffing, safety, QA/QC and project capacity.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing these types of goods and services.

   Years 1 Months 5

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 #
CCAP Winchester	June-July 2026	112 S. Kent Street Winchester, VA 22601	Andrea Cosans 540-533-2028
City of God Church	July 2026-present	32 East Avenue Hagerstown, MD 21740	Pastor Terrie Ann 301-714-4740
Charter Senior Living	Jul.-Aug. 2025	350 Volunteer Drive Paris, TN 38242	Bethany Crutcher 804-300-9744
Reston Homeowners Assn.	July 2025	11301 N. Shore Drive Reston, VA 20190	Austin Mayhugh 703-435-6541
Craun LLC	October 2025	1630 S. Loudoun St. Winchester, VA 22601	Christa Gates 540-539-5940

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

   TRUELINE ROOFING LLC

   143 Cedar Mountain Drive, Stephens City, VA 22655

   Mailing: P.O. Box 123, Stephens City, VA 22655

   No separate branch office is responsible for this 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 [X] NO
   IF YES, EXPLAIN:_____

ATTACHMENT B

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

Offeror Name: TRUELINE ROOFING LLC **Preparer Name:** Tim Hildebrand

Date: 08/13/2026 SBSD application No. 846750 pending

Is your firm a **Small Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No__X__
If yes, certification number: _____ Certification date:_____

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and Supplier Diversity (SBSD)? Yes_____ No_____
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__X__
If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: Roofing Services - RFP MPM - 1263 Date Form Completed: 08/13/2026

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

Offeror / Proposer:

TRUELINE ROOFING LLC (Firm) | 143 Cedar Mountain Dr., Stephens City, VA 22655 (Address) | David Smith Jr. / 540-664-9449 (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	N/A	N/A	Self-preforming anticipated. SWaM - firms will be considered as opportunities arise,	$0	$0

(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

EXHIBIT B-1

VASCUPP 12-MONTH SALES STATEMENT

Roofing Services | RFP MPM-1263

Offeror: TRUELINE ROOFING LLC	**Reporting Period:** August 14, 2025 through August 13, 2026
Procurement: James Madison University RFP MPM-1263	**Statement Date:** August 13, 2026

In response to Item 6 of the Request for Proposal, TRUELINE ROOFING LLC reports the following sales to each current VASCUPP member institution during the preceding twelve months. TRUELINE ROOFING LLC had no sales to any VASCUPP member institution during this reporting period.

VASCUPP Member Institution	Sales
Christopher Newport University	$0.00
George Mason University	$0.00
James Madison University	$0.00
Longwood University	$0.00
Norfolk State University	$0.00
Old Dominion University	$0.00
Radford University	$0.00
University of Mary Washington	$0.00
University of Virginia	$0.00
Virginia Commonwealth University	$0.00
Virginia Military Institute	$0.00
Virginia State University	$0.00
Virginia Tech	$0.00
William & Mary	$0.00
TOTAL VASCUPP SALES	**$0.00**

CERTIFICATION: I certify that the information above is true and correct to the best of my knowledge and accurately reflects TRUELINE ROOFING LLC's sales to the listed VASCUPP member institutions during the reporting period stated above.

David Smith Jr

Signature

Verified by signNow
08/18/2026 01:56:33 UTC
5d1a3fa93d894651aaf3

David Michael Smith Jr.

Printed Name

08/17/2026

Date

Managing Member

Title

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

OFFEROR: TRUELINE ROOFING LLC **ATTACHMENT I**

LABOR RATES		
Personnel	**Normal Working Hours**	**Overtime/Weekend/ Holiday/Emergency Hours**
Supervisor/Superintendent/Foreman	$95.00 /hour	$145.00 /hour
Laborer	$65.00 /hour	$100.00 /hour
Inspector	$110.00 /hour	$165.00 /hour
Project Estimator	$110.00 /hour	$165.00 /hour
Pressure Washing Fee	$150.00 /hour	$225.00 /hour

- If other role designations are needed, please provide labor rates and an explanation of how this additional designation is needed to meet the needs expressed in the scope of the Request for Proposals.
- Please also address the % Off of List price for Parts & Supplies and Equipment/Rental Equipment offered to the University by Manufacturer. The University does not seek a complete catalogue of available products. Indicate which manufacturer's products you will offer to the University and the % Discount Off List you will offer the University. You may designate specific items as needed or if pertinent to the scope of the RFP. Add as many rows as needed but please follow the format laid out below.

PARTS & SUPPLIES				
Item	**Manufacturer**	**List Price**	**% Discount Off**	**University Price**
Asphalt roofing systems	CertainTeed / GAF	Current published list	5%	List less 5%
Single-ply and low-slope	MuleHide / Elevate / Versico	Current published list	5%	List less 5%
Metal roofing and sheet metal	Englert / PAC-CLAD	Current published list	5%	List less 5%
Insulation and decking	Hunter Panels / Georgia-Pacific	Current published list	5%	List less 5%

EQUIPMENT & RENTAL EQUIPMENT			
Item	**List Price**	**% Discount Off**	**University Price**
Crane ($/hour)	$225.00 /hour	0%	NTE $225.00 /hour
Crane (daily mobilization)	$900.00 /day	0%	NTE $900.00 /day
Skylift ($/hour)	$77.50 /hour	0%	NTE $77.50 /hour
Skylift (daily mobilization)	$440.00 /day	0%	NTE $440.00 /day

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

OTHER PRICING				
Early Payment Discount				0%
Subcontractor Fees				15%
				$
				$

See page 2 for additional role designations, product line, pricing terms, and personnel alignment.

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

OFFEROR: TRUELINE ROOFING LLC **ATTACHMENT I - CONTINUATION**

ADDITIONAL ROLE DESIGNATIONS		
Personnel	**Normal Working Hours**	**Overtime/Weekend/ Holiday/Emergency Hours**
Skilled Roofer / Service Technician	$85.00 /hour	$130.00 /hour
Project Manager	$125.00 /hour	$190.00 /hour

Skilled Roofer / Service Technician is needed for trade-level leak diagnosis, repairs, installation, and roof-service work. Project Manager is needed for work-order planning, schedule and cost control, technical review, coordination, documentation, QA/QC, reporting, and closeout.

