



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. UCPJMU6407

This contract entered into this 25th day of July 2022, by The Carpentry and Painting Experts 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 August 13, 2022 through August 12, 2023 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 ADL-1155 dated May 19, 2022:
(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 June 21, 2022 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
(a) Negotiations Summary, dated July 12, 2022.

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

CONTRACTOR:

PURCHASING AGENCY:

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Hristo Katrev
(Printed Name)

Aaron Largent
(Printed Name)

Title: General Manager

Title: Buyer Senior

**RFP # ADL-1155, Interior/Exterior Painting & Caulking  
Negotiation Summary for Carpentry and Painting Experts LLC.  
07/12/22**

1. Contact information for The Carpentry and Painting Experts LLC:

Hristo Katreva – General Manager

Phone – (804) 441-8278

Email – [estimate@fixandpaint.net](mailto:estimate@fixandpaint.net)

2. Pricing Schedule

a. Contractor shall provide the following rates

	<b>Hourly Rate</b>	<b>Overtime Rate</b>
Lead Supervisor	\$65.00	\$ 97.50
Lead Worker	\$ 55.00	\$ 82.50
Painting Supervisor	\$ 55.00	\$ 82.50
First Class Painter	\$ 45.00	\$ 67.50
Painter's Helper	\$ 15.00	\$ 22.50

b. Contractor shall provide pricing as follows

<b>Item</b>	<b>Description</b>	<b>Pricing</b>
	Contractor shall provide product description/materials used.	@ Cost
ProMar 200		<b>\$ 29.00</b>

REM Bond HS Gray		<b>\$59.02</b>
PI WB ALK UR SG EW		<b>\$62.76</b>
HSPOLYGL EXW 1.25G		<b>\$189.04</b>
EPXMSTC ALMII 2G		<b>\$148.39</b>

c. Caulking

Products	Price
SW HQ 1050	\$ 4.99

Equipment Rentals	Daily Rate	Weekly Rate	Monthly Rate
60' Articulating electric man lift	\$ 745.00	\$ 1750.00	\$ 3950.00
50' Rough terrain scissor lift	\$675.00	\$1385.00	\$2990.00
	<b>One time charge for delivery and pick up of \$375.00</b>		

Caulking Labor Rates * includes all equipment, travel, truck, misc. costs, & hotel	Normal	Emergency
	Laborer	\$ 52.00
Supervisor	\$ 69.00	\$ 103.50

3. The pricing is set and there shall be no additional fees and/or expenses charged to the University.

Original

**REQUEST FOR PROPOSAL**  
**RFP# ADL-1155**

**Issue Date:** May 19, 2022  
**Title:** Painting and Caulking Services – Interior and Exterior  
**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 with Four (4) Additional One (1) Year Renewals.**

**Sealed Proposals Will Be Received Until 2:00 PM on June 21, 2022 for Furnishing The Services Described Herein.**

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

All Inquiries For Information And Clarification Should Be Directed To: Aaron Largent, Buyer Senior, Procurement Services, [Largenad@jmu.edu](mailto:Largenad@jmu.edu); 540-568-4160; (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:

The Carpentry and Painting Experts, LLC

3006 Lincoln Ave, Henrico VA 23228

By:



*(Signature in Ink)*

Name:

Hristo Katrev

*(Please Print)*

Date: 06/21/2022

Title:

General Manager

Web Address: www.FixAndPaint.net

Phone:

804-441-8278

Email: estimate@fixandpaint.net

Fax #:

888-592-5062

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.

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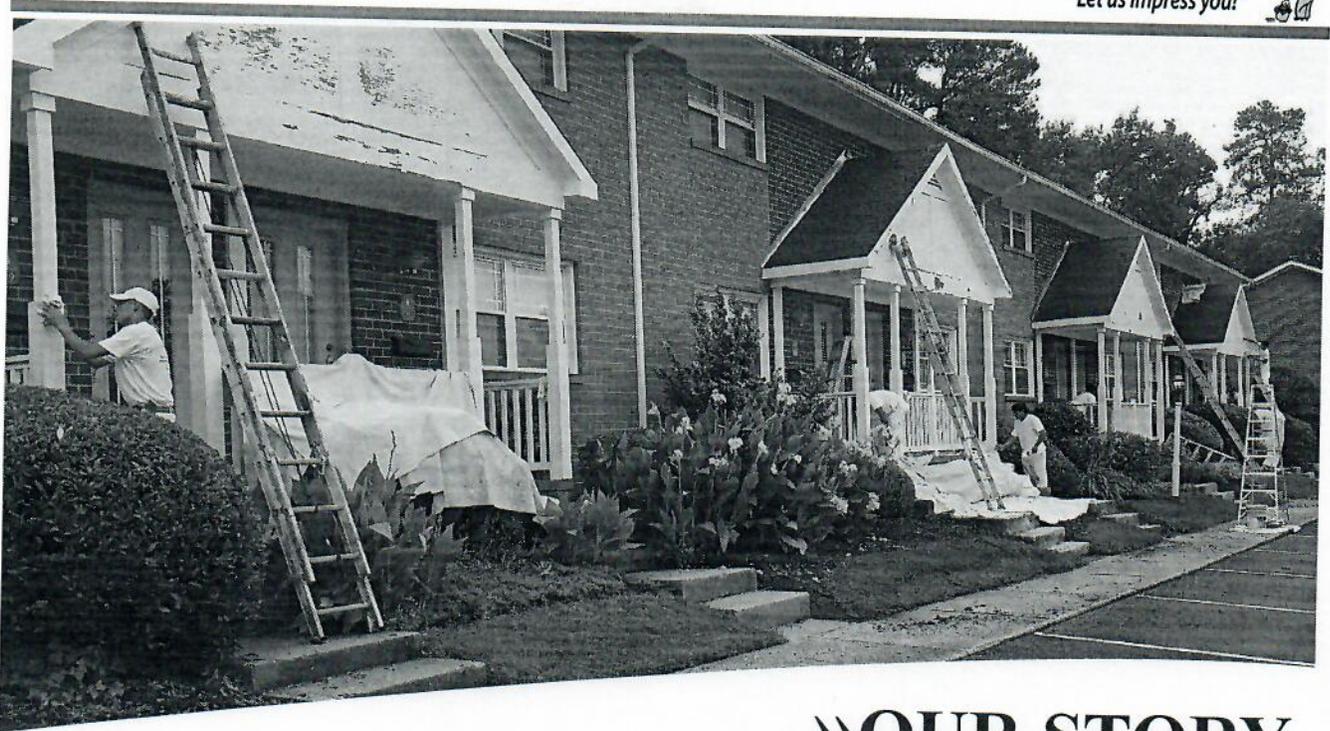
Offer Form

Project Org chart

Insurance Doc

SWAM Doc

Class A license



## »»OUR STORY

CPE Contractors was founded in Richmond, Virginia in 2004 and has quickly grown from a two-person organization to a team of dedicated and energetic employees. CPE Contractors is a family owned and operated business. We have been serving the Richmond Area for a number of years and we are your neighbor. We see our clients in the store, restaurant or at the coffee shop, almost every day and we are proud to say "Hi", because we are proud of the work that we did for this customer.

We offer variety of services to our residential and commercial/government customers. CPE Contractors LLC specializes in exterior/interior repairs and painting services, handyman service, tenant build-outs, Historical property renovations as well as small to mid-size ground-up structures.

We have established a reputation of being able to complete projects with difficult and compressed schedules, and concentrate on projects in the following areas: single family houses, corporate and high-end interiors, healthcare facilities, and state and government organizations. CPE Contractors adapts its management skills to meet the demanding needs of our customers and clients as the industry evolves. This company has the necessary expertise and support to complete a full-scope of critical and time-sensitive projects. At CPE Contractors a great deal of pride is taken in its long-standing customer relationships. As a result, more than 50% of its projects come from repeat clients and referrals.

## » WHO WE ARE

We are a Local General Contractor specializing in Residential and Commercial Construction.

We maintain a commitment to excellence by holding true to our core values and we will always fight for our team, our clients and our integrity.



### » FOCUS

We are committed to providing outstanding service and enhancing the success of our clients by turning over quality projects on time. We honor our commitments and focus on executing exceptional projects while practicing fiscal responsibility.

### » INTEGRITY

We provide honest service, both internally and externally, upholding our high standard of excellence and ethical conduct in all decisions we make.

### » TEAM SPIRIT

We work as a team towards a common goal. Our team environment promotes cooperation, accountability, collaboration and ingenuity.

### » EXCELLENCE

We strive to excel in all areas of service, quality, safety and efficiency by empowering our team to make decisions and holding them accountable for producing Results.



## » BRINGING YOU EXPERIENCE

### » STANIMIR BOZHILOV, COMMERCIAL PROJECT MANAGER – PAINTING DIVISION



Stanimir, or how we call him—Stan serves as Commercial Project Manager for CPE Contractors, LLC where he is responsible for the strategic planning, management and execution of painting projects for our commercial customers.

Stan also manages CPE's compliance and fulfillment of the commitments made to commercial clients, subcontractors, employees and owners.

With an extensive background in all aspects of the painting industry, Stan fosters strong relationships with clients, subcontractors, industry agents and employees within CPE Contractors. Stan oversees commercial painting projects of various sizes and has great problem solving skills.



100% licensed and insured  
**QUALIFIED TO GO WHEREVER YOU NEED US IN THE  
STATE OF VIRGINIA**

## »» **OUR SERVICES**

### **PAINTING**

Exterior Painting \* Interior Painting \* Lead Abatement \* Power Washing/Pressure Washing

### **GENERAL CONTRACTING**

Additions and Renovations \* Building Restorations \* Investor Home Flips \* Porches and Decks \*  
Historical Restoration \* Kitchen Remodeling \* Tenant Build-out \* Fire and Water Damage \* Custom  
Finished Basements \* Dry Wall- Ceilings and Walls \* Demolition and Cleanup Services

### **REPAIRS**

Exterior Repairs \* Interior Repairs \* Carpentry-wood or PVC Hardiplank Siding \* Gutters Cleaning \*  
Masonite sidings repairs \* PVC trim repairs \* Deck repairs \* Door frame repairs \* Brick molding  
repairs \* Door Replacement Railings repairs and installation \* Window repairs \* Porch columns  
repairs \* Window sill replacement \* Framing walls \* Window replacement \* Fire and Water damage  
Window frame repairs \* Subfloor repairs \* Crown molding installation \* General Maintenance \* Chair  
rail molding.

