

July 22, 2021

Joseph Blanks Roof Systems of VA Inc. 501 Jefferson Davis Hwy. Richmond, VA 23224

RE: Contract #: 6924365SP-03 Renewal No.: Contract Extension

Dear Joseph Blanks,

Your firm's contract with Virginia Commonwealth University (VCU) for <u>Roofing Repair Services</u> expires on <u>8/14/2021</u>. VCU intends to extend this contract for the period of August 15, 2021 through November 14, 2021, after which the contract shall terminate.

Your signature constitutes your firm's acceptance of this extension, to include the optional-use language requirement provision below.

#### **OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources.

- X Pricing remains the same as the previous contract period.
- X By signing and submitting this contract extension letter, Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to <u>thall2@vcu.edu</u>. If you have any questions, please contact me at (804) 828-3409.

Sincerely, Teresa Hall, VCA, VCO, CUPO, VCCO Senior Buyer Procurement Services 912 W. Grace Street, 5<sup>th</sup> Floor Richmond, VA 23284

804 828-1077 Fax: 804 828-7837 www.vcu.edu/procurement

#### **RESPONSE:**

LNC PMS D Name of Firm Signature R Name Printed Title Date



August 5, 2020

Joseph Blanks Roof Systems of VA Inc. 501 Jefferson Davis Hwy, Richmond, VA 23224

RE: Contract #: 6924365SP-03 Renewal No.: Four of Four available

Dear Mr. Blanks,

Your firm's contract with Virginia Commonwealth University (VCU) for **<u>Roofing Repair Services</u>** expires on <u>8/14/2020</u>. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 6924365SP-03.

Services shall be provided for renewal period: 8/15/2020 through 8/14/2021.

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

#### **OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.

Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at <u>thall2@vcu.edu</u>. If you have any questions, please contact me at (804) 828-3409.

Sincerely, Teresa L. Hall, VCA, VCO, CUPO, VCCO Senior Buyer Procurement Services 912 W. Grace Street, 5<sup>th</sup> Floor Richmond, VA 23284

804 828-1077 Fax: 804 828-7837 www.vcu.edu/procurement

#### **RESPONSE:**

1 LAC 1.stems or inic DOT Name of Firm Signature Un. Sm Name Printed residen Title 20 Date



August 1, 2019

Joseph Blanks Roof Systems of VA Inc. 501 Jefferson Davis Hwy. Richmond, VA 23224

RE: Contract #: 6924365SP-03 Renewal No.: Three of Four available

Dear Mr. Blanks,

Your firm's contract with Virginia Commonwealth University (VCU) for **Roofing Repair Services** expires on <u>8/14/2019</u>. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 6924365SP-03.

Services shall be provided for renewal period: 8/15/2019 through 8/14/2020.

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

#### **OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.



Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at <u>thall2@vcu.edu</u>. If you have any questions, please contact me at (804) 828-3409.

Sincerely,

Teresa L. Hall, VCO, CUPO, VCCO Senior Buyer Procurement Services 912 W. Grace Street, 5th Floor Richmond, VA 23284

804 828-1077 Fax: 804 828-7837 www.vcu.edu/procurement

#### **RESPONSE:**

# Roof Systems of VA, Inc.

Signature

Joseph W Blanks, Jr Name Printed

**Executive Vice President** 

Title

08-05-2019

Date

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	Richmond, VA 23298											

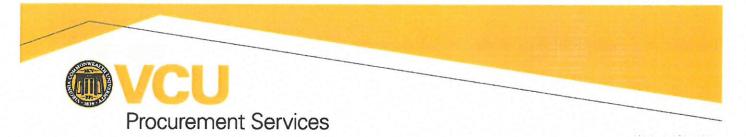
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JFGLENDE

#### ROOFSYS-02



July 16, 2018

Joseph Blanks Roof Systems of VA Inc. 501 Jefferson Davis Hwy. Richmond, VA 23224 Procurement Services 912 W. Grace Street, 5th Floor Richmond, VA 23284

804 828-1077 Fax: 804 828-7837 www.vcu.edu/procurement

RE: Contract #: 6924365SP-03 Renewal No.: Two of Four available

Dear Mr. Blanks,

Your firm's contract with Virginia Commonwealth University (VCU) for <u>Roofing Repair Services</u> expires on <u>8/14/2018</u>. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract 6924365SP-03.

Services shall be provided for renewal period: 8/15/2018 through 8/14/2019.

Your signature constitutes your firm's acceptance of this renewal, to include the optional-use language requirement provision below.

#### **OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities on a purchase order issued against this contract do not represent a purchase commitment by VCU.



Pricing remains the same as the previous contract period.

Attached is the revised pricing in accordance with the contract terms.

\_By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at <u>thall2@vcu.edu</u>. If you have any questions, please contact me at (804) 828-3409.

Sincerely, Teresa L. Hall, VCA, VCO Senior Buyer

#### **RESPONSE:**

Roof Systems OF UA, Inc. Name of Fire Signature Blanks Jr. Name Pr

Uta Messdent Title <u>116/18</u> Date





July 7, 2017

Roof Systems of VA Inc. 501 Jefferson Davis Hwy. Richmond, VA 23224

RE: Contract #: Renewal No.:

6924365SP-03 1 of 4

Dear Joseph Blanks,

Your firm's contract with Virginia Commonwealth University (VCU) for <u>Roofing Repair Services</u> expires on <u>8/14/2017</u>. VCU intends to exercise the renewal of this contract in accordance with the terms and conditions of contract no. 6924365SP-03.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement.

#### **OPTIONAL USE CONTRACT:**

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Any estimates/quantities identified on a purchase order issued against this contract do not represent a purchase commitment by VCU. Services shall be provided in accordance with the contract for renewal period: <u>8/15/2017</u> through <u>8/14/2018</u>.

- X Pricing remains the same as the previous contract period.
- Attached is the revised pricing in accordance with the contract terms.
- X By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a <u>new</u> Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me no later than Friday, July 14, 2017. Your response may be emailed (<u>caprice@vcu.edu</u>). If you have any questions, please contact me at (804) 828-0160.

Sincerely,

Cheryl A. Price

Cheryl A. Price, MBA, C.P.M., CUPO Senior Buyer

#### **Procurement Services**

912 W. Grace Street Richmond, Virginia 23284

804 828-1077 Fax: 804 828-7837

#### **RESPONSE:**

Roof Systems of VA, Inc.

Name of Firm

Signature

Joseph W. Blanks, Jr. Name Printed

Executive Vice President

Title

July 11, 2017 Date

#### COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

#### Contract Number: 6924365SP-03

This contract entered into on <u>8/11/16</u> by Roof Systems of Virginia Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth 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:

**PERIOD OF THE PERFORMANCE**: From <u>August 15, 2016</u> through <u>August 14, 2017</u> with four (4) successive one (1) year renewal options.

**SCOPE OF CONTRACT:** The Contractor shall provide the goods/services for Roofing Repair Term Contract Services to the Purchasing Agency as set forth in the Contract Documents.

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposals # 6924365SP dated May 6, 2016 including Addendum #1 dated 5/18/16.
- (3) The Contractor's Proposal dated 6/1/16; and
- (4) The Negotiated Modification dated 8/10/16.

All of which documents are incorporated herein by reference.

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

#### CONTRACTOR:

Roof Systems of Virginia Inc.	Namo	
By: Malanta	Name Printed:	Joseph W. Blanks, Jr.
Date: 8/11/2016	Title:	Vice President

**PURCHASING AGENCY:** 

Virginia Commonwealth University

		Name	
By:	Diender Mellen	Printed:	Brenda Mowen
Date:	8-12-16	Title:	Director of Procurement Services

#### VIRGINIA COMMONWEALTH UNIVERSITY NEGOTIATION MODIFCATION SUMMARY

#### RFP #6924365SP- Roofing Repair Term Contract DATE: August 10, 2016

#### BUYER Steven Pulis, Category Manager, Construction, A/E and Facilities

ALL formal procurements involving negotiation will be summarized into a single document. This document shall specify the final outcome when negotiations have concluded and final agreements have been made.

All emails, records of phone calls, conference discussions and any other communication method used to conduct negotiations shall be saved as part of the supporting documentation for the formal procurement, but only the summary will be submitted with the contract documents being presented for signature.

#### **SUMMARY OF NEGOTIATIONS:**

· 190

Offeror: Roof Systems of Virginia Inc.

- No Exceptions to the Terms and Conditions of the RFP.
- Gest an Final offer:

Pricing Schedule: Fully Burdened Labor Rates to include wages, overhead, administrative costs, travel, and all other costs including profit) :		Regular (7:30am to 4:30PM) Hourly Rate		Overtime (after 4:30PM)/Weekends/Holiday Hourly Rates	
Foreman	\$	65.00	\$	90.00	
Roofer	\$	52.00	\$	75.00	
Helper	\$	35.00	\$	50.00	

Total Contract Estimated Amount: \$50,000.00 (Contract amount is an estimate not a guarantee of work)



## VCU

## **REQUEST FOR PROPOSALS**

## RFP# 6924365SP

## **ROOFING REPAIR TERM CONTRACT**

## Table of Contents

Ι.	Request for Proposals	Pages 3 – 41
П.	Pricing Schedule	Page 40
III.	Experience & Qualifications 3 (a.)	Pages 42 - 44
IV.	Resumes 3 (b.)	Pages 45 – 47
V.	Contractors' License 3 (c.) – 1	Page 48
VI.	SCC eFile (Documentation) 3 (c.) – 2	Page 49
VII.	eVA Registration 3 (c.) – 3	Page 50
VIII.	Manufacturer Certifications – 3 (c.) – 5	Pages 51 – 57
IX.	Bonding Letter – 3 (c.) – 7	Page 58
Х.	SWaM Certification – 5 (a.)	Page 59
XI.	Addendum I	Pages 60 - 61
XII.	Appendix I	Pages 62 – 63
XIII.	Appendix II	Pages 64 – 65
XIV.	Certificate of Insurance	Pages 66 – 67



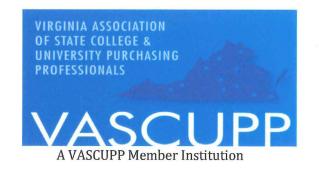
# **Request for Proposals**

### RFP #: 6924365SP

## RFP Title: ROOFING REPAIR TERM CONTRACT

Date: May 6, 2016

Due Date: June 1, 2016 at 2:00pm



#### **REQUEST FOR PROPOSALS RFP# 6924365SP**

Issue Date:

Title:

Issuing and Using Agency:

ROOFING REPAIR TERM CONTRACT

Virginia Commonwealth University Attention: Steven Pulis 912 West Grace Street, 5th Floor P.O. Box 980327 Richmond, Virginia 23298-0327

Period of Contract: One (1) year with Four (4) successive one-year renewal options.

Proposals for furnishing the services described herein will be received until 2:00 p.m. EST on June 1 2016.

All inquiries for information should be sent via email to Steven Pulis, Category Manager for Construction, A/E and Facilities, at spulis@vcu.edu.

This solicitation and any addenda are posted on the eVa website at: <u>http://www.eva.virginia.gov</u>.

May 6, 2016

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

**IF PROPOSALS ARE HAND-DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER SERVICE, DELIVER TO:** VIRGINIA COMMONWEALTH UNIVERSITY, DEPARTMENT OF PROCUREMENT SERVICES, 912 W **GRACE ST., 5th FLOOR, RICHMOND, VA 23284.** IF PROPOSALS ARE SENT VIA US MAIL (NOT RECOMMENDED), SEND DIRECTLY TO VIRGINIA COMMONWEALTH UNIVERSITY, PROPOSAL PROCESS DEPARTMENT, POB 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University Purchasing. Any Work Relative To This Solicitation Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University. **Signature below constitutes acknowledgement of all information contained through links referenced herein**.

#### NAME AND ADDRESS OF FIRM:

Roof Systems of VA, Inc.		Date:	June 1, 2016
501 Jefferson Davis Highwa	ay	By (Signature In Ink):	MB lindas
Richmond, VA Zip C	ode 23224	Name Typed:	Joseph W. Blanks, Jr.
E-Mail Address: jblanks	@roofsys.com	Title:	Vice President
Telephone: (804) 231-2875		Fax Number: ( 804 )	231-6326
Toll free, if available		Toll free, if available	
DUNS NO.:	80-452-7166	FEI/FIN NO.:	54-1663081
REGISTERED WITH eVA:	(X) YES ( ) NO	SMALL BUSINESS:	(X) YES ( ) NO
VIRGINIA DSBSD CERTIFIED:	( ) YES ( ) NO	MINORITY-OWNED:	( ) YES (X) NO
DSBSD CERTIFICATION #:	650326	_WOMEN-OWNED:	( ) YES (X) NO

A Pre-Proposal Conference will be held. See Section V. herein.

THIS SOLICITATION CONTAINS 36 PAGES.

## Table of Contents

I.	PURPOSE
II.	OPTIONAL USE CONTRACT:
III.	THE UNIVERSITY:
IV.	REPORTING AND DELIVERY REQUIREMENTS
V.	PRE-PROPOSAL CONFERENCE:
VI.	STATEMENT OF NEED:
VII.	PROPOSAL PREPARATION AND SUBMISSION REQUOREMENTS14
VIII.	ORAL PRESENTATION
IX.	EVALUATION AND AWARD CRITERIA18
X.	GENERAL TERMS AND CONDITIONS:
XI.	SPECIAL TERMS AND CONDITIONS
XII.	ADDITIONAL TERMS AND CONDITIONS: NON-CAPITAL OUTLAY CONSTRUCTION PROJECTS23
XIII.	METHOD OF PAYMENT
XIV.	PRICING SCHEDULE
XV.	APPENDICES

#### I. PURPOSE:

The Purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to establish requirements contracts through competitive negotiations for the Virginia Commonwealth University (VCU) Physical Plant Division (PPD) to provide roofing repair services for both the VCU Monroe Park Campus and the Medical College of Virginia (MCV) Campus on an "as needed basis". VCU is an agency of the Commonwealth of Virginia. VCU may award multiple contracts as a result of this solicitation.