PERSONNEL ALIGNMENT FROM SUBMITTED RESUMES	
Pricing / Oversight Role	**Proposed Personnel**
Project Manager / Project Controls / QA/QC	Timothy William Hildebrand, P.E.
Inspector / Project Estimator / Local Project Lead	David Michael Smith Sr.
Executive and Operations Oversight (not separately billed)	David Michael Smith Jr. (Mike)

PARTS & SUPPLIES - CONTINUATION				
Item	**Manufacturer**	**List Price**	**% Discount Off**	**University Price**
Sealants, fasteners, accessories	Titebond / OMG / SFS	Current published list	5%	List less 5%

OTHER PRICING - CONTINUATION	
Pricing Item	**University Rate / Treatment**
Materials without published list price	Actual verified supplier invoice + 15% procurement and handling
Equipment / rental coordination	Included in published equipment rates; non-listed equipment by pre-approved quote + 10%
Shipping and special-order freight	Actual documented cost
Zone 2 travel and standard mobilization	Included in labor rates
Payment processing	PayMode-X / ACH: 0%; credit or virtual card: 3%, if applicable

PRICING ASSUMPTIONS

- All labor rates are per person-hour and include labor burden, overhead, ordinary Zone 2 travel and mobilization, and standard administrative costs.
- Pressure washing is an all-in two-person crew and equipment rate; separate labor will not be billed for the same crew hours.
- Crane rate assumes a 33-38 ton crane with operator and a four-hour portal-to-portal minimum; the $900 daily mobilization rate is the minimum daily charge and is not added after hourly charges reach $900.
- Skylift rate assumes a 6,000 lb, 40-42 ft telehandler with an eight-hour minimum; operator labor is separate. Daily mobilization covers normal Zone 2 delivery and pickup.
- Special-order freight is billed at actual documented cost. Materials are tax-exempt when JMU exemption documentation is provided.

ATTACHMENT G

Student Internship and Learning Opportunities

Firm Name: TRUELINE ROOFING LLC
Primary Contact Name & Title: David Smith Sr., Owner / VP of Business Development
Email Address: dave@truelineroofs.com
Phone Number: 540-660-1253

Section 1: Overview of Student Engagement Potential/Opportunities

Summary of approach/willingness: TRUELINE is willing to offer JMU students paid project-management internships, project participation and job shadowing opportunities on roofing projects.

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:

[X] **Paid Experiential Roles**
Brief Description: Paid roofing project management internship supporting planning, scheduling, estimating, documentation, safety, quality control, and closeout.
Contact Information for Paid Experiential Roles, if different from Primary Contact: Same as Primary Contact

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

[X] **Participation in Projects**
Brief Description: Assist with project planning, site documentation, scheduling, progress tracking and closeout under supervision.
Contact Information for Participation in Projects, if different from Primary Contact: Same as Primary Contact

[X] **Job Shadowing**
Brief Description: Shadow project leadership through estimating, preconstruction, field coordination, quality control, and closeout.
Contact Information for Job Shadowing, if different from Primary Contact: Same as 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:

SUPPORTING DOCUMENTATION

EXHIBIT 1

COMPANY LICENSES & CERTIFICATIONS

SUPPORTS RFP IV.O.5

#	DOCUMENTS TO FOLLOW THIS DIVIDER
01	Virginia Class A Contractor License No. 2705195913, Roofing Specialty (ROC)
02	SBA VOSB and SDVOSB certification
03	Virginia State Corporation Commission (SCC) Certificate of Fact
04	Mule-Hide manufacturer certification
05	Elevate manufacturer certification

COMMONWEALTH of VIRGINIA

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

EXPIRES ON
04-30-2027

NUMBER
2705195913

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ROC

TRUELINE ROOFING LLC
143 CEDAR MOUNTAIN DR
STEPHENS CITY, VA 22655

DPOR

BRIAN WOLFORD, DIRECTOR

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)

DPOR COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS ROC
NUMBER: 2705195913 EXPIRES: 04-30-2027

TRUELINE ROOFING LLC
143 CEDAR MOUNTAIN DR
STEPHENS CITY, VA 22655

(FOLD)

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

DPOR-PC (02/2017)

Commonwealth of Virginia

State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That TrueLine Roofing LLC is duly organized as a Limited Liability Company under the law of the Commonwealth of Virginia;

That the Limited Liability Company was formed on February 16, 2025; and

That the Limited Liability Company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:

February 3, 2026

Bernard J. Logan, Clerk of the Commission

CERTIFICATE NUMBER : 2026020322894289

U.S Small Business
Administration

800-827-5722 | www.sba.gov
Office | 409 3rd St, SW. | Washington DC 20416

01/27/2026

David Smith

TRUELINE ROOFING LLC

143 CEDAR MOUNTAIN DR STEPHENS CITY, VA 22655

Dear David Smith,

Congratulations! I am pleased to inform you that TRUELINE ROOFING LLC has been approved for the following U.S. Small Business Administration (SBA) certification(s):

· Veteran-Owned Small Business (VOSB)

· Service-Disabled Veteran-Owned Small Business (SDVOSB)

TRUELINE ROOFING LLC is eligible for VOSB / SDVOSB contracts and will be identified as a certified VOSB / SDVOSB program participant SBS as of the date of this letter, **01/27/2026.**

To align with your existing certification, your effective date for recertification for all of your SBA certifications is **01/27. Your first certification renewal will be due 1/27/2029.**

Responsibilities

The information below sets forth requirements related to your business' continued eligibility and its responsibilities as a certified program participant:

· **Reporting Changes:** You are required to notify SBA in writing of changes to your business that could affect its eligibility. Please refer to the attached supplemental pages for more details and examples.

· **System for Award Management (SAM.gov):** You must keep the business' SAM.gov profile records up-to-date and active for the business to receive benefits from our Programs (i.e., to be identified by contracting officers as eligible to be awarded small business set-aside contracts and to be paid under any such contracts). You must validate your business' SAM.gov information at least annually or your SAM.gov registration will

become inactive. If you need assistance in updating the business' SAM.gov, please go to the SAM.gov Help Desk at https://FSD.gov/gSAfsd_sp.

· **SBA's Small Business Search (SBS.gov):** A SBS profile is automatically created when your SAM.gov registration has been fully validated and activated by SAM.gov. Currently, you are not able to access the SBS Supplemental Pages directly from SAM.gov. Once your profile is active you will be able to add supplemental information to enhance your SBS profile. If you need assistance in accessing and updating the business's SBS.gov profile, instruction can be found at the SBS Wiki or please go to SBS Support Portal at https://sbaone.atlassian.net/servicedesk/customer/portal/8.