# » OUR CUSTOMERS



CDCW  
 Child Development Center  
 of Wyndham



SHAHEEN LAW FIRM, P.C.



broadwaynational



# »ATTACHMENTS

## » SAFETY

CPE Contractors, LLC has worked an unprecedented 1,698,721 man hours without a lost time injury. This has been realized through management commitment and safety leadership that reaches all supervisors and works. It is the policy of CPE Contractors to provide a place of employment free from hazards, which may cause illness or injury to our clients the general public or our on-site workers. Safety is our first priority. We believe that all injuries and accidents are preventable through establishing and complying with safe work practices during all phases of construction. CPE Contractors implement Site Specific Health and Safety Plans for all projects. This plan focus on identifying, preventing and controlling the hazards associated with each individual project. Subcontractors for this project will develop their open plans for any specialty work that are reviewed and approved by CPE. Such plans will be included in the CPE site specific plan. Compliance with the plan will be enforced and evaluates through jobsite inspection form all management staff. Selecting qualified subcontractors with a history of good safe performance will ensure the overall safe project performance by all parties. Subcontractors using lower tier contractors are required to certify that their subcontractors have been selected using an equivalent qualifications process. All subcontractors must meet the following health and safety criteria in order to be considered approved for work as a CPE subcontractor on the project. The subcontractor's EMR must be one or less The EMR must be substantiated with a letter from the subcontractor's insurance carrier or a letter from the subcontractor stating why an EMR is not established. Both the average of the EMRs listed and the most recent EMR should be less than or equal to 1.0. The OSHA total recordable incident rate, days away case rate and days away rate must be consistent with or less than the average rates for the industry classification. All approved subcontractors must have in place a health and safety program which contains the appropriate OSHA required programs for the proposed tasks. All competent persons, foremen, and management staff, including subcontractor personnel, will be responsible for constant jobsite monitoring. The safety performance of the project will be evaluated by Reviewing the following:

- Documented inspections of the jobsite with any inadequacies noted and corrective action taken.
- The accuracy of the deficiency tracking log.
- Subcontractor participation in safety meetings and site inspections.
- Documented competent person inspections when required (i.e. fall protection, excavations, equipment inspections etc.)
- Compliance with and accuracy of Activity Hazard Analysis plans.

It is the policy of CPE to provide a place of employment free from hazards, which may cause illness or injury to our clients, the general public or our on-site workers. Safety is our first priority. We believe that injuries and accidents are preventable through establishing a strong health and safety program. Some of our innovative and unique policies are:

- Mandated fall protection at heights of 6 feet or more, to include ladder work
- Safety glasses worn at all times on all projects (CPE offers full reimbursement to employees for prescription safety glasses.)
- Drug Free Work Place Policy
- Written steel erection, crane use and lift plans with use of rigging are reviewed and approved by CPE.
- All CPE superintendents/QC Managers are First Aid/CPR & OSHA 30 trained.

In order to create a safe work environment, CPE has established a process to conduct a review and evaluation of the health and safety of our employees and our subcontractors. CPE requires pre-employment "fit for duty physicals" for all employees and an incentive program for annual physicals, we believe this helps contribute to the health and safety of our employees thus improving jobsite safety. CPE provides an extensive safety orientation for all new employees. Each worker (including subcontractors) receives instruction from CPE's site superintendent prior to starting work on our jobsites. We anticipate the continued success of our safety program with this project.

## »» APPROACH

The Carpentry and Painting Experts, LLC has over 18 years of experience in working on term contracts with government agencies and universities in Virginia. We have systems in place including proprietary software to track and project manage multiple projects simultaneously. Most of the contracts on which we have been in the past or currently are, have required mandatory bidding on each project requested by the clients. We have never failed to meet this requirement. Although, each organization has their own requirements as it relates to deadlines, submittal's, invoicing etc. We have never failed to meet their expectations. We put a great emphasis on punctuality and professionalism. Our company culture has brought to live a team that is extremely careful and respectful when it comes to working in occupied spaces. Most of our long term clients will often praise us for blending in with the environment like we were not even there. All of our employees and subcontractors are expected to be respectful to the environment they are in, and experts in their respective trades. All of our employees are well trained craftsmen with more than sufficient experience in their respective trades. We have been rated by our customers in numerous websites, thank you letters and have A+ BBB rating.

We self-perform a number of trades with in house employees. Our company is a Class A licensed Commercial and Residential Builder in Virginia, and we are licensed Lead Paint Abatement contractor, Electrical, Plumbing, HVAC, Carpentry, Painting, Building, Commercial Renovations, Gas fitting. We have a vast and comprehensive group of subcontractors as well, with which we work on permanent basis. Our team is proficient in all facets of construction and all of our superintendents and key personal are selected based on their problem solving abilities and consistently responsible behavior. Having the ability to do in-house all trades, allows us the unique ability to be flexible and efficient in meeting our client needs whatever they may be. We are not dependent on third parties to get the job done and we can take a project from start to finish in-house.

We regularly do business with a number of local universities as well as a multiple private organizations and non-profits. We are experienced in providing an ongoing construction services for many State contracts. We are currently contracted on 1 year renewable contracts with Department of Military Affairs. We are also contracted on a renewable term contracts for contraction services with the following agencies: Culpeper County, Hanover County, Louisa County, Albemarle County- Public Schools, Virginia Commonwealth University, and Virginia Community College System. We are on term contracts for General Construction and Skilled Trade Services with a number of local universities -VCU, Longwood University, College of William and Mary, James Madison University, Richard Bland College, George Mason University. We are contracted on 1 year renewable contracts with Virginia Department of Transportation -VDOT Fredericksburg, Virginia Department of Aviation, Goochland County and Department of Corrections. Having this experience with state/government contracts helps us and our employees to be familiar with the work requirements for state agencies

including: invoicing requirements, work order compliance, payment structure and payment methods.

By selecting us as one of your contractors you can expect that each project will be assessed and bid, based on the needs of the customer, including timelines, scope, work outside of business hours or during etc. We have been known to make impossible deadlines, by being creative and also using multiple shift crews to achieve the needed goal. Our philosophy is that every problem has a solution and when in need, our teams always creates a solution when faced with a problem. Renovation projects often present unexpected situations, but we pride ourselves in always being able to present a quick and effective resolution to our customers in a timely fashion without compromise to quality.

When assessing a job to bid, we would like to be able to observe the existing conditions, need for permits, submittal requirements and scheduling requirements. Our estimators and project managers will closely work with the agent of the client responsible for each job to make sure that all of their needs are covered. We will also work closely with the customers' agents to clarify any scope inconsistencies and clarify and eliminate misunderstandings. Each project has an assigned project manager who is the point of contact with the customer. The project manager is in charge of making sure all submittals, change order requests, schedules are submitted properly and within the time frame that the deadlines allow for. The project manager is also in charge of ensuring that the project schedule is being followed and the deadlines are met. In the case that this is not happening as expected project manager along with the general manager of the company will create a solution to get back on track.

### *Plan and methodology for providing the goods/services*

- Once an award is received we will contact the project representative to schedule a pre-construction meeting to discuss specifications and requirements.
- Contractor will address safety questions and concerns with the customer and come up with procedures acceptable by OSHA. Safety Data Sheets will be provided on all materials used on campus.
- Contractor will discuss emergency procedures and protocol with contract administrator to ensure best response, in case of emergency.
- Contractor will discuss parking of work vehicles locations.
- Contractor will discuss methods of protecting and preserving all surroundings including plants masonry, shrubs, irrigation etc.