**Term:** The initial contract term shall be for one year, and the contract may be renewed for four (4) additional one (1) year renewal options. Contract Start Date: July 1, 2016.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement, at the contractor's discretion. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) <u>if authorized by the contractor</u>.

Additional information on cooperative procurement is available at: <u>http://documents.procurement.vcu.edu/purchasing/pdf\_docs/forms/RFP\_Website\_Link\_Cooperative\_Procurement.pdf</u>

#### II. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor(s) and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

#### III. THE UNIVERSITY:

Information is available at: <a href="http://documents.procurement.vcu.edu/purchasing/pdf">http://documents.procurement.vcu.edu/purchasing/pdf</a> docs/forms/RFP Website Link The University.pdf

#### IV. REPORTING AND DELIVERY REQUIREMENTS:

Information is available at: http://documents.procurement.vcu.edu/purchasing/pdf docs/forms/RFP Website Link Reporting De livery Requirements.pdf

#### V. PRE-PROPOSAL CONFERENCE:

**OPTIONAL PRE-PROPOSAL CONFERENCE:** An optional pre-proposal conference will be held at **1:00 PM EST on Wednesday, May 18, 2016** in the Procurement Services Conference Room located at 912 West Grace St, Richmond, Virginia 23284. The purpose of the conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Note – Offerors should submit questions in advance (via email) to <u>spulis@vcu.edu</u> prior to the date of the conference. Please submit all questions for conference by noon on May 16, 2016.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

#### VI. STATEMENT OF NEED:

Please note that in all cases within this RFP the words "must" and "shall" indicate a mandatory requirement. The word "should" indicates an item or service that is strongly desired by the University, but is not a mandatory requirement.

A. The primary reason that VCU is awarding the contract(s) for roofing repairs is for critical restoration due to natural or man-made disasters when major design or renovations are not required but immediate service is needed to contain damage and make necessary repairs to the impacted sections of the roof. Since time is of the essence during a disaster situation, the Contractor should be able to respond to the need for emergency repairs or clean up as the result of but not limited to hurricane, tornado, heavy rainstorm, wind, flood, or fire within a reasonable amount of time. When VCU has an emergency roof repair requirement, the Contractor shall provide the services to the University on a first priority basis by responding immediately ahead of all other customers.
 \*Roof Systems of VA, Inc., has over 100 trained employees, all capable and willing to

\*Roof Systems of VA, Inc., has over 100 trained employees, all capable and willing to respond in the event of an emergency.\*

B. The Contractor should also perform preventive maintenance and other repairs, as directed by PPD.
 \*Roof Systems of VA, Inc., routinely provides annual inspections for various customers and will do so for VCU PPD when requested.\*

C. The Contractor should furnish all labor and materials, supervision, equipment, services, tools, transportation and all other items necessary for, and incidental to, provide services for repair and modification of roofs for the Virginia Commonwealth University (VCU) Physical Plant Division (PPD).

\*Roof Systems of VA, Inc., is a full service contractor and has been working with VCU PPD (Dannie Taylor) for over six years as a repair contractor.\*

- D. All equipment, materials, and repair work shall comply the Virginia OSHA Standards and the Virginia Uniform Statewide Building code. All repairs, replacements, and modifications should be completed per industry standards.
   \*Roof Systems of VA, Inc., is a Class A contractor with an in-house safety program that follows OSHA and Virginia Building Code requirements.\*
- E. The contract shall be a requirements type with the majority of the work for repairs of existing roofs. Most of the roofing jobs are for small portions of an existing roof to correct isolated damage areas with some larger repair projects. Infrequently at the sole discretion of VCU PPD, the Contractor may be required to reroof a whole building.
   \*Roof Systems of VA, Inc., has a service department that specifically focuses on repairs. Our operations department is specifically used for larger projects.\*
- F. Contractor should procure all permits and licenses and pay all charges and fees in conjunction with the work and shall give all notices, necessary for and incidental to, lawful completion of the work.

\*Roof Systems of VA, Inc.'s contract administrator will handle all permits and warranties on a per project basis.\*

- G. The Contractor shall be required to utilize the same material surface(s) as in the existing building architectural and structural elements, envelopes and roofing in order to maintain aesthetics and preserve the historical nature of the area(s). VCU will approve all roofing materials for each project prior to the Notice to Proceed (NTP).
   \*Roof Systems of VA, Inc., agrees as written.\*
- H. <u>Types of VCU Building Structures that the Contractor Should Repair</u>:
  - Residential
  - Commercial
  - Mixed Historical

\*Roof Systems of VA, Inc., agrees as written.\*

- I. <u>Types of Roofing Systems Currently at VCU that the Contractor Should Repair</u>:
  - BUR (Built-Up Roof)
  - MB (Modified Bitumen)
  - TPO (Thermoplastic Polyolefin)
  - EPDM SPM
  - Metal Roofing
  - Slate tiles
  - Spanish Barrel Tile
  - Shingles
  - Boncote (thermoplastic heat wield)

\*Roof Systems of VA, Inc., agrees as written.\*

#### J. <u>General Work Description Types</u>

Services for general repair to include, but are not limited to, the following:

- 1. Repair or replace roofs of all types (asbestos abatement not included)
- 2. Install, repair, re-point and tuck exterior masonry
- 3. Supply general labor clean-up or moving materials pertaining to the roofing work
- 4. Repair of exterior wooden elements in conjunction with the roofing services
- \*1) Roof Systems of VA, Inc., agrees as written.\*
- \*2) Roof Systems of VA, Inc., does not do this type of work but will help coordinate a subcontractor. That scope of work should be subcontracted to a brick mason/waterproofing company.\*
- \*3) Roof Systems of VA, Inc., agrees as written.\*
- \*4) Roof Systems of VA, Inc., does not do this type of work but will help coordinate a subcontractor. That scope of work should be subcontracted to a carpenter/framer if it involves trim, molding, cornice, etc.\*
- K. <u>Roofing Services Process Requirements</u>
  - 1. The Contractor shall examine carefully the site of the work to verify all existing conditions. In the event the Contractor discovers any apparent error, discrepancy, or omission to the roof survey provided by VCU PPD as a result of the site investigation, the Contractor should immediately notify VCU Physical Plant Department.

\*Roof Systems of VA, Inc., will inspect all sites when a roof survey is provided by VCU PPD and report any discrepancies of the survey to the VCU PPD.\*

2. Provide repair or fix proposal on a layout or picture of the repair area to include a listing of all materials and equipment required plus the total cost for VCU PPD review and approval in writing prior to the NTP. Depending on the requirements of a specific project, VCU PPD may request more detailed drawings or designs.

\*Roof Systems of VA, Inc., will write a detailed proposal based on the survey and inspection.\*

3. The same type, grade and quality of materials shall be used for the repairs to match the materials in the existing roof structure. VCU PPD must approve all materials and equipment in writing prior to the start of the work.

\*Roof Systems of VA, Inc., will furnish and install compatible materials.\*

4. On a daily basis either in the morning or on the previous day, the Contractor shall notify VCU Physical Plant, Department of Roofing of the intent to perform scheduled work under the Contract. The notification must be made before proceeding with any repair or modification of roofs.

\*Roof Systems of VA, Inc.'s foreman will notify VCU PPD any site specific work to be performed prior to proceeding with the work.\*

5. At the end of each workday, the Contractor should submit to a designated representative of VCU Physical Plant, Department of Roofing for sign-off a detailed log of hours worked including hours worked by any Subcontractor(s) and any materials or equipment rentals used.

\* Roof Systems of VA, Inc.'s time sheets and daily work logs will be maintained by service foreman and job superintendents.\*

6. The Contractor must provide change orders with a complete description of the work, materials and the contract price to VCU Physical Plant, Roofing Department for review and approval in writing prior to proceeding with the work.

\*Change orders, if necessary, will be submitted for approval prior to proceeding with the additional work.\*

7. The Contractor must provide VCU PPD with all warranties before final completion. \*Roof Sytems of VA, Inc., will provide the manufacturers warranties upon completion of the project.\*

L. <u>Roofing Services Workmanship Requirements</u>

1. New roof area is to be of the quality of a new installation; over-patching must be reviewed as part of Quality Control prior to final approval.

\*Roof Systems of VA, Inc., agrees as written.\*

2. All wet insulation and perforated felt should be removed and then cleared from the area for either patched or newly installed product.

\*Roof Systems of VA, Inc., agrees as written.\*

3. Roofing shall be done to the materials manufacturer's specifications.

\*Roof Systems of VA, Inc., agrees as written.\*

4. Overnight repair must be sealed tightly from the weather before leaving the work site.

\*Roof Systems of VA, Inc., agrees as written.\*

5. No open section of the roof shall be left open overnight.

\*Roof Systems of VA, Inc., agrees as written.\*

6. Newly installed or repaired areas are to be as tightly sealed from the weather as possible or tarp covered.

\*Roof Systems of VA, Inc., agrees as written.\*

7. Temporary seal shall be allowed to make sure the deck and membrane seal tightly between old and new materials.

\*Roof Systems of VA, Inc., agrees as written.\*

8. Any loose materials must be secured tightly against wind and weather.

\*Roof Systems of VA, Inc., agrees as written.\*

9. Test for deck condition.

\*Roof Systems of VA, Inc., agrees as written.\*

10. Felt weight must be approved prior to installation.

\*Roof Systems of VA, Inc., agrees as written.\*

11. Type of nails and size must be approved prior to installation.

\*Roof Systems of VA, Inc., agrees as written.\*

12. All color(s) for ancillary painting must be approved by VCU PPD.

#### \*Roof Systems of VA, Inc., agrees as written.\*

- 13. Any ancillary painting shall be completed according to the paint manufacturer's specifications and carry the manufacturer's warranty.
- \*N/A not related to roofing repairs.\*
- 14. All ancillary wood work repair, replacement, or installation to be reviewed and approved by the PPD Roofing Shop Supervisor.
- \*N/A not related to roofing repairs.\*
- 15. Any problems that occur during a roofing project should be reported to VCU PPD immediately.

\*Roof Systems of VA, Inc., agrees as written.\*

16. At the conclusion of the work, VCU and the Contractor shall complete a final walkthrough to identify any outstanding items for a punch list that shall include the number of days allowed to complete the punch list items. Both parties shall sign the punch list. Final payment shall not be processed until all punch list items are completed.

#### \*Roof Systems of VA, Inc., agrees as written.\*

17. The Contractor shall keep all gutters, drains, catch basins, etc. clear and open to prevent flooding or overflow, and shall remove each day debris before quitting time. The area shall be kept "broom clean".

#### \*Roof Systems of VA, Inc., agrees as written.\*

18. Inconvenience to General Public and Property Owners: All work shall be done in such a manner as to cause as little inconvenience as possible to the general public and property owners. All equipment and resulting material shall be placed along the route of the work so as not to inconvenience vehicular and pedestrian traffic. The Contractor shall provide adequate means to safely direct traffic past the point of construction and all other points that are affected by the work at all times. No closures shall be allowed unless specifically coordinated and approved. Access to property shall be maintained, and any time where there is a loss of access, the Contractor shall coordinate with VCU Department of Physical Plant. No payment will be made for the maintenance of traffic.

#### \*Roof Systems of VA, Inc., agrees as written.\*

- M. <u>General Work Requirements</u>:
  - 1. VCU reserves the right to purchase materials separate from the contract at its own discretion. Costs related to obtaining materials and/or rental of special equipment furnished by Contractor shall be invoiced to VCU based on the Contractor's actual invoiced cost. Copies of receipts may be required with invoices for approval of payment. Contractor shall ensure that the prices for materials and/or rental of special equipment are fair and reasonable.

#### \*Roof Systems of VA, Inc., agrees as written.\*

- 2. The rates for labor shall be based on productive hours at the VCU job site only. Labor hours shall not include time spent for non- productive hours such as travel to and from job site and acquisition of materials. These expenses shall be considered overhead. All labor and material costs including any profit shall be included in the contract square footage and linear feet rates with no additional charges invoiced.
- \*Roof Systems of VA, Inc., agrees as written.\*
- 3. Contractor shall provide and use the current and appropriate tool for the task being performed.

#### \*Roof Systems of VA, Inc., agrees as written.\*

4. No parking is provided. All parking is at the expense of the Contractor. **\*Roof Systems of VA, Inc., agrees as written.\*** 

5. Any project is not considered final until approved by the VCU Contract Administrator or his/her designated representative.

\*Roof Systems of VA, Inc., agrees as written.\*

6. Any and all work performed at VCU shall be under the supervision of at least a Team Leader or Superintendent. This individual shall remain on site any time work is being performed.