· **Notices from SBA:** You are responsible for responding to notices from SBA, including, but not limited to: notices regarding certification renewals, eligibility reviews, protests, proposed decertification and termination actions, and recertification requirements. All SBA Programs send such notices to the business' email address listed in its MySBA Profile. If the business fails to respond to these notices, SBA will propose the business for decertification or termination, and may subsequently decertify or terminate it from participation in SBA Programs. Therefore, it is critical that you keep the business' SAM.gov and MySBA profiles current, including listing an active email address for contacting the business, and check your email's SPAM folder to make sure that you are receiving emails from SBA.

· **Contracting Requirements:** You are required to comply with the "prime-contractor limitations on subcontracting" rule when performing any small business set-aside contracts (see 13 CFR 125.6).

Resources and More Information

As a certified program participant, there are valuable free resources available to you, including:

· SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: https://www.sba.gov/tools/local-assistance.

· The "Contract Opportunities" function in SAM.gov (https://sam.gov/content/opportunities) serves as a central listing for Federal procurement opportunities. Anyone interested in doing business with the government can use this system to search opportunities. In addition, the "Contract Data" function in SAM.gov (https://sam.gov/content/contract-data) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories.

· SBA's Surety Bond Guarantee Program helps small businesses establish or increase bonding capacity. Bond guarantees increase eligibility for contracts up to $10M. Go to https://www.sba.gov/osg to find an SBA authorized agent.

· APEX Accelerators are an official government contracting resource for small businesses. Find your local APEX Accelerator for free government expertise related to contract opportunities by visiting our website: https://www.apexaccelerators.us.

Downloading Certification Icons

As a certified business participating in the program(s), you may visit SBA's website to download SBA-approved digital icons that indicate your certification status for use on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, you **cannot** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, the digital icon **cannot** be used on a company's letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format.

Misrepresentation

Any business found to have willfully misrepresented its certification status in obtaining an SBA program set-aside or sole source award may be subject to a range of civil and criminal penalties, treble damages under the False Claims Act, and/or suspension or debarment from federal contracting.

Next Steps

It is important that you review the attached supplemental pages carefully. These pages contain vital details about the program(s) you are now certified in, including period of eligibility, next steps, guidelines, and additional resources.

Our SBA team is here to support you and your business as you pursue new growth and build capacity. Please keep a copy of this letter to confirm TRUELINE ROOFING LLC's continued program eligibility. Wishing you much success!

Sincerely,

Brittany Sickler
Acting Deputy Associate Administrator
Office of Certifications and Eligibility

All SBA programs and services are extended to the public on a nondiscriminatory basis.

August 17, 2026

TrueLine Roofing, LLC
P.O. Box 123
Stephens City, Virginia 22655

RE: Warranty Eligibility

To Whom It May Concern:

This letter is to confirm that **TrueLine Roofing, LLC** is an independent roofing contractor eligible to apply for MuleHide EPDM, TPO, PVC, Acrylic and Silicone System Warranties.

Their Warranty Eligible Contractor number is **C052698620**.

All projects must be completed to MuleHide published specifications in order to qualify for a warranty.

Should you have any questions, please feel free to contact the acting MuleHide Territory Manager, Nick Musel at , or myself at the corporate office.

Sincerely,
MULE-HIDE PRODUCTS CO., INC.

Stacie Bennett
Technical Administrative Manager

ELEVATE

Date 07/23/2026

Lic#: 40016275

TRULINE ROOFING LLC
PO BOX 123
STEPHENS CITY, VA 22655

Dear David Smith:

Congratulations! Your application to become a Licensed Elevate Contractor has been approved for the system(s) listed below. We welcome you as a member of the select group of contractors authorized by Elevate to install our warranted systems for the following material type(s):
ELEVATE LICENSED EPDM ROOFING
LICENSED THERMOPLASTIC ROOFING
LICENSED SKYPAVERS
LICENSED DAYLIGHTING
LICENSED GARDEN ROOF

Please note the following:

1. Your Elevate License license number is listed at the top of this letter. This number is important, and will be used whenever you are corresponding with Elevate.
2. You will receive a separate notification containing information for registration to enter a Pre-Installation Notice (PIN).
3. Visit the Elevate website to view and download the most up to date product, technical and installation information and details, gain access to the newest technical applications, as well as order literature and samples.
4. While at the Elevate website, please sign up for E-Bulletins. These bulletins communicate the latest Technical, New Product, Marketing, and Warranty information and policies to our contractors.

Job Start Training Available
In order to make sure you and your crews are completely familiar with the correct application of our products and flashing details, we recommend JOB START (pre-job) training, prior to the start of your first warranted project. We want to train your crews, so you meet our warranty requirements and fulfill your obligations to the owner. Training prior to the job start is a way for you and your crew to get some helpful application tips to install the highest quality jobs at a faster pace. You can request job start training through the Elevate PIN site. Please submit your request for job start assistance a minimum of 14 days prior to beginning your first project.

For any questions you have regarding your account please contact your Holcim Sales Representative:
Nick Shivery
Phone: +14107372100
Fax: +18005422729
Email: Nick@acpllc.com

Our contractor partnerships are based on quality products, quality services and quality installations. On behalf of everyone at Elevate, we look forward to building this partnership with you.



Michael Huber
Director of Warranty Services

SUPPORTING DOCUMENTATION

EXHIBIT 2

PERSONNEL RESUMES & CREDENTIALS

SUPPORTS RFP V.B.3 AND IV.O.5-IV.O.6

#	DOCUMENTS TO FOLLOW THIS DIVIDER
01	David Smith Jr. resume (James Madison University B.S. in Intelligence Analysis)
02	David Smith Sr. resume
03	Timothy Hildebrand, P.E. resume
04	Marco Suarez resume
05	Timothy Hildebrand, P.E. license verifications: Texas, Washington and West Virginia
06	Timothy Hildebrand OSHA 30-Hour Construction Safety evidence

DAVID MICHAEL SMITH JR.

MANAGING MEMBER | EXECUTIVE OVERSIGHT | CONSTRUCTION OPERATIONS

Roofing & Building-Envelope Operations | Production Leadership | Safety & Quality | Government Contracting

Bunker Hill, West Virginia | (540) 664-9449 | david@truelineroofs.com | truelineroofs.com

PROFESSIONAL PROFILE

Managing member, construction-operations leader and service-disabled U.S. Army veteran with experience in roofing and building-envelope operations, field engineering, project coordination, production planning, safety, quality control and executive oversight. Leads management and daily operating accountability for TrueLine Roofing, coordinating people, subcontractors, materials, schedules, compliance and project execution across commercial, residential, institutional and public-sector work. Brings disciplined leadership from six years of Army service, including service with the 160th Special Operations Aviation Regiment, and formal education in intelligence analysis.