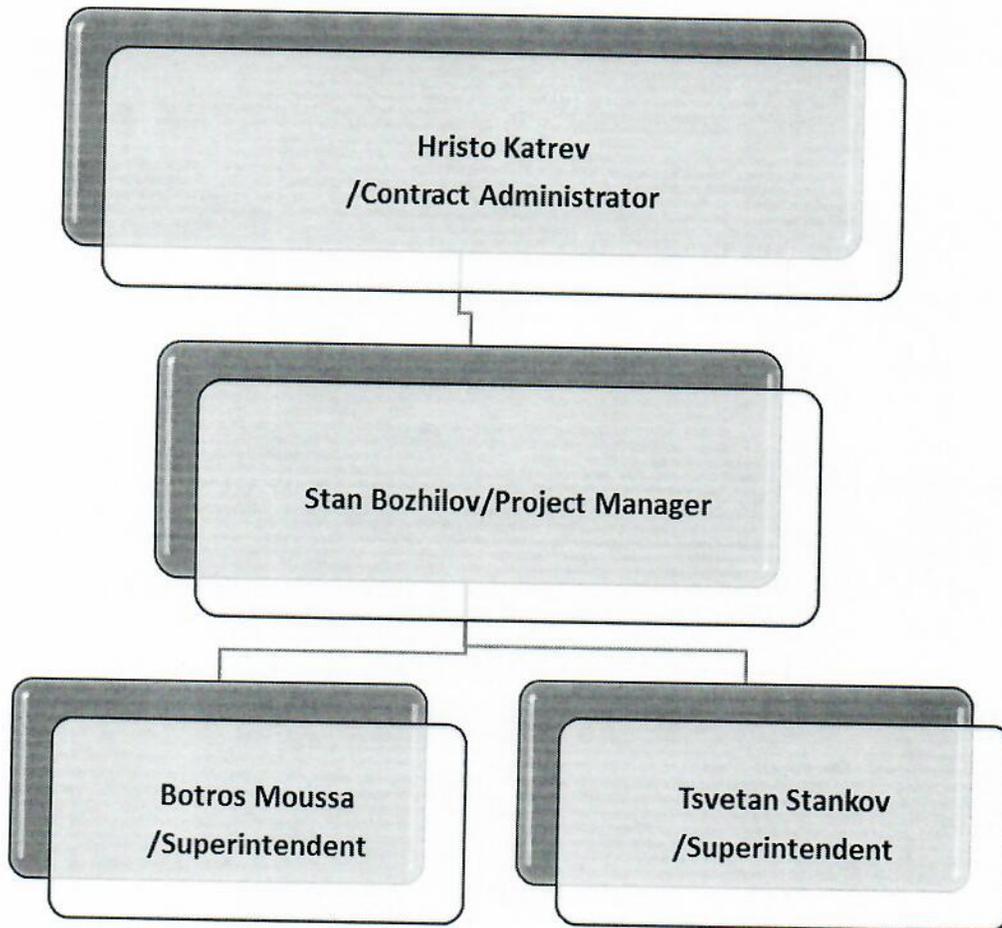
- Contractor will discuss their plan for usage of aerial equipment.
- Contractor will establish strict start date and performance schedule with the customer.
- Contractor will assign a Project manager and a Superintendent and introduce them to the customer representative.
- Contractor will always assign the appropriate number of employees needed to complete the project within the prospected timeframe by customer.
- The project will have one assigned employee, who is the onsite point of contact and in charge of the work process in the field. This person will always be aware of the entire scope of the project and available on site. Project managers will be the administrative point of contact for this job.
- Once at jobsite all employees will follow instructions specified depending on the requirements and specs provided by contract officer.
- All employees are expected to behave professionally and look clean and presentable, while on jobsite. They will wear name tags as requested.
- All employees will be held accountable for maintaining the order and cleanliness of the jobsite on a daily basis.
- All work will be done in accordance with all applicable laws, ordinances, rules, regulations and codes including Virginia OSHA requirements and the Virginia Uniform Statewide Building Code issued by the department of housing and Community Development.
- Contractor will perform all work in a fire-safe manner.
- Employees will have on them or in their van all necessary and adequate tools and equipment for the job.
- The work being performed will be done to meet and exceed industry standards
- The contractor will check in with University's designated representative daily while project lasts.
- Close out procedures:

Contractor and Contract Administrator to inspect the job site and create a punch list if necessary

Contractor will complete any punch list items expeditiously

Contractor to send invoice to customers upon completion

# »PROJECT ORGANIZATIONAL CHART



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON  
01-31-2023

NUMBER  
2705091578

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* CBC CIC ELE GFC HIC HVA LAC PLB PTC RBC



THE CARPENTRY AND PAINTING EXPERTS LLC  
CPE CONTRACTORS  
3006 LINCOLN AVE  
RICHMOND, VA 23228



*Mary Broz-Vaughan*  
Mary Broz-Vaughan Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)



COMMONWEALTH of VIRGINIA  
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* CBC CIC ELE GFC HIC HVA LAC PLE PTC RBC  
NUMBER: 2705091578 EXPIRES: 01-31-2023

THE CARPENTRY AND PAINTING EXPERTS LLC  
CPE CONTRACTORS  
3006 LINCOLN AVE  
RICHMOND, VA 23228



(FOLD)

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

DPOR-LIC (02/2017)  
(DETACH HERE)

DPOR-PC (02/2017)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2021

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

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

<b>PRODUCER</b> Rodney Cole Insurance & Consulting Agency 8052 Elm Drive, Suite D Mechanicsville VA 23111		<b>CONTACT NAME:</b> Rodney Cole <b>PHONE (A/C, No, Ext):</b> (804) 569-6208 <b>E-MAIL ADDRESS:</b> rodney@rodneycoleinsuranceagency.com		<b>FAX (A/C, No):</b> (804) 569-6209
<b>INSURED</b> The Carpentry & Painting Experts, LLC 3006 Lincoln Avenue Henrico VA 23228		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Penn National Insurance Company		
		<b>INSURER B:</b> Accident Fund Insurance Company of America		
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 8052**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			CX9 0760507	12/20/2021	12/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AU9 0760507	12/20/2021	12/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UL9 0760507	12/20/2021	12/20/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCV6179834	12/20/2021	12/20/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			CX9 0760507	12/20/2021	12/20/2022	\$100,000

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

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# Directory Listing

- Certification Type
- NIGP
- NAICS
- City
- ZIP Code

All contains the carpentry and painting

Match found 1

Sort by: Company name

Show entries: 5

### Applied Filters

Reset filters

## The Carpentry and Painting Experts, LLC

**DBA: CPE CONTRACTORS, LLC**

Aleksandar Aleksandrov

3006 Lincoln Ave

Richmond, VA 23228

Phone: (804) 873-9135

[estimate@fixandpaint.net](mailto:estimate@fixandpaint.net) (<mailto:estimate@fixandpaint.net>)

Certification Number: 672999

**SWaM Certification Type:**

Small Start Date: 02-12-2018

SWaM Expiration Date: 02-12-2023

**NIGP/Description:**

91000

91200

**BUILDING MAINTENANCE, INSTALLATION AND REPAIR SERVICES  
CONSTRUCTION SERVICES, GENERAL (INCL. MAINTENANCE AND  
REPAIR SERVICES)**

Pcard: Y

# Yanni Anastasiou

Project Manager/

Commercial Painting Division

**The Carpentry &  
Painting Experts**  
"Let us impress you!" 

## Education:

- Richland College,  
Texas

## Certifications:

OSHA 10

Lead Renovator

## Experience:

With CPE CONTRACTORS LLC since 2019

- ❖ Supervise commercial painting projects of various size
- ❖ Possessing strong knowledge of all aspects of the construction industry
- ❖ Managing 10 employee and wide variety of subcontractors, and overall job site
- ❖ More than 15 years of field experience

## Key Projects:

1. Virginia Commonwealth University  
Interior Painting, Summer prep of Dorms  
Contact: Tenecia Dixon, 804-828-8843  
Term Contract for Painting Services
2. James Madison University  
Painting Services  
Contact: Brian Owens, 540-568-6870  
Term Contract for Painting Services
3. Hanover County,  
Painting Services for County Schools, summer prep  
Liberty Middle School  
Contact: Edward Buzzelli, (804) 339-8819  
Project value: \$181,206.00



# Stanimir Bozhilov

Project Manager/

Commercial Painting Division

**The Carpentry &  
Painting Experts**  
"Let us impress you!" 

## *Experience:*

With CPE CONTRACTORS LLC since 2019

- ❖ Supervise commercial painting projects of various size
- ❖ Possessing strong knowledge of all aspects of the construction industry
- ❖ Managing 10 employee and wide variety of subcontractors, and overall job site
- ❖ More than 10 years of field experience

## *Key Projects:*

1. Albemarle County Public Schools,  
Interior Painting, Summer prep  
Contact: Sharon Woods, 434-466-2380  
Project value: \$85,000.00
2. Dinwiddie County, Namozine Volunteer Fire  
Department, Interior Painting of Apparatus bay  
3913 Pelham Ave, Petersburg, VA 23803  
Contact: Chuck Lewis, 804-720-3291  
Project value: \$22,100.00
3. City of Lynchburg, Exterior Painting of Public Safety  
Building  
900 Church Street, Lynchburg, VA 24504  
Contact: Randy Dalton, 434-455-4407  
Project value: \$23,895.00

## *Education:*

- Technical High School
- College in Economics

## *Certifications:*

OSHA 30

Lead Renovator



## **Ivan Nikolov**

**Superintendent/**

**Commercial and Government Contracts**

### ***Experience:***

With CPE CONTRACTORS LLC since 2018

- ❖ Supervise commercial projects of various size, including renovation projects at VCU
- ❖ Possessing strong knowledge of all aspects of the construction industry
- ❖ Managing 10 employee and wide variety of subcontractors, and overall job site
- ❖ 4 years of field experience

### ***Key Projects:***

1. AHS Science Classroom 246 Renovation, Albemarle County Public Schools  
2775 Hydraulic Rd, Charlottesville, VA 22901  
Project value: \$96,382.13
2. VCU, Full room renovation for 6-010, 6-012, 6-025, & 6-054, Sanger Hall  
1101 East Marshall Street, Richmond, VA 23298  
Project value: \$96,111.88

### ***Education:***

- Technical High School, Electric Industrial, 1993



# Hristo Katreu

## General Manager

**The Carpentry & Painting Experts**  
"Let us impress you!" 

### *Experience:*

With CPE CONTRACTORS LLC since 2018

- ❖ Project managing jobs of various size and complexity
- ❖ Financial planning and risk management
- ❖ Supervises workforce and overall job site
- ❖ Oversees strategic development and daily operations
- ❖ Over 15 year of management and supervisor experience

### *Key Projects:*

1. Full House Renovation  
1802 Monteiro Avenue  
Richmond, VA 23222  
Project value: \$258,419
2. Full House Renovation  
3518 Moody Avenue  
Richmond, VA 23225  
Project value: \$212,800

### *Education:*

- B.S. in Economics,  
D.A. Tsenov  
Academy, Bulgaria  
-2002
- MBA D.A. Tsenov  
Academy,  
Bulgaria-2005

### *Certifications:*

- Certified Lead  
Abatement  
supervisor
- Certified Renovator



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 18 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 #
VCU-2017 -Present-1056	West Grace str, Richmond, 23220	-Tenician Dixon-804-828-8843	
Spotsylvania CPS- 2019-Present	8220 River Stone Drive, Fredericksburg, 22407	Barry Dickenson 540-841-8055	
Henrico County	4301 E. Parham Rd Henrico, Virginia 23228	Jonathan Balasa-804-263-6685	
VDOT-Fredericksburg District	87 Deacon Road, Fredericksburg, VA, 22405	Noel Lemle-540-899-4210	
Goochland County	2938 River Road West-Goochland, VA 23063-0169	Todd Steeley- 804-386-4015	