\*Roof Systems of VA, Inc., agrees as written.\*

- N. <u>Service Response Time</u>: Due to the patient care and the nature of services provided by VCU Medical Center (a major user of this facility), response to a problem is critical. The Contractor should provide emergency on-site response within **2 hours** following initial notification. Non-emergency on-site response time should be within **48 hours** following initial notification. The Contractor should provide a 24-hour response telephone number for contacting the individual assigned to VCU for emergencies. The Contractor should have staff available to respond 24-hours a day, 7-days a week, including state holidays.
   **\*Roof Systems of VA, Inc., agrees as written.\***
- O. <u>Working hours</u>: While many projects are performed (unless mutually agreed upon by the Contractor and the Contractor Administrator) during the normal business hours, which are 7:30 AM to 4:30 PM, Monday through Friday excluding state and University holidays, work will be scheduled as necessary to limit problems due to project specific circumstances. The working hours for each job will be looked at on a case by case basis. **\*Roof Systems of VA, Inc., agrees as written.\***
- P. <u>Personnel Requirements</u>:
  - 1. Uniforms: Personnel assigned to this contract should wear approved uniforms as provided by the Contractor. Uniforms should bear the Contractor's emblem and the employee's name and should be maintained in a serviceable, neat and clean condition at all times. The Contractor and Contractor personnel should be easily identifiable as Contractor personnel by wearing, at minimum, a company photo ID badge. All Contractor personnel should wear their company photo ID badge in a visible location at all times while on the jobsite.

\*Roof Systems of VA, Inc., agrees as written.\*

2. Identification Cards: All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at http://vcucard.vcu.edu. Contractor's employees must wear their VCU identification when they are on VCU property.

#### \*Roof Systems of VA, Inc., agrees as written.\*

3. Language Proficiency: The project manager assigned to VCU by the Contractor to superintend the work on-site should be fluent in written and spoken English with the ability to effectively communicate with the individuals supervised.

\*Roof Systems of VA, Inc., agrees as written.\*

- Q. <u>Experience and Qualifications</u>:
  - 1. The Contractor must hold an active Class A Contractor's license issued by the Virginia Department of Professional and Occupational Regulation (DPOR) with appropriate specialties to provide the specified services.

#### \*Roof Systems of VA, Inc., complies.\*

- 2. The Contractor should have been in business under the same name providing similar goods/services for a period of not less than five (5) consecutive years. Experience in University and Hospital environments is desired.
- \*Roof Systems of VA, Inc., complies.\*

3. The Contractor must be registered with the Commonwealth of Virginia procurement portal eVA.

\*Roof Systems of VA, Inc., complies.\*

- 4. <u>Roofing Services Field Qualification Requirements</u>:
  - a. The Contractor should have certified roof inspectors on staff preferably by the Roofing Industry Educational Institute (RIEI) as a Certified Quality Assurance Observer or RCI, Inc. as a Registered Roof Observer to inspect the work.

\*N/A\*

- b. The Contractor should be certified by the materials manufacturer to install, train and use the manufacturer's product for a minimum of two (2) years prior to the contract award.
   \*Roof Systems of VA, Inc., complies.\*
- vCU PPD prefers that the Contractor project team leader or superintendent have the field qualification certifications.
   \*Roof Systems of VA, Inc., complies.\*
- R. <u>VCU Physical Plant Contract Responsibilities</u>:
  - 1. VCU PPD will notify the Contractor when the University requires roofing repairs for critical restoration due to natural or man-made disasters or for preventive maintenance and other repairs.

#### \*Roof Systems of VA, Inc., agrees as written.\*

2. VCU has on file aerial roof thermal mapping surveys that can be used to identify problem areas University building roofs. In addition, there is usually visual confirmation of the repair area. VCU PPD will adequately present all available information about the past history of the roof repair project to the Contractor.

\*Roof Systems of VA, Inc., agrees as written.\*

- 3. The VCU Physical Plant will have a full time inspector on the job while the roof is being applied.
- \*Roof Systems of VA, Inc., agrees as written.\*
- 4. VCU Physical Plant will review and approve in writing the work proposal from the Contractor for the repair area to include a listing of all materials and equipment required plus the total cost prior to the NTP.
- \*Roof Systems of VA, Inc., agrees as written.\*
- 5. On a daily basis VCU Physical Plant, Department of Roofing will sign-off on a detailed log provided by the Contractor of hours worked including hours worked by any Subcontractor(s) and any materials or equipment rentals used.

\*Roof Systems of VA, Inc., agrees as written.\*

6. VCU Physical Plant, Roofing Department will review and approve in writing change orders with a complete description of the work, materials and the contract price proposed by the Contractor to authorize proceeding with the work.

#### \*Roof Systems of VA, Inc., agrees as written.\*

- 7. <u>Performance by VCU</u>:
  - VCU / The VCU Project Manager / Contract Administrator (or designee) will:

a. Assign a primary VCU Project Manager / Contract Administrator (or a designee). \*Roof Systems of VA, Inc., agrees as written.\*

- b. Request "Non-Emergency Scheduled Repair / Installation Services" and "Non-Emergency Unscheduled Repair/Installation Services" from the Contractor by:
  - (1) Telephone; and will
  - (2) Issue a written work request (via email, as a pdf document) for each request for service, to the Contractor.

\*Roof Systems of VA, Inc., agrees as written.\*

c. Provide the Contractor's personnel with VCU identification cards.

\*Roof Systems of VA, Inc., agrees as written.\*

d. Give the Contractor access to the building roof to be serviced.

\*Roof Systems of VA, Inc., agrees as written.\*

- e. Monitor the Contractor's performance for Quality Control ("QC") /Quality Assurance ("QA"); and will:
  - (1) Conduct, at VCU's sole discretion, periodic quality control inspections of the Building Roofs by:
    - (i) An independent, third-party consultant selected by VCU; and/or
    - (ii) VCU personnel.

\*Roof Systems of VA, Inc., agrees as written.\*

#### 8. <u>Price / Quote / Invoicing Requirements</u>:

- a. Price:
  - (1) Hourly Rate Requirements the hourly rate(s):
    - (a) For "Time and Material Services" should be in accordance with the "normal business" hourly rate / "overtime" hourly rate as applicable, identified in "ATTACHMENT A," the "PRICE SCHEDULE." subsection:
    - (i) Holiday rates should only apply on VCU Observed holidays.
      (b) Identified in "ATTACHMENT A," the "PRICE SCHEDULE." Shall be
      - inclusive of ALL:
        - (i) Labor;
        - (ii) Supervision;
        - (iii) Equipment, to include:
          - -Test equipment; and
            - -Welding equipment, to include, but not limited to: -Fire extinguishers; -Welding blankets; and
              - -Fire watchers;
        - (iv) Tools / Devices;
        - (v) Transportation;
        - (vi) Travel time / mileage to and from the VCU jobsite;
        - (vii) Time expended for acquiring required goods/services to provide / perform the "Time and Material Services";
        - (viii) Office expenses;
        - (ix) Report preparation; and
        - (x) Printing, etc.

#### Extra charges will not be allowed.

\*Roof Systems of VA, Inc., agrees as written.\*

- (2) Goods / Services Requirements:
  - (a) The Contractor should invoice for all goods / services not included in the hourly rate(s) (refer to Section IV, the "STATEMENT OF NEEDS," at the Contractor's actual invoiced cost; to include, but not limited to:
    - (i) Rental equipment;

- (ii) Materials / Supplies / Incidentals;
- (iii) Repair / Replacement parts; and
- (iv) State / Local (as applicable) permits, etc.

\*Roof Systems of VA, Inc., agrees as written.\*

- (b) Quote Requirements:
  - Upon request from the VCU Project Manager/ Contract
     Administrator (or his/her designee), the Contractor should
     submit written quote that identifies the:
  - (a) Specific "Time and Material Services" to be provided/ performed, to include the:
    - (i) Applicable contract job classification(s);
    - (ii) Day(s) work is to be performed;
    - (iii) Service hours within which work is to be performed;
    - (iv) Applicable contract hourly rate per job classification (refer to "ATTACHMENT A," the "PRICE SCHEDULE.";
    - (v) Total number of hours per job classification;
    - (vi) Equipment (i.e. other than test / welding equipment) price(s);
    - (vii) Rental equipment price, to include the:
       -specific rental equipment to be furnished; and the
       -rental period at the VCU jobsite;
    - (viii) Materials/Supplies/Incidentals prices;
    - (ix) Repair / Replacement part price(s);
    - (x) State / local (as applicable) permits price(s);
    - (xi) Total fixed not-to-exceed price for completing the work, to include all time, parts, repair services, etc., provided/

performed in order to evaluate and determine the project requirements; and the

(xii) Work "start" and "completion" dates / timeframes.

\*Roof Systems of VA, Inc., agrees as written.\*

- (2) The terms and conditions of **RFP #: 6924365SP** should supersede any terms and conditions that may be included with, attached to, or incorporated by reference in, the Contractor's quote for such services.
- Note: If VCU determines that the quoted price is not fair and reasonable, VCU, in its sole discretion, may request the Contractor to reevaluate the price. If the revised price is determined, by VCU in its sole discretion, not to be fair and reasonable, VCU reserves the right to obtain additional quotes from other vendors.

\*Roof Systems of VA, Inc., agrees as written.\*

c. Invoicing Requirements:

The Contractor shall:

- (1) General:
  - (a) Submit a copy of each invoice to the VCU Project Manager / Contract Administrator (or his/her designee).
  - (b) Include, on each invoice, the applicable VCU:
    - (i) "Work Request" number and the
    - (ii) Purchase order number.

(c) Include, with each invoice, the breakdown of the quoted "total-fixednot-to-exceed price" (refer to **Section IV**, the **"STATEMENT OF NEEDS).**"

\*Roof Systems of VA, Inc., agrees as written.\*

- (2) Hourly Rates:
  - (a) Only charge for productive hours at the VCU jobsite.
  - (b) Submit the applicable time sheet(s) with each invoice.
  - (c) In the event:
    - (i) The Contractor is to provide / perform the quoted services, the Contractor is unable to furnish the job classification quoted for the service - invoice VCU based upon the contract hourly rate for the job classification identified in the Contractor's quote (e.g. if the Contractor submitted the quote based upon a "Helper" and must use a "Journey Mechanic" to perform the work because the Contractor did not have a "Helper" available, the Contractor shall invoice VCU at the contract hourly rate for the "Helper" job classification.
    - (ii) Services carry over into another contract period invoice in accordance with the rates in effect at the time services were initiated (e.g. services are initiated during the 2016-2017 contract period, and carry over into the 2018-2019 contract period; the Contractor shall invoice for services provided / performed during the 2016-2017 contract period, at the 2016-2017 contract rates).

\*Roof Systems of VA, Inc., agrees as written.\*

## *Firm shall provide detailed information regarding its proposed invoicing method in response to Section IV.10.c.*

- (3) Goods / Services:
  - (a) Submit the receipts for all such charges to the VCU Project Manager / Contract Administrator (or his/her designee), with the invoice.
  - (4) Prior Authorization:
  - (a) Obtain written authorization to proceed from the VCU Project Manager / Contract Administrator (or his/her designee), prior to providing / performing any "Time and Material Services."
  - (b) Not exceed the total-fixed-not-to-exceed price without prior written approval from the VCU Project Manager / Contract Administrator (or his/her designee).

\*Roof Systems of VA, Inc., agrees as written.\*

Describe other products and/or services provided by your firm that may be utilized by VCU. Explain how the fee schedule would be established for these products / services during the contract term (or submit the fee schedule) and your firm's ability to provide most favored nations pricing. Also, explain how VCU would be notified of newly introduced products/services.

\*N/A, Roof Systems of VA, Inc., only offers Roofing Services.\*

9. VCU Facilities:

At minimum, the Contractor shall:

- 1. Equipment Rooms:
  - a. Maintain each Building Roof in a neat, clean and orderly condition, at no additional cost to VCU.

\*Roof Systems of VA, Inc., agrees as written.\*

2. Clean-Up:

b.

a. Clean-up after providing / performing "Maintenance and Repair Services Building Roofs" - **at no additional cost to VCU.** 

#### \*Roof Systems of VA, Inc., agrees as written.\*

- Clean-up shall include, but not be limited to:
- (1) The proper removal (from VCU) and disposal of all:
- (a) All part containers;
- (b) All shipping crates; and
- (c) Used parts

#### \*Roof Systems of VA, Inc., agrees as written.\*

# Provide information to demonstrate the overall environmental impact of your proposed approach. Include information on your recommendations to reduce the environmental impact and create efficiencies.

\*Roof Systems of VA, Inc., uses Low VOC compliant products in all of our roofing assemblies in order to meet the EPA guidelines and reduce our environmental impact as much as possible. Another method Roof Systems of VA, Inc., uses to reduce environmental impact is by reusing existing insulation that is not wet or damaged. Any insulation that cannot be reused is recycled whenever possible along with PVC and EPDM membranes.\*

#### 3. <u>Criminal Background Check</u>:

The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations.

http://www.hr.vcu.edu/policies/Currentpolicies/CrimConv.pdf) The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees. The investigations shall be conducted by a consumer reporting agency or firm regulated by the Fair Credit Reporting Act (FCRA), and the investigation shall conform in all respects to the requirements of the FCRA. The Contractor shall obtain written permission from the employee authorizing review by VCU of the data obtained from this investigation if the employee is to be considered for placement at the university. The Contractor shall not allow any employees to work on VCU premises without prior written authorization from VCU Human Resources (which shall in most cases be made available within two business days of the request). VCU's decision to deny an employee's placement at the University will be based on the jobrelatedness of any criminal convictions and shall have no bearing on the Contractor's employment of any individual outside of this contract. The Contractor shall provide any adverse action notices required by the FCRA if the individual is not hired because of conviction investigation results. \*Roof Systems of VA, Inc., agrees as written.\*

The background report for any employee the Contractor plans to place at VCU must be submitted to VCU Human Resources, Attn: HR Compliance. Reports must be submitted to VCU HR for review regardless of if the employee has a conviction listed or not. The reports shall be sent to:

<u>By Mail</u>: VCU Human Resources Attn: HR Compliance PO Box 842511 Richmond, VA 23284-2511

By Courier or Hand Delivery: VCU Human Resources Attn: HR Compliance 600 West Franklin Street Richmond, VA 23284-9017

VCU reserves the right to observe the Contractor's personnel, to include the Contractor's personnel providing / performing the "Maintenance and Repairs Services on HVAC Direct Digital Control Systems" and all other assigned personnel at any time, while services are being provided / performed on-site at VCU:.

