



**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

Contract No. UCPJMU6576

This contract entered into this 27th day of March 2023, by Fischer Restoration LLC dba Rainbow Restoration 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 March 27, 2023 through March 26, 2024 with four (4) one-year renewal options.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal RFP DKM-1173 dated January 19, 2023
 - (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 February 3rd, 2023 and the following negotiated modification to the Proposal, all of which documents are incorporated herein.
 - (a) Negotiations Summary, dated March 6, 2023

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

CONTRACTOR:

By: Aaron Fischer
(Signature)

Aaron Fischer
(Printed Name)

Title: Owner

PURCHASING AGENCY:

By: [Signature]
(Signature)

Dylan Morris
(Printed Name)

Title: Buyer Senior

**RFP # DKM-1173, Fire & Water Damage Cleanup Services
Negotiation Summary for Rainbow Restoration of Greater
Virginia**

3/6/2023

1. Hourly pricing for services will be followed as listed below:

JOB CLASSIFICATION	HOURLY RATES		
Management	Standard	OT	Holiday
Assistant Project Manager (APM)	\$110.00	\$165.00	\$220.00
Works (PAA)	\$58.00	\$87.00	\$116.00
Biohazard, Trauma, Forensic Supervisor (BTFS)	\$85.00	\$127.50	\$170.00
Electronic Restoration Supervisor (ERSUP)	\$82.00	\$123.00	\$164.00
Health & Safety Officer (HSO)	\$90.00	\$135.00	\$180.00
Project Accountant/ Auditor (PA)	\$100.00	\$150.00	\$200.00
Project Administrative/Clerk of the	\$58.00	\$87.00	\$116.00
Project Coordinator (PC)	\$130.00	\$195.00	\$260.00
Project Consultant (PCS)	\$168.00	\$252.00	\$336.00
Project Manager (PM)	\$150.00	\$225.00	\$300.00
Restoration Supervisor (RS)	\$125.00	\$187.50	\$250.00
Restoration	Standard	OT	Holiday
Biohazard, Trauma, Forensic Technician (BTFT)	\$71.50	\$107.25	\$143.00
Carpenter (CR)	\$78.00	\$117.00	\$156.00
Certified Mold Technician (CRT)	\$67.00	\$100.50	\$134.00
Dehumidification Technician (DT)	\$70.00	\$105.00	\$140.00
Drywall Installer/Finisher (DRY)	\$73.00	\$109.50	\$146.00
Electronic Restoration Technician (ERT)	\$68.00	\$102.00	\$136.00

**RFP # DKM-1173, Fire & Water Damage Cleanup Services
Negotiation Summary for Rainbow Restoration of Greater
Virginia**

3/6/2023

Electrician (EL)	\$ 125.00	\$187.50	\$250.00
Equipment Operator (EO)	\$75.00	\$112.50	\$150.00
General Labor (GL)	\$75.00	\$112.50	\$150.00
HVAC Technician (HVAC)	\$135.00	\$202.50	\$270.00
Mobilization Support (MS)	\$52.00	\$78.00	\$104.00
Painter (PT)	\$65.00	\$97.50	\$130.00
Plumber (PLM)	\$175.00	\$262.50	\$350.00
Resource Coordinator (RC)	\$54.00	\$81.00	\$108.00
Restoration Technician (RT)	\$105.00	\$157.50	\$210.00
Skilled Labor (SL)	\$85.00	\$127.50	\$170.00

- JMU Shall only accept Xactimate pricing, except when pre-approved by University in writing. Services used during the term of this contract shall reflect the correct Xactimate pricing model, which will be provided by the contractor

*Contractor and purchasing agency will re-evaluate Xactimate pricing model to be used at each renewal period.

- The University will issue a purchase order for each order based upon a quote provided by your firm. No additional agreements, orders forms, or signatures shall be required.
- The contractor warrants the services under the contract will be performed: (a) in a diligent, professional and workmanlike manner in accordance with the highest applicable industry standards; (b) in accordance with this Agreement and the applicable Statement(s) of Work; and (c) by experienced and qualified personnel.
- Travel Expenses: James Madison University is an agency of the Commonwealth of Virginia and as such, Contractors billing for travel related expenses must invoice in accordance with the U. S. General Services Administration (*GSA*) for lodging, meals and incidental expenses at the time of travel, which can be referenced at: <http://www.jmu.edu/finprocedures/4000/4215mie.shtml>.



**RFP # DKM-1173, Fire & Water Damage Cleanup Services
Negotiation Summary for Rainbow Restoration of Greater
Virginia**

3/6/2023

Transportation for air travel and car rental will be paid at cost with Contractor providing a documented receipt to the University. Contractor shall book air travel and car rental to ensure expenses remain economical. Air fare shall be reimbursed for coach/standard with no upgrades and car rental shall be reimbursed for standard with no upgrades.

6. The Contractor has disclosed all potential fees. Additional charges will not be accepted.

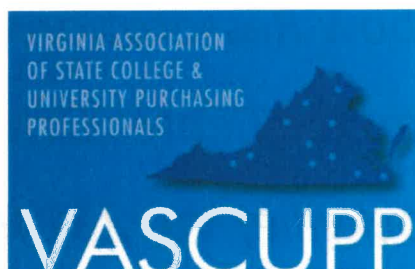


Request for Proposal

RFP# DKN-1173

Fire and Water Damage Cleanup Services

January 19, 2023



Response to Proposal:
Fire and Water Damage Cleanup and Restoration
Services

RFP # DKN-1173

Issue Date: 1/19/2023

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

Time and Date set for Closing: 2:00pm on 2/9/23

Submitted by: Rainbow Restoration of Greater Virginia

2305 Commerce Center Drive. Suite D

Rockville, Va. 23146

REQUEST FOR PROPOSAL

RFP# DKM-1173

Issue Date: January 19, 2023

Title: Fire and Water Damage Cleanup Services

Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720 752
Ott Street, Wine Price Building First
Floor, Suite 1023 Harrisonburg, VA
22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on February 9, 2023 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: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-7003; (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:

Rainbow Restoration- 2305 Commerce Center
Dr. Suite D Rockville, Va. 23146

By:


(Signature in Ink)

Name:

Aaron Fischer
(Please Print)

Date: 2/1/2023

Title: Owner

Web Address: www.Rainbowrestores.com

Phone: 8 0 4 - 6 3 9 - 0 2 3 0

Email: o p s @ r a i n b o w v a . c o m

Fax #: _____

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

SMALL, WOMAN OR MINORITY OWNED BUSINESS:

Δ YES; Δ NO; IF YES ⇒ ☒ SMALL; ☒ WOMAN; Δ MINORITY IF MINORITY: Δ AA; Δ HA; Δ AsA; Δ NW; Δ 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.

Rev. 1/12/21

REQUEST FOR PROPOSAL

RFP # DKM-1173

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I. Company Background

Rainbow Restoration has been leading the way in the restoration industry since 2016 in Richmond, Fredericksburg, Charlottesville, and Staunton areas. When Disaster strikes you can rely on rapid and professional restoration services from Rainbow Restoration of Greater Virginia. Rainbow Restoration is on call 24/7 and ready to immediately dispatch certified technicians from our Harrisonburg location when disaster strikes. All our certified technicians are qualified through the Institute of Inspection, Cleaning and Restoration Certification (IICRC). The IICRC has served as the industry guardian for inspection, restoration, and cleaning services for over 30 years. Our restoration services cover fire and smoke, water damages, mold removal, and more.

Rainbow Restoration of Greater Virginia uses industry approved equipment, innovative technologies and a built-in accountability process to assure every job is completed to the standards of our client. We actively seek out, listen to and act upon the concerns of the clients we serve. Exceeding our clients expectations is what we strive for when called upon to handle any situation.

Once Rainbow Restoration is called on the job, you can expect quality results and superior customer service. Rainbow Restoration sets the benchmark in home and commercial restoration.

II. Plan for Methodology for Providing Goods/Services as Described in Section IV. Statement of Needs of this Request for Proposal

A. Summary

As a Rainbow Restoration franchisee, we have contracts with widely known national insurance companies and commercial accounts who have set specific service standards which we abide by to all of our jobs. The guidelines include but are not limited to immediate contact with the customer when a new job occurs, less than two-hour arrival time on-site 24/7, documentation of affected areas, initial scope sheet and drying logs and an emphasis on drying the damaged area within 24-36 hours when possible. These guidelines are very similar to those requested in the Statement of Needs in this RFP.

B. Water Damage

As certified water restoration experts, we use the most advanced tools and equipment in the industry and apply systematic best practices that have been developed with 30-plus years in the business. Our technicians are certified and follow the IICRC guidelines, which is the hallmark of professional knowledge in the cleaning and restoration industry. Rainbow Restoration crews use state-of-the-art equipment including meters, hygrometers, thermal imaging, truck mounted and portal extractors, LGR and desiccant dehumidifiers, and air movers. We employ Rapid Structural Drying techniques to dry your structure as quickly and completely as possible.

C. Fire Damage

Specializing in all aspects of fire mitigation, we are well suited to handle any size project that may arise. Our certified technicians hold Fire/Smoke Restoration Technician (FRST) and Odor Control Technician (OCT) certifications through IICRC. We perform all services necessitated by fire including emergency board up and stabilization, contents inventory, pack out, and cleaning. Rainbow also specialized in interior and exterior demolition, structural cleaning, and deodorization. In addition to being fire and smoke specialist, we are also licensed Class A contractors with endorsements from Department of Professional and Occupational Regulation. This allows our team to have a comprehensive understanding of the buildings we work in from the inside out.

D. Documentation and Report Guidelines

At Rainbow Restoration, we understand how important documentation is; therefore, we are extremely diligent in making sure proper photos, moisture readings, scopes, sketches, and notes are collected throughout each project. Upon an initial inspection of a water damaged structure, our supervisors start by photo documenting all exterior and interior damage within the affected area. Next, a thorough written scope is created including physical damages, initial psychometrics, moisture readings, and an complete demo and drying plan. All documentation is stored electronically and available in real-time. Technicians also complete a 3D Matterport Scan giving us full 360-degree digital views of the impacted areas that can be accessed at anytime to

make sure complete accuracy of the job is achieved. As work is performed, our estimators complete a line item invoice for the work being completed so that the final paper work is available to our clients within 24 hours of completion.

E. General

Rainbow of Greater Virginia utilizes Xactimate pricing which is a tool used as an estimating guideline for restoration, repairs, insurance claims, and new construction. All estimates will be written using the most up to date price list available. Rainbow Restoration has also included a Time and Material price list for larger projects to be utilized.

In addition to being an IICRC Certified firm, Rainbow Restoration of Greater Virginia ensures that an IICRC certified technician will be on each project.

Rainbow Restoration of Greater Virginia submits background checks and drug testing for all new hires, which are updated for all employees.

III. Narrative Statement Including Expertise, Qualifications, and Experience of the Firm Personnel

Rainbow Restoration of Greater Virginia was purchased by Aaron Fischer in 2017, but he has been involved with the Rainbow Franchise group since 2006. Aaron is involved with each layer of the business including but not limited to sales, operations, accounting and the day to day. Aaron takes a hands on approach and attributes much of the company's success to his willingness to lead by example. This has placed Rainbow of Greater Virginia as one of the top five franchise out of four hundred in the Rainbow Brands internationally.