SELECTED LEADERSHIP & CONSTRUCTION QUALIFICATIONS

- **Executive accountability:** Serves as TrueLine Roofing's Managing Member, with responsibility for management, daily business operations and executive decision-making.
- **Roofing operations:** Provides oversight for commercial and residential roofing, service, maintenance, replacement and related building-envelope work.
- **Project delivery:** Coordinates production planning, staffing, subcontractors, materials, schedules, safety, quality documentation and closeout requirements.
- **Public-sector readiness:** Supports licensing, vendor registrations, compliance documentation and company readiness for institutional and government contracting.
- **Military leadership foundation:** Applies Army-developed discipline, accountability, readiness and team coordination to company operations and project execution.

PROFESSIONAL EXPERIENCE

TRUELINE ROOFING LLC

Virginia / Multi-State

Managing Member

February 2025 - Present

- Serves as 51% owner and Managing Member, providing executive oversight and maintaining responsibility for management and daily business operations.
- Directs operational planning for commercial and residential roofing and building-envelope work, including production priorities, staffing, subcontractor coordination, materials, safety, quality and schedule performance.
- Works with project management, estimating, field supervision and administrative personnel to carry assignments from scope development and proposal through mobilization, execution, documentation, warranty and closeout.
- Supports company licensing, supplier and manufacturer relationships, government-vendor registrations, SDVOSB/SWaM readiness and multi-state growth.
- Maintains executive accountability for aligning client commitments, project resources and field execution.

PROFESSIONAL EXPERIENCE, CONTINUED

WARFEL CONSTRUCTION

Pennsylvania

Field Engineer

August 2022 - July 2023

- Supported active construction-project execution through field coordination, document control, progress tracking and communication between project management, superintendents, subcontractors and office personnel.
- Assisted with plan and specification review, field observations, quality and safety documentation, issue follow-up and organized project records.
- Gained direct experience in the daily coordination, accountability and documentation required to execute construction work in an active field environment.

MILITARY SERVICE

UNITED STATES ARMY — United States
Soldier / 160th Special Operations Aviation Regiment — 2016 - 2022

- Served six years in the U.S. Army, including assignment with the 160th Special Operations Aviation Regiment (SOAR).
- Worked in a disciplined, high-accountability environment emphasizing readiness, safety, teamwork, operational security and dependable execution.
- Developed leadership, communication, problem-solving and mission-support skills directly applicable to construction operations and executive oversight.

EDUCATION

JAMES MADISON UNIVERSITY — Harrisonburg, Virginia
Bachelor of Science, Intelligence Analysis — 2023 - 2026

- Coursework and analytical training focused on structured analysis, research, critical thinking, information assessment and clear communication.
- Applies analytical discipline to risk identification, planning, operational decision-making and project oversight.

LICENSES & MANUFACTURER CREDENTIALS

- Virginia Class A Contractor's License - Roofing Specialty
- West Virginia Commercial Contractor's License
- Manufacturer credentials: Mule-Hide, Elevate, Uniflex, Duro-Last and Versico

MILITARY AWARDS & RECOGNITION

- Army Achievement Medal
- National Defense Service Medal
- Army Aviation Badge
- Army Good Conduct Medal
- Global War on Terrorism Service Medal
- 160th Special Operations Aviation Regiment service

ADDITIONAL QUALIFICATIONS

- Service-Disabled Veteran
- Experienced working with executives, project managers, field supervisors, subcontractors, suppliers and administrative teams
- Available for executive oversight, operating accountability and project-support responsibilities on institutional and public-sector roofing programs

DAVID MICHAEL SMITH SR.

OWNER & VICE PRESIDENT, BUSINESS DEVELOPMENT

Project Management | Roofing & Building-Envelope Operations | Business Development | TRUELINE

Stephens City, Virginia | david@truelineroofs.com | truelineroofs.com

EXECUTIVE PROFILE

Operations, project-coordination and business-development professional with more than 25 years of combined experience in manufacturing operations, safety, production, contractor management, client service and project execution, including approximately 9.5 years of direct roofing-industry experience. Roofing background includes commercial low-slope and steep-slope replacement, TPO and metal-roof retrofit projects, exterior siding and building-envelope work, multi-site public-sector programs, service and maintenance operations, estimating and scope development, material planning, scheduling, occupied-facility coordination, quality control and closeout.

ROOFING EXPERIENCE OVERVIEW

> Approximately 9.5 years directly in roofing, with leadership responsibilities spanning business development, estimating, scope development, service operations, material planning, scheduling, project coordination, quality control and client communication. Experience includes TPO, metal-roof retrofits, low-slope and steep-slope systems, siding and exterior assemblies, leak service, multi-facility maintenance and complex occupied or industrial projects.

SELECTED PROJECT LEADERSHIP & ROOFING EXPERIENCE

- **CCAP, Winchester, Virginia - 2026:** Served as sales/account lead and project manager for an approximately $66,000, 61-square, 60-mil TPO reroof with 1.5-inch polyiso; coordinated scope, contracting, subcontractors, materials, scheduling, client communication, a 22-gauge steel-deck change order, warranty inspection and closeout.
- **Charter Senior Living, Paris, Tennessee - completed 2025:** Served as client/account lead and project manager for TRUELINE's prime contract, which grew from $189,000 to $264,000 as concealed conditions were addressed; scope covered siding, soffit, fascia, gutters, downspouts, trim and building-envelope repairs at a fully occupied senior-care facility, with daily coordination, safety, quality control and closeout.
- **Berkeley County Public Schools - approximately $5 million:** Led account development and coordination for a Sourcewell program covering ten school reroofs and multiple commercial roofing systems.
- **Valley Health / Winchester Medical Center - approximately $1.5 million:** Led client and account coordination for a sole-source operating-room reroof in a critical, occupied healthcare environment.
- **Industrial and manufacturing roofing:** Supported scope, account and project coordination for the Fabritek TPO-over-metal retrofit (approximately $300,000), Axalta laboratory reroof (approximately $350,000) and Berryville Graphics reroof (approximately $500,000).
- **Multi-facility service and reroof accounts:** Established BlackStone's service program and managed account development and coordination for a fuel-oil company reroof portfolio and a Trex monthly inspection-and-repair program with multiple reroofs.

PROFESSIONAL EXPERIENCE

TRUELINE ROOFING LLC — Stephens City, Virginia

Owner & Vice President, Business Development — February 2025 - Present

- Leads client development, sales/account coordination and project management for selected TRUELINE commercial roofing and building-envelope assignments while supporting licensing, estimating, procurement, scheduling and execution.
- Carries assignments from opportunity identification and scope development through contracting, subcontractor and material planning, client communication, change management, warranty matters and closeout.
- Works with executive leadership, project management, estimating, field supervision and safety/quality personnel to align client commitments with safe, properly planned execution.