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

The Carpentry and Painting Experts, LLC

3006 Lincoln Ave, Henrico VA 23228

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: The Carpentry and Painting Experts, LLC Preparer Name: Hristo Katrev

Date: 06/21/2022

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

If yes, certification number: 672999 Certification date: 12/16/2014

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

If yes, certification number:                      Certification date:                     

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

If yes, certification number:                      Certification date:                     

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

If yes, certification number:                      Certification date:                     

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

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

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

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

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

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

**RETURN OF THIS PAGE IS REQUIRED**

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

Procurement Name and Number: We are SWAM Serified

Date For

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

Offeror / Proposer:

Firm \_\_\_\_\_

Address \_\_\_\_\_

Conta \_\_\_\_\_

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certification Number	Services or Materials Provided	Total Subcontract Contract Amount (to include change o

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

**RETURN OF THIS PAGE IS REQUIRED**

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. \_\_\_\_\_

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

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

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

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

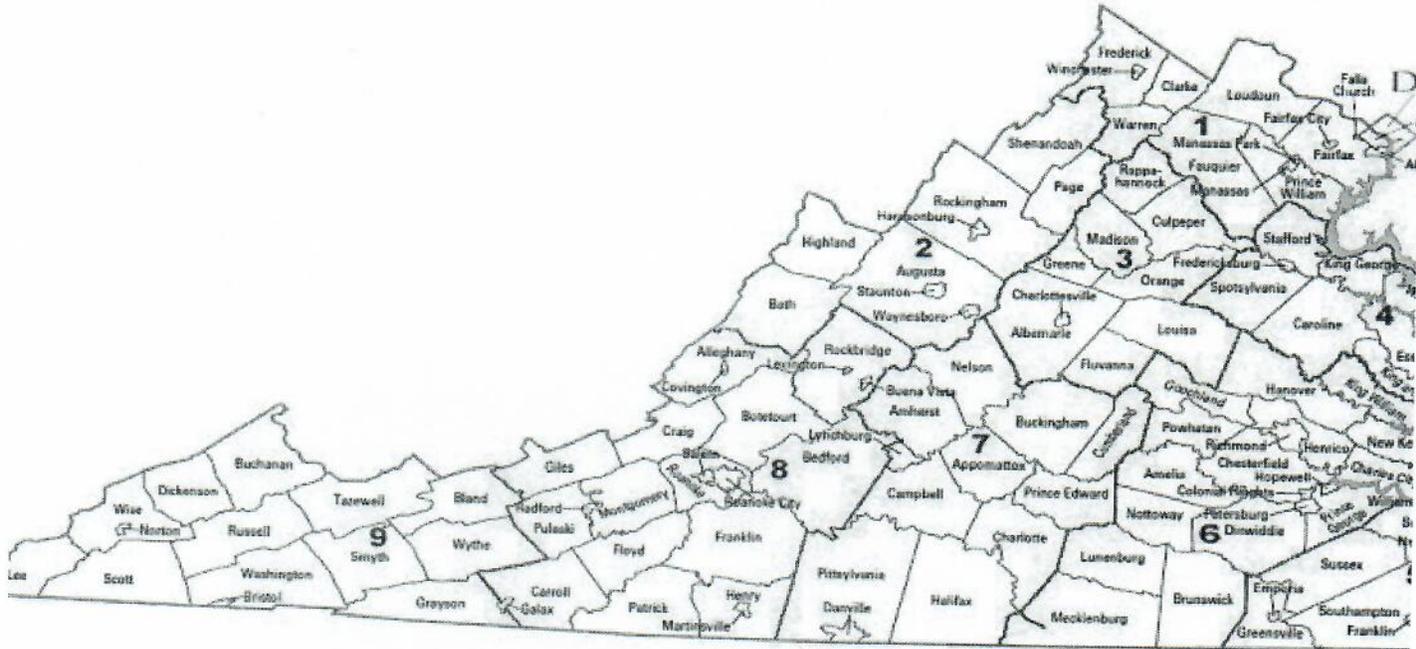
\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# ATTACHMENT D

## Zone Map



### Virginia Association of State College & University Purchasing Professionals (

#### List of member institutions by zones

**Zone 1**

George Mason University (Fairfax)

**Zone 4**

University of Mary Washington (Fredericksburg)

**Zone 7**

Longwood University (Farmville)

**Zone 2**

James Madison University (Harrisonburg)

**Zone 5**

College of William and Mary (Williamsburg)

Old Dominion University (Norfolk)

**Zone 8**

Virginia Military Institute (Lexington)

Virginia Tech (Blacksburg)

Radford University (Radford)

**Zone 3**

University of Virginia

**Zone 6**

Virginia Commonwealth

**Zone 9**

University of Virginia

## VASCUPP Member

George Mason University-\$18,465

James Madison University-\$94,561.46

Old Dominion University-

Radford University-\$42,400

University of Virginia

Virginia Commonwealth University-\$963,713.29

Virginia Military Institute-

Virginia Tech University-\$78,640

William and Mary University-\$47,567.00

Longwood University-

University of Mary Washington-

for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

## IX. METHOD OF PAYMENT

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

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

## X. PRICING SCHEDULE

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

A. Contractor Shall provide labor rates for the following:

	Hourly Rate	Overtime Rate
Lead Supervisor	\$65.00	\$97.50
Lead Worker	\$55.00	\$82.50
Painting Supervisor	\$55.00	\$82.50
First Class Painter	\$45.00	\$67.50
Painter's Helper	\$15.00	\$22.50

B. Contractor shall provide pricing as follows:

Item	Description	Pricing
Contractor shall provide product description/materials used.	ProMar 200	\$ 29.00 - Contractor shall provide a % off for products ( <i>where applicable</i> )

C. Caulking

Products	Price
SW HQ 1050	\$4.99

<b>Equipment Rentals</b>	<b>Daily Rate</b>	<b>Weekly Rate</b>	<b>Monthly Rate</b>
See attached	\$	\$	\$

<b>Labor Rates * includes all equipment, travel, truck, misc. costs, &amp; hotel</b>	<b>Normal</b>	<b>Emergency</b>
	Laborer	\$ 52.00
Supervisor	\$ 69.00	\$ 103.50

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

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map



# **The Carpentry And Painting Experts, LLC**



Class "A" Contractor  
License#2705091578A

The Carpentry and Painting Experts, LLC  
3006 Lincoln Ave.  
Richmond, VA 23228

Phone: 804-441-8278  
Fax: 888-592-5062  
E-mail: [estimate@FixAndPaint.net](mailto:estimate@FixAndPaint.net)

## Equipment Rental

**DELIVERY AND PICK UP FEE OF \$375.00 WILL BE CHARGED TO ALL RENTAL EQUIPMENT.**

### **60' ARTICULATING ELECTRIC MAN LIFT W/JIB**

- Dual fuel or diesel power options
- 360° continuous turntable rotation
- Up to 1,000 lb. platform capacity
- Two speed wheel motors

1 Day: \$745 USD

1 Week: \$1750 USD

4 Weeks: \$3950 USD

### **50' ROUGH TERRAIN SCISSOR LIFT W/OUTRIGGERS**

- Platform capacity up to 2,000 lbs.

- **Outriggers deploy for stability purposes**
- Diesel or Dual Fuel available
- Up to 50% gradability
- Rough terrain tires with 4WD

1 Day: \$675 USD

1 Week: \$1385 USD

4 Weeks: \$2990 USD

PROJECT: James Madison University  
Paint Pricing

KEM BOND HS GRAY- \$59.02

PI WB ALK UR SG EW- \$62.76

HSPOLYGL EXW 1.25G- \$189.04

EPXMSTC ALUMII 2G-\$148.39

# Reference Pages

## **Data Pages**

# Kem Bond® HS

## Universal Metal Primer

B50NZ0003 Red Oxide, B50WZ0004 Off White, B50AZ0008 Gray



**SHERWIN  
WILLIAMS.**

### CHARACTERISTICS

KEM BOND HS is a fast drying, higher solids, rust inhibitive, universal, phenolic alkyd metal primer. Kem Bond HS can be topcoated with alkyd, acrylic, and high performance coatings. Also suitable as a "barrier" coat over conventional coatings which would normally be attacked by strong solvents in high performance coatings.

For use on properly prepared: Steel

#### Features:

- High film build to protect sand blasted steel
- Good corrosion and rust protection
- Universal, can be topcoated with epoxies and urethanes
- Exterior-interior metal primer
- Suitable for use in USDA inspected facilities

#### Recommended for use in:

- Marine application
- Maintenance primer
- Structural steel
- Machinery
- Steel pipe
- Hand rail
- Tanks
- Bar joists

Color: Red Oxide, Off White, Gray

#### Recommended Spreading Rate per coat:

(B50NZ0003 varies by base) as mixed

Wet mils:	3.0-8.0
Dry mils:	1.8-4.8
Coverage sq. ft. per gallon:	200-534
Theoretical coverage: sq. ft. per gallon @ 1 mil dry	962

Approximate spreading rates are calculated on volume solids and do not include any application loss. Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

#### Drying Schedule @ 4.0 mils wet, @ 50% RH:

	@40°F	@77°F	@120°F
To touch :	1 hour	30 min.	10 min.
Tack handle:	3 hours	1 hour	15 min.
To recoat:	6 hours	2 hours	1 hour
with itself and alkyds			
To recoat*:	24 hours	24 hours	6 hours
To recoat:	48 hours	24 hours	6 hours
with acrylic latex paints			
Cure time	5 days	2 days	1 day

\* Recoat with hot solvent urethane or epoxies or high performance coatings.

Drying, and recoat times are temperature, humidity, and film thickness dependent.