Rainbow Restorations General Manager, Garrett Norvelle is a Triple Master in IICRC which is achieved by completing the necessary training in Textiles, Water, Smoke and Fire mitigation. Garrett handles the day-to-day operation for all of the Rainbow locations. Garrett has overseen, completed, and worked on numerous projects for public universities.

Rainbow Restorations Cleaning and Content Supervisor, Kevin McSpadden is IICRC WTR, ASD and FSRT Certified. Kevin handles all of the cleaning and contents projects for Rainbow.

Tony Faust and Gary Morris are head of our water mitigation department. Gary is IICRC certified in WTR, ASD, FSRT, and AMR. Tony is IICRC certified in WTR and FSRT, both are responsible for the daily operations of the water mitigation department.

Rainbow Restorations Large Loss supervisor is John Evans, John is IICRC Certified in WRT, has OSHA 10, OSHA 40, HZW 40, and MCC certifications. John has over seen numerous large loss project all over the country and has an extensive understanding of how to run, operate, and complete large loss projects.

Coupled with our field management staff, we routinely have 10-15 full time certified and non-certified technicians to assist in all stages of water and fire mitigation. Rainbow Restoration strives to work efficiently and diligently together to make sure projects move quickly and business downtime is kept to a minimum.

IV. Offeror Data Sheet, Attachment A

Offer Data Sheet Attached

See Attached.

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 16__ Months 4

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

CLIENT	LENGTH OF SERVICE	ADDRESS	CONTACT PERSON/PHONE #
Virginia Farm Bureau	5 Years	12580 W Creek Pkwy, Richmond, VA 23238	Danny Osterbind- 804-370-4617
Mondelez Global	2 Years	6002 S Laburnum Ave Richmond, Va. 23231	Kevin Babcock- 678-231-7603
Northern Neck	4 years	4981 Irvington Rd. Irvington Va. 22480	Adam Thompson- 540-986-5153
University of Virginia	10 Years	1215 Lee St. Charlottesville Va. 22903	Doug Rush- 434-924-8095
Real Property Management	5 years	1500 Amherst St. Charlottesville Va. 22903	Brian Gallagher- 540-784-8641

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

Rainbow of Richmond 2305 Commerce Center Dr. Suite D Rockville Va. 23146

Rainbow of Charlottesville 450 Pantops Ctr, Charlottesville Va. 22911

Rainbow Staunton 2378 Lee Highway Ste 2 Mount Sidney VA 24467

Rainbow of Fredericksburg 11901 Bowman Dr. Suite 107 Fredericksburg Va. 22408

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:

V. Small Business Subcontracting Plan

Offer Data Sheet Attached
See Attached.

ATTACHMENT B

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

Offeror Name: Rainbow Restoration of Greater Virginia **Preparer Name:** Aaron Fischer

Date: 2/1/23

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: 824062 Certification date: 9/20/22-9/20/27

Is your firm a **Woman-owned Business Enterprise** certified by the Department of Small Business and

Supplier Diversity (SBSD)? Yes X No

If yes, certification number: 824062 Certification date: 9/20/22-9/20/27

Is your firm a **Minority-Owned Business Enterprise** certified by the Department of Small Business and

Supplier Diversity (SBSD)? Yes No X

If yes, certification number: Certification date:

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

If yes, certification number: Certification date:

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

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

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

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

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

year period prior to their certification.

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT B (CNT'D)

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

Procurement Name and Number: Fire & Water Damage Clean up Services RFP# DKN-117 Date Form Completed: 2/1/23

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

Offeror / Proposer:

Rainbow Restoration of Greater VA 2305 Commerce center Dr. Suite D Rockville Va., 23146

Garrett Norvelle 434-964-7331

Firm

Address

Contact Person/No.

Currently, No Sub-Contractors are used for Mitigation and Restoration Services

Sub-Contractor's Name and Address	Contact Person & Phone Number	SBSD Certificatio n 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

VI. Amount of Sales your company had during the last twelve months with VASCUPP Member Institution.

Rainbow of Greater Virginia has completed a total of \$144,362.70 over the last 12 months.

VII. Proposed Cost

As requested, Attachment E of the RFP is attached. Included is a full detailed, itemized break down of all costs, materials, and work. A conservative approach was taken while creating each estimate; however, each was constructed to address all known damage within the available scope. Some assumptions were made including finish materials, floor plans, specific personal property damage, and cleanliness of discharged water.

Also included is Rainbow Restoration's "Large Loss" price list. In situations where restorations efforts are larger, it can be beneficial for the customer and contractor to utilize a Time and Material billing format. The proposed costs could be used as an alternative to Xactimate at the sole discretion of the public University or its advisors.

Attachment E

A detailed, itemized break down of all costs, materials, and work shall be submitted. January 2023 pricing shall be used. Xactimate pricing for Charlottesville is the preferred software for estimating.

A sprinkler head malfunctions and bursts on the 1st floor of the Cardinal House, 500 Cardinal Dr. on the campus of JMU. This event occurs late, Friday evening and is not discovered until the following morning around 7 A.M. In the intervening time, the basement suffers significant water damage. The cardinal House is a one story house used as a commercial office space, averaging 2,500 square feet. The first floor is carpeted and is furnished with files and typical office furniture, along with acoustical ceiling tiles.

Price and cleanup for this estimate are shown below for a hypothetical scenario including all labor and equipment costs:

Total: \$10,345.37

A commercial kitchen fire breaks out on the ground floor of the East Campus Dining Hall. Adjacent to the kitchen is 100-seat eating area. The kitchen suffers smoke, fire and water damage; the eating area experiences smoke and water damage. In addition, the two-story main lobby of the building-not far from the restaurant- has experienced smoke, soot, and water damage from sprinklers going off. The lobby has 2 stories of glass on two sides. Two, 100-foot corridors radiate from the lobby; one corridor has smoke damage, and the other corridor has floor to ceiling glass down the length of the one side smoke and soot damage.

Price and cleanup for this estimate are shown below for a hypothetical scenario including all labor and equipment costs:

Total: \$16,545.32



Rainbow Restoration

Rainbow Restoration
2305 Commerce Center Dr Unit D
Rockville, Va 23146
804-639-0230

Insured: James Madison University - Cardinal House
Property: 500 Cardinal Drive
Harrisonburg, VA 22801

Estimator: Garrett Norvelle
Company: Rainbow International of Charlottesville

Business: (434) 964-7331

Claim Number:	Policy Number:	Type of Loss: Water Damage
Date of Loss: 1/17/2023 10:00 AM	Date Received: 1/17/2023 10:45 AM	
Date Inspected: 1/17/2023 1:44 PM	Date Entered: 1/25/2023 12:40 PM	
Price List: VACH8X_JAN23		
	Restoration/Service/Remodel	
Estimate: JMU_CARDINAL_DR		



Rainbow Restoration

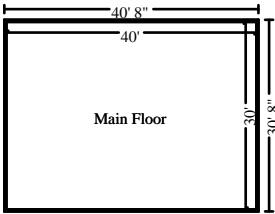
Rainbow Restoration
2305 Commerce Center Dr Unit D
Rockville, Va 23146
804-639-0230

JMU_CARDINAL_DR

Services

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - during business hours	1.00 EA	0.00	156.13	0.00	156.13
2. Content Manipulation charge - per hour	12.00 HR	0.00	52.22	0.00	626.64
Content manipulation performed in order to complete the extraction process.					
3. Inventory, Packing, Boxing, and Moving charge - per hour	12.00 HR	0.00	52.22	0.00	626.64
This charge will be for boxing and inventory of items that will either be stored off site or on site in a designated area.					
4. Document Recovery Services	1.00 EA				AS INCURRED
Document Recovery Services will be pre approved by POC for JMU.					
5. Cleaning - Upholstery, Soft Furniture - per hour	6.00 HR	0.00	52.22	0.00	313.32
Restoration Technician performing upholstered furniture.					
6. Cleaning - Remediation Technician - per hour	4.00 HR	0.00	52.22	0.00	208.88
Restoration Technician performing hard furniture cleaning.					
7. Equipment setup, take down, and monitoring (hourly charge)	6.00 HR	0.00	52.22	0.00	313.32
8. Haul debris - per pickup truck load - including dump fees	1.00 EA	160.84	0.00	0.00	160.84
Totals: Services				0.00	2,405.77

Main Floor



Main Floor	Height: 8'
1,120.00 SF Walls	1,200.00 SF Ceiling
2,320.00 SF Walls & Ceiling	1,200.00 SF Floor
133.33 SY Flooring	140.00 LF Floor Perimeter
140.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
9. Water extraction from carpeted floor - Category 2 water	1,200.00 SF	0.00	0.78	0.00	936.00
10. Tear out baseboard	140.00 LF	0.48	0.00	0.00	67.20

Removal of vinyl cove base that acts as a vapor barrier.



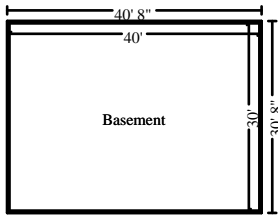
Rainbow Restoration

Rainbow Restoration
 2305 Commerce Center Dr Unit D
 Rockville, Va 23146
 804-639-0230

CONTINUED - Main Floor

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
11. Drill holes for wall cavity drying	280.00 EA	0.00	0.52	0.00	145.60
Drill holes around the perimeter of the floor to allow sufficient air exchange in wall cavity minimizing drying time.					
12. Clean and deodorize carpet	1,200.00 SF	0.00	1.02	0.64	1,224.64
13. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	3.00 EA	0.00	105.58	0.00	316.74
1 XL Dehumidifier for 3 days.					
14. Air mover axial fan (per 24 hour period) - No monitoring	39.00 EA	0.00	28.75	0.00	1,121.25
13 Axial Air movers for 3 days each.					
Totals: Main Floor				0.64	3,811.43
Total: Main Floor				0.64	3,811.43

Basement



Basement	Height: 8'
1,120.00 SF Walls	1,200.00 SF Ceiling
2,320.00 SF Walls & Ceiling	1,200.00 SF Floor
133.33 SY Flooring	140.00 LF Floor Perimeter
140.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
15. Water extraction from carpeted floor - Category 2 water	1,200.00 SF	0.00	0.78	0.00	936.00
16. Tear out baseboard	140.00 LF	0.48	0.00	0.00	67.20
Removal of vinyl cove base that acts as a vapor barrier.					
17. Drill holes for wall cavity drying	280.00 EA	0.00	0.52	0.00	145.60
Drill holes around the perimeter of the floor to allow sufficient air exchange in wall cavity minimizing drying time.					
18. Clean and deodorize carpet	1,200.00 SF	0.00	1.02	0.64	1,224.64
19. Dehumidifier (per 24 hr period)- 110-159 ppd - No monitor.	6.00 EA	0.00	105.58	0.00	633.48
2 XL Dehumidifiers for 3 days each.					
20. Air mover axial fan (per 24 hour period) - No monitoring	39.00 EA	0.00	28.75	0.00	1,121.25
13 Axial Air movers for 3 days each.					
Totals: Basement				0.64	4,128.17