- Project leadership includes the CCAP TPO reroof in Winchester, Virginia, and TRUELINE's occupied-facility exterior renovation for Charter Senior Living / Ascension in Paris, Tennessee.

BlackStone Roofing Virginia

Business Development Manager & Service Manager January 2023 - February 2025

- Led client-account and business-development functions while supporting estimating, scheduling and project coordination across commercial and residential roofing operations.
- Created and managed the service department, including client acquisition, service sales, estimating, scheduling, work coordination and billing.
- Expanded the company from primarily public-sector work into negotiated private commercial and residential accounts while supporting estimating, material ordering, scheduling and project management.
- Developed recurring service and multi-facility reroof relationships, including Trex, a regional fuel-oil company and Berryville Graphics.

Skyline Roofing Inc. Northern Shenandoah Valley

Business Development / Sales Manager January 2018 - January 2023

- Developed and managed a large regional roofing account portfolio across public schools, healthcare, industrial, manufacturing and commercial facilities.
- Managed three direct reports and led territory planning, client meetings, account strategy and coordination of roofing solutions.
- Helped expand the regional operation from approximately $1 million to $10 million in annual roofing work through long-term account development and coordinated project solutions.
- Managed territory development and key-client relationships across the Northern Shenandoah Valley.

McElroy Metal Virginia

Production Manager / Territory Manager 2015 - 2018

- Managed production at a regional plant manufacturing metal roofing and building products for the steel-roofing industry.
- Promoted to Territory Manager for Virginia, leading contractor sales, territory development and product support throughout the Commonwealth.

DuPont Performance Coatings Division Virginia

Operations & Safety Management 1999 - 2015

- Managed operations and safety responsibilities in a flammable-chemical manufacturing environment.
- Served as a professionally trained fire-brigade member and supported extensive contractor-safety and workforce-training programs.
- Directed project coordination for new equipment and production-line installations and oversaw outside-contractor activities.

LICENSES & MANUFACTURER CREDENTIALS

- Virginia Class A Contractor's License - Roofing Specialty
- West Virginia Commercial Contractor's License
- Manufacturer credentials: Mule-Hide, Elevate, Uniflex, Duro-Last and Versico

TIMOTHY WILLIAM HILDEBRAND, P.E.

VICE PRESIDENT OF OPERATIONS | PROJECT EXECUTIVE | PROFESSIONAL ENGINEER

Project Management | Engineering | Construction & Roofing | Operations | Government Contracting

Georgetown, Texas | (206) 330-7018 | tim@truelineroofs.com | truelineroofs.com

PROFESSIONAL PROFILE

Project executive, Professional Engineer and U.S. Coast Guard veteran with more than 25 years of progressive responsibility across civil engineering, complex project delivery, medical-device operations, product development, construction, roofing and business infrastructure. Experienced leading projects from feasibility and scope definition through estimating, contracting, budget and schedule control, team and vendor coordination, risk management, quality assurance and closeout. Combines disciplined engineering judgment with hands-on leadership, clear stakeholder communication and the ability to turn complex requirements into organized, executable plans.

CORE PROJECT MANAGEMENT QUALIFICATIONS

Project planning and execution | Scope, budget and schedule control | Estimating and preconstruction
Cross-functional team leadership | Client and stakeholder communication | Vendor and subcontractor management
Contract administration | Procurement and logistics | Change orders, risk controls and documentation
Engineering and technical coordination | Safety and QA/QC | Regulatory compliance and project closeout

PROJECT MANAGEMENT OVERVIEW

> Leadership experience spans civil/site-development teams, engineering consultants, medical-device product programs, construction subcontractors, suppliers, field personnel, executives, public agencies, institutional clients and occupied-facility stakeholders. Known for establishing accountability, maintaining organized records, identifying risk early and keeping technical, financial and operational priorities aligned.

SELECTED PROJECT & PROGRAM LEADERSHIP

- **TRUELINE project-delivery systems:** Developed standardized estimating, takeoff, pricing, contract, safety, QA/QC, inspection, warranty and subcontractor-management processes for commercial and residential roofing operations.
- **Multi-site building-envelope program:** Supported planning and commercial structuring for roofing, windows and siding assignments across multiple states, including scope review, budgets, payment terms, subcontractor strategy, exclusions and project risk.
- **Government and institutional readiness:** Coordinated multi-state licensing, vendor registrations, solicitation reviews and documentation supporting SDVOSB, SAM.gov, eVA, OASIS, eMMA and other public-sector procurement channels.
- **Spine360 / Omni Surgical operations:** Helped lead cross-functional execution within a spinal-implant organization generating approximately $35-$40 million in annualized net sales, aligning engineering, products, inventory, distribution, sales and surgeon relationships.
- **Trikon spinal-product portfolio:** Directed startup planning and product-development coordination for multiple implant systems, working with surgeons, engineers and regulatory resources through design, intellectual-property and 510(k)-related activities.
- **Pacland open-air mall redevelopment:** Managed a multidisciplinary civil team and coordinated architects, municipalities and multiple building and infrastructure workstreams involving demolition, new roads, grading, utilities, stormwater systems and changing scopes.

PROFESSIONAL EXPERIENCE

TRUELINE ROOFING LLC — Virginia / Texas
Vice President Of Operations — January 2026 - Present

- Provides executive and project-management leadership for commercial and residential roofing, exterior construction, institutional work and government opportunities across multiple states.

- Coordinates estimating, preconstruction, scope development, proposal strategy, contracts, project planning, procurement, subcontractor requirements, safety and quality-control documentation.
- Built repeatable systems for material takeoffs, labor costing, margin analysis, scheduling, project records, inspections, warranties, change management and closeout.
- Supports multi-state expansion, licensing, vendor registrations, government-contracting readiness and evaluation of individual projects and broader programs ranging from hundreds of thousands to multimillion-dollar scale.

TRIKON SPINE Austin, Texas

Co-Founder & Chief Operating Officer 2016 - 2023

- Co-founded and helped build a medical-device startup, establishing priorities, development plans, outside resources and operating processes for a new spinal-implant portfolio.
- Managed cross-functional product programs involving surgeons, engineering consultants, intellectual-property counsel, suppliers and regulatory activities associated with commercialization and the 510(k) process.
- Helped develop minimally invasive pedicle screw, interbody fusion, cervical plate and specialized pedicle screw systems; contributed direct engineering design and technical documentation.