Tinting: Do Not Tint

Finish: Flat

#### Red Oxide B50NZ0003

(may vary by color)

#### V.O.C. (less exempt solvents): As mixed

336 grams per litre; 2.81 lbs. per gallon

As per 40 CFR 59.406

Volume Solids:	60 ± 2%
Weight Solids:	79 ± 2%
Weight per Gallon:	13.17 lb
Flash Point:	71°F TCC
Shelf Life:	36 months, unopened

### COMPLIANCE

As of 07/12/2021, Complies with:

OTC	Yes
OTC Phase II	No
S.C.A.Q.M.D.	No
CARB	No
CARB SCM 2007	No
CARB SCM 2020	No
Canada	Yes
LEED® v4 & v4.1 Emissions	No
LEED® v4 & v4.1 V.O.C.	No
EPD-NSF® Certified	No
MIR-Manufacturer Inventory	No
MPI®	Yes

### APPLICATION

Temperature:  
minimum 40°F / 4.4°C  
maximum 120°F / 49°C

air, surface, and material

At least 5°F above dew point

Relative humidity: 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

Reducer: No reduction in restricted areas  
Xylene,R2K4

Airless Spray:  
Pressure 1800 p.s.i.  
Hose 1/4-3/8 inch I.D.  
Tip .017-.019 inch  
Reduction As needed up to 3%  
by volume

Conventional Spray: Not recommended  
Brush Natural Bristle

Roller Cover 1/4-3/8 inch woven with solvent resistant core

If specific application equipment is listed above, equivalent equipment may be substituted.

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance. Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness, or porosity of the surface, skill, and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, over thinning, climatic conditions, and excessive film build.

Mix paint thoroughly to a uniform consistency with slow speed power agitation prior to use. Stripe coat crevices, welds, and sharp angles to prevent early failure in these areas. When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Not recommended for immersion service or exposure to acids, alkalis, or strong solvents. Intimate contact with the steel surface and primer is necessary for adequate rust inhibition and adhesion.

According to American Institute of Steel Construction (AISC), shop coat primers are intended for protection for only a short period of exposure in ordinary atmospheric conditions, and is considered a temporary and provisional coating.

### SPECIFICATIONS

#### Steel:

- 1 coat Kem Bond HS
- 2 coats Topcoat

#### Acceptable Topcoats:

- Acrolon 218 HS Polyurethane
- Hi-Solids Polyurethane
- Industrial Enamel
- Macropoxy 646 Epoxy
- Macropoxy HS Epoxy
- Metalatex Semi-Gloss Enamel
- Pro Industrial Acrylic
- Pro Industrial Waterbased Epoxy
- Pro Industrial Waterbased Alkyd-Urethane
- Pro Industrial Multi-Surface Acrylic
- Pro Industrial Pre-Catalyzed Epoxy & Urethane
- Pro Industrial Urethane Alkyd Enamel
- Pro Industrial Waterbased Acrolon 100
- Sher-Cryl
- Silver-Brite Aluminum
- Steel Master 9500
- Tile-Clad HS Epoxy

The systems listed above are representative of the product's use, other systems may be appropriate. Other primers may be appropriate.

# Kem Bond® HS

## Universal Metal Primer

### SURFACE PREPARATION

**WARNING!** Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Stains from water, smoke, ink, pencil, grease, etc. should be sealed with the appropriate primer-sealer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

**Iron & Steel-** Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils). Prime any bare steel within 8 hours or before flash rusting occurs.

**Previously Painted Surfaces** - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Other substrates may or may not be appropriate. If a specific substrate is not listed above, consult your Sherwin-Williams representative for more information.

### SURFACE PREPARATION

**Mildew** - Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised. Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach-water solution.

### PERFORMANCE

Off White B50WZ0004

**System Tested:** (unless otherwise indicated)

**Substrate:** Steel

**Surface Preparation:** SSPC-SP6-NACE 3

**Primer:** 1 coat Kem Bond HS @ 4.5-5 MilS W.F.T.

**Adhesion:**

Method: ASTM D3359  
Result: 4B

**Corrosion Resistance:**

Method: ASTM D5894, 1008  
Result: Pass

**Dry Heat Resistance**

Method: ASTM D2485  
Result: 200°F

**Flexibility:**

Method: ASTM D522, 1/4 inch mandrel  
Result: Pass

**Fineness of grind<sup>1</sup>:**

Method: Hegman  
Result: 4 Hegman minimum

**Sag Test<sup>1</sup>:**

Method: ASTM D4400  
Result: 12 mils minimum

**Viscosity<sup>1</sup>:**

Method: Krebs Units  
Result: 95-105 KU

**Water Resistance:**

Result: Pass

<sup>1</sup> Standard test based on Certificate of Analysis

### SAFETY PRECAUTIONS

Before using, carefully read **CAUTIONS** on label. Refer to the Safety Data Sheets (SDSs) before use.

#### **FOR PROFESSIONAL USE ONLY.**

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

### CLEANUP INFORMATION

Clean spills, splatters & tools with compliant cleanup solvent. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

**DANGER:** Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

HOTW	07/12/2021	B50NZ0003	36 321
HOTW	07/12/2021	B50WZ0004	32 310
HOTW	07/12/2021	B50AZ0008	20 314
FRC			



# PRO

INDUSTRIAL™

113.12

## WATERBASED ALKYD URETHANE ENAMEL

As of 04/23/2019, Complies with:			
OTC	Yes	LEED® 09 NC CI	Yes
OTC Phase II	Yes	LEED® 09 CS	Yes
SCAQMD	Yes	LEED® v4 Emissions	No
CARB	Yes	LEED® v4 VOC	Yes
CARB SCM2007	Yes		
Canada	Yes	MPI	

B53-1051  
B53-1151  
B53-1251

GLOSS  
SEMI- GLOSS  
LOW SHEEN

### PRODUCT DESCRIPTION

**Pro Industrial Waterbased Alkyd Urethane Enamel** is a premium quality interior/exterior enamel formulated with a urethane modified alkyd resin system for high performance. It provides beauty and durability when applied to interior/exterior surfaces such as properly prepared drywall, wood, masonry and metal. It brings together the convenience and ease of use of a waterborne coating with the performance and coating characteristics of a traditional oil-based enamel.

- Excellent washability & flow & leveling
- Excellent touch up
- Easy application & cleanup
- Resistant to yellowing compared to traditional alkyds
- Suitable for use in USDA inspected facilities

### PRODUCT CHARACTERISTICS

**Color:** most colors  
Extra White B53W01051

**Recommended Spread Rate per coat:**

Wet mils: 4.0 - 5.0

Dry mils: 1.4 - 1.7

Coverage: 320 - 400 sq ft/gal (7.85-9.81 m<sup>2</sup>/L)

Approximate spreading rates are calculated on volume solids and do not include any application loss. Note: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

**Drying Time @ 4.0 mils wet 50% RH:**

@ 77°F

To touch: 1-2 hrs

To recoat: 4 hrs

Drying time is temperature, humidity, and film thickness dependent.

**Finish:** 75+ @ 60° Gloss

55-70 @ 60° Semi-Gloss

15-25 @ 60° Low Sheen

**Tinting with CCE:**

Base	oz/gal	Strength
Extra White	0 - 6	SherColor

**Extra White B53W01051**

(may vary by color and base)

**VOC (less exempt solvents):**

<50 g/L; <0.42 lb/gal

As per 40 CFR 59.406

**Volume Solids:** 34 ± 2%

**Weight Solids:** 47 ± 2%

**Weight per Gallon:** 10.28 lb, (4.66kg)

**Flash Point:** N/A

**Vehicle Type:** Urethane modified alkyd

### RECOMMENDED SYSTEMS

#### Steel:

1ct. Pro Industrial Pro-Cryl Primer  
2cts. Pro Industrial Waterbased Alkyd Urethane

#### Aluminum:

1ct. Pro Industrial Pro-Cryl Primer  
2cts. Pro Industrial Waterbased Alkyd Urethane

#### Galvanizing:

1ct. Pro Industrial Pro-Cryl Primer  
2cts. Pro Industrial Waterbased Alkyd Urethane

#### Concrete Block:

1ct. Heavy Duty Block Filler  
2cts. Pro Industrial Waterbased Alkyd Urethane

#### Concrete/Masonry:

1ct. Loxon Concrete & Masonry Primer  
2cts. Pro Industrial Waterbased Alkyd Urethane

#### Drywall:

1 ct. ProMar 200 Zero VOC Primer  
2 cts. Pro Industrial Waterbased Alkyd Urethane

#### Wood, Exterior:

1 ct. Exterior Wood Primer  
2 cts. Pro Industrial Waterbased Alkyd Urethane

#### Wood, Interior:

1 ct. Premium Wall & Wood Primer  
2 cts. Pro Industrial Waterbased Alkyd Urethane

The systems listed above are representative of the product's use, other systems may be appropriate.

**System Tested:** (unless otherwise indicated)

**Substrate:** Cold Rolled Steel

**Finish:** 1 ct. Pro Industrial Waterbased Alkyd Urethane  
5 mils wet

#### Adhesion:

Method: ASTM D4541

Result: > 600 psi

#### Pencil Hardness:

Method: ASTM D3363

Result: 5H, 7 day dry

#### Flexibility:

Method: ASTM D522, 180° bend,

1/8" mandrel

Result: Excellent no cracking

#### Dry Heat Resistance:

Method: ASTM D2485

Result: 200°F

#### Block Resistance:

Lab assessment                      Excellent

#### Resistance to Yellowing:

Lab assessment                      Excellent

**PRO INDUSTRIAL  
WATERBASED ALKYD URETHANE ENAMEL**



**SHERWIN-WILLIAMS.**

**SURFACE PREPARATION**

**WARNING!** Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.

**Do not use hydrocarbon solvents for cleaning.**

**Iron & Steel** - Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6. Prime the area the same day as cleaned.

**Aluminum** - Remove all oil, grease, dirt, oxide and other foreign material per SSPC-SP1. Prime the area the same day as cleaned.

**Galvanizing** - Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1. When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP16 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

**Concrete Block** - Surface should be thoroughly clean and dry. Air, material and surface temperatures must be at least 50°F (10°C) before filling. Use Heavy Duty Block Filler or Loxon Block Surfer. The filler must be thoroughly dry before topcoating.