Rainbow Restoration

Rainbow Restoration
2305 Commerce Center Dr Unit D
Rockville, Va 23146
804-639-0230

Total: Basement	0.64	4,128.17
Line Item Totals: JMU_CARDINAL_DR	1.28	10,345.37

Grand Total Areas:

2,240.00	SF Walls	2,400.00	SF Ceiling	4,640.00	SF Walls and Ceiling
2,400.00	SF Floor	266.67	SY Flooring	280.00	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	280.00	LF Ceil. Perimeter
2,400.00	Floor Area	2,494.22	Total Area	2,240.00	Interior Wall Area
2,568.00	Exterior Wall Area	285.33	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



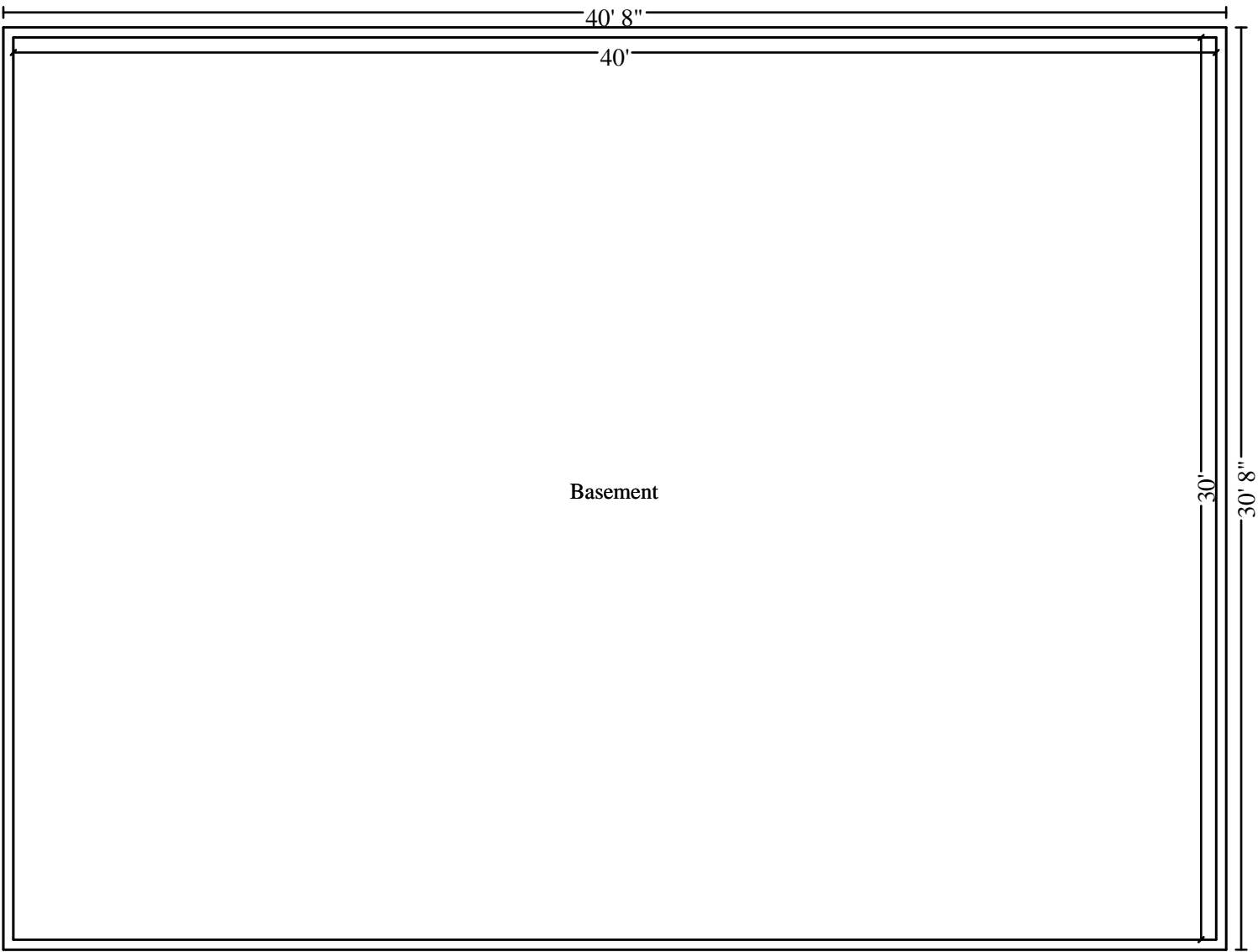
Rainbow Restoration

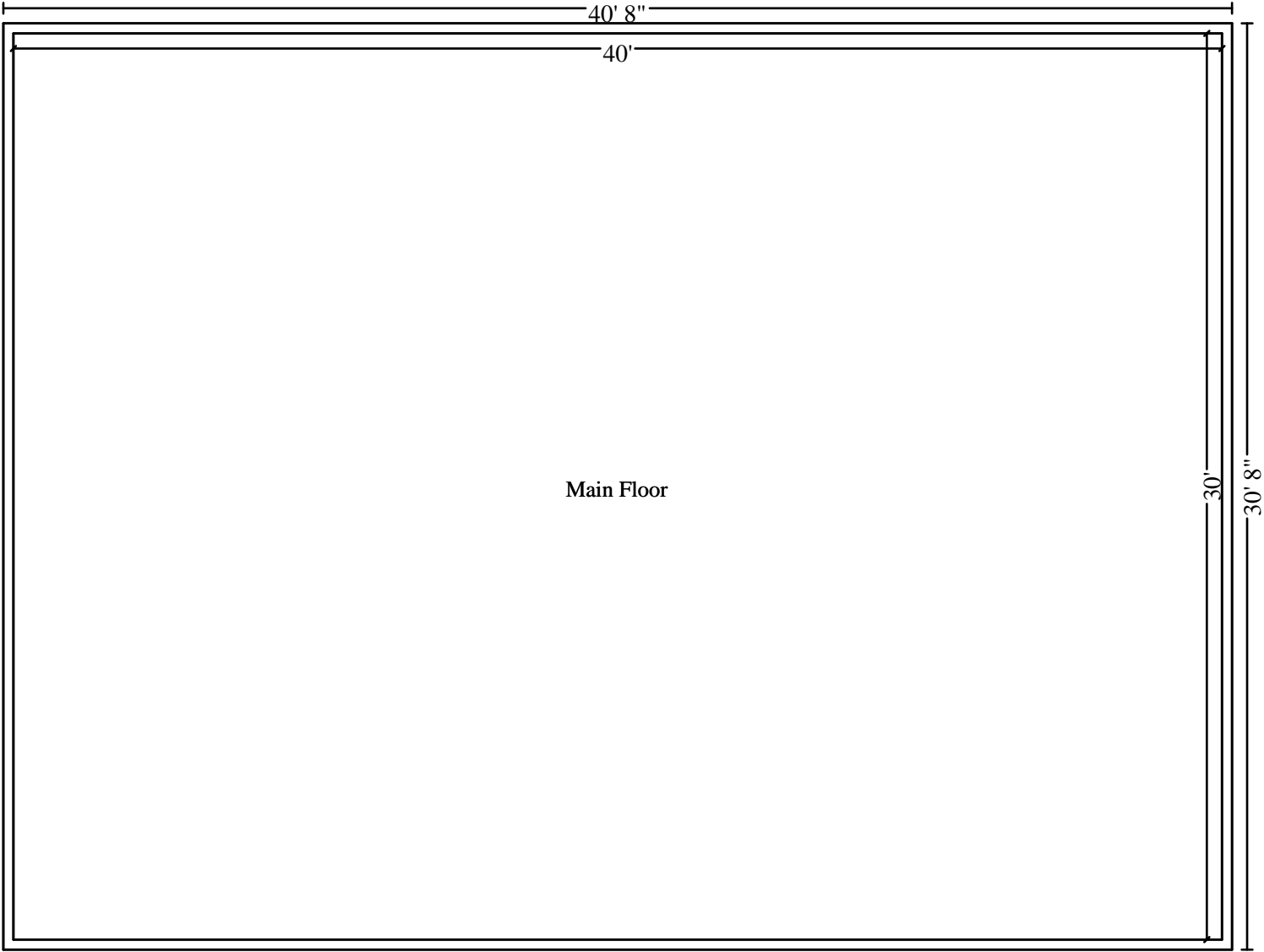
Rainbow Restoration
2305 Commerce Center Dr Unit D
Rockville, Va 23146
804-639-0230

Summary for Dwelling

Line Item Total	10,344.09
Material Sales Tax	1.28
Replacement Cost Value	\$10,345.37
Net Claim	\$10,345.37

Garrett Norvelle





Main Floor



Rainbow Restoration

Rainbow Restoration
2305 Commerce Center Dr Unit D
Rockville, Va 23146
804-639-0230

Insured: James Madison University - East Campus Dining
Hall

Estimator: Garrett Norvelle
Company: Rainbow International of Charlottesville

Business: (434) 964-7331

Claim Number:

Policy Number:

Type of Loss: Fire

Date of Loss: 1/9/2023 12:30 PM
Date Inspected: 1/9/2023 2:20 PM

Date Received: 1/9/2023 1:19 PM
Date Entered: 1/25/2023 1:18 PM

Price List: VACH8X_JAN23
Restoration/Service/Remodel
Estimate: JMU_EAST_DINING_HALL



Rainbow Restoration

Rainbow Restoration
2305 Commerce Center Dr Unit D
Rockville, Va 23146
804-639-0230

JMU_EAST_DINING_HALL

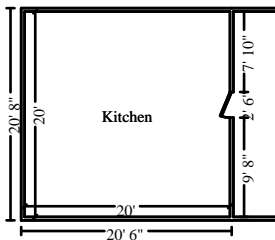
Services

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Emergency service call - during business hours	1.00 EA	0.00	156.13	0.00	156.13
2. Add for personal protective equipment (hazardous cleanup)	20.00 EA	0.00	14.31	14.24	300.44
Disposable coveralls with zipper front, attached hood and boots, with elastic wrists.					
3. Negative air fan/Air scrubber (24 hr period) - No monit.	5.00 DA	0.00	70.18	0.00	350.90
Negative Air Machine utilized to contain all particulate and other contaminants inside the affected area.					
4. Containment Barrier/Airlock/Decon. Chamber	450.00 SF	0.00	0.85	3.58	386.08
5. Equipment setup, take down, and monitoring (hourly charge)	8.00 HR	0.00	52.22	0.00	417.76
6. Tandem axle dump trailer - per load - including dump fees	1.00 EA	215.75	0.00	0.00	215.75
Totals: Services				17.82	1,827.06

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
7. Hydroxyl generator - odor counteractant - 3 optics	3.00 DA	0.00	225.75	0.00	677.25
1 Hydroxyl Generator utilized to remove odor from building.					
Total: Main Level				0.00	677.25



Kitchen

Height: 8'

640.00 SF Walls	400.00 SF Ceiling
1,040.00 SF Walls & Ceiling	400.00 SF Floor
44.44 SY Flooring	80.00 LF Floor Perimeter
80.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Mitigation					



Rainbow Restoration

Rainbow Restoration
2305 Commerce Center Dr Unit D
Rockville, Va 23146
804-639-0230

CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
8. Water extraction from hard surface floor - Cat 3 water	400.00 SF	0.00	0.76	0.00	304.00
9. Tear out baseboard and bag for disposal - up to Cat 3	80.00 LF	0.91	0.00	0.81	73.61
Vinyl cove base removed acting as vapor barrier.					
10. Tear out wet drywall, cleanup, bag - Cat 3	640.00 SF	1.33	0.00	5.77	856.97
11. Remove wet ceiling tile & drywall and bag - Cat 3	400.00 SF	1.64	0.00	2.54	658.54
12. Add-on cost for tearing out glued-on drywall	640.00 SF	0.41	0.00	0.00	262.40
13. Water Extraction & Remediation Technician - per hour	2.00 HR	0.00	52.22	0.00	104.44
Labor cost to remove drop ceiling grid.					
14. Tear out non-salv vinyl, cut & bag - Category 3 water	400.00 SF	1.99	0.00	1.48	797.48
Cleaning					
15. Clean floor or roof joist system	400.00 SF	0.00	1.42	0.42	568.42
16. Clean stud wall	640.00 SF	0.00	1.14	0.68	730.28
17. Clean more than the floor	800.00 SF	0.00	0.54	0.42	432.42
Pre cleaning of floor and final clean before completion of project.					
18. HEPA Vacuuming - Detailed - (PER SF)	1,440.00 SF	0.00	0.64	0.00	921.60
19. Apply plant-based anti-microbial agent to more than the walls and ceiling	1,440.00 SF	0.00	0.27	3.82	392.62
20. Apply odor counteractant - liquid spray	1,440.00 SF	0.00	0.25	0.76	360.76
21. Seal floor or ceiling joist system (shellac)	400.00 SF	0.00	1.46	8.69	592.69
22. Seal stud wall for odor control (shellac)	640.00 SF	0.00	1.09	11.87	709.47
23. Protect - Cover with plastic	300.00 SF	0.00	0.32	1.75	97.75
Covering of windows to prevent over spray during the encapsulation process.					
Totals: Kitchen				39.01	7,863.45



Rainbow Restoration

Rainbow Restoration
 2305 Commerce Center Dr Unit D
 Rockville, Va 23146
 804-639-0230

Dining Room

Height: 8'



1,887.22 SF Walls	2,000.00 SF Ceiling
3,887.22 SF Walls & Ceiling	2,000.00 SF Floor
222.22 SY Flooring	235.08 LF Floor Perimeter
240.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor		4' 11" X 6' 8"		Opens into CORRIDOR	
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
24. Clean window unit (per side) 10 - 20 SF	4.00 EA	0.00	16.59	0.00	66.36
25. Clean door (per side)	1.00 EA	0.00	7.91	0.01	7.92
26. Clean door hardware	1.00 EA	0.00	7.32	0.01	7.33
27. Clean the walls and ceiling	3,887.22 SF	0.00	0.54	2.06	2,101.16
28. Clean more than the floor	4,000.00 SF	0.00	0.54	2.12	2,162.12
Pre cleaning of floor and final clean before completion of project.					
29. Apply odor counteractant - liquid spray	5,887.22 SF	0.00	0.25	3.12	1,474.93
30. Clean trim - wood	1.00 LF	0.00	0.39	0.00	0.39
31. Clean door / window opening (per side)	4.00 EA	0.00	14.32	0.01	57.29
32. Clean outlet or switch	20.00 EA	0.00	3.82	0.01	76.41
33. Clean window stool & apron	12.00 LF	0.00	0.96	0.01	11.53
34. Clean chandelier	2.00 EA	0.00	47.69	0.01	95.39
35. Clean light fixture	10.00 EA	0.00	11.67	0.03	116.73
Totals: Dining Room				7.39	6,177.56
Total: Main Level				46.40	14,718.26
Line Item Totals: JMU_EAST_DINING_HALL				64.22	16,545.32



Rainbow Restoration

Rainbow Restoration
2305 Commerce Center Dr Unit D
Rockville, Va 23146
804-639-0230

Grand Total Areas:

3,758.44	SF Walls	3,036.22	SF Ceiling	6,794.67	SF Walls and Ceiling
3,036.22	SF Floor	337.36	SY Flooring	468.17	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	478.00	LF Ceil. Perimeter
3,036.22	Floor Area	3,176.89	Total Area	3,758.44	Interior Wall Area
3,276.00	Exterior Wall Area	364.00	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



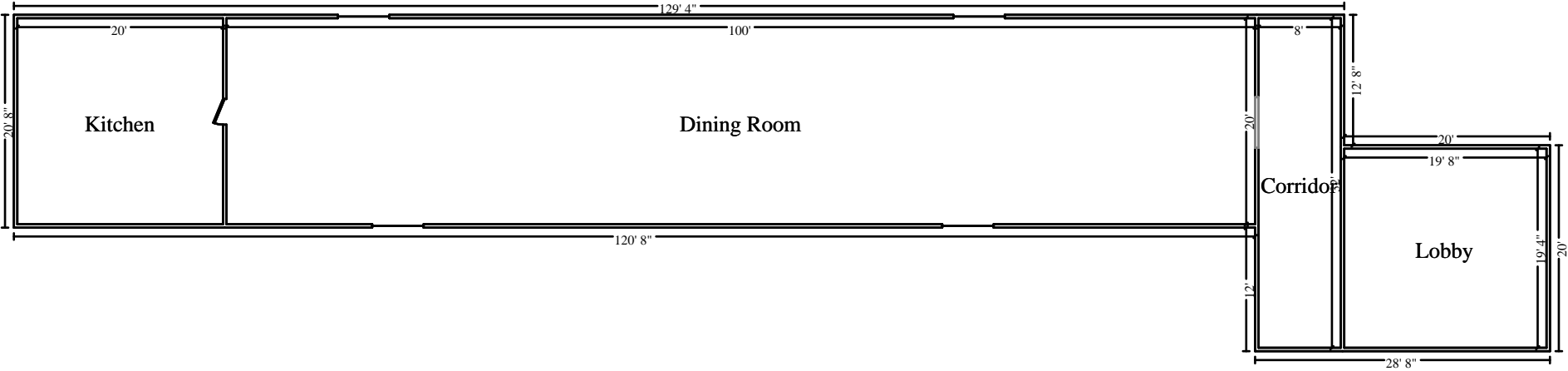
Rainbow Restoration

Rainbow Restoration
2305 Commerce Center Dr Unit D
Rockville, Va 23146
804-639-0230

Summary for Dwelling

Line Item Total	16,481.10
Material Sales Tax	64.22
Replacement Cost Value	\$16,545.32
Net Claim	\$16,545.32

Garrett Norvelle



Commercial Schedule of Rates

Personnel Labor Rates:

These rates apply to the classification of personnel performing services engaged to fulfill the terms of the contract, whether regular full-time employees of RAINBOW Restoration, temporary hires employed directly by RAINBOW Restoration, or personnel secured through subcontracted labor. Rates stated below are for standard hours per person per hour unless otherwise noted. *All amounts stated below are based upon United States dollars as currency.*

HOURLY RATE SCHEDULE

Note: Management Fee applies to each customer employee on project (if customer wishes to use its own employees) plus Supervisor's hourly rate. Customer is responsible for payroll, taxes, workers' compensation, and benefits for each customer employees on project.

A. <u>CLASSIFICATION - Management</u>	<u>HOURLY RATES</u>		<u>HOURLY RATES</u>
Assistant Project Manager (APM)	\$75.00	Project Administrative/Clerk of the Works (PAA)	\$58.00
Biohazard, Trauma, Forensic Supervisor (BTFS)	\$85.00	Project Coordinator (PC)	\$130.00
Electronic Restoration Supervisor (ERSUP)	\$82.00	Project Consultant (PCS)	\$168.00
Health & Safety Officer (HSO)	\$90.00	Project Manager (PM)	\$105.00
Project Accountant / Auditor (PA)	\$100.00	Restoration Supervisor (RS)	\$73.00
<u>CLASSIFICATION - Restoration</u>	<u>HOURLY RATES</u>		<u>HOURLY RATES</u>
Biohazard, Trauma, Forensic Technician (BTFT)	\$71.50	General Labor (GL)	\$48.00
Carpenter (CR)	\$78.00	HVAC Technician (HVAC)	\$135.00
Certified Mold Technician (CRT)	\$67.00	Mobilization Support (MS)	\$52.00
Dehumidification Technician (DT)	\$70.00	Painter (PT)	\$65.00
Drywall Installer/Finisher (DRY)	\$73.00	Plumber (PLM)	\$175.00
Electronic Restoration Technician (ERT)	\$68.00	Resource Coordinator (RC)	\$54.00
Electrician (EL)	\$125.00	Restoration Technician (RT)	\$60.75
Equipment Operator (EO)	\$75.00	Skilled Labor (SL)	\$56.50
Equipment Operator / CDL (ECDL)	\$65.00	Trade Foremen (TF)	\$80.00

LABOR CONSIDERATIONS AND PROVISIONS:

- A. The scheduled rates and provisions in the HOURLY RATE SCHEDULE, take into account RAINBOW Restoration standard wage rates and overtime compensation practices paid to project workers. To the extent the work under a particular contract is subject to federal, state or local prevailing wage laws, Davis-Bacon Wages Act, minimum wage or minimum hour laws, collective bargaining agreements or labor shortage, which would modify RAINBOW Restoration standard rates and practices, RAINBOW Restoration will have the option to make adjustments in the hourly rates and other provisions stated above or invoice all wages at cost plus 30% on any and all of the classifications listed above.
- B. The guideline for labor calculations are as follows: All hours worked between 8:00am and 4:00pm Monday through Friday will be calculated at straight-time rates. All hours worked between 4:00pm and 8:00am Monday through Friday and all hours worked between 4:00pm Friday through 12am Saturday will be calculated at (1.5) times the hourly rate. All hours worked on Sunday 12:00am through Monday at 8:00am will be calculated at (2) times the hourly rate. Please note: In some state's payroll laws require after 8 hours overtime and over 12 hours double-time. In this instance, the state regulations will be followed.
- C. All holidays recognized by RAINBOW Restoration will be billed at (2) times the normal billing rates. Recognized holidays are New Years, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas. If applicable federal state, or local law requires recognition of holidays other than those recognized by RAINBOW Restoration, those additional holidays will be billed at (2) times the normal billing rate.

Commercial Schedule of Rates

- D. RAINBOW Restoration response personnel who are placed on stand-by by the CUSTOMER, either on site or at an offsite location, who remain dedicated exclusively to the CUSTOMER, will be billed at full rates for a minimum of eight (6) hours per day. Full per diem rates will also be billed for all personnel placed on stand-by.
- E. Travel time for personnel shall be charged portal to portal to the contract at the scheduled rates. Project Consultants will be billed at 1/2 their rate.
- F. RAINBOW Restoration reserves the right to mobilize one or more qualified safety officers to any emergency response project to oversee site safety. The quantity of safety officers mobilized to a project will be dependent on the scope of work to be performed and the necessity for safety personnel in each work location or zone. Safety officers will remain on site and work with response personnel for the duration of the project or until is mutually agreed upon by RAINBOW Restoration and authorized CUSTOMER Representatives that these services are no longer required.
- G. Under certain circumstances, RAINBOW Restoration may need to engage additional personnel in the categories listed above. If the cost for these personnel exceeds 70% of our listed price, RAINBOW Restoration will charge the cost plus 30%.