SPINE360 / OMNI SURGICAL Austin, Texas

Chief Operating Officer / Head of Product Development 2008 - 2016

- Held broad responsibility for day-to-day execution and organizational systems within a growing spinal-implant and surgical-technology company.
- Coordinated engineering, product development, sales, inventory, distribution, surgeon relationships and operating priorities in support of approximately $3 million in average monthly net sales.
- Applied engineering and project-management discipline to product development, commercialization, resource planning, issue resolution and cross-functional accountability.
- Contributed to patented spinal implant design work, including U.S. Design Patent USD674,900 S1.

PACLAND Bellevue, Washington

Project Manager / Civil Engineer 2007 - 2008

- Led a team consisting of a junior engineer, design engineer and drafter on commercial, retail and mixed-use site-development assignments.
- Managed grading, utilities, stormwater conveyance, detention and water-quality design; coordinated architects, municipalities, permitting requirements, budgets, schedules and evolving scopes.
- Representative work included a major enclosed-mall-to-open-air redevelopment, fast-food sites and traffic analysis for a large technology-company campus.

CONCEPT ENGINEERING / GEODATUM Issaquah / Seattle, Washington

Project Engineer / Civil Engineer 1998 - 2007

- Progressed through civil engineering roles at Concept Engineering (1998-2005) and GeoDatum (2005-2007), supporting residential, commercial and roadway-development projects.
- Prepared and coordinated grading, drainage, stormwater, sewer, water, roadway, erosion-control and platting work, including detention facilities and frontage improvements.
- Performed feasibility and engineering-cost evaluations and coordinated clients, survey and drafting resources, architects, agencies and permitting authorities.

EDUCATION, LICENSURE & SERVICE

- University of Houston - Bachelor of Science, Civil Engineering, with Honors, 1998
- Professional Engineer - Texas License #159312; Washington License #42014; West Virginia License #27828
- OSHA 30-Hour Construction Safety
- United States Coast Guard Veteran, 1988-1992

MARCO SUAREZ

COMMERCIAL ROOFING FOREMAN | FIELD SUPERVISOR

marco.suarez@truelineroofs.com

PROFESSIONAL SUMMARY

Commercial roofing foreman and field supervisor with more than three years of experience leading day-to-day field activities, organizing crews, coordinating jobsite readiness, and supporting safe, high-quality project execution. Experienced in work sequencing, crew and subcontractor coordination, installation-quality monitoring, field-condition response, work-area protection, housekeeping, and daily progress documentation. Completed Carlisle Installer School and Carlisle Foreman School training.

CORE ROOFING COMPETENCIES

Commercial Roofing Operations | Crew Leadership | Jobsite Safety | Quality Control | Work Sequencing | Material & Equipment Readiness | Subcontractor Coordination | Field Documentation | Work-Area Protection | Scope Review

PROFESSIONAL EXPERIENCE

TRUELINE ROOFING LLC | Roofing Superintendent / Field Supervisor — **June 2026 - Present**

- Support field planning and scope evaluation for roofing, gutters and downspouts, decking, synthetic slate, and repair projects.
- Coordinate with operations and estimating personnel to identify field requirements, sequencing considerations, and material or equipment needs before work begins.
- Provide field-leadership support focused on safe execution, workmanship, organized jobsites, clear communication, and dependable project follow-through.

BLACKSTONE ROOFING | Roofing Foreman / Field Supervisor — **October 5, 2022 - March 26, 2026**

- Led day-to-day commercial roofing field activities and organized crews to keep work moving safely, efficiently, and in accordance with project requirements.
- Coordinated crew assignments, subcontractor activities, work sequencing, and field communication to support productive daily operations.
- Monitored installation quality, identified field conditions, and worked with project leadership to address issues and maintain workmanship standards.
- Maintained jobsite safety, housekeeping, work-area protection, and material and equipment readiness throughout active roofing operations.
- Documented daily progress and communicated jobsite needs, schedule impacts, and field conditions to project leadership.

PROFESSIONAL TRAINING

Carlisle Installer School | Carlisle Foreman School

PE LS

Texas Board of Professional Engineers and Land Surveyors

Number: **159312**
Status: **ACTIVE**
Expires: **9/30/2026**

TIMOTHY WILLIAM HILDEBRAND

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

State of Washington
BOARD OF REGISTRATION FOR PROFESSIONAL
ENGINEERS AND LAND SURVEYORS
P O Box 9025
Olympia, WA 98507