- (1) If, in the sole opinion of VCU, an employee of the Contractor is determined not to be qualified, competent, or acceptable for any other reason, the Contractor shall not assign that individual for further service at VCU.
  - a. The Contractor's uniform shall identify, in a clearly visible location, **both**:
- (2) The Contractor's company emblem / name; and the
- (3) Name of the employee.

b.

\*Roof Systems of VA, Inc., agrees as written.\*

#### 4. <u>VCU Identification Card</u>:

- a. All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at http://vcucard.vcu.edu/getcard.html#CA. Contractor's employees must wear their VCU identification when they are on VCU property:
  - VCU will provide (at VCU's cost) the Contractor's personnel with a VCU identification card, which will provide the Contractor's personnel with access (as established by VCU) to the buildings / equipment.

#### \*Roof Systems of VA, Inc., agrees as written.\*

- The Contractor shall ensure that all Contractor personnel assigned to this contract display their VCU identification card in a clearly visible location, at all times while on-site at VCU:
  - (1) In the event an individual leaves the employment of the Contractor, the Contractor shall be responsible for:
  - (a) Immediately notifying the VCU Project Manager / Contract Administrator (or his/her designee);
  - (b) Collecting the VCU identification card from the individual(s); and
  - (c) Returning all VCU identification cards to the VCU Project Manager / Contract Administrator (or his/her designee).

\*Roof Systems of VA, Inc., agrees as written.\*

All VCU identification cards must be returned at the end of each twelve (12) Month contract period, **before** VCU will make the final payment to the Contractor for the services rendered. **\*Roof Systems of VA, Inc., agrees as written.\*** 

#### VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

- A. GENERAL REQUIREMENTS:
  - RFP Response: In order to be considered for selection, the Offeror shall submit a complete response to this RFP. One (1) original and five (5) copies of the proposal must be submitted to the issuing Purchasing Agency. In addition, the Offeror shall submit with the ORIGINAL hard copy of the proposal, an unsecured electronic copy of the proposal on a disc (i.e. CD or DVD) EXCLUDING ANY PROPRIETARY INFORMATION: proposals submitted by the Offeror(s) awarded a contract through this solicitation will be posted on the VCU Department of Procurement and Payment website. VCU shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format. No other distribution of the proposal shall be made by the Offeror.
  - 2. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any 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 the Virginia Commonwealth University Purchasing Department 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, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications 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 the Purchasing Department.
  - 3. Proposal Presentation:
    - a) Proposals shall be signed by an authorized representative of the Offeror. *The original proposal must be clearly marked on the outside of the proposal*. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission 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.

All information requested by this Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.

- b) Proposals should 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 an 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 the RFP requirements are specifically addressed.
- d) 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.

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 an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342 F. of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The outside of the proposal must be marked to denote proprietary information is contained in the documents. The written notice must: 1) be submitted as an attachment to the Offeror's proposal; 2) specifically identify the applicable portions of the Offeror's proposal that contains data or materials to be protected (e.g. Tab 4, pages 1 through 3); and 3) state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted, must be identified on the applicable page(s) within the Offeror's proposal, by some distinct method, such as highlighting, underlining, etc. 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.

#### **B. SPECIFIC PROPOSAL REQUIREMENTS:**

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

1. The return of the entire RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

- 2. Provide the proposed plans and approach for providing the products and services as specified in the RFP. Specifically indicate what is included in the offer to provide the roofing services by responding to all Items in Section VI, Statement of Needs, Items A through P and S. In addition, provide information for the Items listed below, but do not necessarily limit information to these Items:
  - a. Utilization of the words "shall" or "must" in Section IV, Statement of Needs, Items A through P and S indicates a mandatory requirement:

Does / Shall your company comply with mandatory requirements as presented in Section VI, Statement of Needs, Items A through P and S?

Yes: X No\_\_\_\_\_

If "NO," identify the specific requirement and the reason for noncompliance.

b. Describe the proposed plans for providing the roofing services including how your company installs the different types of roofing systems offered. \*Roof Systems of VA, Inc., employs over 100 skilled and trained employees all of which have been trained by the various roofing manufacturers that we currently are authorized to install. Should there be a unique situation encountered we can enlist the help of technical representatives from the manufacturers.\*

c. Confirm that the roofing services shall be provided for the agreed upon contract rate(s) that include all costs with materials and rental equipment at the price that your company paid for materials and rental equipment.
Describe your methodology to ensure that materials and equipment rental costs are fair and reasonable.

\*Roof Systems of VA, Inc. will provide roofing services for the agreed upon contract rate(s) that include all costs with materials and rental equipment at the price that our company paid for materials and rental equipment. Roof Systems of VA, Inc., has a long standing relationship with the roofing manufacturers and distributors we do business with. Due to the fact we've been in business for over 20 years, we qualify for best pricing practices from those entities.\*

d. Confirm agreement with providing the roofing services on an "as needed" or requirements basis.
 \*Roof Systems of VA, Inc., agrees with providing the roofing services on an "as needed" or requirement basis.\*

e. What is the proposed response time in an emergency situation? What is the proposed response time for preventative maintenance and other non-emergency repairs?
 \*Roof Systems of VA, Inc., provides emergency repairs to all types of roofing systems and we intend to respond within 1 to 2 hours if an emergency were to arise. Roof Systems of VA, Inc., responds to routine maintenance and non-emergency repairs within 48 hours.

f. Provide an implementation schedule indicating the number of days after the award of the contract before your company can begin providing the roofing services.

\*Roof Systems of VA, Inc., can schedule non-emergency roofing repairs and general maintenance within 24 to 48 hours. Emergency repairs can be scheduled within 1 to 2 hours.\*

- g. Term: Indicate compliance with and ability to perform according to the contract term specified in Section I, Purpose, Page 3.
   \*Roof Systems of VA, Inc. will comply with and are able to perform the contract terms specified in Section I, Purpose, Page3.\*
- h. Does your company accept the terms and conditions as presented in Section VIII, General Terms and Conditions and in Section IX, Special Terms and Conditions; in Section X, Non-Capital Outlay Terms and Conditions; and Section XI, Method of Payment?

Yes: X No\_\_\_\_\_

If "NO," identify the specific term and condition(s) and the reason for noncompliance.

- 3. Experience and Qualifications:
  - a. Describe the firm's qualifications and experience providing the required products and services during the last three (3) years. Information provided should include but is not limited to comparable accounts and the scope of the services. Include information for a minimum of three (3) similar accounts, describing the types of projects and the scope of the services provided. Please include contact information with the name, address, email address and current phone number.
     \*See Attached Experience & Qualifications\* (Pages 42 44)

b. Provide the names, qualifications, and experience of the VCU primary point of contact and supervisory personnel to be assigned to the project. Resumes of staff to be assigned to the project may be used.
 \*Tony Shawn Nunn – Resume Attached\* (Pages 45 – 47)
 \*Raul Dubon – Resume Attached\*
 \*Charles Randy Fralin – Resume Attached \*

- c. Submit information to document the experience and qualifications listed in Section IV, Item Q to include:
  - A copy of your company Class A Contractor's license with the appropriate specialties.
     \*See Attached VA Contractors' License\* (Page 48)
  - Documentation to show the number of years your company has been in business under the same name: \*See Attached SCC eFile Confirmation\* (Page 49)
  - 3. eVA registration \*See Attached eVA Vendor/Customer #\* (Page 50)

- Inspection Certification(s)
   \*N/A Roof Systems of VA, Inc., does not have inspection certifications.\*
- 5. Manufacturer Certification(s)
   \*See Attached Manufacturer Certifications\* (Pages 51 57)
- Does the proposed supervisory personnel carry inspection and/or manufacturer certifications?
   \*Individual employees of Roof Systems of VA Inc. do not carry specific certification by the roofing manufacturers, however Roof Systems of VA, Inc., is certified by virtually all roofing manufacturers.\*
- Does your company have bonding capacity? If so, have your Bonding Company execute a statement of the limits of bonding available and submit the letter with the RFP response.
   \*See Attached Letter Stating Bonding Limits\* (Page 58)
- Proposed Price. Indicate in the Pricing Schedule, Section XII of the RFP.
   \*See Page 40\*
- 5. Small, Women-Owned and Minority-Owned Business commitment for utilization. (See Appendix I.)
  - a) The Offeror must submit complete information unless the Offeror is a DMBE certified small business. DMBE certified small businesses must include their certification number on the coversheet of this RFP, but are not required to complete Appendix I. \*Certified Small Business – See Attached SWaM Certification\* (Page 59)

Page22

#### VIII. ORAL PRESENTATION:

Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available.

Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team.

#### IX. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: Proposals will be evaluated based upon the information provided in the Offeror's proposal using the following criteria:

ТАВ	EVALUATION CRITERIA	NUMBER OF POSSIBLE POINTS
1	Offeror's Qualifications and Experience	30
2	Methodology/Approach to providing the requirements stated herein	25
3	Price	30
4	Offeror's plans to utilize Virginia DSBSD Certified SWaM Businesses in the Offeror's performance of the contract	15
	Total Possible Points	100

Scoring relative to this criterion will be assigned as follows:

- a) The highest percentage commitment shall be scored the maximum number of allocated points. All Virginia Department of Minority Business Enterprise (DMBE) certified small businesses are considered to have a 100% commitment and will receive the maximum number of points.
- b) The commitment percentage for the other Offerors is then divided by the highest Offeror's percentage. The quotient is then multiplied by the points allocated for SWAM utilization to determine the point allocation.

For example: If the point allocation is 15 points, all DMBE certified small businesses would receive 15 points for this criterion. If a non-small firm had a 25% small business subcontracting commitment, that firm would receive 3.75 points. (25 divided by  $100 = .25 \times 15 \text{ points} = 3.75$ ).

B. AWARD OF CONTRACT: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror(s) which, in its opinion, has made the best offer, and shall award the contract to that Offeror(s). The Institution 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 reason why a particular proposal was not deemed to be the most advantageous. (Governing Rules Section 49.D) Should the Institution determine in writing and in its sole discretion that only one Offeror has made the best proposal, 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.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <a href="http://www.eva.virginia.gov">http://www.eva.virginia.gov</a>.

### X. <u>GENERAL TERMS AND CONDITIONS:</u>

NOTE: VCU's General Terms and Conditions, Special Terms and Conditions (see Section X), Special terms and Conditions (Section. XI) and Additional Terms and Conditions: Non-Capital Outlay Construction Projects (see Section XII) shall prevail over any proposed terms submitted by Contractor. Crossing out or otherwise indicating non-conformance to these terms <u>may</u> result in Offeror's proposal being considered non-responsive, at VCU's sole discretion. Offeror must indicate any requested exceptions to any of the terms herein in Appendix V: Exceptions.

The General Terms and Conditions can be viewed at:

http://documents.procurement.vcu.edu/purchasing/pdf\_docs/forms/General-Terms-and-Conditions.pdf

#### XI. SPECIAL TERMS AND CONDITIONS:

- A. <u>ADVERTISING</u>: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. <u>ASBESTOS</u>: 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.
- C. <u>AUDIT</u>: The Contractor shall retain all books, records, 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 agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- D. <u>AVAILABILITY OF FUNDS</u>: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. <u>BEST AND FINAL OFFER (BAFO)</u>: At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s). The Offeror(s) proposal will be re-evaluated to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- F. <u>PROPOSAL ACCEPTANCE PERIOD</u>: Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

- G. <u>CANCELLATION OF CONTRACT</u>: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (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.
- H. <u>CONTRACTOR LICENSE REQUIREMENT</u>: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

 Contractor Name:
 Roof Systems of VA, Inc.

 Subcontractor Name:
 N/A

 License#
 2705020946
 Type:
 Contractor

- I. <u>CONTRACTOR'S TITLE TO MATERIALS</u>: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- J. <u>DELIVERY AND STORAGE</u>: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The Owner will not assume any responsibility for receiving these shipments. Contractor shall check with the Owner and make necessary arrangements for security and storage space in the building during installation.
- K. <u>DRUG FREE WORKPLACE</u>: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
  - 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
  - 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
  - 3. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
- L. <u>FINAL INSPECTION</u>: At the conclusion of the work, the Contractor shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- M. <u>INDEMNIFICATION</u>: 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 already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- N. <u>INSPECTION OF JOB SITE</u>: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- O. <u>LIMITATION OF LIABILITY</u>: To the maximum extent permitted by applicable law, the Contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability will not apply, however, to liability arising

from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

- P. <u>PREVENTIVE MAINTENANCE</u>: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain all equipment in complete operational condition.
- Q. <u>PRIME CONTRACTOR RESPONSIBILITIES</u>: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- R. <u>QUANTITIES</u>: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- S. <u>RENEWAL OF CONTRACT</u>: This contract may be renewed upon written agreement of both parties for four (4) one (1) year renewal options under the terms and conditions of the original contract. Changes to Contractor's Management Fee and VCU Commission Rate may be proposed only at the time of renewal, and are subject to University approval. Written notice of the Commonwealth's intention to renew should be provided approximately 60 days prior to the expiration date of the initial contract period.
- T. <u>SUBCONTRACTS</u>: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- U. <u>USE OF RECYCLED MATERIALS</u>: Notwithstanding the prohibition against used, damaged or obsolete items, vendors are encouraged to use secondary or recycled materials in the manufacture of products to the maximum extent practicable without jeopardizing the performance or intended end use of the product unless such use is precluded due to health and welfare or safety requirements or product specifications contained herein.
- V. <u>WORK SITE DAMAGES</u>: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- X. <u>ELECTRONIC DATA INTERCHANGE</u>: University Purchasing has a great interest in utilizing Electronic Data Interchange (EDI) to improve efficiency of operation in the transmission of purchasing related information. Vendors are encouraged to provide a statement indicating their current EDI capabilities and/or future plans to establish/improve their EDI capabilities.
- Y. <u>POLICY OF EQUAL EMPLOYMENT</u>: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- Z. <u>ADDITIONAL USERS OF CONTRACT</u>: It is the University's intent to provide other Virginia Association of State College and University Purchasing Professionals (VASCUPP) with access to the University's Agreements and to provide Contractors with opportunities to do business with other VASCUPP institutions of higher education.