**Masonry** - All masonry must be free of dirt, oil, grease, loose paint, mortar, masonry dust, etc. Clean per SSPC-SP13/Nace 6/ICRI No. 310.2R, CSP 1-3. Poured, troweled, or tilt-up concrete, plaster, mortar, etc. must be thoroughly cured at least 30 days at 75°F(23.9°C). Form release compounds and curing membranes must be removed by brush blasting. Brick must be allowed to weather for one year prior to surface preparation and painting. Prime the area the same day as cleaned. Weathered masonry and soft or porous cement board must be brush blasted or power tool cleaned to remove loosely adhering contamination and to get to a hard, firm surface. Apply one coat Loxon Conditioner, following label recommendations.

**Wood** - Surface must be clean, dry and sound. Prime with recommended primer. No painting should be done immediately after a rain or during foggy weather. Knots and pitch streaks must be scraped, sanded and spot primed before full coat of primer is applied. All nail holes or small openings must be properly caulked.

**Previously Painted Surfaces** - If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, additional abrasion of the surface and/or removal of the previous coating may be necessary. Retest surface for adhesion. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

**APPLICATION PROCEDURES**

Apply paint at the recommended film thickness and spreading rate as indicated on front page. Application of coating below minimum recommended spreading rate will adversely affect coating performance.

**SAFETY PRECAUTIONS**

Refer to the Safety Data Sheets (SDSs) before use. **FOR PROFESSIONAL USE ONLY.** Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

**PERFORMANCE TIPS**

No painting should be done immediately after a rain or during foggy weather. When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. Apply coating evenly while maintaining a wet edge to prevent lapping.

**APPLICATION**

Refer to the SDS before using.

**Temperature:** 50°F(10°C) minimum  
100°F(37.8°C) maximum  
(Air, surface, and material)  
At least 5°F above dew point

**Relative humidity:** 85% maximum

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compatible with the existing environmental and application conditions.

**Reducer:** Water

**Airless Spray**

Pressure .....2000 psi  
Hose ..... 1/4" ID  
Tip ..... .013" - .017"  
Filter ..... 60 mesh  
Reduction .....Not recommended

**Brush** ..... Nylon / polyester  
Reduction .....Not recommended

**Roller** ..... 1/4-1/2" woven  
Reduction .....Not recommended

If specific application equipment is listed above, equivalent equipment may be substituted.

**CLEANUP INFORMATION**

Clean spills, spatters, hands and tools immediately after use with soap and warm water. After cleaning, flush spray equipment with compliant cleanup solvent to prevent rusting of the equipment. Follow manufacturer's safety recommendations when using solvents.

**DANGER:** Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

HOTW 04/23/2019 B53W01051 11 43

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit [www.paintdocs.com](http://www.paintdocs.com) to obtain the most current version of the PDS and/or an SDS.



**SHERWIN  
WILLIAMS.**

# 1050QD Siliconized Acrylic Latex Caulk

## PRODUCT DESCRIPTION

1050QD is paintable in 20 minutes by brush, immediately by airless sprayer. It features long lasting flexibility and adhesion for a variety of jobs. 1050QD is perfect for joints exposed to moderate levels of wear and movement. It is available in white.

## BASIC USES

For use on: cracks or joints between wood, metal, glass, brick, stone, ceramic and many plastics.

- **Paintable in 20 minutes by brush**
- Paintable immediately by spray application
- Good flexibility, crack resistant
- Water / Weather Resistant
- Cured sealant is mildew resistant
- Interior / Exterior
- Water clean-up
- Limited 55yr warranty

## SPECIFICATION COMPLIANCE

1050QD exceeds the performance requirements of ASTM C-834

## PRODUCT AVAILABILITY

Color	SMIS Number	Size
White	6508-65041	10 fl oz

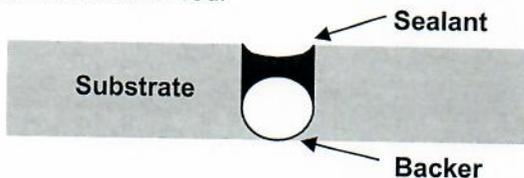
## Properties

Vehicle:	Premium siliconized acrylic polymer
Volatile:	Water
Extrudability:	Excellent
Exterior Weather:	Will not crack, discolor or lose adhesion
Weight Solids:	83.99 ± 1%
Weight/Gallon:	13.6763 ± 0.68 lb
Sag ASTM D2202:	0.15 in. maximum
Freeze-thaw:	Stable through 5 cycles
Mildew Resistance:	Cured sealant resists mildew growth
Performance:	Exceeds all requirements of Specification ASTM C834

# 1050QD Siliconized Acrylic Latex Caulk

## PREPARATION & USE

**JOINT DESIGN:** Joints should not be more than 1/2" in width or depth. Joints deeper than 1/2" should be filled to within 1/2" of the surface with polyethylene foam filler/backer rod.



**PREPARATION:** Surfaces to be caulked/sealed must be clean, dry and free from oils, loose mortar, laitance, form release agents, old caulking, old paint or other contaminants. Allow new concrete to cure for 30 days before caulking.

**MASKING:** Mask areas that are not to be caulked/sealed. Remove masking immediately after tooling BEFORE a skin has formed on the caulk/sealant.

**APPLICATION:** Cut nozzle at 45° angle to the desired orifice / bead size. Load cartridge into a caulk gun and squeeze trigger to start flow of material. Keep nozzle pressed against the surface and slowly draw along seam. Apply a uniform, continuous bead.

**TOOLING:** Tool caulk with appropriate tool to ensure firm, full contact with the surface or the joint. If necessary, smooth the surface with wet finger or spatula and wipe off the excess with a water-dampened rag.

**PRIMING:** For best results, priming is recommended prior to caulking. Determine the primer based on the substrate, any topcoat, and any required performance.

**PAINTING:** (Temperature and Humidity Dependent) Paintable in 20 minutes by brush (at 75°F and 50% relative humidity). Paintable immediately by spray application. Can be painted with latex or oil base paint. Allow extra dry time during periods of high humidity and/or cool temperatures.

**CLEAN-UP:** Clean tools and excess sealant with soap and water or a damp cloth while still wet.

## LIMITATIONS

Not for use below grade, on aquariums, or for marine use below the water line.

Never use in architectural joints, joints subject to heavy abrasion, wear or joints frequently under water. Apply at temperatures above 40°F.

For indoor and exterior use.

Do not apply when rain or moisture is expected.

Do not apply to frozen or frost covered surfaces.

Protect from freezing.

## SHELF LIFE

This caulk has a shelf life of 24 months from the date of manufacture when stored at room temperature.

## PRECAUTIONS

Use only with adequate ventilation. Avoid contact with eyes and skin. Wash hands after using. Do not transfer contents to other containers for storage. In case of eye contact, flush with water. Get medical attention if irritation persists. If swallowed, get medical attention immediately. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

**LIMITED WARRANTY:** For 55 years from date of purchase, if when applied according to label directions within one year from date of purchase, if this product fails to perform in accordance with the specifications set forth on this label, as your sole remedy, upon proof of purchase, we will replace the product at no cost or refund the original purchase price. Labor or costs associated with labor not included. Applies to single family house only. This warranty is made to the original residential consumer purchaser and is not transferable. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, WHICH ARE ALL DISCLAIMED AND/OR LIMITED IN DURATION TO THE EXTENT PERMITTED BY LAW. WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) FROM ANY CAUSE WHATSOEVER.**

Coverage in Lineal Feet One cartridge (10, 10.1, 10.3 fl. oz.)					
		Depth in Inches			
		1/8"	1/4"	3/8"	1/2"
Width in Inches	1/8"	99			
	1/4"	49	24		
	3/8"	33	20	11	
	1/2"	24	12	8	6
	5/8"	20	10	7	5
	3/4"	16	8	6	4
	7/8"	14	7	5	4
	1"	12	6	4	3

When using this reference chart, you **MUST** consider the physical limitations of the product you are using. Not all products can be used in the gap sizes shown.



**SHERWIN  
WILLIAMS.**

# 950A Siliconized Acrylic Latex Caulk

## PRODUCT DESCRIPTION

950A features long lasting flexibility and adhesion for a variety of jobs. It is perfect for joints exposed to moderate levels of wear and movement. It is available in white and clear for custom applications.

## BASIC USES

For use on: cracks or joints between drywall, wood, metal, glass, brick, stone, ceramic and many plastics.

- Quality adhesion and durability
- Provides a smooth, attractive finish
- Limited 55 year warranty



GREENGUARD GOLD certification – the strictest standard for indoor air quality (UL / independent lab tested).

## SPECIFICATION COMPLIANCE

Tested at Riverbank Acoustical Laboratories in accordance with ASTM E90 and C-919, this product was sound tested and proven to be an integral component in maintaining STC/MTC partition ratings.

It has also been tested in accordance with ASTM C- 834 and D-217.

White exceeds the performance requirements of ASTM C-834, Type OP, Grade -18 °C

Clear exceeds the performance requirements of ASTM C-920 Class 35

## PRODUCT AVAILABILITY

Color	SMIS Number	Size
White	151-8323	10 fl oz
Clear	151-8331	10 fl oz
White	163-2058	5 Gallon
White	5012-17731	Drum

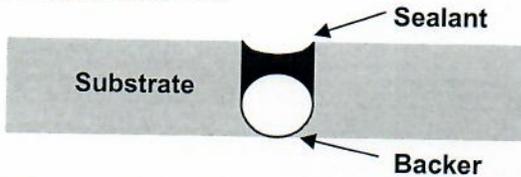
## Properties

Vehicle:	Premium siliconized acrylic polymer
Volatile:	Water
Extrudability:	Excellent
Exterior Weather:	Will not crack, discolor or lose adhesion
Weight Solids:	83.5 ± 1%
Weight/Gallon:	13.2 ± 0.2 lb
Sag ASTM D2202:	0.15 in. maximum
Freeze-thaw:	Stable through 5 cycles
Mildew Resistance:	Cured sealant resists mildew growth
Performance:	Exceeds all requirements of Specification ASTM C834

# 950A Siliconized Acrylic Latex Caulk

## PREPARATION & USE

**JOINT DESIGN:** Joints should not be more than 1/2" in width or depth. Joints deeper than 1/2" should be filled to within 1/2" of the surface with polyethylene foam filler/backer rod.