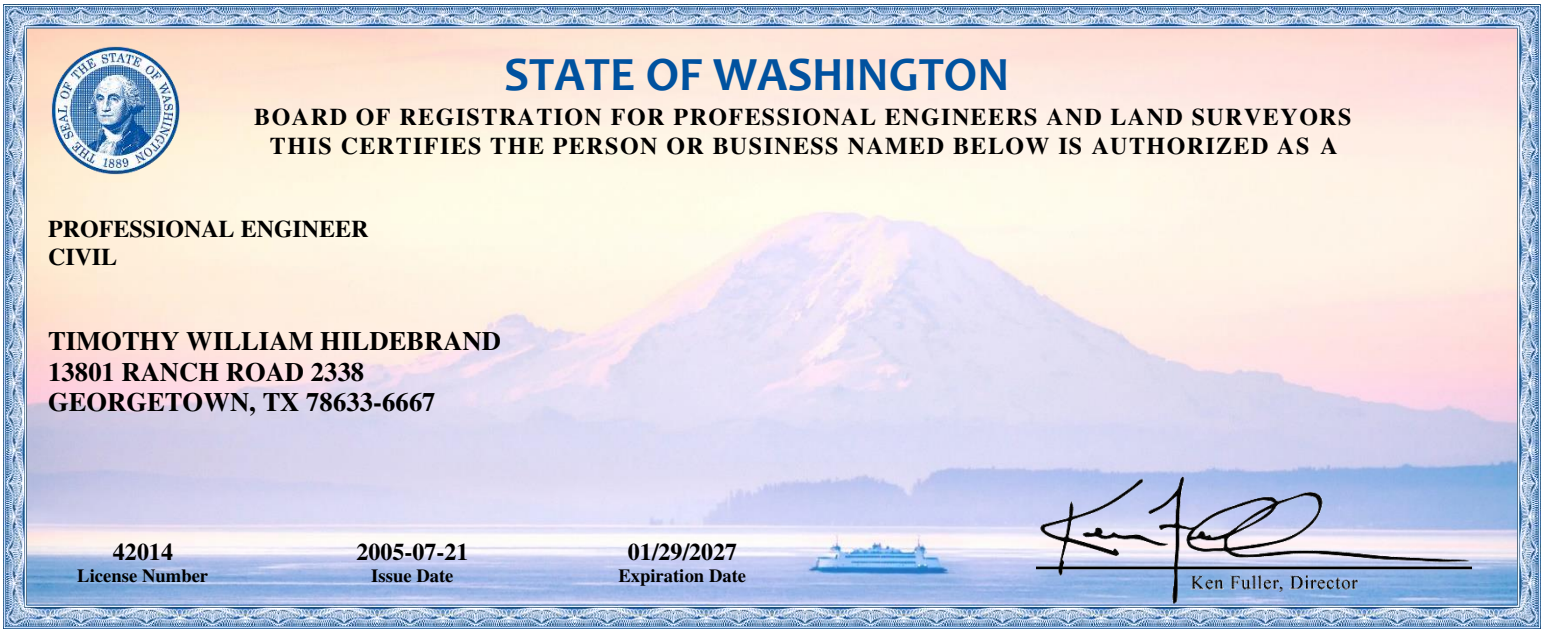
TIMOTHY WILLIAM HILDEBRAND
13801 RANCH ROAD 2338
GEORGETOWN TX 78633-6667

A REMINDER FROM THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS

WAC 196-27-020 FUNDAMENTAL CANONS AND GUIDELINES FOR PROFESSIONAL PRACTICE.

(2) REGISTRANTS SHALL PERFORM SERVICES ONLY IN AREAS OF THEIR COMPETENCY.

(C) REGISTRANTS SHALL NOT AFFIX THEIR SIGNATURES OR SEALS TO ANY PLAN OR DOCUMENT DEALING WITH SUBJECT MATTER IN WHICH THEY LACK COMPETENCE BY VIRTUE OF EXPERIENCE OR TO ANY SUCH PLAN OR DOCUMENT NOT PREPARED UNDER THEIR SUPERVISORY CONTROL.



(R/4/23)

West Virginia State Board of Registration for Professional Engineers

SEARCH

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- ard Members
- ard Staff
- ency Organization Chart

Search: Results

For additional detail, click on the Individual or Company Name

Name	Address	City	State	Zip	License #	Status	Expiration
HILDEBRAND, TIMOTHY WILLIAM	13801 RANCH ROAD 2338	GEORGETOWN	TX	78633	027828	Active	12/31/2026

CERTIFICATE OF COMPLETION

This certifies that

Timothy W Hildebrand

has successfully completed the course

OSHA 30 Hour Outreach Training Program - Construction

CEUs	Credit Hours	Completion Date
3.0	30.00	04/25/2026

ACCREDITED IACET PROVIDER

Jason Cole, Trainer C 26-0113289 and G 26-0084457

Scan to Verify

"As an OSHA Outreach Training Program trainer, I affirm that I have conducted this OSHA Outreach Training Program training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their course completion card within 90 calendar days of the end of the class."

"As an IACET Accredited Provider, 360training.com, Inc. offers IACET CEUs for its learning events that comply with the ANSI/IACET Continuing Education and Training Standard."

THIS CERTIFICATE IS NON-TRANSFERABLE

SUPPORTING DOCUMENTATION

EXHIBIT 3

SAMPLE BUSINESS DOCUMENTS

SUPPORTS RFP IV.O.8-IV.O.9

#	DOCUMENTS TO FOLLOW THIS DIVIDER
01	Sample commercial proposal
02	Sample invoice
03	Sample change-order form



ROOF REPLACEMENT PROPOSAL

Prepared By:
TrueLine Roofing LLC

Prepared for:
Smith Co

123 Main Street
City, VA 22601

johndoe@smithco.com
(540) 622-2100

August 12, 2026

VA DPOR License #: 2705195913
License Class: A

Scope of Work

Installation of new EPDM and coverboard:

The scope of the proposed roof upgrades consists of:

- Acquire all permitting and licensing required by state and local building authority prior to project start.
- Perform a pre-construction job walk with the onsite facilities manager to determine scheduling, material staging, site safety requirements, logistics, and performance expectations by site management for the duration of the project.
- All materials, labor, and equipment to perform the project scope is included in this proposal.
- Remove existing edge metal, termination bar, wall flashings, and drains.
- Cut the existing TPO system every 5 feet per code.
- Install new ½" HD coverboard over the entire roofing surface.
- Install ½" wood blocking to match new insulation height at the perimeter.
- Install new 060 EPDM over the new coverboard.
- Install (16) new 4 inch retrofit drains in place of all existing drains.
- Flash up the wall as required by manufacturers specifications and install water block and termination bar.
- At the east end of the roof terminate the membrane along the 60 foot step wall with water block and termination bar and install new TPO coated coping cap over the step wall and flashed behind the metal wall panel. The TPO coated coping cap will be heat welded at the seams to ensure a water tight assembly.
- Install new 24 gauge Kynar coated gravel stop around the entire roof perimeter.
- Thoroughly clean up all project debris from the site.
- Provide a two-year TrueLine Roofing contractor warranty and a 20 year manufacturers system warranty from Elevate/Firestone upon project completion. System will be inspected and approved by the manufacturer upon completion and issued to Kontoor directly.

Terms & Conditions

- Owner agrees to pay Contractor the Contract Price stated in the Proposal. Payment shall be made according to the Payment Schedule contained in the Proposal. Failure to make timely payment may result in interest as permitted by law, collection costs, attorney's fees, suspension of work, and enforcement of mechanic's lien rights.
- Contractor will furnish labor and materials only as specifically described in the Scope of Work. Any additional work requires a written Change Order signed prior to performance.
- Contractor is not responsible for delays caused by weather, material shortages, labor disruptions, inspections, concealed conditions, acts of God, or circumstances beyond Contractor's reasonable control. Project schedules are estimates only.
- Concealed damage, deteriorated decking, structural deficiencies, code-required upgrades, or unforeseen conditions discovered during construction are not included in this Proposal and may require additional work and charges.
- Permits, bonds, testing, inspections, and associated fees are excluded unless specifically included in the Scope of Work.
- Owner remains responsible for any required asbestos testing, remediation, or abatement.
- Owner is responsible for the full Contract Price regardless of insurance proceeds. Contractor does not waive, absorb, or rebate insurance deductibles.
- Contractor is not responsible for interior dust, vibration, minor cosmetic disturbances, landscaping damage beyond reasonable care, or pre-existing structural deficiencies.
- All work will be performed during normal business hours Monday thru Friday 7 a.m. - 7 p.m. unless otherwise agreed. Work requested outside normal business hours may result in additional charges.
- Unless specifically included in the Scope of Work, this Proposal excludes mechanical, electrical, plumbing, structural modifications, engineering, asbestos abatement, interior repairs, drywall, painting, gutter replacement, premium metal finishes, deck replacement beyond stated quantities, and roof areas not specifically identified in this Proposal.
- Contractor is not responsible for conduits, utilities, gas lines, wiring, piping, or other items concealed below the roof deck or within existing construction.
- Owner acknowledges that roofing and construction operations may generate dust, odors, fumes, noise, vibration, temporary utility interruptions, restricted access, and other disruptions normally associated with construction activities. Contractor shall not be responsible for claims, damages, delays, or inconveniences arising from such conditions when performing the Work in a reasonable manner.
- Contractor is not responsible for interruption of satellite, internet, television, security, or communication services during the roofing process. The contractor will remove old satellite dishes if requested by the owner however we are not responsible for the relocation, recalibration, or reconnection of such equipment.
- Customer authorizes Contractor to photograph the project for documentation, warranty records, quality control, training, and marketing purposes.
- This Proposal, together with any approved Change Orders or addenda, constitutes the entire agreement between the parties. No verbal agreements shall be binding unless in writing and signed by both parties.
- Contractor's liability shall be limited to the value of the Contract Price. Contractor shall not be liable for incidental, indirect, special, or consequential damages to the extent permitted by law.
- This Agreement may be executed electronically and shall be legally binding under Virginia law.
- This Agreement shall be governed by the laws of the Commonwealth of Virginia.

Acknowledgment of Visual Surface Irregularities ("Oil Canning")

The undersigned Owner(s) acknowledge and agree that certain roofing materials may exhibit visual surface irregularities commonly referred to as “oil canning.” Oil canning is generally described as a perceived waviness or distortion in the flat areas of roof panels or surfaces and is an inherent and natural characteristic of roll-formed and sheet-applied roofing products.

Owner(s) understand and acknowledge that:

1. Oil canning is cosmetic in nature and does not affect the structural integrity, performance, weather resistance, or service life of the roofing system.
2. Oil canning is not a defect in materials or workmanship and is not considered a cause for rejection, repair, or replacement of the roofing system.
3. The appearance and degree of oil canning may be influenced by factors beyond the control of the contractor, including but not limited to: thermal expansion and contraction, substrate or framing conditions, building movement, lighting conditions, panel dimensions, and installation tolerances inherent to construction.
4. No contractor, manufacturer, or installer can guarantee a perfectly flat or uniform appearance for sheet-applied roofing materials.
5. TRUELINE ROOFING LLC has made no representations or warranties, express or implied, regarding the elimination or prevention of oil canning or similar visual characteristics. This acknowledgment does not waive any rights related to material defects, structural failures, or installation that does not meet applicable codes or manufacturer specifications. It applies solely to cosmetic surface appearance.

Agreement

[Customer] agrees to hire TrueLine Roofing LLC to provide all labor and material to complete the above project at [Address.]

Total Project Price: **$146,251**

One hundred forty-six thousand two hundred and fifty-one dollars

Payment Schedule

- **30% Deposit** due upon execution of this Agreement and prior to material procurement, permitting, scheduling, or mobilization.
- **40% payment** due upon mobilization of material, equipment, and labor.
- **30% Final Payment** due upon Substantial Completion of the Work.
- All invoices are due within **15 days** of invoice date unless otherwise stated in this Proposal.

Accepted Payment Methods

- ACH / Electronic Funds Transfer (Preferred)
- Business Check
- Wire Transfer

Late Payments

- Contractor reserves the right to suspend work for invoices not paid when due.
- Past-due balances may accrue interest at the maximum rate permitted under Virginia law.
- Owner shall be responsible for reasonable collection costs, attorney's fees, and expenses incurred in collecting unpaid amounts.

Substantial Completion

- Work shall be deemed substantially complete when the roofing system is watertight and capable of serving its intended purpose, notwithstanding minor punch-list items that do not materially affect roof performance.

Customer Signature

Signature: _____ Date: _____

Printed Name: _____

Contractor Signature: _____ Date: _____

TrueLine Roofing LLC

PO Box 123
Stephens City, VA 22655
(540) 669-0333
billing@truelineroofs.com
www.truelineroofs.com

INVOICE

BILL TO
Smith Co.
123 Main Street
City, CA 12345

INVOICE	12345
DATE	01/12/2016
TERMS	Net 30
DUE DATE	02/12/2016

CUSTOMER PO#
Custom-1

SKU	PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
PRD123	Item name	Description of the item	2	225.00	450.00
SVC123	Item name	Description of the item	1	225.00	225.00

Service Location:
Building 3
222 Main St
Anytown, VA 22995

SUBTOTAL	675.00
TAX	101.25
TOTAL	776.25
BALANCE DUE	**$776.25**

THANK YOU FOR THE OPPORTUNITY TO SERVE YOU!

Project 26-1176

Change Order

Project Location

Smith Co
123 Main Street
City, VA 22601

Contact: John Doe
johndoe@smithco.com
(540) 622-2100

I. Scope of Change Order

In conformance with and as a part of the existing contract dated 08/12/2026 TrueLine Roofing LLC has encountered additional work which falls outside of the original contract.

Reason for Change: Tear-off revealed 150 square feet of rotted plywood roof decking around the roof vent that was hidden during the initial inspection.

New Scope of Work:

- Remove damaged plywood sheets, supply and install 5 new sheets of 1/2-inch CDX plywood, and nail to current building code standards.

II. Cost Adjustments and Payment Terms

Materials: 5 sheets of plywood at $45 each = $225
Labor: 3 hours of carpentry work at $75/hour = $225
Disposal & Overhead: Haul away debris = $50

Total Cost Increase: $500.00

Adjusted Contract Price
Original Contract Amount: $146,251.00
Previous Change Orders: $0.00
This Change Order Amount: +$500.00
New Total Contract Sum: $146,751.00

Payment for this Change Order is due upon completion of the project and will be included in the final invoice.

III. Timeline Adjustments

The change will add 1 extra day to the contracted project finish date.

Acknowledgement & Agreement:

By signing this change order, both parties agree that the changes listed above will be added to the original contract. The contract price will be adjusted to reflect these changes. All other terms and conditions of the original agreement remain the same and in full effect. Any additional work outside this Change Order will require separate written approval.

Client Signature: _____ Date: _____

Printed Name: _____ PO#: _____

Contractor Signature: _____Date: _____

Printed Name: _____

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				**%**
				$
				$