To that end and <u>if agreeable with the Contractor</u>, the following Colleges and Universities listed are the VASCUPP institutions and may have access to any agreement resulting from this solicitation: College of William and Mary, University of Virginia, George Mason University, Virginia Military Institute, James Madison University, Old Dominion University, Virginia Polytechnic Institute & State University and Radford University. Upon written request from a VASCUPP institution, the Contractor may allow access to the Contract. Although the University desires to provide access on such contract to VASCUPP, the Contractor is not required to provide such access. A firm's willingness to provide this access to VASCUPP members will not be a consideration in awarding this contract. Although the VASCUPP Agencies may have access to any resulting Agreement, VASCUPP is not bound to use the Agreement and any use of the Agreement is strictly optional.

If the VASCUPP institutions choose to access the Agreement and the Contractor agrees to such access, the terms and conditions of the Agreement will be in full force and effect as between the VASCUPP institutions and the Contractor. VCU will have no responsibility for the resolution of any contractual disputes, or for payment for services rendered which may arise from a VASCUPP institution accessing the Agreement. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another VASCUPP institution that accessed this Agreement.

AA. <u>COMMUNICATIONS</u>: Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or the University Purchasing Department rejects all proposals. Formal communications shall be directed to the University Purchasing Department.

Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than a Purchasing Department representative may result in the offending Offeror's proposal being rejected.

BB. <u>eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS</u>: The eVA Internet electronic procurement solution, web site portal <u>www.eVA.virginia.gov</u>, 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 e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- CC. <u>GRAMM-LEACH-BLILEY ACT</u>: The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.
- DD.<u>CRIMINAL BACKGROUND CHECK</u>: The Contractor is required to comply with Virginia Commonwealth University's ("VCU") employment policies on criminal conviction investigations. <u>http://www.assurance.vcu.edu/Policy%20Library/Criminal%20Conviction%20Investigations.pdf</u> The Contractor shall perform criminal conviction investigations on all prospective candidates for full time or part time placement at VCU, including newly hired, re-hired, seasonal, and or temporary employees. Note criminal background checks are only required for employees of the Contractor, not for volunteer groups or students who are not employed by the Contractor.
- EE. <u>Identification Cards</u>: All Contractor employees authorized to work at VCU, must obtain a VCU identification card. Information on obtaining a card is available at

http://vcucard.vcu.edu/myid.html. Contractor's employees must wear their VCU identification

FF. <u>PROTEST PROCEDURES</u>: When an Offeror wants to protest a contract awarded by the University resulting from this solicitation, they must submit a written request to the Director of Procurement, VCU Procurement Dept., PO Box 980327, Richmond, VA 23298. This request must be received within ten (10) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. No protest shall lie for a claim that the selected offeror is not a responsible offeror. The University or designated official shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the offeror appeals within ten (10) days of the receipt of the written decision by instituting legal action.

### XII. ADDITIONAL TERMS AND CONDITIONS: NON-CAPITAL OUTLAY CONSTRUCTION PROJECTS

- A. <u>DEFINITIONS</u>: Whenever used in this solicitation or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:
  - 1. Agency: The term, Agency, unless otherwise indicated, shall mean the Owner.
  - 2. Commonwealth: The term "Commonwealth" shall mean the Owner which is the Commonwealth of Virginia through the governing Body, the Board, the Building Committee or other agent with authority to execute the contract for the institution or agency involved. The Commonwealth's Agent is the official with the authority to sign the contract on behalf of the Commonwealth.
  - 3. Construction: As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities owned or to be acquired by the Commonwealth and any draining, dredging, excavation, grading or similar work upon real property.
  - 4. Contractor: The person, firm or corporation named as such in the contract and includes the plural number and the feminine gender when such are named in the contract as the Contractor.
  - 5. Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.
  - 6. Emergency: Any unforeseen combination or circumstances or a resulting state that poses imminent danger to health, life or property.
  - 7. Final Acceptance: The Agency's acceptance of the Project from the Contractor upon confirmation from the Project Inspector and the Contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change order or adjustment thereto.
  - 8. Notice: All written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with the Contract requirements. Any written notice by either party to the Contract shall be sufficiently given if delivered to or at the last known business address of the perform, firm or corporation constituting the party to the Contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.
  - 9. Notice to Proceed: A written notice given by the Owner to the Contractor fixing

the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents.

- 10. Owner: The Commonwealth of Virginia, i.e., an agency, institution, or department, with whom the Contractor has entered into a contract and for whom the Work or services is to be provided.
- 11. Project Inspector: One or more individuals employed by the Owner to inspect the Work and/or to act as clerk of works to the extent required by the Owner. The Owner shall notify the Contractor in writing of the appointment of such Project Inspector(s).
- 12. Provide: Shall mean furnish and install ready for its intended use.
- 13. Submittals: All drawings, diagrams, illustrations, schedules and other data required by the Contract Documents which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.
- 14. Subcontractor: An individual, partnership or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of the Work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.
- 15. Substantial Completion: The Work which is sufficiently complete, in accordance with the Contract Documents, so that the project can be utilized by the Owner for the purposes for which it is intended.
- 16. Supplier: A manufacturer, fabricator, distributor, material man or vendor who provides material for the project but does not provide on-site labor.
- 17. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 18. Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

#### B. CONTRACT DOCUMENTS:

- 1. The Contract entered into by the parties shall consist of the Invitation for Proposals; the proposal submitted by the Contractor; General and Conditions, these Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents; all of which shall be referred to collectively as the Contract Documents.
- 2. All time limits stated in the Contract Documents, including but not limited to the time for completion of the Work, are of the essence of the Contract.
- 3. Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly

designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect.

### C. LAWS AND REGULATIONS:

- 1. The Contractor complies with all laws, ordinances, regulations and lawful orders of any public authority bearing on the performance of the Work and shall give all notices required thereby.
- 2. The Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, *Code of Virginia*, relating to labor unions and the "right to work". The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
- 3. The provisions of all regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the <u>Code of Virginia</u> shall apply to all work under this Contract. Inspectors from the Department of Labor of Industry shall be granted access to the Work for inspection without first obtaining a search warrant from the court.
- 4. Building Permit: Because this is a project of the Commonwealth of Virginia, codes or zoning ordinances of local political subdivisions do not apply. Building permits where required will be obtained and paid for by the Owner. This does not include any local license fees, business fees or similar assessments which may be imposed by the appropriate political subdivision.
- 5. The Contractor, if not licensed as an asbestos contractor or an RFS contractor in accordance with Section 54.1-514, *Code of Virginia*, shall have all asbestos related Work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the Work required.
- D. <u>PREPARATION AND SUBMISSION OF PROPOSALS</u>: Proposals must give the full business address of the Offeror and be signed by him/her with his/her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the Commonwealth, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.
- E. <u>WITHDRAWAL OR MODIFICATION OF PROPOSALS</u>: Proposals may be withdrawn or modified by written, telefaxed, or telegraphic notice received from Offerors prior to the time fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him on the face of the proposal. Written modifications may be made on the proposal form itself, on the envelope in which the proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered or telefaxed, must be signed by the person making the modification or withdrawal, and telegraphic messages must be sent in the name of said person.
- F. RECEIPT AND OPENING OF PROPOSALS:
  - 1. It is the responsibility of the Offeror to assure that the proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. No proposals received after the time designated for

receipt of proposals shall be considered.

- 2. Proposals will be opened at the time and place stated in the advertisement, and their contents made public for the information of Offerors and others interested who may be present either in person or by representative. The officer or agent of the Owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.
- 3. The provisions of Section 34 of The Governing Rules, as amended, shall be applicable to the inspections of proposals received.

### G. ERRORS IN PROPOSALS:

A Offeror may withdraw his proposal from consideration if the price was substantially lower than the other proposals due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the proposal sought to be withdrawn.

In accordance with Section 2.2-4330 A. (ii) of the *Code of Virginia*, the Offeror must submit to the contracting authority his original work papers, documents and materials used in the preparation of the proposal within one day after the date fixed for submission of proposals. Such work papers must be submitted in an envelope or package separate and apart from the envelope containing the proposal and marked clearly as to the contents and shall be delivered to the contracting authority by the Offeror in person or by registered mail at or prior to the time fixed by the contracting authority for the opening of proposals and may not be withdrawn until after the two-hour period (referred to later) has elapsed. Such work papers, documents and materials may be considered as trade secrets or proprietary information subject to the conditions of subsection D of Section 34 of The Governing Rules. The proposals shall be opened one day following at the time fixed by the contracting authority for the submission of proposals. Thereafter, the Offeror shall have two (2) hours after the opening of proposals within which to claim in writing any mistake as defined herein and withdraw his proposal. The contract shall not be awarded by the contracting authority until such two-hour period has elapsed. Such mistake shall be proved only from the original work papers, documents and materials delivered to the contracting authority as required herein. This procedure (ii) shall not apply to any proposal required to be submitted on a unit price basis.

Failure of an Offeror to submit his original work papers, documents and materials used in the preparation of his proposal at the time, date and place required shall constitute a waiver by that Offeror of his right to claim any mistake in his proposal.

No proposal may be withdrawn under this section when the result would be the awarding of the contract on another proposal of the same Offeror.

No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted, without the approval of the contracting authority. The person or firm to whom the contract was awarded and the withdrawing Offeror are jointly liable to the contracting authority in an amount equal to any compensation paid to or for the benefit of the withdrawing Offeror without such approval.

If a proposal is withdrawn under authority of this section, the next higher Offeror shall be deemed to be the low Offeror on the project.

Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the Owner. The Owner may direct that some other invention, process, article or appliance be used. Should the Contractor have reason to believe that the invention, process, article or appliance so specified is an infringement of a patent, and fail to inform the Owner, he shall be responsible for any loss due to the infringement.

- L. INSPECTION:
  - 1. All material and workmanship shall be subject to inspection, examination and test by the Owner and its Project Inspector at any and all times during construction. The Project Inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed, the Contractor and surety being liable for any damages.
  - 2. Jobsite inspections, tests conducted on site or tests of materials gathered on site, which the Contract requires to be performed by independent testing entities, shall be contracted and paid for by the Owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings and steel framing connections. Although conducted by independent entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes, standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires him to perform or pay together with any inspections and tests which he chooses to perform for his own quality control purposes. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials, necessary and convenient for making such tests. Except as provided in I below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the Owner for the cost of reexamination and retesting.
  - 3. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire Work to make an examination of Work already completed, by removing or tearing out portions of the Work, the Contractor shall on request promptly furnish all necessary facilities, labor and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of the Contractor or his Subcontractors, he shall defray all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing and Contractor's cost of material and labor necessary for replacement shall be paid to the Contractor and he shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time.
  - 4. The Project Inspector may recommend to the Owner that the Work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined by the Project Inspector that no fault

existed in the Contractor's Work.

- 5. The Project Inspector has no authority to and shall not:
  - a) Authorize deviations from the Contract Documents;
  - b) Enter into the area of responsibility of the Contractor's superintendent
  - c) Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connections with the Work;
  - d) Authorize or suggest that the Owner occupy the project, in whole or in part;
  - e) Issue a certificate for payment.

### M. <u>SUPERINTENDENCE BY CONTRACTOR</u>:

- 1. The Contractor shall have a competent foreman or superintendent, satisfactory to the Owner, on the job site at all times during the progress of the Work. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work under the Contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.
- 2. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors.
- 3. The Owner may, in writing, require the Contractor to remove from the Work any employee the Owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.
- N. <u>ACCESS TO WORK</u>: The Owner, the Owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access at all times to the Work at all times. The Contractor shall provide proper facilities for access and inspection.
- O. <u>AVAILABILITY OF MATERIALS</u>: If material specified in the Contact Documents is not available on the present market, alternate materials may be proposed by the Contractor for approval of the Owner.
- P. <u>CONTRACTOR'S TITLE TO MATERIALS</u>: No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which interest is retained by the seller or given to a secured party. The Contractor warrants that he has good clear title to all materials and supplies for which he uses in the Work or for which he accepts payment in whole or in part.