Commercial Schedule of Rates

EQUIPMENT RATE SCHEDULE

Scheduled Equipment Rental Rates

The following rates are applicable for equipment listed, whether supplied from inventory, purchased for Project, or supplied by a third party.

Equipment Description	Unit	Daily	Equipment Description	Unit	Daily
Accounting Package (Computer, Printer, Etc.)	EA	\$45.00	Particle Counter	EA	\$ 225.00
Air Compressor (pancake)	EA	\$35.00	PPE – Hard Hat and Eye Protection	EA	\$25.00
Air Compressor Accessories	EA	\$10.50	Pump, Sump (2" or less Electric)	EA	\$ 43.00
Barricade Fencing (One Time Charge)	FT	\$0.65	Pump, Sump (3" Electric)	EA	\$ 148.00
Blower (Gas Powered)	EA	\$ 25.00	Pump, Trash (2"- 4" Gas)	EA	\$ 154.00
Cart (Tilt, Flat, dolly, or wheelbarrow)	EA	\$ 28.50	Pump, Discharge Hose 50' (2"- 4")	EA	\$34.00
Chainsaw	EA	\$ 35.00	Radio, 2 way – Job site comm.	EA	\$ 24.00
Electrical Distribution Panel (Spider Box)	EA	\$ 45.00	Respirator Protection (Half/Full Face) No Filter	EA	\$ 33.00
Electrical Distribution Cable (up to 50')	EA	\$42.00	Respirator Protection (PAPR/SCBA)	EA	\$ 85.00
Electrical Female Pig Tail Lead (From panel to Spider Box)	EA	\$10.25	Saw - Kett (Includes Blades)	EA	\$ 48.00
Electrical Cam Lock Cable 50'	EA	\$22.00	Scaffolding - Baker's (Per Section)	EA	\$ 27.00
Electrical Extension Cord, 12-14 GA. 50'	EA	\$4.75	Skid Steer (500-1,500LB)	EA	\$400.00
Extraction Unit - Truck Mounted (Per 8-Hour Shift)	EA	\$550.00	Sprayer, Pump - Electric	EA	\$ 17.00
Extraction Unit – Portable	EA	\$225.00	Tools - Large (ex. Broom, shovel, mop, scraper)	EA	\$4.25
Floor Buffer	EA	\$ 68.00	Trailer - Flatbed, Cargo, Dump - Up to 35'	EA	\$ 150.00
Floor Cleaner / Stripper / Burnisher (Walk Behind)	EA	\$ 245.00	Trailer - Semi (45'- 53')	EA	\$195.00
Forklift – Up to 8,000 LBS	EA	\$685.00	Trailer - Command Center	EA	\$ 475.00
Eye Wash Station	EA	\$ 25.00	Trailer - Fuel (refueling trailer)	EA	\$ 375.00
Fall Protection (harness w/lanyard and lifeline, excludes pulley)	EA	\$ 30.00	Trash Can	EA	\$ 7.00
Flex Duct (Includes T's and Y's)	FT	\$1.00	Truck - (Box Truck) Up to 26'	EA	\$ 165.00
Fogger, Thermal (Gas Powered)	EA	\$ 95.00	Truck - (Semi) Tractor only	EA	\$ 311.00
Fogger, ULV / Thermal (Electric)	EA	\$ 25.00	Transportation Bus	EA	\$ 500.00
Four Gas Meter	EA	\$ 79.50	Vacuum, Anti-Static	EA	\$ 105.00
Fuel Transfer Tank - Up To 100 Gallon	EA	\$ 85.00	Vacuum, HEPA	EA	\$ 80.00
Gang Box (Misc. Power Tools)	EA	\$ 65.00	Vacuum, Wet/Dry	EA	\$ 25.00
Generator (less than 10 KW)	EA	\$ 125.00	Van, Cargo/Passenger	EA	\$ 125.00
Generator 20 KW	EA	\$ 370.00	Vehicle, Truck/Car	EA	\$ 95.00
Generator 35 KW	EA	\$415.00	Vapor Shark (odor cartridge extra)	EA	\$72.00
Generator 40 KW	EA	\$460.00	Washer, Pressure - Electric (Cold) 1,000 PSI	EA	\$ 95.00
Generator 60 KW	EA	\$565.00	Washer, Pressure - Gas (Cold) Up to 3,500 PSI	EA	\$135.00
Generator 70 KW	EA	\$595.00	Washer, Pressure (Hot) Up to 3,000 PSI	EA	\$ 195.00
Generator 80 KW	EA	\$665.00	Zip Wall Extension Pole	EA	\$11.00
Generator 125 KW	EA	\$760.00	Drying Equipment Description	Unit	Daily
Generator 150 KW	EA	\$878.00	Air Mover	EA	\$ 28.00
Generator 175 KW	EA	\$950.00	Axial Fan	EA	\$ 35.00
Generator 230 KW	EA	\$1,235.00	Air Mover, Wall Injection	EA	\$ 28.00
Generator 350 KW	EA	\$1,750.00	Injection Drying Machine/Manifold	EA	\$ 145.00
Ground Fault Interrupter (GFI)	EA	\$ 4.75	Air Blower, Industrial High CFM	EA	\$ 85.00
HEPA Filtration Unit / Air Scrubber - Large	EA	\$ 175.00	Refrigerant Dehumidifier - LGR	EA	\$145.00
HEPA Filtration Unit / Air Scrubber - Small	EA	\$ 155.00	Desiccant DH Unit - 325 CFM	EA	\$325.00
HVAC Diesel Duct Cleaning Truck	EA	\$ 450.00	Desiccant DH Unit - 750 CFM	EA	\$ 425.00
HVAC Cleaning System (Portable)	EA	\$ 255.00	Desiccant DH Unit - 1000-2000 CFM	EA	\$955.00
HVAC Video Inspection System	EA	\$ 255.00	Desiccant DH Unit - 2000-3500 CFM	EA	\$1,345.00
Hydroxyl Deodorization Machine	EA	\$ 200.00	Desiccant DH Unit - 4000-5000 CFM	EA	\$ 1,460.00
Ladder (Less than 12')	EA	\$9.00	Desiccant DH Unit - 5200-6000 CFM	EA	\$1,630.00
Ladder (Greater or Equal to 12')	EA	\$ 12.00	Desiccant DH Unit - 9000-10000 CFM	EA	\$ 2,380.00
Light, Demo / Drop / Stand / String	EA	\$ 25.00	Desiccant DH Unit - 12000 CFM	EA	\$ 2,850.00
Manometer, Recording Differential Pressure	EA	\$75.00	Desiccant DH Unit - 15000 CFM	EA	\$ 3,850.00
Moisture Survey - IR Camera	EA	\$ 155.00	DX Unit 1-2 ton	EA	\$ 225.00
Moisture Survey - Moisture Meter	EA	\$ 25.00	DX Unit 5 ton	EA	\$450.00
Onsite transportation	EA	\$ 65.00	DX Unit 10 ton	EA	\$825.00
Ozone Generator	EA	\$ 120.00	DX Unit 20 ton	EA	\$ 1,029.00
Generator Leads - Per lineal foot per day	DA	\$1.00	DX Unit 25 ton	EA	\$1,650.00
Generator – 4/0 Cable System (up to 75' of cable)	DA	\$395.00	Desiccant Accessories (Includes up to 150' flex duct. excludes lay flat.	DA	\$285.00
Generator Maintenance 2/ 3 day run time	DA	\$500.00	Heater - 10-15 KW (Electric)	EA	\$92.00
			Heater - 30 KW (Electric)	EA	\$160.00
			Heater - Torpedo, Propane/Kerosene - Portable	EA	\$75.00

Equipment Rental Considerations:**UNSCHEDULED RENTAL EQUIPMENT**

For equipment not listed and that is rented for the project by RAINBOW Restoration the rate invoiced to the CUSTOMER will be the rate charged to RAINBOW Restoration plus 20%.

A. UNSCHEDULED PURCHASED EQUIPMENT

For such unscheduled equipment that must be purchased specifically for performance of the work, Customer shall pay the cost for purchase such equipment plus 20%. At conclusion of project, all equipment purchased shall be the property of customer

B. SCHEDULED RENTAL EQUIPMENT

In certain circumstances where RAINBOW Restoration may need to rent equipment listed on the EQUIPMENT RATE SCHEDULE; the scheduled rates will apply. RAINBOW Restoration reserves the right to charge CUSTOMER the direct rental cost invoiced to RAINBOW Restoration for scheduled equipment plus 20% in place of the scheduled rates.

C. SUPPLIED SMALL TOOLS CHARGE

Because of the cost to RAINBOW Restoration to track; Customer shall pay RAINBOW Restoration a small tool charge for use of these items in the amount of three percent (3%) of total labor billings. Small tool items (Examples such as buckets, hammers, pry bars, staple guns, small hand tools, etc.) that are not a part of the above schedule but that are a necessary part of any project.

D. DAILY RENTAL RATES – EQUIPMENT

Daily Rental Rate charges start from the first date placed and each calendar day thereafter that equipment is utilized on a project, whether a partial day or complete day. Scheduled prices do not include fuel; fuel will be billed at cost plus 20%

E. WEEKLY RENTAL RATES - EQUIPMENT

Equipment (Dehumidifiers, Air Scrubbers, HEPA Vacuums, Air Movers, and Vehicles) will be calculated at (5) billable days equals (1) week - (20) billable days equals (1) month. Consumables associated with specified equipment will be billed separately (i.e., filters, fuel, etc.).

F. SAFETY EQUIPMENT PACKAGES

(Personal Protection Equipment - PPE, Personal Fall Protection - PFP, and Personal Respiratory Protection - PRP) are inclusive of the reusable components of each package as well as any training, medical, or certification expenses related to their use. They do not include the disposable items within the Scheduled Consumables list.

Commercial Schedule of Rates

CONSUMABLE RATE SCHEDULE

SCHEDULED CONSUMABLES (CHEMICALS AND MATERIALS)

The following rates are applicable for all materials listed, whether supplied from inventory, purchased for Project, or supplied by a third party.

Consumables Chemical Description	Unit	Rate	Material Description	Unit	Rate
Alcohol, Isopropyl 70%	GAL	\$65.24	Dust Mask – N95	EA	\$ 3.73
Carpet, Cleaner - Prespray	GAL	\$ 60.35	Ducting, 20" Lay flat	LF	\$ 1.50
Carpet, Defoamer	GAL	\$ 52.70	Ducting, 18" Lay flat	LF	\$ 1.25
Carpet, Deodorizer	GAL	\$ 58.67	Ducting, 14" Lay flat	LF	\$ 1.10
Cleaner, Glass RTU	GAL	\$ 17.21	Ducting, 10" Lay flat	LF	\$ 0.79
Cleaner, Glass Spray	EA	\$ 10.85	Filter, Micro Cloth Filter for HEPA Vacuum	EA	\$ 51.27
Degreaser - Unsmoke	GAL	\$ 45.65	Filter, HEPA for HEPA Vacuum	EA	\$ 357.23
Deodorizing Block	EA	\$ 7.87	Filter, HEPA Vacuum collection bag	EA	\$ 5.77
Deodorizing Gel	EA	\$ 69.28	Filter, Rolled Material	SF	\$ 3.53
Deodorizing Liquid	GAL	\$ 66.15	Filter, Pleated for Neg Air Machine	EA	\$ 21.87
Deodorizing Odor Crystals	GAL	\$ 84.44	Filter, Pre-Filter for Neg Air Machine	EA	\$3.61
Disinfectant / Biocide - Botanical	GAL	\$ 69.24	Filter, Charcoal for Neg Air Machine	EA	\$ 29.69
Disinfectant / Bleach	GAL	\$ 8.93	Filter, HEPA for Neg Air Machine	EA	\$ 321.40
Floor Stripper	GAL	\$ 69.28	Filter, Pleated for Phoenix 200	EA	\$ 12.70
Floor Wax	GAL	\$ 80.11	Filter, Pleated for Phoenix 300	EA	\$ 16.24
Remover - Adhesive	GAL	\$ 88.10	Furniture Blankets	EA	\$ 27.06
Remover - Mastic (Odorless)	GAL	\$ 34.62	Furniture Blocks - Foam	EA	\$0.12
Thermo Fog	GAL	\$ 129.90	Gloves, Cut Resistant	PR	\$ 15.71
Furniture Polish	EA	\$ 10.87	Gloves, Surgical Nitrile	BX	\$ 20.40
Preserver - Light	GAL	\$ 49.15	Gloves, Work	PR	\$ 4.78
Long Term Preserver - Heavy	GAL	\$ 61.05	Inventory Tags – 3 Part (Adhesive or Wire)	EA	\$0.25
Stainless Steel Cleaner	EA	\$ 15.98	Mop Heads - Microfiber	EA	\$ 14.95
Sealant - Encapsulant, Asbestos	GAL	\$ 71.87	Pads, Floor Buffer - Round	EA	\$ 10.85
Sealant - Encapsulant, Duct	GAL	\$ 84.44	Pads, Floor Buffer - Rectangle	EA	\$ 32.35
Sealant - Encapsulant, Odor	GAL	\$ 64.80	Plastic Sheeting (20' x 100') 6 mil	RL	\$ 201.18
Sealant - Encapsulant, Antifungal	GAL	\$ 125.57	Plastic Sheeting (20' x 100') 4 mil	RL	\$ 129.91
Spray Adhesive	EA	\$ 19.55	Plastic Sheeting (20' x 100') - 6 mil FR	RL	\$ 279.93
HVAC	Unit	Rate	Painters Plastic (.31 mil) 12x400	RL	\$ 47.63
Cleaner, HVAC Coil	GAL	\$ 64.41	Respirator Cartridge P100	EA	\$ 21.54
Lock Tight / Air Lock (grey)	1/2 GAL	\$ 44.92	Rubber Boots - Pair	EA	\$32.21
Pre - Filter for HVAC Negative Air Machine	EA	\$ 27.93	Scrub pads 6 X 9 (Scouring Pad)	EA	\$ 2.69
Cube (Secondary) Filter for HVAC Negative Air Machine	EA	\$ 68.20	Sponges, Soot Removal (Medium)	EA	\$ 3.97
18" x 18" Precut Sheet Metal	EA	\$ 31.67	Spray Bottle w/ Trigger	EA	\$ 4.69
Material Description	Unit	Rate	Sticky Walk-Off Mats 24" x 36" (30 Pads)	EA	\$ 27.20
Bags, Trash – Contractor 42 Gal	RL	\$ 39.29	Tape, Asbestos (Danger)	RL	\$ 25.85
Bags, Trash Environmental - 6ml	RL	\$ 164.24	Tape, Caution	RL	\$ 17.99
Bags, Glove 44" x 60"	EA	\$ 15.33	Tape, Duct (Teal) 3"	RL	\$ 17.27
Bags, Glove 60" x 72"	EA	\$ 24.82	Tape, Duct (Grey) 3"	RL	\$ 12.76
Bags, Gloves 66 x 84"	EA	\$44.85	Tape, Double Sided (Containment)	RL	\$ 34.64
Brown Paper 3'x144' 30lb.	RL	\$ 81.56	Tape, Blue / painters (3")	RL	\$ 13.87
Box, Book / Freeze Dry	EA	\$6.39	Tape, HVAC (Aluminum)	RL	\$ 31.11
Box, Dish Pack	EA	\$ 12.61	Tape, Box (Clear)	RL	\$ 12.11
Box, Picture	EA	\$ 19.60	Tape, Box (Brown) Reinforced	RL	\$ 18.98
Box, Wardrobe	EA	\$43.67	Tarps	SF	\$ 0.32
Carpet Shield 36" x 200'	RL	\$ 132.90	Tyvek Suits - General / Mold	EA	\$ 6.91
Floor Protectant, Ram Board 38x100	RL	\$ 118.57	Tyvek Suits - Chemical / Forensic	EA	\$ 16.96
Paper, Corrugated	RL	\$ 141.73	Wipes, Cotton Cloth	LB	\$ 4.84
Brush, Wire	EA	\$ 4.55	Wipes, Terry Cloths	LB	\$ 5.22
Brush, grout	EA	\$ 2.31	Wipes, Lint Free / Anti-Static	BX	\$ 57.14
Brush, Long Handle / Scrub	EA	\$ 11.58	Wrap, Bubble / Anti-Static (3/16") 24"x300	RL	\$ 112.86
Disposable Decontamination Chamber, Single/Dual Room	EA	\$ 193.33	Wrap, Bubble / Anti-Static (1/2") 24"x100'	RL	\$ 99.37
Disposable Decontamination Chamber, Three Room	EA	\$412.35	Wrap, Shrink (80-Guage) 18"x1500'	RL	\$42.85
			Zipers - Containment	EA	\$13.75

Consumables and Materials Considerations:

- A. Any scheduled consumables purchased locally where the unit price exceeds 80% of the rate, the item will be invoiced at documented cost-plus Rainbow Restoration's 20%.
- B. All prices for chemicals or materials on the schedules are for items shipped to the site from inventory or directly from third parties or purchased locally.
- C. In the event RAINBOW Restoration cannot obtain any of the chemicals or materials listed above through normal channels and the cost that chemical or material from a third party exceeds the rate referenced in this schedule, then the rate for any such chemical or material shall be RAINBOW Restoration cost plus 20%.
- D. During performance of the work RAINBOW Restoration may add additional consumables to the Rate Schedule.
- E. For consumables not listed in the CONSUMABLE RATE SCHEDULE that are purchased for the project by RAINBOW Restoration, the rate invoiced to the CUSTOMER will be the rate charged to RAINBOW Restoration plus 20%. For consumables listed in the CONSUMABLE RATE SCHEDULE that exceed our listed price, RAINBOW Restoration will charge the purchase price plus 20%.

Expenses / Reimbursable:**A. SUBCONTRACT / SPECIALTY WORK**

If a specific need for a particular trade or service, which RAINBOW Restoration does not provide or is unable to provide, for the project, the amount invoiced will be billed at cost plus 20%.

B. TRAVEL, LODGING AND PER DIEM

RAINBOW Restoration shall be compensated for costs incurred for travel, lodging and per diem costs ("Incidental Costs") for all workers assigned to the project.

- Standard per diem rates \$45 per person/per day or subject to local GSA rates, whichever is higher, plus 20%. Per Diem will be charged for all traveling personnel in the itemized Scheduled Labor Classification. RAINBOW Restoration charges this daily rate whether the per diem is paid directly to the person, is charged to RAINBOW Restoration as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, per diem will be prorated accordingly.
- Lodging will be charged in accordance with the published GSA lodging allowance in effect at the time of the stay (<https://www.gsa.gov/travel/plan-book/per-diem-rates/>), plus 20%. As is the case with the Federal Travel Regulations. RAINBOW Restoration charges the daily rate whether the cost incurred is paid directly to the person, is charged to RAINBOW Restoration as a separate charge, or is included with other compensation considerations. For multiple jobs on a single day, lodging will be prorated accordingly.

Commercial Schedule of Rates

- additional "Incidental Costs" will be billed at actual cost plus 20%.
- Per Diem reimbursement is subject to certain limitations regarding deductibility governed by the Internal Revenue Service, Code of 1986, Section 274(n)(1). Please consult your tax advisor on the appropriate treatment of these costs on your project as it is our policy that any deductibility limitation for income tax purposes is the responsibility of the customer.

C. FREIGHT / TRANSPORTATION FEES

RAINBOW Restoration shall be compensated for costs incurred for the transportation of equipment and materials to the site of work and for the transportation back of equipment and any remaining supplies and materials, upon completion of the work. All such costs shall be billed at actual cost 20% mark-up thereon.

D. TAXES AND PERMITS

The rates contained in this schedule are exclusive of federal, state, and local sales or use taxes (" Taxes ") and any applicable federal, state, or local approval, consent, permit, license and/or order fees (" Fees ") incidental to performance of the work. RAINBOW Restoration shall be reimbursed upon completion of the work. All such costs shall be billed at actual cost plus 20% for all such Taxes and Fees incurred with respect to the project.

E. STATE OF EMERGENCY RESOURCE COORDINATION

During a declared State of Emergency (including natural disasters such as hurricanes, tornadoes, floods, etc.), whether pending or existing, RAINBOW Restoration may allocate and bill its costs associated with coordinating, resource allocation and resource management in response to the emergency event. In no event will the amount billed to a project exceed 7.5% of the amount billed for all labor, equipment, and consumables for that project.

F. BACKGROUND CHECKS / TESTING

RAINBOW Restoration shall be reimbursed the cost for any background investigation required of RAINBOW Restoration employees or RAINBOW Restoration subcontractors beyond the background investigation routinely conducted by RAINBOW Restoration. Additionally, RAINBOW Restoration shall be reimbursed the cost for any drug testing of RAINBOW Restoration employees or RAINBOW Restoration subcontractors required to be conducted prior to the commencement of a project.

G. RIGHT TO CHANGE RATES

Rainbow reserves the right to change the unit rate of scheduled consumables affected by market conditions.

H. INSPECTION/MEETING REQUEST

If a meeting or inspection is requested by the client that involves travel, RAINBOW Restoration will bill for travel expenses at documented cost plus 20%; all other labor, materials, consumables, and equipment will be invoiced according to the schedule of rates.

Commercial Schedule of Rates

GENERAL CONDITIONS

- A. The rates contained in this Schedule do not include any federal, state, and local sales or use taxes or any applicable federal, state, or local approvals, consents, permits, licenses, and orders incident to performance of the work. Customers shall pay for all such items as incurred by RAINBOW Restoration based on the actual cost incurred for such items in addition to other charges.
- B. All amounts payable to RAINBOW Restoration pursuant to this Rate Schedule shall be subject to the addition of sales, use, value added or other similar taxes to the law of the jurisdiction where the services, equipment or materials are provided may require.
- C. All costs of currency exchange, if any, shall be borne by Customer. Any conversion rate necessary shall be made at the time the cost is incurred or when payment is due, at Rainbow Restoration's sole option, in accordance with the rate quoted by the Wall Street Journal, New York edition, or its successor.
- D. For CAT considerations, a 5% fee of the total labor will be added to each invoice. This fee will cover indirect costs that must be allocated to each job in a CAT. This includes examples of CAT management, warehousing, and admin support, etc.

BILLING AND PAYMENT

Invoices generated in accordance with the RAINBOW Restoration Rate and Materials Schedule will be submitted periodically for work that has been performed. As such, all invoices are due and payable upon receipt and will be considered late 30 days after receipt of the invoice. If there any disputed charges on any invoice these should be clearly identified in writing within 30 days. Undisputed charges are due immediately and an additional 30 days will be allowed to resolve disputed charges. Interest charges will begin to accrue after 30 days for undisputed charges and after 60 days for the disputed charges at the rate of: 1) 1.5% per month or the maximum allowable by law, or 2) as specified in the terms and conditions of the applicable service contract. Applicable collection Attorney fees will be charged for any services required as a result of delayed payment.

Client has agreed and accepted on this _____ day of _____, 20_____.

Client Signature	Provider Signature
Printed Name	
Street Address	Rainbow Restoration of Upstate SC
City, State, and Zip	



The Commonwealth of Virginia's Total Procurement Solution For Buyers and Sellers

Commonwealth of Virginia, Department of General Services, P. O. Box 562, Richmond, VA 23218

Billing Inquiries Phone: (866) 289-7367

Billing Inquiries eMail: eVACustomerCare@dgs.virginia.gov

Customer	Account #	Invoice#	Date	Payment Due Date
FISCHER RESTORATION, LLC	VS0000207093	EVA2870034	11/18/2022	12/18/2022

BILL TO: FISCHER RESTORATION, LLC
AARON FISCHER
2305 COMMERCE CENTER DRIVE STE D
ROCKVILLE, VA 23146

Invoice Summary

INVOICE NUMBER:	EVA2870034	ACCOUNT BALANCE FROM PRIOR INVOICE NUMBER:	\$23.29
INVOICE DATE:	11/18/2022	TOTAL PAYMENTS RECEIVED:	\$0.00
ACCOUNT NUMBER:	VS0000207093	TOTAL ADJUSTMENTS TO PREVIOUSLY INVOICED FEES:	\$0.00
PAYMENT DUE DATE:	12/18/2022	TOTAL NEW FEES:	\$132.07
		CURRENT ACCOUNT BALANCE	\$155.36

IMPORTANT NOTICE

BILLING PERIOD: 09/01/2022 Thru 10/26/2022

PAYMENTS: Payments Received After 10/26/2022 Will Be Reflected On Your Next Invoice.

PAYMENT COUPONS: To reduce errors and ensure accurate and timely posting of your payment to your account you must return the invoice payment coupon with your payment.

TO MAKE ONLINE PAYMENTS, View your ACCT BALANCE FROM PRIOR INVOICE, Obtain a Detailed Listing of eVA Purchase Orders Or any Order Transaction Fees associated with this invoice, Create an Account Reconciliation report, or view payments, go to WWW.EVA.VIRGINIA.GOV and select "Pay eVA Invoice" located below the black bar at the top of the page.

Follow the prompts by entering your account number and any invoice number (past or present) to access your account.

The payment prompt is next to the balance due. VISA & MASTERCARD ACCEPTED.

DO NOT SEND BILLING RELATED ISSUES IN THE MAIL. Please email eVACustomerCare@dgs.virginia.gov.

Go to www.eVA.Virginia.Gov Click On **"RESOURCES"**, and select **"eVA BILLING"**

**** Find Information On eVA Fees ****

**** Learn More About How Your Organization is Affected By The Change in Billing And Collections Responsibility ****

**** Other Billing and Payment Information ****

Detach and Return Coupon With Check or Money Order

ACCOUNT NUMBER: VS0000207093
INVOICE NUMBER: EVA2870034
INVOICE DATE: 11/18/2022

PAYMENT DUE DATE: 12/18/2022

PAYMENT DUE: \$155.36

AMOUNT PAID:

FISCHER RESTORATION, LLC
AARON FISCHER
2305 COMMERCE CENTER DRIVE
STE D
ROCKVILLE, VA 23146

Remit Payment And Make Checks Payable To:

Treasurer, Commonwealth of Virginia

DGS Fiscal Services

P.O. Box 562

Richmond, Virginia 23218

Please reference your Account Number and Invoice Number on payment.



PAYMENTS RECEIVED

Description	Check or Other Reference #	Date Posted	Payment Amount
TOTAL PAYMENTS RECEIVED:			

ADJUSTMENTS TO PREVIOUSLY INVOICED FEES

Description	Name	Date	Purchase Order #	Amount	Code	Fee
TOTAL ADJUSTMENTS TO PREVIOUSLY INVOICED FEES:						

NEW FEES

Description	Name	Date	Purchase Order #	Amount	Code	Fee
TRANSACTION FEE	James Madison University	09/08/2022	EP3534784	\$4,978.31	28	\$49.78
TRANSACTION FEE	James Madison University	10/04/2022	EP3547266	\$1,356.12	27	\$13.56
TRANSACTION FEE	University of Virginia	10/13/2022	A207_PO-0029532	\$6,872.76	27	\$68.73
TOTAL NEW FEES:						\$132.07

ACCOUNT BALANCE FROM PRIOR INVOICE NUMBER:	\$23.29
TOTAL PAYMENTS RECEIVED:	\$0.00
TOTAL ADJUSTMENTS TO PREVIOUSLY INVOICED FEES:	\$0.00
TOTAL NEW FEES:	\$132.07
CURRENT ACCOUNT BALANCE:	\$155.36



<http://www.virginia.gov>

Directory Listing

MWAA last
updated on
JAN 19,
2023 04:16
AM EST

Certification Type

NIGP

NAICS

City

ZIP Code

Business Category

All

contains

Fischer Restoration



Match found 1

Sort by: SWaM cert

Show entries: 5

Export

Applied Filters

Reset filters



Fischer Restoration

DBA: Rainbow International Restoration

Tillie Graham

2305 Commerce Center Dr., STE D

Rockville, VA 23146

Phone: (804) 639-0230

Fax: (804) 675-4360

tillie.graham@rainbowva.com

(mailto:tillie.graham@rainbowva.com)

rainbowintl.com (<http://rainbowintl.com>)

Certification Number: 824062

SWaM Certification Type:

Small Start Date: 09-20-2022

SWaM Expiration Date: 09-20-2027

NIGP Code and Description:

91024

Fire and/or Water Damage
Restoration Services

Pcard: Y

Business Category: Construction

2022 Goochland County Business License

LICENSE #: 10238

Name: FISCHER RESTORATION LLC

Trade Name: RAINBOW INTERNATIONAL OF RICHMOND,
FREDERICKSBURG, CHARLOTTESVILLE & STAUNTON

Mailing Address: 2305 COMMERCE CENTER DR #D ROCKVILLE VA 23146

Phone: 804-639-0230

Business Location: 2305 COMMERCE CENTER DR #D ROCKVILLE VA 23146

I Thank you for complying with the requirements for obtaining a Goochland County business license. The above document is your license, which should be conspicuously displayed at your place of business. If you have any questions or concerns about your business license, Call (804) 556-5807 or visit the Office of the Commissioner of the Revenue in Suite 220 of the Administration Building, 1800 Sandy Hook Rd, Goochland VA from 8:30 am to 5 pm weekdays. Please note that the Commissioner of the Revenue reserves the right to revoke any license upon subsequent finding that one or more Goochland County ordinances or any applicable statutes have been violated, pursuant to Goochland County Code

issued
other
Chapter 8.

Budgett Cunningham

Commissioner of the Revenue Validation Signature



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

0428085928

27009068813

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS RBC

FISCHER RESTORATION LLC
RAINBOW INTERNATIONAL
2305 COMMERCE CENTER DR
UNIT D
ROCKVILLE, VA 23146



DPOR

Shirley B. Jordan
DPOR Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

Certified Firm

2023

be it known that:

RAINBOW INTERNATIONAL OF THE VALLEY

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

Carey Vermeulen
Chairman of the Board of Directors

222307

Company #
12/31/2023
Valid Through



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

Certified Firm

2023

be it known that:

RAINBOW INTERNATIONAL OF RICHMOND, VA

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

Carly Vermeulen
Chairman of the Board of Directors

120389

Company #
12/31/2023
Valid Through



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

Certified Firm

2023

be it known that:

**RAINBOW INTERNATIONAL OF
CHARLOTTESVILLE**

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

Carey Vermeulen
Chairman of the Board of Directors

184040

Company #
12/31/2023
Valid Through



IICRC®

Institute of Inspection Cleaning
and Restoration Certification

Certified Firm

2023

be it known that:

RAINBOW INTERNATIONAL OF FREDERICKSBURG

is registered with the IICRC and has pledged to maintain an awareness of and knowledge about the IICRC's published standards relevant to the Certified Firm's operations; will seek and promote educational training for technicians to enhance proficiency; provide service that results in elevated levels of customer satisfaction; be prompt; conduct business with honesty, integrity and fairness; build consumer confidence in the industry; and, promote good relations with affiliate industries.

Carey Vermeulen
Chairman of the Board of Directors

223247

Company #

12/31/2023

Valid Through



Request for Proposal

RFP# DKM-1173

Fire and Water Damage Cleanup Services

January 19, 2023



REQUEST FOR PROPOSAL

RFP# DKM-1173

Issue Date: January 19, 2023
Title: Fire and Water Damage Cleanup Services
Issuing Agency: Commonwealth of Virginia
James Madison University
Procurement Services MSC 5720
752 Ott Street, Wine Price Building
First Floor, Suite 1023
Harrisonburg, VA 22807

Period of Contract: From Date of Award Through One Year (Renewable)

Sealed Proposals Will Be Received Until 2:00 PM on February 9, 2023 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: Dylan Morris, Buyer Senior, Procurement Services, morrisdk@jmu.edu; 540-568-7003; (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 # DKM-1173

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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 Fire and Water Damage Cleanup 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 (JMU) is a comprehensive public institution in Harrisonburg, Virginia with an enrollment of approximately 22,000 students and approximately 4,000 faculty and staff. There are over 600 individual departments on campus that support seven (7) academic divisions. The University offers over 120 majors, minors, and concentrations. Further information about the University can be found at the following website: www.jmu.edu.

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

This Request for Proposals is for proposals from vendors engaged in Fire and Water damage cleanup and restoration. The resulting contract/contracts will be awarded to vendors based on their qualifications, experience, pricing scenarios, equipment rental fees, and references.

The primary goal of this RFP is to contract with vendors who can respond rapidly to fire and water damage occurrences in order that the clean-up phase of the occurrence can commence. Awarded vendor must be on site within hours with water extraction completed and dehumidification well under way in the 24 to 36 hour range and dehumidification completed in 72 hours with moisture monitoring to follow as quickly as possible so that overall damage can be assessed and repairs can be procured.

EQUIPMENT AND CHEMICAL GUIDELINES (WATER DAMAGE)

Materials and Methods: The Fire and Water Damage Cleaning and Restoration professional is responsible for choosing materials and methods appropriate to the objectives of each specific occurrence and consistent with currently accepted practices.