**PREPARATION:** Surfaces to be caulked/sealed must be clean, dry and free from oils, loose mortar, laitance, form release agents, old caulking, old paint or other contaminants. Allow new concrete to cure for 30 days before caulking.

**MASKING:** Mask areas that are not to be caulked/sealed. Remove masking immediately after tooling BEFORE a skin has formed on the caulk/sealant.

**APPLICATION:** Cut nozzle at 45° angle to the desired orifice / bead size. Load cartridge into a caulk gun and squeeze trigger to start flow of material. Keep nozzle pressed against the surface and slowly draw along seam. Apply a uniform, continuous bead.

**TOOLING:** Tool caulk with appropriate tool to ensure firm, full contact with the surface or the joint. If necessary, smooth the surface with wet finger or spatula and wipe off the excess with a water-dampened rag.

**PRIMING:** For best results, priming is recommended prior to caulking. Determine the primer based on the substrate, any topcoat, and any required performance.

**PAINTING:** (Temperature and Humidity Dependent) Can be painted with latex or oil based paint after two hours dry time at 75°F and 50% relative humidity. Allow extra dry time during periods of high humidity and/or cool temperatures.

**CLEAN-UP:** Clean tools and excess sealant with soap and water or a damp cloth while still wet.

## LIMITATIONS

Not for use below grade, on aquariums, or for marine use below the water line.

Never use in architectural joints, joints subject to heavy abrasion, wear or joints frequently under water. Apply at temperatures above 40°F.

For indoor and exterior use.

Do not apply when rain or moisture is expected.

Do not apply to frozen or frost covered surfaces.

Protect from freezing.

## SHELF LIFE

This caulk has a shelf life of 24 months from the date of manufacture when stored at room temperature.

## PRECAUTIONS

Use only with adequate ventilation. Avoid contact with eyes and skin. Wash hands after using. Do not transfer contents to other containers for storage. In case of eye contact, flush with water. Get medical attention if irritation persists. If swallowed, get medical attention immediately. **DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.**

**LIMITED WARRANTY:** For 55 years from date of purchase, if when applied according to label directions within one year from date of purchase, if this product fails to perform in accordance with the specifications set forth on this label, as your sole remedy, upon proof of purchase, we will replace the product at no cost or refund the original purchase price. Labor or costs associated with labor not included. Applies to single family house only. This warranty is made to the original residential consumer purchaser and is not transferable. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, WHICH ARE ALL DISCLAIMED AND/OR LIMITED IN DURATION TO THE EXTENT PERMITTED BY LAW. WE SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) FROM ANY CAUSE WHATSOEVER.**

Coverage in Lineal Feet One cartridge (10, 10.1, 10.3 fl. oz.)					
		Depth in Inches			
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When using this reference chart, you **MUST** consider the physical limitations of the product you are using. Not all products can be used in the gap sizes shown.

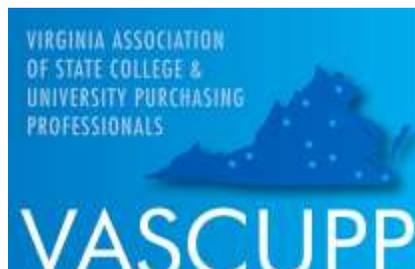


# Request for Proposal

## **RFP# ADL-1155**

**Painting and Caulking Services – Interior and Exterior**

**May 19, 2022**



**REQUEST FOR PROPOSAL**  
**RFP# ADL-1155**

**Issue Date:** May 19, 2022  
**Title:** Painting and Caulking Services – Interior and Exterior  
**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 with Four (4) Additional One (1) Year Renewals.**

**Sealed Proposals Will Be Received Until 2:00 PM on June 21, 2022 for Furnishing The Services Described Herein.**

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

All Inquiries For Information And Clarification Should Be Directed To: Aaron Largent, Buyer Senior, Procurement Services, [Largenad@jmu.edu](mailto:Largenad@jmu.edu); 540-568-4160; (Fax) 540-568-7935 not later than five business days before the proposal closing date.

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

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

Name and Address of Firm: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
(Signature in Ink)  
Name: \_\_\_\_\_  
(Please Print)  
Date: \_\_\_\_\_ Title: \_\_\_\_\_  
Web Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

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

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

# ***REQUEST FOR PROPOSAL***

***RFP # ADL-1155***

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## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources to enter into a contract to provide Interior and Exterior Painting and Caulking Services for James Madison University (JMU), an agency of the Commonwealth of Virginia. Initial contract shall be for one (1) year with an option to renew for four (4) additional one-year periods.

## **II. BACKGROUND**

James Madison University often needs extensive painting and caulking services on campus. Over the last five years, the University has spent an approximate amount of one million dollars through these previous contracts.

Currently, the University has contracts in place for these services however they are set to expire and the University's intent is to establish a new term contract to continue these services.

## **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. Contractor shall provide all labor, materials, equipment, supervision, certifications, disposal and documentation necessary to provide interior and exterior painting and caulking services on an "as needed" basis. All paint, primer, sealers, fillers, caulk and spackling compound shall be the premium retail line zero-VOC for all interior painting, zero-VOC or Low-VOC for all exterior painting, manufactured by University approved company. Paint type appropriate for surfaces to be painted and color will be specified by the University.
- B. Prior to the commencement of any work at the beginning of this contract, a kick-off meeting with the University and stated contractor will take place to discuss specifications and requirements of the University.

### **1. Interior & Exterior –**

- a. Contractor shall provide protection of all surface areas, cove base, switch plates, outlet covers, telecommunication outlets/boxes, sprinkler heads (including trim rings and covers on concealed heads), smoke detectors equipment, fixtures (lighting, plumbing), hardware, furniture and any other items that comes in contact with paint during work.
- b. Prior to applying paint contractor shall perform surface cleaning to ensure surface is free of dirt, grease, oil, rust, mildew, peeling paint, stickers, glue residue, and any other foreign matter that would adversely affect the finished appearance or protective properties of the paint being applied. Surfaces shall be prepared in accordance with the paint manufacturer's recommendation by scraping, sanding, spackling, caulking, puttying, and removal of wall paper. If for any reason the surfaces to be painted cannot be properly prepared, the conditions shall be

promptly reported to the Contract Administrator otherwise the contractor assumes full responsibility for rectifying any resulting unsatisfactory finishes.

- c. Contractor shall use only Mildew Resistant paint for interior surfaces.
- d. Contractor shall ensure that all existing, new surfaces and base coats receiving paint will be clean, smooth, dry and free from dust or grit at any time coating is applied. Existing base coats will be put in good condition and the surfaces will be well covered by touching up any bare or abraded spots. New or existing base coats will be rubbed smooth as necessary to all for proper application of paint.
- e. Contractor shall ensure the finished surface is free of runs, drips, ridges, wavers, laps, brush marks and each coat will be applied so as to produce a film of uniform thickness. Edges, corners, crevices, welds and fastener shall receive a film thickness equal to that of adjacent painted surfaces.
- f. Contractor shall keep all stored paints, liquids and rags in covered metal containers. Contractor shall store materials, tools, and equipment in areas designated by the University. In addition, maintaining the storage area in a neat and clean condition. Contractor is solely responsible for all stored items.
- g. Contractor shall remove all old loose paint, coatings, dirt, grease, rust or other contaminants from steel handrails, iron fences, steel lentils, and walkway facades. A wheel grinder will be used on all rusted surfaces to restore to a clean metal surface. Contractor will apply a primer coat of University approved High Build Epoxy Mastic. Apply one (1) intermediate coat of University approved High Solids Acrylic Aliphatic Urethane. Contractor will also apply one (1) finished coat of University approved High Solids Acrylic Aliphatic Urethane Gloss.
- h. Contractor shall scrub the gutters and associated downspouts (steel and/or aluminum) with Tri-Sodium Phosphate (TSP) and power wash to remove all dirt, grease, heavy caulk and other contaminants. All rusted areas will be cleaned with a wheel grinder to restore the surface to a clean metal surface as needed. Areas will be wiped clean with denature alcohol prior to applying the primer coat. All bare metal surfaces will be spot primed with University approved Universal Bonding Primer. Contractor will apply one (1) coat of University approved Fast Dry Alkyd Universal Bonding Primer. Contractor will also apply an intermediate coat of University approved High Solids Acrylic Aliphatic Urethane Gloss.
- i. Contractor shall remove all loose paint, dirt, grease, stickers and other contaminants from exterior doors. All rusted areas will be cleaned with a wire grinding wheel to restore a clean metal surface, after which a primer coat of University approved Alkyd Metal Primer. Contractor will then apply two (2) finish coats of University approved Alkyd Gloss Enamel Urethane Modified 12 Series.
- j. Contractor shall wipe clean exterior door frames with Wil-Bond Surface Prep, then apply one (1) primer coat of University approved Fast Dry Alkyd Universal Bonding Primer. Contractor will then apply two (2) finish coats of University approved Interior/Exterior Alkyd Gloss Enamel Urethane Modified 12 Series.

**2. Caulking** – Any and all areas where necessary.

- a. Contractor shall remove all existing deteriorated caulking and sealant to create a clean substrate suitable for re-application. Contractor shall use University approved caulking brands. Contractor shall provide a seamless caulking finish ensuring that all seals, cracks, etc., are completed in a professional grade standard.
- b. Additional caulking services may be required by University upon request.

### **3. Personnel Classification and Qualifications**

- a. In accordance with the Environmental Protection Agency, contractor shall be an RRP firm and utilize RRP certified workers on site in accordance with 40 CFR (Code of Federal Regulation).
- b. Contractor shall be responsible for providing the appropriate types and skill level of personnel required to accomplish the work. Contractor shall ensure that the work is accomplished in compliance with all applicable laws, ordinances, rules, regulations and codes including Virginia OSHA Requirements and the Virginia Uniform Statewide Building Code issued by the Department of Housing and Community Development in effect on the date(s) that the work in being performed.
- c. Contractor shall provide, erect and maintain all scaffolding required for proper execution and completion of all the work and inspection by the University's designated representative. All scaffolding must meet OSHA requirements.
- d. Job foremen, lead worker or supervisor must be fluent in English and on the job site at all times.
- e. Personnel shall be properly trained and qualified for work of this type. Personnel shall have the minimum ability and experience for their classification as defined below. The University reserves the right to refuse to accept services from any personnel deemed by the University to be unqualified, disorderly or otherwise unable to perform assigned work. The Contractor shall provide and keep up to date a list of all personnel performing work under this contract with classification(s) denoted, as well as written evidence of the personnel's qualification for those classifications.
  - (1) Painter shall be skilled in the painting trade at the journeyman level and must be able to work independently from blueprints, instructions and specification. They must be able to supervise one or more helpers and have a thorough knowledge of standard painting practices, materials, and processes. They must have the ability to efficiently use the tools, equipment, and materials of the painting trade to include spray painters, floor sanders, sand blasters, steam jenny, and high-pressure washers and shall be equipped with all tools, equipment, safety equipment and other incidentals necessary for the performance of the work including transportation to and from the University and work sites.
- f. Contractor shall provide wet paint signs, drop cloths, barriers and other covering for proper protection of metal, previously painted surfaces, office furnishings, personal belongings of the University students and personnel, automobiles, pedestrian traffic, etc. Contractor shall correct any damage by cleaning, repairing or replacing, and repainting as acceptable to the University.
- g. Contractor shall ensure its' employees use personal safety equipment to avoid skin and eye contact with cleaning products.

#### **4. Storage/Clean-up**

- a. Storage area shall be restricted to project related materials and contractor shall ensure that area is kept clean at all times. Contractor shall clean-up daily as required to prevent accidents to personnel, protect work in place and to ensure completion of project in an orderly manner.

#### **5. Procedures for Each Project**

- a. JMU will provide to the Contractor a detailed list of work to be performed to include a start and completion date. Contractor shall provide Safety Data Sheets on all materials used on campus and have them readily available at all times.
- b. Contractor must submit a written proposal to include line-item breakdown and work schedule for the project to the University project representative. The proposal shall include projected man-hours by employee and classification with cost breakdown including rental of equipment (e.g. scaffolding and/or a motorized aerial platform). Proposal shall also include all labor, materials, supplies, tools, equipment, transportation and all incidentals required.

#### **6. Describe:**

1. Describe your company's history and experience with painting and caulking services.
2. Describe your company's method to performing any painting or caulking services.
3. Describe other agencies or Universities in which you have performed similar services.
4. Describe fees/charges applicable for painting and caulking services.

### **V. PROPOSAL PREPARATION AND SUBMISSION**

#### **A. GENERAL INSTRUCTIONS**

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
  - a. **One (1) original and One (1) copy** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - b. **One (1) electronic copy in WORD format or searchable PDF (CD or flash drive)** of the entire proposal, **INCLUDING ALL ATTACHMENTS**. Any proprietary information should be clearly marked in accordance with 3.f. below.
  - c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked "*Redacted Copy*" on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.
3. Proposal Preparation
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
  - b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
  - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
  - d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.

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

**B. SPECIFIC PROPOSAL INSTRUCTIONS**

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

1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.

6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: [www.VASCUPP.org](http://www.VASCUPP.org).
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

## VI. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	20
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	20
5. Cost	<u>20</u>
	100

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

## VII. GENERAL TERMS AND CONDITIONS

- A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and

any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition, the manual may be accessed electronically at <http://www.jmu.edu/procurement> or a copy can be obtained by calling Procurement Services at (540) 568-3145.

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

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

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription,

advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
  - 1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- c. 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.
- d. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

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

(30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
  2. Employer's Liability: \$100,000
  3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
  4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*
- 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](http://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](http://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](http://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. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in a competitive sealed solicitation only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

## VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

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

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to [www.jmu.edu/parking](http://www.jmu.edu/parking); or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**

- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.

- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety & Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).
- R. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
- S. STANDARDS OF CONDUCT: The work site will be occupied by students and University Personnel during the times work is performed. Contractor and Contractor's personnel shall exercise a particularly high level of discipline, safety and cooperation at all times while on the job site. The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude, and assuring that they are not engaging in any destructive or criminal activity. The Contractor is also responsible for ensuring that its employees do not disturb papers on desks, or open desk drawers, cabinets, or briefcases, or use State phones, and the like, except as authorized.
- T. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices

for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

## IX. METHOD OF PAYMENT

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

## X. PRICING SCHEDULE

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

A. Contractor Shall provide labor rates for the following:

	Hourly Rate	Overtime Rate
Lead Supervisor	\$	\$
Lead Worker	\$	\$
Painting Supervisor	\$	\$
First Class Painter	\$	\$
Painter's Helper	\$	\$

B. Contractor shall provide pricing as follows:

Item	Description	Pricing
Contractor shall provide product description/materials used.		\$ - Contractor shall provide a % off for products ( <i>where applicable</i> )

C. Caulking

Products	Price
	\$

<b>Equipment Rentals</b>	<b>Daily Rate</b>	<b>Weekly Rate</b>	<b>Monthly Rate</b>
	\$	\$	\$

<b>Labor Rates * includes all equipment, travel, truck, misc. costs, &amp; hotel</b>	<b>Normal</b>	<b>Emergency</b>
Laborer	\$	\$
Supervisor	\$	\$

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

## **XI. ATTACHMENTS**

Attachment A: Offeror Data Sheet

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

Attachment C: Standard Contract Sample

Attachment D: Zone Map

ATTACHMENT A

OFFEROR DATA SHEET

TO BE COMPLETED BY OFFEROR

- 1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirements.
- 2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing these types of goods and services.

Years \_\_\_\_\_ Months \_\_\_\_\_

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #

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

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- 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: \_\_\_\_\_

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ATTACHMENT B

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

Offeror Name: \_\_\_\_\_ Preparer Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date:\_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date:\_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date:\_\_\_\_\_

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

If yes, certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

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

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

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

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

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

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

***RETURN OF THIS PAGE IS REQUIRED***

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

Procurement Name and Number: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

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

Offeror / Proposer:

\_\_\_\_\_ Firm

\_\_\_\_\_ Address

\_\_\_\_\_ Contact Person/No.

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

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

**RETURN OF THIS PAGE IS REQUIRED**

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. \_\_\_\_\_

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

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

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

PERIOD OF PERFORMANCE: From \_\_\_\_\_ through \_\_\_\_\_

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

\_\_\_\_\_  
(Printed Name)

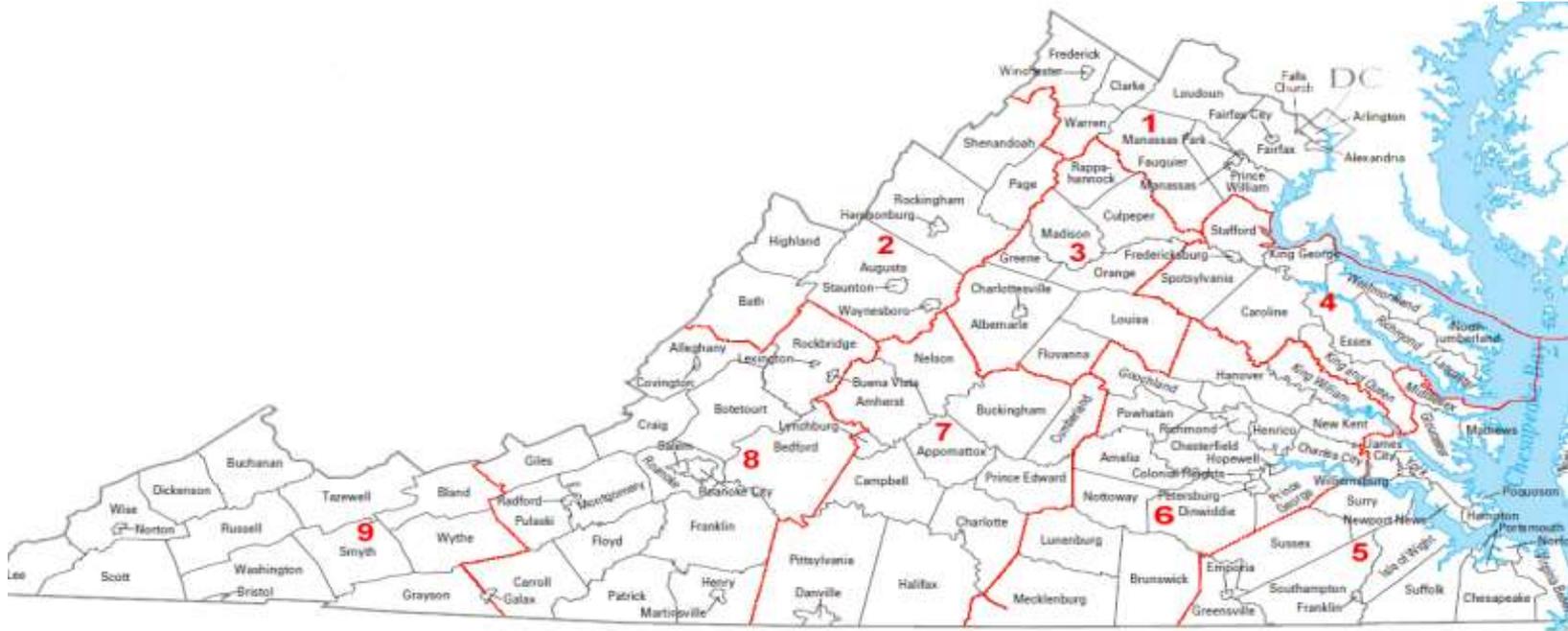
\_\_\_\_\_  
(Printed Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# ATTACHMENT D

## Zone Map



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

#### List of member institutions by zones

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