### Q. WARRANTY OF MATERIALS AND WORKMANSHIP:

- 1. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants all workmanship shall be first class and in accordance with Contract Documents and shall be performed by persons qualified in their respective trades.
- 2. Work not conforming to these warranties shall be considered defective.
- 3. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
- R. <u>USES OF PREMISES AND REMOVAL OF DEBRIS</u>:

- 1. The Contractor shall:
  - a) Perform his Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the Work of any other Contractor;
  - b) Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or the Work of any other Contractor; and
  - c) Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
- 2. The Contractor expressly undertakes, either directly or through his Subcontractor(s), to effect all cutting, filling or patching of his Work required to make the same conform to the drawings and specifications, and, except with the consent of the Owner, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the Work or premises, including existing improvements, unless called for by the Contractor.
- 3. The Contractor expressly undertakes, either directly or through his Subcontractor(s), to clean up frequently all refuse, rubbish, scrap materials and debris caused by his operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance. No such refuse, rubbish, scrap material and debris shall be left within the completed Work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
- 4. The Contractor expressly undertakes, either directly or through his Subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from this operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all building included in the Contract; and to thoroughly clean all glass installed under the Contractor the removal of all paint and mortar splatters and other defacements. If a Contractor fails to clean up at the completion of the Work, the Owner may do so and charge for costs thereof to the Contractor.
- 5. During and at completion of the Work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the Contract Documents.
- 6. The Contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the Owner. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the Owner.

### S. PROTECTION OF PERSONS AND PROPERTY:

- 1. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every reasonable precaution at all times for the protection of persons and property which may come on the building site or be affected by the Contractor's operation in connection with the Work.
- 2. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- 3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia* shall apply to all work under this Contract.
- 4. The Contractor shall continuously maintain adequate protection of all of his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly

due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions, any of the Contract Documents or erected for the fulfillment of his obligations for the protection of persons and property.

5. In an emergency affecting the safety or life of person or of the Work, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in paragraph 0. of the General Terms and Conditions.

### T. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT:

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by the him, or if the Owner should fail to pay to the Contractor within thirty (30) days when no dispute exists as to the sum, then the Contractor may, upon ten (10) calendar days written notice to the Owner, stop work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the cost of physically closing down the job site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

### U. <u>OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE</u>:

- 1. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the Owner may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or Suppliers of materials or labor, or persistently disregards laws, ordinances or written instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contractor, then the Owner may terminate the Contract.
- 2. Prior to termination of the Contract, the Owner shall give the Contractor his surety ten (10) calendar day's written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the owner within said ten (10) days, the owner may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the Owner may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the Owner finds acceptable. If at any time more than ten (10) days after the notice of termination, the Owner determines that the Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause giving written notice to the Contractor and its surety. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
- 3. Notices of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known

places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if so such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

- 4. Upon termination of the Contractor, the Owner shall take possession of the premises, and of all materials, tools and appliances thereon and finish the Work by whatever method he may expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the Work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the Contract price, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others.
- 5. If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner.
- 6. Termination of the Contract under this section is without prejudice to any other right or remedy of the Owner.

### V. TERMINATION BY OWNER FOR CONVENIENCE:

- 1. Owner may terminate this Contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease Work and remove from the project site all of its labor forces and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:
  - a) All amounts then otherwise due under the terms of this Contract.
  - b) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination.
  - c) Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.
- 2. In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's surety on its payment and performance bonds.

### W. <u>GUARANTEE OF WORK</u>:

- 1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the Owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner.
- 2. If, within any guarantee period, defects are noticed by the Owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the Owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior, or not in accordance with the terms of the Contract, then the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not more than two weeks after the guarantee period expires, and without

expense to the Owner.

- a) Place in satisfactory condition in every particular all of such work and correct all defects therein;
- b) Make good all damage to the structure or site or equipment or contents thereof, which is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contracts; and
- c) Make good any work or materials or the equipment and contents of structures or the site disturbed in fulfilling any such guarantee.
- 3. In any case, where in fulfilling the requirements of the Contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other Contract.
- 4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.
- 5. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the Contract shall be subject to the term of this section during the first year of the life of such special guarantee.
- 6. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for defective work under Section 17 of these additional terms and conditions. This paragraph relates only to the specific obligation of the Contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under this Contract.
- 7. In the event the work of the Contract is to be modified by another Contractor, either before or after the Final Inspection, the first Contractor shall remain in all respect under the Guarantee of Work and under any other warranties provided in the contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the Contractor modifying its work. Both the first Contractor and the Contractor making the modifications shall each be responsible solely for the work done by each. The Contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which it is modifying. If any Contractor shall claim that another Contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the Contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other Contractor. Any Contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the Contractor whose work he is modifying.
- X. ASBESTOS:
  - 1. This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the Work. If the Contractor discovers or inadvertently disturbs any material that may contain asbestos that has not been previously identified, that was overlooked during the removal, or which was deemed not to be friable or which was encapsulated, the Contractor shall stop work in the area containing the asbestos, secure the area, and notify the Owner immediately by telephone or in person with written notice as soon as possible. The Owner will have the suspect material sampled.

If the sample is positive and must be disturbed in the course of the Work, the Owner will have the material repaired or removed and will pay for the bulk sample analysis.

If the material is disturbed is not with the Contractor's authorized Work and/or Work area or under this Contract, the Contractor will pay for all associated sampling and abatement costs.

- 2. If asbestos abatement is included as a part of the Work, the Contractor shall assure that the asbestos abatement work is accomplished by those duly licensed in accordance with the specific requirements of the Contract Documents.
- 3. If asbestos abatement is included as part of the Work, the licensed asbestos Subcontractor shall, in the insurance required, name the Commonwealth of Virginia and the Contractor as additional insureds.

### Y. TRAINING, OPERATION AND MAINTENANCE OF EQUIPMENT:

- 1. The Contractor, in conjunction with his Subcontractors and Suppliers, shall provide the Owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the Work.
- 2. The Contractor shall provide the Owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.
- Z. <u>DRUG FREE WORKPLACE</u>: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
  - 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
  - 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

### XIII. METHOD OF PAYMENT:

The Contractor shall submit a fully itemized invoice that references the Virginia Commonwealth University purchase order number, material descriptions, quantities and unit prices. Payment will be made thirty days after receipt of a proper invoice for the amount of payment due, or thirty days after receipt of the goods or services, whichever is later, in accordance with the Commonwealth of Virginia Prompt Payment Legislation. Mail invoices to: <u>Virginia Commonwealth University</u>, <u>Accounts Payable</u> and <u>Support Services</u>, P. O. Box 980327, Richmond, VA\_23298-0327.

### XIV. PRICING SCHEDULE:

a. Virginia Commonwealth University will evaluate pricing proposals for award purposes based on the hypothetical annual contract amount in Section XIV.B of the Pricing Schedule. Note that the lower the price the higher the score. Any offeror who enters \$0 on a pricing blank or leaves it blank shall be considered non-responsive.

### b. Pricing Schedule:

Pricing Schedule: Fully Burdened Labor Rates to include wages, overhead, administrative costs, travel, and all other costs including profit) :	Regular (7:30am to :30PM) Hourly Rate	4:30P	Overtime (after M)/Weekends/Holi ay Hourly Rates
Foreman	\$ 65.00	\$	90.00
Roofer	\$ 52.00	\$	75.00
Helper	\$ 35.00	\$	50.00
Any bidder who enters \$0 on a pricing blank or leaves it blank shall be considered nonresponsive.			

### SCORING PROCEDURES FOR EVALUATING PRICE (OFFERORS DO NOT FIL IN THE BLANKS):

Pricing Scenario: Scores for price are based on the following method: (Note that the lower the price, the higher the score.)

### SCORE= LOWEST PRICE X WEIGHT VALUE / OFFEROR'S PRICE

Pricing Schedule: Fully Burdened Labor Rates to include wages, overhead, administrative costs, travel, and all other costs including profit) :	Regular (7:30am to 4:30PM) Hourly Rate	Weighted Value (Lowest Price to receive full weight):	Score
Foreman	\$	8.75 points	
Roofer	\$	10 points	
Helper	\$	3.75 points	
	Part A:	22.5 points possible	

Pricing Schedule: Fully Burdened Labor Rates to include wages, overhead, administrative costs, travel, and all other costs including profit) :	Overtime (after 4:30PM)/Weekends/Holi day Hourly Rates	Weighted Value (Lowest Price to receive full weight):	Score
Foreman	\$	3 points	
Roofer	\$	3.3 points	
Helper	\$	1.2 points	
	Part B:	7.5 Points possible	
PART B: OT/WEEKEND/HOLIDAY RATE PRICIN	G SCENARIO (SCORE WILL BI	E 25% OF TOTAL SCORE)	
Total Score (30 points possible) (Part A + Part B):			

Small, minority and/or woman-owned businesses are required to certify through the Virginia Department of Minority Business Enterprise (DMBE; <u>http://www.dmbe.state.va.us/vendors.html</u>); DMBE certification may be requested by VCU, prior to award.

# XV. <u>APPENDICES:</u>

# **Appendix I: SWaM Form**

http://documents.procurement.vcu.edu/purchasing/pdf docs/forms/RFP Website Link Appendix 1.pdf

# **Appendix II: Invoicing and Payment Form**

http://documents.procurement.vcu.edu/purchasing/pdf docs/forms/RFP Website Link Appendix 2.pdf



# Roof Systems of VA, Inc. VCU – Roofing Repair Term Contract RFP# 6924365SP

# 3. (a.) Experience & Qualifications References

- Porter Realty

   4801 Radford Avenue
   Richmond, VA 23230
   Type of Work: Roof Repair & Replacement Projects on all roof types
   Years of Service: 1996 Present
   Contact: Jason Crowder
   Phone: 804-747-4463
   E-mail: jason@porterinc.com
- Aleris Rolled Products, Inc.

   1801 Reymet Road
   Richmond, VA 23237
   Type of Work: Roof Repair & Replacement Projects on all roof types
   Years of Service: 2010 Present
   Contact: John Bishop
   Phone: 804-714-2181
   E-mail: john.bishop@aleris.com
- 3) VCU Facilities Management

   1050 Oliver Hill Way
   Richmond, VA 23298
   Type of Work: Roof Repair & Replacement Projects on all roof types
   Years of Service: 2009 Present
   Contact: Dannie Taylor
   Phone: 804-828-2854
   E-mail: dtaylor22@vcu.edu

501 JEFFERSON DAVIS HIGHWAY • RICHMOND, VA 23224 • PHONE 804/231-2875 • FAX 804/231-6326 510 WEST 24TH STREET • NORFOLK, VA 23517 • PHONE 757/624-5300 • FAX 757/624-5375 www.roofsys.com

# Roof Systems of VA, Inc. Hospital/Medical Building Projects

Project	Size	<b>Contract</b> Amount	Manufacturer
MCV Ambulatory Care Facility	17,800	\$251,000	Carlisle
Community Memorial Health Dietary	20,000	\$100,414	Carlisle
Community Memorial Health Center	23,000	\$147,934	Johns Manville
Metropolitan Hospital	256	\$20,437	Firestone
DePaul Hospital School of Nursing	4,300	\$45,223	Tremco
Virginia Beach General Hospital	16,804	\$205,477	Tremco
Richmond Ambulance Authority	24,600	\$224,845	Carlisle/AEP Span
Johnston Willis Hospital	4,700	\$34,174	Carlisle
Henrico Doctors Hosptial ER	6,200	\$34,888	Carlisle
Harbour View Medical Center	42,200	\$251,079	Carilsle
Health South Richmond Med Ctr - Day Surgery	1,242	\$15,380	Carlisle
Southside Community Hospital	28,300	\$214,175	Carlisle
Eastern State Hospital Building 16	27,214	\$187,146	Carlisle
Health South MOB 3	26,470	\$99,600	Johns Manville
MCV Gateway Project	23,123	\$313,254	Carlisle
Hampton Health Department	21,100	\$212,252	Tremco
Bayside Medical Center	6,000	\$28,480	Carlisle
Hampton Community Services Center	20,300	\$181,709	Tremco
Riverside WR Medical Office Building	17,500	\$58,516	Carlisle
Beverly Healthcare Martinsville	30,600	\$155,662	Johns Manville
Riverside Healthcare Williamsburg	27,209	\$55,950	Carlisle
Greensville Memorial Hospital	98,800	\$306,301	Carlisle
MCV Stoney Point	400	\$11,500	Johns Manville
Childrens' Hospital of Kings & Daughters	21,500	\$156,402	Johns Manville
Southampton Memorial Hospital	44,400	\$194,000	Carlisle
Bon Secours MRMC - MRI Addition	7,000	\$26,800	Carlisle
Riverside Surgery Center Infill	1,475	\$15,471	Carlisle
Massey Cancer Center VCU	23,974	\$372,101	Carlisle
Southside Community Hospital	26,700	\$195,742	Carlisle
Port Warwick Medical Arts II	30,000	\$296,143	Carlisle
VCU School of Nursing	28,979	\$223,700	Carlisle
Bon Secours Imaging Center	,3,000	\$51,104	Carlisle
Harbour View Medical Arts I	25,000	\$130,813	Carlisle
VCU Critical Care	39,535	\$693,012	Carlisle/Fabral/Metal Span