Suitability: Equipment and chemicals used must be suitable for the task at hand. Such equipment may include, but not be limited to:

- Moisture detectors, hygrometers and other meters measure the extent of moisture saturation.
- Infrared cameras.
- Submersible and gas-powered pumps for continuous pumping of high-level water.
- Truck mounted and portable extraction units perform efficient water removal.
- Drying equipment

- Industrial-grade dehumidifiers
- High-speed air movers
- Deodorization products
- Disinfection products
- Moisture Monitoring Follow-up Equipment
- Microbial Remediation Equipment

GENERAL GUIDELINES (FIRE DAMAGE)

The vendor shall use all industry and professional standards in gathering and testing smoke, protein, and soot residues to determine the appropriate cleaning procedures.

DOCUMENTATION AND REPORT GUIDELINES

At a minimum, the vendor is to present a concise and to-the-point report to the affected client, summarizing the damage to the property and the steps taken to mitigate the damage. This report should be presented to the affected client 48 to 72 hours after the initial clean-up is concluded, and shall include photo documentation. A detailed, itemized invoice breaking down all costs, materials, and work shall be submitted before payment can be made.

In addition, contractor shall schedule site visit with a JMU representative within 48-72 hours after initial cleanup has been completed to insure that the area meets JMU standards/satisfaction.

GENERAL GUIDELINES

- Xactimate pricing is the preferred software for estimating.
- Companies shall be IICRC Certified. (Institute of Inspection Cleaning and Restoration Certification):
- Companies shall have a minimum of one WRT certified technician on every Water Damage Restoration job.
- Companies shall have a minimum of one AMRT certified technician on every Mold Remediation job.
- Companies shall do Background checks on their employees when hired, and yearly after hired.

V. PROPOSAL PREPARATION AND SUBMISSION

A. GENERAL INSTRUCTIONS

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

1. RFP Response: In order to be considered for selection, the **Offeror shall submit a complete response to this RFP**; and shall submit to the issuing Purchasing Agency:
 - a. **One (1) original and two (2) copies** of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.

- b. **One (1) electronic copy in WORD format or searchable PDF** (*CD or flash drive*) of the entire proposal, INCLUDING ALL ATTACHMENTS. Any proprietary information should be clearly marked in accordance with 3.f. below.
- c. Should the proposal contain **proprietary information**, provide **one (1) redacted hard copy** of the proposal and all attachments with **proprietary portions removed or blacked out**. This copy should be clearly marked “*Redacted Copy*” on the front cover. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. JMU shall not be responsible for the Contractor’s failure to exclude proprietary information from this redacted copy.

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

- 2. The version of the solicitation issued by JMU Procurement Services, as amended by an addenda, is the mandatory controlling version of the document. Any modification of, or additions to, the solicitation by the Offeror shall not modify the official version of the solicitation issued by JMU Procurement services unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, JMU reserves the right to decide, on a case-by-case basis in its sole discretion, whether to reject such a proposal. If the modification or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by Procurement Services.

3. Proposal Preparation

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submissions of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals shall be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’s proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret materials submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to James Madison University. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. James Madison University will schedule the time and location of these presentations. Oral presentations are an option of the University and may or may not be conducted. Therefore, proposals should be complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS

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

- 1. Return RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
- 2. Plan and methodology for providing the goods/services as described in Section IV. Statement of Needs of this Request for Proposal.
- 3. A written narrative statement to include, but not be limited to, the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.

4. Offeror Data Sheet, included as *Attachment A* to this RFP.
5. Small Business Subcontracting Plan, included as *Attachment B* to this RFP. Offeror shall provide a Small Business Subcontracting plan which summarizes the planned utilization of Department of Small Business and Supplier Diversity (SBSD)-certified small businesses which include businesses owned by women and minorities, when they have received Department of Small Business and Supplier Diversity (SBSD) small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist.
6. Identify the amount of sales your company had during the last twelve months with each VASCUPP Member Institution. A list of VASCUPP Members can be found at: www.VASCUPP.org.
7. Proposed Cost. See Section X. Pricing Schedule of this Request for Proposal.

VI. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA

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

	<u>Points</u>
1. Quality of products/services offered and suitability for intended purposes	25
2. Qualifications and experience of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to perform the services	30
4. Participation of Small, Women-Owned, & Minority (SWaM) Businesses	10
5. Cost	10
	<u>100</u>

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

qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

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

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

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

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 - E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
 - F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 - G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
 - H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS RFPs: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
 - I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
 - J. PAYMENT:
 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

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

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractors, in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to

insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with § 25 of the Rules Governing Procurement – Chapter 2, Exhibit J, Attachment 1, and 65.2-800 et. Seq. of the Code of Virginia (available for review at <http://www.jmu.edu/procurement>) The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation: Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability: \$100,000
3. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability: \$1,000,000 combined single limit. *(Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)*

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence; \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence; \$6,000,000 aggregate
Absestos Design, Inspection, or Abatement Contractors	\$1,000,000 per occurrence; \$3,000,000 aggregate
Health Care Practitioner [to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.]	\$2,450,000 per occurrence; \$4,250,000 aggregate
Limits increase each July 1 through fiscal year 2031. Contractor shall maintain coverage that meets or exceeds statutory limitations in compliance with the <i>Code of Virginia</i> (https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/) §8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence; \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence; \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence; \$5,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence; \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence; \$1,000,000 aggregate

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$100,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. eVA BUSINESS TO GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected. Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
- Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:
1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a. Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$500 per order.
 - b. Businesses that are not Department of Small Business and Supplier Diversity (SBSD) certified Small Businesses: 1% capped at \$1,500 per order.
 2. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.
 3. The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services approximately 60 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.
- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Commonwealth of Virginia shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. PRICING CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offered prices in U.S. dollars.

- X. E-VERIFY REQUIREMENT OF ANY CONTRACTOR: Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with James Madison University to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to any awarded contract.
- Y. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in training on civility in the State workplace. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VIII. SPECIAL TERMS AND CONDITIONS

- A. AUDIT: The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Commonwealth of Virginia, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. CANCELLATION OF CONTRACT: James Madison University reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation

notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- C. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

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

Name of Purchasing Officer:			

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

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

- D. LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically non responsive and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra university mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.
- E. UNDERSTANDING OF REQUIREMENTS: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that is not understood. The University will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Procurement Services Office. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of offerors proposals. A copy of all queries and the respective response will be provided in the form of an addendum to all offerors who have indicated an interest in responding to this solicitation. Your signature on your Offer certifies that you fully understand all facets of this solicitation. These questions may be sent by Fax to 540/568-7935.
- F. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for a period of four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the

Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- G. SUBMISSION OF INVOICES: All invoices shall be submitted within sixty days of contract term expiration for the initial contract period as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.
- H. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS: Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.
- I. COOPERATIVE PURCHASING / USE OF AGREEMENT BY THIRD PARTIES: It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institutions or any University related foundation and affiliated corporations may access any resulting contract if authorized by the Contractor.

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

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

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

- J. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:

1. It is the goal of the Commonwealth that 42% of its purchases are made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a Department of Small Business and Supplier Diversity (SBSD)-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to SBSD-certified small businesses. This shall not exclude SBSD-certified women-owned and minority-owned businesses when they have received SBSD small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Small Business and Supplier Diversity (SBSD) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the SBSD certification number or FEIN, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
 2. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution with every request for payment, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. **This information shall be submitted to: JMU Office of Procurement Services, SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.** When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the Department of Small Business and Supplier Diversity (SBSD) certification number or FEIN number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution with every request for payment, information on use of subcontractors that are not Department of Small Business and Supplier Diversity (SBSD)-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, FEIN number, total dollar amount subcontracted, and type of product or service provided. **This information shall be submitted to: JMU Office of Procurement Services, Attn: SWAM Subcontracting Compliance, MSC 5720, Harrisonburg, VA 22807.**
- K. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth,

if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- L. PUBLIC POSTING OF COOPERATIVE CONTRACTS: James Madison University maintains a web-based contracts database with a public gateway access. Any resulting cooperative contract/s to this solicitation will be posted to the publicly accessible website. Contents identified as proprietary information will not be made public.
- M. CRIMINAL BACKGROUND CHECKS OF PERSONNEL ASSIGNED BY CONTRACTOR TO PERFORM WORK ON JMU PROPERTY: The Contractor shall obtain criminal background checks on all of their contracted employees who will be assigned to perform services on James Madison University property. The results of the background checks will be directed solely to the Contractor. The Contractor bears responsibility for confirming to the University contract administrator that the background checks have been completed prior to work being performed by their employees or subcontractors. The Contractor shall only assign to work on the University campus those individuals whom it deems qualified and permissible based on the results of completed background checks. Notwithstanding any other provision herein, and to ensure the safety of students, faculty, staff and facilities, James Madison University reserves the right to approve or disapprove any contract employee that will work on JMU property. Disapproval by the University will solely apply to JMU property and should have no bearing on the Contractor's employment of an individual outside of James Madison University.
- N. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- O. ADDITIONAL GOODS AND SERVICES: The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the University at favored nations pricing, terms, and conditions.
- P. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to James Madison University will be used in product literature or advertising without the express written consent of the University. The contractor shall not state in any of its advertising or product literature that James Madison University has purchased or uses any of its products or services, and the contractor shall not include James Madison University in any client list in advertising and promotional materials without the express written consent of the University.
- Q. ELECTRICAL EQUIPMENT STANDARDS: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Occupational Safety

& Health Administration (OSHA). All equipment and material, for which there are OSHA standards, shall bear an appropriate label of approval for use intended from a Nationally Recognized Testing Laboratory (NRTL).

- R. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

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 Contractor shall provide pricing for all products and services included in this proposal. A detailed, itemized break down of all costs, materials, and work shall be submitted. January 2023 pricing shall be used. Xactimate pricing is the preferred software for estimating.

TECHNICIAN	UNIT	COST
Straight Time	1 hour	\$
Overtime	1 hour	\$

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

Specify any associated charge card processing fees, if applicable, to be billed to the university. Vendors shall provide their VISA registration number when indicating charge card processing fees. Any vendor requiring information on VISA registration may refer to

<https://usa.visa.com/support/small-business/regulations-fees.html> and for questions <https://usa.visa.com/dam/VCOM/global/support-legal/documents/merchant-surcharging-qa-for-web.pdf>.

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

5. RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA: Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the [CODE OF VIRGINIA](#), SECTION 2.2-3100 – 3131?

[] YES [] NO

IF YES, EXPLAIN: _____

ATTACHMENT B

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

Offeror Name: _____ **Preparer Name:** _____

Date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

If yes, certification number: _____ Certification date: _____

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

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

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

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

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

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

RETURN OF THIS PAGE IS REQUIRED

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

Procurement Name and Number: _____

Date Form Completed: _____

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

Offeror / Proposer: _____

Firm

Address

Contact Person/No.

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

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

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT C



COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract No. _____

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

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

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

PERIOD OF PERFORMANCE: From _____ through _____

The contract documents shall consist of:

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

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

Title: _____

Title: _____

ATTACHMENT D

Zone Map



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

List of member institutions by zones

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