# Hospital/Medical Building Projects (continued)

Project	Size	Contract Amount	Manufacturer
Southside Regional Medical Ctr	162,832	\$768,061	Carlisle
VA Behavioral Rehabilitation	154,701	\$1,016,400	Carlisle/Fabral
Hancock Geriatric Center	33,622	\$253,700	Carlisle
Community Memorial Health Rehab Ctr	15,434	\$231,700	Carlisle/Fabral
VCU Medical Sciences Bldg II	22,100	\$500,900	Carlisle/Fabral
VA Medical Ctr Richmond Poly Trauma	4,275	\$141,726	Henry
VCU Health & Life Sciences Bldg	9,187	\$185,910	Carlisle/Fabral
Henrico Medical Office Building	27,376	\$176,459	Carlisle/Fabral
VCU North Hospital West Roof	2,931	\$175,985	Carlisle
Riverside Medical Center	21,410	\$188,700	Carlisle
Cumberland Hospital - Bldg 7	12,500	\$72,500	Carlisle/GAF
VCUHS Visitor Deck Penthouse	500	\$135,785	Carlisle/W.H. Stovall Company
Lynchburg Health & Rehab	15,380	\$100,990	Carlisle
Adult Mental Health Treatment	124,200	\$953,700	Atlas Roofing Corporation
VCUHS Clinical Support Ctr Ph I	10,971	\$308,600	Firestone
UVA Health Services Foundation LTACH	38,530	\$442,500	Johns Manville/Fabral
Building 113 - Central State Hospital	19,900	\$294,587	Johns Manville
Rappahannock General Hospital	28,000	\$147,000	Carlisle
Martha Jefferson Hospital	9,000	\$334,429	Virginia Slate
Riverside Regional Surgery Addition	112,293	\$1,380,700	Carlisle/Fabral
Riverside Behavioral Health Ctr Re-Roof	86,698	\$294,700	Carlisle
Lynchburg Health & Rehab Phase I	39,370	\$195,200	Carlisle
VCUHS Physician's Dining Addition	2,534	\$45,664	Carlisle
Parham Healthcare & Rehab Center	21,421	\$112,700	Carlisle
Rappahannock General Hospital - Patient Wing	19,734	\$114,700	Carlisle
Community Memorial AP Lab Renovation	16,281	\$184,700	Carlisle
UNOS - Jackson Center	13,666	\$91,700	Carlisle
Children's Hospital of Richmond Pavilion	55,241	\$691,700	Carlisle
Rhapsody Roof	221,995	\$668,000	Carlisle
VCU "Upper Fishbowl" Roof	1,800	\$78,500	Carlisle
VCUHS Main Hospital Labor & Delivery	4,87 <del>9</del>	\$291,700	Carlisle
MFA Norfolk Healthcare	10,798	\$129,250	Carlisle
MFA VA Beach Health & Rehab	8,781	\$78,700	Carlisle
Southern VA Regional Re-Roof	103,973	\$402,500	Carlisle

# Tony Shawn Page Nunn 1625 Skipwith Road Richmond, VA 23229 Phone: 804-283-7692

Objective:	To work diligently with field and office employees to gai knowledge in the roofing industry.	n both experience and
Experience:	Roof Systems of VA, Inc., Richmond, VA	8/2001 – Present
	Director of Operations	
	<ul> <li>Supervise foreman and crew members on projects</li> </ul>	
	<ul> <li>Order material for projects</li> </ul>	
	<ul> <li>Handle the scheduling of projects</li> </ul>	
	Measure & scale drawings	
	<ul> <li>Estimate small projects</li> </ul>	
	<ul> <li>Handled Bid Scheduling</li> </ul>	
	<ul> <li>Installed all types of roof systems</li> </ul>	
	The Lamplighter, Clarksville, VA Manager/Server	9/1997 - 7/2001
	Managed restaurant	
	<ul> <li>Supervised 10 employees</li> </ul>	
	Opened & Closed restaurant	
	<ul> <li>Served customers</li> </ul>	
Education:		
an dai dan da dan 101 (10 (1 (1 (	Southside Virginia Community College	8/1999 – 5/2001
	Attended classes with an emphasis in Business Managen	nent
	Bluestone Senior High School	9/1996 - 6/1999
	High School Degree	
	Mills E. Godwin High School	9/1995 — 6/1996
Skills:		
	Microsoft Word, Microsoft Excel, Timberline, The Edge, F	loof Express, AutoCad

# **References Furnished Upon Request**

## Raul B. Dubon 6703 Carnation Street, Apt. B Richmond, VA. 23225 Phone (804) 231-2875

Objective: To secure permanent employment with a company that is professional, progressive, and offers employee benefits, steady work and opportunity for growth.

#### TRAINING

In-Shop, hands-on and Field Training while working for Roof Systems of Virginia, Inc. is as follows:

- CPR
- MSDS
- OSHA (Asbestos Class II Training Course)
- AHA (Heartsaver First Aid)
- Installation and flashing practices on mechanically fastened, fully adhered, ballasted, and mopped applications for various manufacturer's roof systems: Carlisle, Firestone, Johns Manville, Sarnafil, Tremco.

### **EMPLOYMENT HISTORY**

06/15/98 to Present:	Roof Systems of VA, Inc., Richmond, Virginia
	Roofing Superintendent: Supervise 8-12 employees on a daily
	basis in all areas of New, Re-roof, Built-up, Modified Bitumen,
	and Single-ply roofing systems. These jobs consist of, but are not
	limited to Cold and Hot Process, Asphalt, PVC, CSPE, TPO, CPO,
	and EPDM. I have been assigned a company vehicle (truck), gas
	card and cell radio for company business. My responsibility is to
	ensure that each roofing system is installed correctly free of
	accidents and on schedule to contract. The following are previous
	job assignments that were performed under my supervision:
	Dupont, Invista, Hershey's, various City of Richmond Public
ann an	Schools, Georgia Pacific, etc.
1/96 to 5/98	Coope-Thurman Distributing Co., Los Angeles, CA
1/2010/2/20	Worked in the maintenance department.
	Worked in the mannenance department.
9/94 to 1/96	High School, Guatemala
	Student: General Education and English

**References Furnished Upon Request** 

# Charles R. Fralin 12259 River Road Richmond, VA 23238 804-640-9706

Education:		
	Elon College, Burlington, NC	Graduated 1981
	Bachelor of Arts	
Experience:		
	Roof Systems of VA, Inc., Richmond, VA	2005 - Present
	Project Engineer	
	<ul> <li>Outside Sales</li> </ul>	
	<ul> <li>Oversee Service Department</li> </ul>	
	<ul> <li>Involved in day to day operations, sales, service</li> </ul>	
	<ul> <li>Ongoing continuing education</li> </ul>	
	Centimark, Canonsburg, PA	1998 – 2005
	National Account Manager	
	<ul> <li>Handled strategic accounts throughout the United St</li> </ul>	ates
	Helped in facilitating maintenance for new & re-roof	
	Johns Manville Corporation, Washington, DC	1982 - 1998
	Territory Sales Manager	
	<ul> <li>Day to day interaction with roofing contractors, distri &amp; architects in a sales capacity</li> </ul>	ibutors,
	<ul> <li>Responsible for growing the territory from \$7 million</li> </ul>	to \$16 million
Awards:	National Sales Representative of the Year 1988	

**References Furnished Upon Request** 



ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OF FIRMS OTHER THAN THOSE NAMED MAY RESULT IN GRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

# **Business Entity Details**

# Page 1 of 1

Alert to corporations regarding unsolicited mailings from VIRGINIA COUNCIL FOR CORPORATIONS is available from the Bulletin Archive link of the Clerk's Office websit SCC office will be unable to accept transactions requiring payment beginning Friday, June 3, at 11:59 p.m., through Saturday morning, June 4, 2016, at 3:00 a.m., due t

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SCC eFile	Roof Systems of VA, Inc.		
Distinguishability	General	Select an action	
Business Entity Search Certificate Verification	SCC ID: 04093480	File a registered a	gent change
FAQs	Entity Type: Corporation		fice address change
Contact Us	Jurisdiction of Formation: VA	Resign as registers	
Give Us Feedback My Favorites	Date of Formation/Registration: 5/	11/1993 File an annual repo	ort
	Status: Active	Pay annual registri	ation fee
Business Entities	Shares Authorized: 10000	Order a certificate	of good standing
UCC or Tax Liens		Submit a PDF for p	processing (What can I submit?)
Court Services		View eFile transact	tion history
Court Services	Principal Office	Manage email noti	fications
Additional Services			
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	RICHMOND VA23224	Add to My Favorites	New Search Home
	Registered Agent/Registered O	ffice	
	MALCOLM LLOYD NUNN JR.		
	501 JEFFERSON DAVIS HWY.		
	RICHMOND VA 23224		
	RICHMOND CITY 216		
	Status: Active		
	Effective Date: 1/23/2013		
Sc	reen ID: e1000		
21		virginia.gov Website questions? Contact: webmaster@se	c.yirginia.ogy
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# AMS ADVANTAGE Vendor Self Service

# Page 1 of 1

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May 31, 2016

ROOF SYSTEMS OF VIRGINIA, INC. - Richmond 501 JEFFERSON DAVIS HIGHWAY RICHMOND, VA 23224 US

Project: VCU - Roofing Repair Term Contract RFP#6924365SP

To Whom It May Concern:

This letter is to confirm that ROOF SYSTEMS OF VIRGINIA, INC. - Richmond in RICHMOND, VA is a Carlisle Authorized Applicator.

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

Sincerely,

Stephen F. Schwar Director, National Sales

/ems

FABRAL

# 6/1/2016

Ms. Grisel Mejias Roof Systems of Virginia 501 Jefferson Davis Hwy Richmond, VA 23224

**RE: VCU Roofing Repair Term Contract RFP# 6924365SP** 

Dear Grisel,

This letter is to confirm that Roof Systems of Virginia is a certified installer of Fabral metal wall and roof systems. To become certified a contractor must be actively engaged in the installation of commercial metal roofing systems with a history of quality workmanship. Further, contractor personnel must attend a Fabral certification training program. Roof Systems has satisfied all of these requirements.

To date, Roof Systems of Virginia has installed in excess of 100,000 square feet of Fabral metal roofing systems. Their installation quality is exemplary.

As a certified Fabral installer Roof Systems is approved to install and/or repair our metal roofing and wall panel systems on the above VCU project.

If I can be of any further assistance, please feel free to contact me on my cell at 412-400-7873 or via e-mail - jwandel@fabral.com.

Sincerely,

# Jerry Wandel

Jerry Wandel Mid-Atlantic Territory Manager

3449 Hempland Road + Lancaster, PA 17601 + P (800) 477-2741 + F (800) 283-4289 + Fabral.com



31 May 2016

Grisel Mejias Roof Systems of VA, Inc. (Lic. # 06969) 501 Jefferson Davis Highway Richmond, VA 23224

Re: Licensed and Approved Applicator Letter

To Whom It May Concern:

You may regard this letter as Firestone's recognition of Roof Systems of VA (Lic. #06969) as an approved licensed Firestone applicator in good standing with Firestone since 10 November 1995. Roof Systems of VA is licensed and approved to install the Firestone EPDM and TPO Single Ply roof systems and their accessories, as well as Modified Bitumen and Asphalt Built-Up Roofing Systems for Red Shield Material and Labor Warranties up to 20 Years.

If I may be of further assistance, I may be reached in this office at t1-800-428-4511- ext. 57096

Sincerely, Firestone Building Products Co.

Kut Elull

File

Kurt E. Webb Technical Coordinator Southern Region Roof Solutions Group

CC:

NOBODY COVERS YOU BETTER 250 East 96<sup>th</sup> Street, Indianapolis, IN 46260 • 317-575-7000 Technical Hotline: 1-800-428-4511 • Technical Facsimile: 800-242-0504 http://www.firestonebpco.com

Page53



May 31, 2016

Roof Systems of Virginia 501 Jefferson Davis Highway Richmond, VA 23224 (804) 231-2875

Subject: Contractor Certification

To Whom It May Concern:

This is to confirm that Roof Systems of Virginia, Richmond VA is a GAF Master Roofing Contractor for Single Ply, RUBEROID® and GAFGLAS® Roofing Systems. Roof Systems of Virginia is eligible to obtain a GAF Diamond Pledge (NDL) guarantee for up to 20 years provided that all current GAF application and specification requirements are met and procedures followed.

If you have any questions please call 1-800-766-3411. Thank you for choosing GAF.

Sincerely,

Jame R. Slauro

Jim Slauson Vice President, Certification Programs GAF



April 1, 2016

ROOF SYSTEMS OF VA INC 501 JEFFERSON DAVIS HY RICHMOND, VA 23224

Phone: 1-804-231-2875 Fax: 1-804-231-6326

To Whom It May Concern:

Please be advised that a Johns Manville Approved Roofing Contractor Agreement (the "Agreement") presently exists between Johns Manville Roofing Systems Group and the above named contractor located at the above address. The Agreement stipulates that Johns Manville will issue Peak Advantage Guarantees for Johns Manville systems listed below.

System	Term
APP; BUR; SBS Asphalt Applied; SBS Heat Welded; SBS Cold Applied; EPDM; PVC; TPO	all
none	

These guarantees will be issued to the above-named contractor in accordance with all procedures and requirements of the Johns Manville Peak Advantage Guarantee Program. This Agreement is subject to cancellation by either Johns Manville Roofing Systems Group or the above named contractor upon thirty (30) days written notice to the other party of the Agreement.

Sincerely,

**Guarantee Services** 

For questions related to this communication, please contact: Guarantee Services Johns Manville Roofing Systems 10100 W. Ute Avenue | Mailstop R-15 | Littleton, CO 80127 GSU@jm.com | 800.922.5922 | Fax: 877.403.1747



**BUILDING TRUST** 

# Roof Systems of Virginia, Inc. Approved as Sika Sarnafil Elite Roofing Contractor

Samafil

Richmond, VA – January 2015 – Sika Samafil has approved **Roof Systems of Virginia**, **Inc.** as an Elite level roofing contractor for installation of Sika Samafil roofing systems. The company is among a selected group of roofing contractors recognized for their commitment to high quality roofing installations.

Every Sika Sarnafil approved contractor goes through a rigorous training and evaluation program to assure that they meet Sika Sarnafil's high standards. In addition, each contractor is evaluated and rated annually on a variety of technical and business criteria and classified into one of three categories – Elite, Alliance and General – with Elite being the highest level of achievement.

"We are pleased to recognize Roof Systems of Virginia, Inc. as a Sika Sarnafil Elite Roofing contractor," said Brian Whelan, senior vice president of Sika Sarnafil. "Elite level roofing contractors are the best in the business, having demonstrated an unparalleled commitment to quality and the roofing industry."

For information on the roofing services of Roof Systems of Virginia, Inc., call 804-231-2875.

Sika Sarnafil has more than 50 years of experience in providing thermoplastic, single ply membranes for a wide range of roofing and plaza deck waterproofing applications. The company is known for its high quality, long lasting membranes and systems that help building owners achieve a sustainable roofing solution. Sika Sarnafil is a division of Sika Corporation. Visit the Sika Sarnafil website at usa.sarnafil.sika.com.

#### Tremua Incorporated

2520 Locust Grove Lane, Virginia Beach. VA 23456



Shelton N. Clough, Jr., P.E., CSI, CDT Consultant Office / Fax: 757-721-6202 Mobile: 757-617-7663 e-mail: msclough@cox.net

### 4/26/2016

## MEMO

To:	Whom it may concern
From:	Shelton N. Clough, Jr., P.E. Tremco, Inc.
Re:	Roof Systems of Virginia, Inc.

This is to confirm that Roof Systems of Virginia, Inc. is a Tremco, Inc. approved contractor in good standing. Tremco, Inc. offers hot applied, cold applied, and torch applied components and systems and Roof Systems of Virginia, Inc. is approved for all of Tremco's systems and applications methods. They are qualified to receive any of the warranties offered by Tremco, Inc.

Signed:

Shelton N Sh. M. I.E.

Shelton N. Clough, Jr., P.E.



2108 W. Laburnum Ave., #300 (23227) PO Box 17370 Richmond, VA 23226 Office (804) 678-5000, Fax (888) 751-3010

May 31, 2016

RE: Surety Capabilities for Roof Systems of Virginia, Inc. - Richmond, VA

Project: VCU- Roofing Repair Term Contract, RFP #6924365SP

To Whom It May Concern:

It has been the privilege of BB&T Insurance Services to represent Roof Systems of Virginia, Inc. for more than twenty (20) years. The current surety is Fidelity and Deposit Company of Maryland, who has provided surety bonds on behalf of Roof Systems of Virginia, Inc. for over five (5) years. In our opinion, Roof Systems of Virginia, Inc. remains properly financed, well equipped, and capably managed.

At the present time, Fidelity and Deposit Company of Maryland provides a \$5,000,000 single project / \$10.000,000 aggregate surety program to Roof Systems of Virginia, Inc.

Fidelity and Deposit Company of Maryland is listed on the U.S. Treasury Department's Listing of Approved Sureties, and is rated "A+" (Superior) with financial size category of XV (\$2 Billion +) by A.M. Best Company. Fidelity and Deposit Company of Maryland is licensed to transact business in the Commonwealth of Virginia.

Our willingness to issue Payment and Performance bonds is contingent upon our being satisfied with all of the prevailing underwriting conditions at the time of the request including but not limited to, acceptable job specifications, contract terms, bond forms, and confirmation of financing for the project.

We assume no liability to third parties or to you by the issuance of this letter. Should you have any questions, please feel free to contact me.

Sincerely,

Verona Aprilar of

Veronica Hodkin Fox Attorney-in-Fact Fidelity and Deposit Company of Maryland

v	Virginia Department of Minority Business Enterprise - Small, Women	http://www.dmbe.virginia.gov/cgi-bin/search.cgi
	Virginia. 20V Online Services   Commonwealth Sites   Help   Governor	Search Virginia.gov GD
	Home >> Small, Women and Minority (SWaM) Vendors Search >> SWaM Search Results	Contact Us   Search this Site ; 50
	Smatl. Women and Minority (SWaM) Vendors Search	<< Return to the SWaM Vendors Search
	Search by <b>company name = Roof Syst</b> The following result(s) sorted by company ra	
		Total 1 search result(s)
	SWaM SWaM Expiration Company Name/Mailing Address	Pcard Description of Services
	<ul> <li>650326 01-28-2018 ROOF SYSTEMS OF VA, INC. Doing Business As: 501 JEFFERSON DAVIS HIGHWAY RICHMOND, VA 23224 Contact: MALCOLM L, NUNN, JR. Phone: (804)231-2875 Fax: (804)231-6326</li> </ul>	N NIGP Code and Description 14560 ROOFING AND ARCHITECTURAL SHEET METAL
	Note	

MS or WS in the SWaM Type column indicates the business also has small business certification.
 Before printing, ensure that your browser print setup is set to landscape.

Expiration date with \* indicates that business is pending for recertification.

Expiration date with "indicates that business currently has 'Provisionally Approved' status. The Department of Minority Business Enterprise (DMBE) must receive all required supporting documents 15 days prior to the expiration date to allow processing or the certification will automatically expire. Company name with \*\*\* indicates that business is a "Service Disabled Veteran owned" business.

1-1 of 1

Copyright © 2015, All Rights Reserved Virginia Department of Minonty Business Enterprise 1111 East Main Street, Suite 300 Richmond, VA 23219 Phone: (804) 786-6585 WAI Level A Compliant



# RFP – Addendum #1

DATE: 5/18/2016 ADDENDUM # 1 TO ALL OFFERORS:

Reference:	RFP# 6924365SP
Commodity/Title:	Roofing Repair Term Contract
Issue Date:	May 6, 2016
Proposal Due:	June 1, 2016 @ 2:00 PM EST.
Pre-Proposal Conference:	May 18, 2016 @ 1:00PM EST

This Addenda includes the following information from the Pre- Proposal Conference dated May 18, 2016.

Notes from the Pre-Proposal Conference:

- 1) Question concerning existing warranties and/or manufacturers? Yes warranty's will be utilized where or when necessary.
- 2) Any buildings that have daily time restrictions? Yes, on weekends as well.
- What about access to the roofs? Most buildings have access but some historical houses do not.
- 4) Will repairs escalate to total replacement in house or through capital improvements? Yes can be both.
- 5) What is the building permit process? It is written in the Statement of Needs.
- 6) Any stipulations for subcontractors? It is written in the Statement of Needs.
- 7) When a need is determined how does the process work? Rotation type basis, work is kept equitable.
- 8) Expectation once a call is placed? It is written in the Statement of Needs.
- 9) How does the vendor specify roofs are under warranty? Specify in the proposals which warranty your firm is certified to work on.
- 10) Remember this contract is a time and material contract, the labor rate must be fully burdened to include, wages, overhead, administrative costs, travel, and all other cost including profit.
- Questions should be submitted via email to <u>spulis@vcu.edu</u> no later than Monday. May 23,
   2016 at 12:00PM EST. All questions asked, and responses will be provided by Tuesday,

May 24 2016 at 4:00PM EST. For any question(s) asked that may change the scope of the requirements a written addendum will be sent to all firms represented at the conference.12) The Conference Register is attached to this addendum.

NOTE: A signed acknowledgment of this Addendum must be received by this office either prior to the Proposal Due Date and hour <u>or</u> attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. <u>The original proposal document must also be signed</u>.

Very truly yours,

Ster Polo

Steven A. Pulis, VCO, VCCO, CUPO, FMP Category manager-Construction, A&E and Facilities.

I hereby acknowledge receipt of Addendum #1 for RFP# 624365SP-Roofing Repair Term Contract

Roof Systems of VA, Inc. Name of Firm (Vice President) and Signature/Title June 1, 2016 Date

# APPENDIX I

# PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

# The following definitions will be used in completing the information contained in this Appendix.

## Definitions

- Small business is an independently owned and operated business 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. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- Women-owned business is 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.
- Minority-owned business is 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.
- Minority Individual: "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
  - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
  - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
  - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
  - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

# PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN

### BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

List the names of the SWaM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

Name of Businesses:	SB, WO, MO:	Role in contract:	
N/A	N/A	N/A	
A			

### Commitment for utilization of DSBSD SWaM Businesses:

100 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed:	Vicki Smith	
Email:	vsmith@roofsys.com	
Phone:	804-231-2875	
Firm:	Roof Systems of VA, Inc.	

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:	MIBA MA
By (Signature):	( M/13/merter
Name Printed:	Joseph VV. Blanks, Jr.
Title:	Vice President
Email:	jblanks@roofsys.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <u>http://www.sbsd.virginia.gov/swamcert.html</u>) to fulfill the Offeror's commitment for utilization.

# APPENDIX II INVOICING AND PAYMENT

## Invoicing:

The Contractor shall submit a fully itemized invoice to <u>Virginia Commonwealth University</u>, <u>Accounts Payable and Support Services</u>, P. O. Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

### Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

### **Payment Methods**

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to <u>commcard@vcu.edu</u>.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <u>http://www.vcu.edu/treasury/VendorACH.htm</u>.

# Contractor must indicate the method of payment selected:

\_ Commercial Card Payment (Wells Fargo VISA)

Х

Automated Clearing House (ACH)

# Invoicing and Payment Method Acknowledgement:

Signature:		
Name Printed:		
Title:		
Name of Firm:		
Date:		

Millienter					
Joseph W. Blanks, Jr					
Vice President					
Roof Systems of VA, Inc.					
June 1, 2016					

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual:	Vicki Smith		
Title:	Controller		
Mailing address:	501 Jefferson Davis Highway		
	Richmond, VA 23224		
Email address:	vsmith@roofsys.com		
Phone number:	804-231-2875		
Fax number:	804-231-6326		

AC	ORD	
6		

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS		
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES		
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED		
REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to		

	e terms and conditions of the policy ertificate holder in lieu of such endors			ndorsen	nent. A stat	ement on th	is certificate does not confe	er rights to the
PRO	DUCER			CONTAC NAME:	T Debbie	Isbell		,
Rigg	s, Counselman, Michaels & Downes		-	PHONE	804 237	75916	FAX (A/C, No): (80	4) 237-5901
4200	) Innslake Drive Suite 303			PHONE (A/C, No, E-MAIL	EXI): Dichall		(A/C, N0):	.,
Gler	n Allen, VA 23060			ADDRESS: Disounder eind. com				
(804	) 237-5900							NAIC #
							alty Company (EMC)	
INSU				INSURE	RB: Builders	Mutual Insura	ice Company	10844
	f Systems of Virginia, Inc			INSURER C : QBE Specialty Insurance Company 11				11515
	Jefferson Davis Highway			INSURER D :				
Rich	umond, VA 23224			INSURE	RE:			
				INSURE				
co	VERAGES CER	TIFICAT	TE NUMBER: 811063	Integration	<u></u>		REVISION NUMBER:	
IN C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIREM PERTAIN	MENT, TERM OR CONDITION ( , THE INSURANCE AFFORDE S. LIMITS SHOWN MAY HAVE I	OF ANY ED BY 1 BEEN R	CONTRACT HE POLICIE EDUCED BY	OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPECT T D HEREIN IS SUBJECT TO AL	O WHICH THIS
INSR LTR	TYPE OF INSURANCE	INSR WV	D POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
Α	GENERAL LIABILITY		5X32927		5/1/2016	5/1/2017	DAMAGE TO BENITED	,000,000
	X COMMERCIAL GENERAL LIABILITY						PREMISES (Ea occurrence) \$ 1	00,000
	CLAIMS-MADE X OCCUR							,000
	X PD Ded - \$2,500						PERSONAL & ADV INJURY \$ 1	,000,000
							GENERAL AGGREGATE \$ 2	,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2	,000,000
	POLICY X PRO- JECT LOC						\$	
Α	AUTOMOBILE LIABILITY		5X32927		5/1/2016	5/1/2017	COMBINED SINGLE LIMIT \$ 1 (Ea accident)	,000,000
	X ANY AUTO						BODILY INJURY (Per person) \$	
	ALL OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident) \$	
	AUTOS AUTOS X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE \$	
							() of debidding \$	
Α	X UMBRELLA LIAB X OCCUR		5X32927		5/1/2016	5/1/2017	EACH OCCURRENCE \$ 5	,000,000
C	X EXCESS LIAB CLAIMS-MADE		MQSX200005913		5/1/2016	5/1/2017		,000,000
	*r		MQ6A200003313		5/1/2010	5/1/2017		,000,000
В	DED X RETENTION \$ 10,000		PWC1010381 01		4/1/2016	4/1/2017	X WC STATU- TORY LIMITS	,000,000
D	AND EMPLOYERS' LIABILITY Y/N		1 W C1010581 01		4/1/2010	4/0/2017		00.000
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						00,000
	(Mandatory in NH)							00,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 5	00,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC eral Proof of Insurance	LES (Attac	ch ACORD 101, Additional Remarks S	Schedule,	if more space is	s required)		

CERTIFICATE HOLDER	CANCELLATION		
VCU Risk Management PO Box 843040 Richmond, VA 23298	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
	AUTHORIZED REPRESENTATIVE		
	Aller R. Counceliven		

Client # 57363 Mst # 16/17 MAIN GL/AU/UM/ Subject ACORD 25 (2010/05) The AC © 1988-2010 ACORD CORPORATION. All rights reserved.

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# CERTIFICATE ATTACHMENT Riggs, Counselman, Michaels & Downes, Inc.

Named Insured: Roof Systems of Virginia, Inc

Certificate Holder: VCU Risk Management

Description of Operations/Locations/Vehicles/Restrictions/Special Items: