



VCU Procurement Services

CONTRACT PRICING UPDATE

DATE: 1/16/2024
CONTRACT TITLE: Skilled Trades
CONTRACT NO: C0003176
CONTRACTOR: Roofing Innovations, LLC

PRICING:

The pricing and classifications for Contract C0003176 as noted in Attachment A – Material Pricing List and Attachment B for Roofing Innovations LLC will be added to the contract effective immediately.

All other pricing, terms and conditions of Contract C0003176 shall remain unchanged and in full force and effect.

RESPONSE:

Roofing Innovations, LLC

Name of Firm

Signature

Mark Babb

Name Printed

Chief Operating Officer

Title

1/16/24

Date

Roofing Innovations, LLC**Material Pricing List**

Updated on: 9/27/23

Virginia Commonwealth University

RFP#: 159580008

This material pricing list is not all-inclusive of materials we have used on different projects for our customers. This does constitute the majority of products used for roofing repairs. It is also representative of pricing for different manufacturers. We typically use Mulehide products, if the customer requests we use a different brand of roofing materials, the pricing may differ.

ITEM CODE	PRODUCT DESCRIPTION	QTY	U-M	Coverage	UNIT PRICE
58MHP11048	MULEHIDE 1.0"ISO		SQ		\$123.50
58MHP11548	MULEHIDE 1.5"ISO		SQ		\$148.50
58MHP12048	MULEHIDE 2.0"ISO		SQ		\$198.00
58MHP12248	MULEHIDE 2.2"ISO		SQ		\$217.00
58MHP12648	MULEHIDE 2.6"ISO		SQ		\$257.50
58MHP12748	MULEHIDE 2.7"ISO		SQ		\$267.00
58MHP13048	MULEHIDE 3.0"ISO		SQ		\$297.00
	1/8" per foot AA Panel .5" to 1.0"		PC		\$15.34
	1/8" per foot A Panel 1.0" to 1.5"		PC		\$25.56
	1/8" per foot B Panel 1.5" to 2.0"		PC		\$35.78
	1/8" per foot C Panel 2.0" to 2.5"		PC		\$46.00
	1/4" per foot X Panel 0.5" to 1.5"		PC		\$20.44
	1/4" per foot Y Panel 1.5" to 2.5"		PC		\$40.90
	1/2" per foot Q panel 0.5" to 2.5"		PC		
	MULEHIDE 1/2" HD Coverboard		SQ		\$189.00
	MULEHIDE DENS DECK PRIMED 1/4" 4'x8'		SQ		\$166.00
	MULEHIDE DENSE DECK PRIMED 1/2" 4x8		SQ		\$182.00
	MULEHIDE DENS DECK PRIMED 5/8" 4x8		SQ		\$187.00
	MULEHIDE DENS DECK PRIMED 1/4" 4'x4'		SQ		\$171.00
	MULEHIDE DENS DECK PRIMED 1/2" 4'x4'		SQ		\$187.00
	MULEHIDE DENS DECK PRIMED 5/8 4'x4'		SQ		\$191.00
	Non- Reinforced EPDM .060 Black		SFT		\$1.85
	Add per SFT for 3" Pre-Taped Membranes		SFT		\$0.16
	Add SFT for 6" pre-taped membranes		SFT		\$0.23
	Reinforced .060 TPO (White, Gray, Tan)		SFT		\$1.70
	Reinforced .050 PVC (White, Gray, Tan)		SFT		\$2.32
	Reinforced .060 PVC (White, Gray, Tan)		SFT		\$2.69
	Reinforced .060 PVC Minimum (White)		SFT		\$2.86
	Reinforced .050 PVC KEE (White, Gray, Tan)		SFT		\$2.81
	Reinforced .060 PVC KEE (White, Gray, Tan)		SFT		\$3.18
	HP Protective Mat		Roll	4500 sft	\$2,528.00
	.045 RMSI/3" Tape				\$520.00
	.045 IRMSI/2 rows 3" Tape				\$848.00

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ITEM CODE	PRODUCT DESCRIPTION	QTY	U-M	Coverage	UNIT PRICE
	Black Uncured EPDM Flashing				\$672.00
	Curb Wraps				
	In Seam Tape White 3"			100	\$244.00
	In Seam Tape White 6"			100	\$374.00
	In Seam Tape Black 3"			100	\$204.00
	In Seam Tape Black 6"x25'			25	\$62.00
	In Seam Tape Black 6"			100	\$326.00
	Black Cured Cover Tapes 6"			100	\$622.00
	Black Cured Cover Tapes 6"x25'			25	\$162.00
	Black Cured Cover Tapes 9"			100	\$892.00
	Black Cured Cover Tapes 12"			50	\$622.00
	White Cured Cover Tapes 6"			100	\$718.00
	White Cured Cover Tapes 6"x25'			25	\$188.00
	White Cured Cover Tapes 9"			100	\$954.00
	White Cured Cover Tapes 12"			50	\$770.00
	Black Uncured Flashing Tapes 6"			100	\$718.00
	Black Uncured Flashing Tapes 6"x25'			25	\$184.00
	Black Uncured Flashing Tapes 9"			50	\$542.00
	Black Uncured Flashing Tapes 12"			50	\$710.00
	White Uncured Flashing Tapes 6"			100	\$758.00
	White Uncured Flashing Tapes 9"			50	\$574.00
	White Uncured Flashing Tapes 12"			50	\$782.00
08MHTAPR1	Tape Primer				\$82.00
08MHTAPRQ	Tape Primer				\$34.00
08MHEPLV1	Tape Primer				\$198.00
08MHEPLVQ	Tape Primer				\$52.00
	EPDM Bonding Adhesive		Gallon	5	\$280.00
	EPDM Bonding Adhesive		Gallon	5	\$502.00
	EPDM Bonding Adhesive		Gallon	1	\$118.00
	EPDM Bonding Adhesive		Gallon	5	\$516.00
	EPDM Bonding Adhesive		Gallon	5	\$730.00
	Splice Adhesives - Black		Gallon	1	\$130.00
	SPLice Adhesives - White		Gallon	1	\$122.00
	Pourable Sealer 2-Part		Gallon		\$180.00
	Pourable Sealer 1-Part		1/2 Gallon		\$130.00

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ITEM CODE	PRODUCT DESCRIPTION	QTY	U-M	Coverage	UNIT PRICE
	Water Cut-Off Mastic		Tube		\$18.00
	Universal Single-Ply Sealant		Tube		\$20.00
	Black Lap Sealant		Tube		\$22.00
	Premolded Pipe Boots (Fits 1" to 6") - White		EA		\$118.00
	Premolded Pipe Boots (Fits 1" to 6") - Black		EA		\$84.00
	Pre-Cut Corners/Tape 7"x9" - White		EA		\$36.00
	Pre-Cut Corners/Tape 7"x9" - Black		EA		\$22.00
	T-Joint Patches - Black 6"		EA		\$12.00
	T-Joint Patches - Black 12"		EA		\$20.00
	Pourable Sealer Pockets 4" Black		EA		\$104.00
	Pourable Sealer Pockets 6" Black		EA		\$112.00
	Pourable Sealer Pockets 8" Black		EA		\$118.00
	Pourable Sealer Pockets 6" White		EA		\$132.00
	Walkway Pads/Tape - Black		EA		\$76.00
	Walkway Pads/Tape - White		EA		\$98.00
	.060 Non-Reinforced TPO Flashing (White, Gray, Tan)				
	12"x50'		EA		\$412.00
	24"x50'		EA		\$766.00
	.060 Non-Reinforced TPO Flashing (Medium Bronze, Pat)		Roll		
	24"x50'				\$1,194.00
	TPO PS Cover Strip/Tape 6"x100' (White, Gray, Tan)				
	6"x100'		Roll		\$778.00
	Tellow PS Warning STRip 6"x100'		Roll		\$814.00
	TPO PS RUSS 6"x100' - White		Roll		\$518.00
	TPO PS RUSS 10"x100' - White		Roll		\$798.00
	TPO Bonding Adhesive				
	Regular Solvent Base		5 gallon		\$318.00
	Low VOC Bonding Adhesive		5 gallon		\$530.00
	Aqua Base		5 gallon		\$730.00

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ITEM CODE	PRODUCT DESCRIPTION	QTY	U-M	Coverage	UNIT PRICE
	TPO Cut Edge Sealant				
	Clear				\$48.00
	Low VOC				\$68.00
	Thermoplastic (one-Part) pourable sealer		1/2 Gallon		\$156.00
	Primers and Cleaners				
	TPO Primer			250 sf/gallon	\$102.00
	Low VOC Primer			250 sf/gallon	\$52.00
	Weathered Membrane Cleaner			400 sf/gallon	\$234.00
	Low VOC Weathered Membrane Cleaner			400 sf/gallon	\$390.00
	TPO Split Pipe Boot (White, Gray, Tan)				
	1" Split Pipe Boot				\$90.00
	2" Split Pipe Boot				\$94.00
	3" Split Pipe Boot				\$94.00
	4" Split Pipe Boot				\$96.00
	5" Split Pipe Boot				\$98.00
	6" Split Pipe Boot				\$100.00
	TPO Split Pipe Boot (Medium Bronze, Patina Green, Rock Brown, Slate Gray, Terra Cotta)				
	1"			ea	\$102.00
	2"			ea	\$104.00
	3"			ea	\$106.00
	4"			ea	\$108.00
	5"			ea	\$112.00
	6"			ea	\$114.00
	TPO Moulded Sealant Pockets				
	White			11.6"x6" oval	\$98.00
	Gray			11.6"x6" oval	\$98.00
	Tan			11.6"x6" oval	\$98.00
	TPO Universal Corners (White, Gray, Tan)				
	White				\$26.00
	TPO Outside Corners (White, Gray, Tan)				\$26.00

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ITEM CODE	PRODUCT DESCRIPTION	QTY	U-M	Coverage	UNIT PRICE
	TPO Outside Corners (Medium Bronze, Patina Green, Rock Brown, Slate Gray, Terra Cotta)				\$30.00
	TPO Inside Corners (White, Gray, Tan)				\$26.00
	TPO Inside Corners (Medium Bronze, Patina Green, Rock Brown, Slate Gray, Terra Cotta)				\$30.00
	TPO T-Joint Patches (White, Gray, Tan)				\$2.00
	TPO T-Joint Patches (Medium Bronze, Patina Green, Rock Brown, Slate Gray, Terra Cotta)				\$4.00
	TPO Coated Metal (White, Gray, Tan)				\$696.00
	TPO Coated Metal (Medium Bronze, Patina Green, Rock Brown, Slate Gray, Terra Cotta)				\$916.00
	TPO Walkway Pads (white, gray, tan)				\$1,400.00
	TPO Universal Pipe Boot (White, Gray, Tan)				\$90.00
	TPO Universal Pipe Boot (Medium Bronze, Patina Green, Rock Brown, Slate Gray, Terra Cotta)				\$90.00
	TPO Drop Scuppers (Medium Bronze, Patina Green, Rock Brown, Slate Gray, Terra Cotta)				
	2"				\$116.00
	3"				\$130.00
	TPO Thru Wall Scuppers (Medium Bronze, Patina Green, Rock Brown, Slate Gray, Terra Cotta)				
	3" (3"x3"x16")				\$298.00
	4" (4"x4"x16")				\$328.00
	6" (6"x6"x16")				\$378.00
	TPO Breather Vents (Medium Bronze, Patina Green, Rock Brown, Slate Gray, Terra Cotta)				
	1 Way				\$120.00
	2 Way				\$120.00
	TPO RVO Vent Collar Combo (Medium Bronze, Patina Green, Rock Brown, Slate Gray, Terra Cotta)				
	1 Way				\$168.00
	2 Way				\$168.00

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ITEM CODE	PRODUCT DESCRIPTION	QTY	U-M	Coverage	UNIT PRICE
	F5 Air and Vapor Barrier				\$548.00
	F5 Air and Vapor Barrier Accessories				
	CCW-702				\$578.00
	CCW-702LV				\$736.00
	Aeroweb Low-VOC Contact Adhesive				\$1,460.00
	6' Hose (For Aeroweb)				\$166.00
	12' Hose (For Aeroweb)				\$206.00
	18' Hose (For Aeroweb)				\$268.00
	Spray Gun w/ 24" Extension				\$916.00
	Spray Gun				\$446.00
	Spray Gun Replacement Tips				\$154.00
	Low-Voc Un-Tack				\$668.00
	All Purpose Bar	50	Tube		\$834.00
	TB-75	50	Tube		\$898.00
	TB-90	50	Tube		\$1,008.00
	TB-125	50	Tube		\$1,314.00
	RD-100	50	Tube		\$746.00
	Drill Point Fasteners #12 (Insulation Only)				
	1 5/8"	1000	Pail		\$156.00
	2 1/4"	1000	Pail		\$188.00
	3"	1000	Pail		\$252.00
	4"	1000	Pail		\$344.00
	5"	1000	Pail		\$450.00
	6"	1000	Pail		\$542.00
	7"	500	Pail		\$374.00
	8"	500	Pail		\$420.00
	HDP Fasteners #14				
	1 1/2"	100	Pail		\$190.00
	2"	100	Pail		\$200.00
	2 1/2"	100	Pail		\$232.00
	3"	100	Pail		\$276.00
	3 1/2"	100	Pail		\$356.00

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ITEM CODE	PRODUCT DESCRIPTION	QTY	U-M	Coverage	UNIT PRICE
	4"	100	Pail		\$416.00
	4 1/2"	100	Pail		\$462.00
	5"	100	Pail		\$568.00
	5 1/2"	100	Pail		\$628.00
	6"	100	Pail		\$704.00
	7"	500	Pail		\$412.00
	8"	500	Pail		\$458.00
	9"	250	Pail		\$312.00
	10"	250	Pail		\$364.00
	11"	250	Pail		\$384.00
	12"	250	Pail		\$406.00
	EHD Fasteners #15 ((Extra Heavy Duty)				
	1 1/4"	1000	Pail		\$288.00
	2"	1000	Pail		\$328.00
	3"	1000	Pail		\$402.00
	4"	1000	Pail		\$510.00
	5"	1000	Pail		\$668.00
	6"	500	Pail		\$414.00
	7"	500	Pail		\$534.00
	8"	500	Pail		\$616.00
	9"	250	Pail		\$338.00
	10"	250	Pail		\$450.00
	11"	250	Pail		\$472.00
	12"	250	Pail		\$534.00
	14"	250	Pail		\$882.00
	16"	250	Pail		\$1,006.00
	18"	250	Pail		\$1,286.00
	20"	250	Pail		\$1,484.00
	22"	250	Pail		\$1,704.00
	24"	250	Pail		\$1,792.00
	Metal Galvalume 3"	1000	Pail		\$336.00
	Metal Galvalume Plates 2.4"	1000	Pail		\$462.00
	Low-Rise Adhesive Tanks (A&B)				\$2,920.00
	Tanks Nozzle Tips				\$12.00

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ITEM CODE	PRODUCT DESCRIPTION	QTY	U-M	Coverage	UNIT PRICE
	Tanks Nozzle 14" Extension				\$8.00
	Tank Replacment Gun and 25' Hose				\$466.00
	Low-Rise Adhesive Cartridges				\$180.00
	Low-Rise Adhesive 5 gal jug (A&B)				\$1,672.00
	Low-Rise Adhesive 15 gal drums (A&B)				\$3,932.00
	Low-Rise Adhesive 50 gal drums (A&B)				\$12,096.00

Attachment B

Roofing Innovations, LLC

Services Pricing List

Updated on: 9/27/23

Virginia Commonwealth University

RFP#: 159580008

Service	U-M	UNIT PRICE
Temporary Emergency Repair	1 visit (2 hours onsite)	\$300.00
Roof health Assessment	1 visit	\$1,000.00
Preventive Roof Maintenance	initial visit, plus subsequent follow-up	Varies based on roof
Water Test	5 Square feet	\$500.00

MASTER SERVICES AGREEMENT

CONTRACT #: C0003176

This Master Services Agreement (“MSA”) is made and entered into as of the date the last authorized signature is affixed hereto by Roofing Innovations LLC, (“Contractor”) and Virginia Commonwealth University, a corporation and an institution of higher education of the Commonwealth of Virginia, (“VCU”). Contractor and VCU are sometimes referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Contractor provides various skilled trade services;

WHEREAS, VCU desires to use skilled trade services on an as-needed and optional-use basis;

WHEREAS, Contractor is willing to offer skilled trade services to VCU in a manner described herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **SERVICES.** Contractor shall provide to VCU skilled trade services as set forth in Appendix II, Conditions of Award, and any statements of work or similar document later agreed upon between the Parties.
2. **ENTIRE AGREEMENT.** This Master Services Agreement (MSA), Appendix II, Appendix III will serve as the complete contract between Contractor and VCU. The contract between Contractor and VCU may include statements of work (SOW), a data protection addendum (DPA), or other similar documents as necessary. In the event of a conflict among the contract documents, the order of precedence will be: this MSA, Appendix II, if applicable, the DPA, SOW, and then the RFP.
3. **TERM and RENEWAL OF CONTRACT.** The term of this MSA commences on the date of the last affixed signature and ends on December 31, 2023. This MSA will renew under the terms and conditions of the original MSA without intervention, for seven (7) additional one (1) year periods until December 31, 2030.
4. **EFFECTIVE DATE.** This MSA is binding on the date of the last affixed signature.
5. **FEE.** VCU shall pay Contractor a fee in accordance with Appendix II and Pricing as agreed upon in Appendix III and as agreed between the Parties. Unless set forth otherwise in Appendix II, all invoices shall be paid net 30 days following receipt of a proper invoice, services rendered, or goods delivered, whichever is later pursuant to and in accordance with Code of Virginia §§ 2.2-4347 through 2.2-4354 known as the Virginia Prompt Payment Act.
6. **MISCELLANEOUS.** This MSA may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. The relationship between VCU and Contractor created by this MSA is that of independent contractors. Nothing contained herein shall be construed as constituting any other relationship between VCU and Contractor. Contractor shall not assign this MSA to another party without the written consent of VCU. The conditions and covenants herein contained shall ensure to the benefit of and are binding upon the parties hereto, their personal representatives, successors and permitted assigns. As a registered vendor in eVA and/or RealSource, Contractor is responsible for the security of its portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor’s account. VCU will not be responsible for a third party’s fraudulent collection of VCU payments due to the Contractor’s failure to update or protect its account information.
7. **DEPOSIT.** VCU shall not be required to pay a security deposit.

8. GENERAL TERMS AND CONDITIONS

- A. **APPLICABLE LAW AND COURTS:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia without regard to choice of law principles. The Parties agree that all disputes arising under this Contract shall be brought in the state or federal courts located in Richmond, Virginia. To the extent any provision of the Contract is prohibited by Virginia law, or is otherwise not authorized by Virginia law, due to VCU's status as an agency of the Commonwealth of Virginia, such provision is null and void. Each party shall be responsible for its own legal fees and costs unless otherwise ordered by a court of law.
- B. **ARBITRATION:** Neither Party shall be compelled to arbitrate any matter or otherwise be subject to any form of alternative dispute resolution, but may request and/or opt to participate in alternative dispute resolution in its sole discretion.
- C. **WAIVER OF CLAIMS:** Notwithstanding anything contained herein to the contrary, VCU is an agency of the Commonwealth of Virginia and as such, pursuant to Va. Code § 2.2-514, cannot waive or settle legal claims that VCU may have against another party nor may VCU bestow any right or obligation that is beyond the duly granted authority of the signatory to bestow or incur on behalf of the Commonwealth of Virginia.
- D. **ANTI-DISCRIMINATION:** Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1). In every Contract over \$10,000 the provisions in 1. and 2. below apply:
1. During the performance of this Contract, the Contractor agrees as follows:
 - a. VCU is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - B. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor who performs work relative to this RFP.

- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Contractor certifies that it does not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. ANTITRUST: By entering into a Contract, Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- G. ASSIGNMENT OF CONTRACT: The Contract shall not be assignable by Contractor in whole or in part without the written consent of the University.
- H. TESTING AND INSPECTION: To the extent applicable, VCU reserves the right to conduct any testing/inspection it may deem advisable to assure goods and services conform to the specifications/Contract.
- I. TERMINATION OF CONTRACT:
 - 1. Either Party may terminate this Contract if the other Party materially breaches this Contract and such breach is not cured within thirty (30) days after written notice to the breaching Party.
 - 2. University reserves the right to terminate this Contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor.
 - 3. Either Party may terminate this Contract after the initial twelve (12) months of this Contract upon sixty (60) days written notice to the other Party.
- J. CHANGES TO THE CONTRACT: Changes may be made to the Contract:
 - 1. The parties may agree to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed by the parties as a part of their written Contract to modify the scope of the Contract. Contract pricing shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - 2. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.
 - 3. Material, substantive modifications, changes, and amendments to the Contract must be in a writing executed by authorized representatives of each party.
- K. TAXES: Contractor acknowledges all sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- L. FAILURE TO DELIVER GOODS OR SERVICES: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have.

- M. SHIPPING: Contractor shall ship all goods FOB destination at the actual freight rate based upon the actual weight of the goods to be shipped.
- N. INSURANCE: Contractor certifies it will have the following insurance coverages, and any insurance otherwise required by applicable law, throughout the entire term of the Contract, as well as renewal terms. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies all insurance coverage will be provided by insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia. Minimum Insurance Coverages and Limits Required for Most Contracts:
1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (applicable only if motor vehicle is to be used in performance of this Contract)
 5. Cyber Security Liability - \$5,000,000 (applicable as determined by the University)
- O. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) includes the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor providing services under this Contract. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.
- P. NONDISCRIMINATION: As applicable, federal law requires compliance with the following:
1. 41 CFR § 60-1.4 Equal Opportunity Clause prohibiting discrimination on the basis of race, color, religion, sex, or national origin.
 2. 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability (60-741.5(a)) and protected veteran status (41 CFR 60-300.5(a)), and require affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans.
- Q. FERPA: To the extent that University provides to Contractor any identifiable student information, including

student address, phone number and email address, the University hereby designates Contractor as a school official with a legitimate educational interest in using such student information, and Contractor agrees to use such information only for the purpose of fulfilling its obligations under this Contract. Contractor further agrees not to disclose any such student information to any individual other than the student except as required by applicable law, rule or regulation or court or governmental order or as authorized in writing by the University or the individual student. Contractor acknowledges that this protection of student information is necessary for the University's compliance with the Code of Virginia section 23.1-405(C) and the federal Family Educational Rights and Privacy Act (FERPA).

- R. **CONFIDENTIAL INFORMATION:** "Confidential Information" means all information of a party ("Disclosing party") disclosed or made available to the other party ("Receiving party") that (i) is clearly marked or identified as such at the time of disclosure or within a reasonable time thereafter; or (ii) should be reasonably known by the Receiving party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential Information of VCU shall include, but not be limited to information about VCU personnel and students of VCU to the extent such information is not available to the public domain in accordance with the laws of the Commonwealth of Virginia and FERPA. Contractor shall use its reasonable efforts to prevent and protect Confidential Information from unauthorized use or disclosure, with at least the same degree of care that Contractor uses to protect its own confidential and proprietary information, but in no event less than a reasonable degree of care under the circumstances. Each Party will only disclose the other Party's Confidential Information to its employees, consultants, or subcontractors only on a need-to-know basis, provided that such employees or subcontractors are subject to confidentiality obligations no less restrictive than those contained herein. Upon the completion of the services and upon request of VCU, Contractor shall return all Confidential Information received in written format, including copies or reproductions or other media containing Confidential Information within seven (7) days of such request.
- S. **VA FOIA:** Nothing contained herein is intended to limit VCU's compliance with the Virginia Freedom of Information Act ("VFOIA"). For clarity, contracts and pricing between VCU and its vendors are not considered to be exempt from VFOIA requests.
- T. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless VCU, the Commonwealth of Virginia, and their officers, employees and agents from any claim, damage, liability, injury, expense or loss, including defense costs and attorneys' fees, arising from Contractor's negligence under this Agreement. Accordingly, VCU shall promptly notify Contractor of any claim or action brought against VCU in connection with this Agreement. Upon such notification, and at the request and direction of VCU and/or the Office of the Attorney General, Contractor will immediately defend any such claim or action pursuant to the provisions and requirements of § 2.2-514 of the Code of Virginia.
- U. **LIMITATION OF LIABILITY:** Contractor shall be liable for the direct damages caused by the negligence of itself, its officers, employees, and agents in connection with this Contract or any goods, services, actions, or omissions relating to this Contract.
- V. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the University. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the University with 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.
- W. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this Contract and all subcontractors that Contractor may utilize, using best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of subcontractors and of persons

employed by them as Contractor is for the acts and omissions of its own employees.

- X. **STATUTORY DAMAGES:** VCU is not authorized to waive damages granted or otherwise available by statute.
- Y. **SOVEREIGN IMMUNITY:** VCU is an agency of the Commonwealth of Virginia and is afforded the protection of sovereign immunity under Virginia law. Any claims against VCU or the Commonwealth are subject to the requirements established under Virginia law for bringing such claims against VCU or the Commonwealth, including the Virginia Tort Claims Act (Va. Code §§ 8.01-195.1 et seq.) and other applicable statutes relating to claims against the Commonwealth or its agencies. Notwithstanding any other provision, nothing in this Contract shall be deemed to be or construed as a waiver of VCU's or the Commonwealth's sovereign immunity, or any other applicable requirements under Virginia law for bringing claims against VCU or the Commonwealth. The total cumulative liability of the University, its officers, employees, and agents in connection with this Contract or in connection with any goods, services, actions or omissions relating to this Contract, shall not under any circumstance exceed payment of the maximum purchase price.
- Z. **FORCE MAJEURE:** Neither Party will be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either Party's reasonable control, including without limitation, war, strikes or labor disputes, civil disturbances, fires, natural disasters, pandemics, including if VCU, in its sole discretion, must close a campus location or take other restrictive actions due to concerns related to the COVID-19 pandemic or acts of God. If the delay or failure in the performance of the Party claiming Force Majeure continues for thirty (30) days or more, then the Party not claiming Force Majeure may terminate this Agreement by written notice to the other Party without penalty. Any funds paid will be reimbursed pro rata based on Services not provided.
- AA. **AUDIT:** 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 University, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- BB. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VCU shall be bound hereunder only to the extent the funds are appropriated, or otherwise made available, from the Virginia General Assembly or other funding source, or which funds may hereafter be provided for the purpose of this Contract.
- CC. **ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides than those specifically solicited. The University reserves the right, subject to mutual contract, for Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Contract.
- DD. **PAYMENT TO SUBCONTRACTORS:**
1. Contractor awarded a contract under this solicitation is hereby obligated to pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 2. To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 3. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an

obligation of the Commonwealth.

- EE. REALSOURCE REGISTRATION: This Contract shall result in a purchase order or purchase orders issued via VCU's source-to-pay platform, RealSource. Contractor shall register in RealSource upon award of contract. For information on registering, visit realsource.vcu.edu. Registration is free, and registered vendors shall have access to purchase order, invoice, and payment information. Contractor is responsible for the security of its RealSource portal account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of the Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to the Contractor's failure to update or protect its account information. If this is a cooperative procurement, this clause shall apply to orders placed by VCU only.
- FF. eVA REGISTRATION AND FEES: Contractor agrees to self-register with the Commonwealth of Virginia's electronic procurement system, eVA (information on eVA can be found at <http://www.eva.virginia.gov>), and agrees to maintain self-registered status for the duration of this Contract. The Commonwealth shall assess eVA transaction fees as specified below for each order resulting from this Contract. The Vendor Transaction Fee is:
1. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 2. 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, approximately 30 days after the corresponding purchase order is issued and the invoice is payable 30 days after the invoice date.

Contractor is responsible for the security of its eVA account, including restricting access to it, maintaining the confidentiality of login information, and taking any other actions necessary to protect the security of Contractor's account. VCU will not be responsible for a third party's fraudulent collection of VCU payments due to Contractor's failure to update or protect its account information.

- GG. SWAM REPORTING: Contractor will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Contractor will submit the quarterly SWAM business reports, based upon the Contractor's proposed commitment to:

VCU SWaM Reporting
E-mail: swamreporting@vcu.edu

The quarterly SWAM business reports will contain the following information:

- a. SWAM firms' name, address and phone number with which Contractor has contracted over the specified quarterly period.
- b. Contact person at the SWAM firm who has knowledge of the specified information.
- c. Type of goods and/or services provided over the specified period of time.
- d. Total amount paid to the SWAM firm as it relates to the University's account.

9. SPECIAL TERMS AND CONDITIONS

- A. ADVERTISING: Contractor shall not state in any of its advertising or product literature that the University, the Commonwealth of Virginia, or any agency or institution of the Commonwealth has purchased or uses its products or services.

- B. TRADEMARKS/LOGOS: The University retains all rights, title and interest to its trademarks, logos and other intellectual property. Contractor shall first submit a request in writing to the VCU Division of University Relations prior to use of any VCU marks, name, or logos.
- C. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to University during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.
- D. NOTIFICATION OF WORK: While working in a University building, the Contractor shall have no more than two (2) minutes to notify the Operations Center at (804) 828-9364, if Contractor or its sub-contractor set off the alarm and/or hear an active alarm. Failure to notify the Operations Center could result in a fine from City of Richmond Fire Department and OEHS issuing a stop work.

All Contractors working in a University building are required to check in and check out daily with the FMD Operations Center at (804) 828-9444 and provide the following information:

- 1) Responsible person name (the responsible person must remain on-site)
 - 2) Responsible person cell number
 - 3) Company Name
 - 4) Number of people working
 - 5) Location (Building, Floor, Room)
 - 6) Nature of the Work
- E. ASBESTOS: Whenever and wherever during the course of performing any work under this Contract, the Contractor discovers the presence of asbestos or suspects that asbestos is present, Contractor 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.
 - F. RADIATION/CHEMICAL/BIOLOGICAL HAZARD AREAS: The personnel employed by the Contractor shall be capable employees, trained and qualified to perform specified services. If the Contractor is to perform work in areas posted with radiation warning signs and/or chemical/biological hazard signs, prior to the commencement of the Contract, the Contractor shall contact: (1) the Office of Environmental Health and Safety's (OEHS) Radiation Safety Section (804) 828-9131 for training information as required by the NRC and the Commonwealth of Virginia, and (2) the Chemical/ Biological Safety Section (804) 828-4866 for training information in the handling of hazardous materials as required by OSHA, and other regulatory agencies. Radiation Safety and Chemical/Biological Safety will provide the Contractor with the appropriate training information for radiation work areas and hazardous materials. The Contractor shall be responsible for training its employees with the information provided by VCU. New employees are required to receive training prior to working in posted areas. A copy of the training roster shall be submitted to OEHS at the end of each month in which training has occurred. Refresher training shall be conducted by the Contractor and reported to VCU annually. Any additional training requirements identified by VCU shall be coordinated with VCU's Contract Administrator, OEHS, and the Contractor.
 - G. CONVENIENCE TO GENERAL PUBLIC AND PROPERTY OWNERS: All work covered under this Contract 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 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 Facilities Management.

- H. AS-BUILT DRAWINGS: The Contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide the Commonwealth with maintenance manuals, and parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists, and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- I. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other contract 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. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to VCU 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.
- K. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- L. LABELING OF HAZARDOUS SUBSTANCES: If the items or products included in the Contract or used to perform the requirements of the Contract are "Hazardous Substances" as defined by § 1261 of the United States Code (U.S.C.) or "Pesticides" as defined in § 136 of Title 7 of the United States Code, then the Contractor, by submitting his proposal, certifies and warrants that the items or products to be delivered under this Contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products the Contractor does not violate any of the prohibitions of Title 15 U.S.C. § 1263 or Title 7 U.S.C. § 136.
- M. MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be provided with the proposal for each chemical and/or compound offered. Failure on the part of the Contractor to submit such data sheets may be cause for declaring the proposal as nonresponsive.
- N. MAINTENANCE MANUALS: The Contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- O. PREVENTIVE MAINTENANCE: The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the warranty period.
- P. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation.
- Q. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- R. WORK ESTIMATES (TIME AND MATERIAL CONTRACTS): Under this time and material Contract, the Contractor shall furnish VCU with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the Contractor's hourly rates specified in the Contract, and the total material cost. Material costs shall be billed at the Contractor's actual invoice costs (Contractor shall furnish

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

- S. **EXTRA CHARGES NOT ALLOWED:** The Contract price shall reflect all fees to be incurred for the performance of the Contract, including all applicable freight and installation charges. Any additional fees that arise during the performance of the Contract shall only be paid if approved by the University prior to incurring such fees.
- T. **ADDITIONAL USERS OF CONTRACT:** It is the University's intent to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution, or any University-related foundation (Additional Users) may access this Agreement if authorized by Selected Firm.

To that end and if agreeable with the Contractor, upon written request from Additional Users the Contractor may allow access to the contract. Although the University desires to provide access on such contract to Additional Users, the Contractor is not required to provide such access. A Contractor's willingness to provide this access to Additional Users, will not be a consideration in awarding this contract. Although the Additional Users have access to any resulting contract, Additional Users are not bound to use the contract and any use of the contract is strictly optional.

If the Additional Users choose to access the contract and the Contractor agrees to such access, the terms and conditions of the contract will be in full force and effect as between the Additional Users 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 an Additional User accessing the contract. The Contractor understands and agrees that it shall not have any recourse against VCU with respect to any claim it may have against another Additional User that accessed this contract.

- U. **CRIMINAL BACKGROUND INVESTIGATION:** If Contractor employees and agents will be on the VCU campus, or have access to protected data as defined herein, Contractor must comply with the following: Contractor shall ensure that its employees, full-time or part-time, including newly hired, re-hired, seasonal, and/or temporary, who may have access to VCU confidential or proprietary information, or data about VCU personnel or students, have passed a criminal background check pursuant to the Code of Virginia, § 2.2-1201.1. Criminal background checks shall comply with the standards set forth in VCU's employment policies found at:

<http://www.policy.vcu.edu/sites/default/files/Criminal%20Conviction%20Investigations.pdf>

Specifically, Contractor shall ensure an investigation is conducted by a third-party vendor utilizing courthouse records and national databases to obtain records within the past seven (7) years. Convictions related to drugs, violence and/or sexual behavior are generally considered job related due to the nature of the VCU environment and the need to provide reasonable levels of protection for students, patients, employees, visitors, and institutional resources.

- V. **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. Contact FMContracts@vcu.edu for information on VCU Affiliate ID Cards upon receipt of a purchase order.

- W. REPRESENTATIONS AND WARRANTIES: All representations and warranties made by University are made to the best of its knowledge at the time the representation or warranty is made. University will use its best efforts to comply with all conditions and restrictions on its accounts and the services provided hereunder.
- X. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. VCU will not assume any responsibility for receiving these shipments. Contractor shall check with VCU and make necessary arrangements for security and storage space in the building during installation.

10. NOTICES.

All notices, requests, demands and other communications which are required or permitted to be given under this MSA shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective Party hereto.

Contractor:

Name of Contractor: Roofing Innovations LLC
 Attention: Hayden Young
 Street Address: 1607 Rhoadmiller St, Suite A
 City, State, Zip: Richmond, VA 23220
 Phone: 804 447 8426
 Email: hayden@roofinginnovation.com

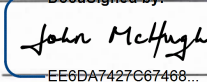
VCU:

Virginia Commonwealth University
 Procurement Services
 912 W. Grace Street, 5th Fl
 Richmond, VA 23284
 procurement_services@vcu.edu

IN WITNESS WHEREOF, the Parties to this MSA by their duly authorized representatives have executed this MSA the day and year below.

Virginia Commonwealth University

Name: John McHugh
DocuSigned by:


Signature: 
EE6DA7427C67468...

Title: Director, Procurement Services

Date: 5/3/2023

Roofing Innovations LLC

Name: Hayden Young

Signature: 

Title: Member

Date: 12/06/22

APPENDIX II

1. Firm Information

A. Brief history of the firm. Provide information on your firm or provide current VASCUPP Contract Information. Please select only one of the options in Section A.

- I have a VASCUPP Contract and would like to use the existing VASCUPP Contract. I agree to all "Conditions of Award Below".

VASCUPP Contract Number: _____

Issuing Institution: _____

- I have a VASCUPP Contract, but would like to submit my information for the new solicitation. I have provided the same rates or more competitive rates than other contracts.

VASCUPP Contract Number: UCPJMU6175

Issuing Institution: James Madison University

- I do not have an existing VASCUPP Contract and have provided a brief history of my firm.

[Click or tap here to enter text.](#)

B. Choose the discipline(s) you are applying for below. You may choose more than one discipline if your firm is properly licensed in providing multiple services. Copies of licensing must accompany proposal.

- Pump and Motor Rebuild/Repair
- Door Installation, Maintenance and Repair to include a wide variety such as overhead doors, automatic doors, etc.
- Window Installation Maintenance and Repair
- Custom Millwork and Cabinetry
- Roofing Maintenance and Repair
- Parking & Drain Installation, Maintenance and Repair
- Generator Maintenance and Repair
- Fume Hood Installation, Maintenance and Repair
- Utility Location Services
- Fire System Installation, Maintenance and Repair to include sprinklers, fire pumps and associated components
- Building Automation and Fire Alarm System Installation, Maintenance and Repair

- Electrical Installation, Maintenance and Repair
- Thermal Insulation Services to include but not limited to piping insulation
- Masonry Maintenance and Repair
- Landscaping and Arborist Services
- Waterproofing
- Graffiti Removal and Pressure Washing Services
- Auditorium Seating Maintenance
- Fence Installation and Repair to include a wide variety of fencing
- Fall Protection Installation, Repair and Certifications
- Flooring Installation and Repair
- Plumbing Installation, Maintenance and Repair
- Duct Cleaning
- Carpentry

C. Experience

Provide a capabilities statement for all disciplines you are applying for. You may attach additional pages.

See attachment "Capability and Warranty Statements"

D. Business License, Trades License, or other applicable licensing. Please attach additional pages if necessary.

- Vendor Agrees to maintain required licensing for the discipline applied for.

License Type: Class A Contractor License Number: 2705173006

License Type: Business License License Number: 46210

License Type: _____ License Number: _____

License Type: _____ License Number: _____

License Type: _____ License Number: _____

License Type: _____ License Number: _____

E. Warranty

See attachment "Capability and Warranty Statements"

2. Conditions of Award

Please check each box below confirming agreement with the conditions of award. Terms that contain a check box must be checked to confirm acceptance.

A. RealSource/eVA Registration

- The Contractor agrees to maintain or become registered as a vendor within the VCU RealSource Vendor Registration network upon being invited to register **and** Contractor agrees to maintain or become self-registered as a vendor with eVA.

B. Small, Minority & Woman Owned Business (SWaM) Certification / SWaM Plan

- The Contractor is either currently certified with the [Department of Small Business and Supplier Diversity \(DSBSD\)](#) as a Small, Women, and Minority Owned (SWaM) and/or Service Disabled Veteran-Owned Business and/or agrees to commit to the percentage listed below for SWaM Participation.

100 % SWaM Participation will be maintained during contract

If you are a SWaM Certified vendor fill out the information below:

817697 Certification Number

Small, Micro Certification Type (Small, Women, Minority, Veteran)

C. Detailed Scope of Work, Response Time and Reporting

- The Contractor will provide a detailed quote at the request of VCU, summarizing specific services, deliverables, delivery dates and cost in accordance with the contract – without additional terms or conditions requiring VCU signature. The contract terms and conditions will govern all quotes.
- The Contractor will respond to emergency requests no later than 4 hours and non-emergency requests no later than 24 hours.
- The Contractor will check in with the VCU Operations Center 804-828-9444 upon arrival at Campus and check out when leaving VCU.

D. Purchase Orders

- The Contractor will accept a VCU issued Purchase Order as the commitment to start a project and will not start work on a project until a Purchase Order is received. If a blanket Purchase Order is established, Contractor will not start work without a notice to proceed notification or a work order number.

E. Invoicing

- The Contractor agrees to invoice in accordance with the procedures outlined in the VCU Purchase Order and instruction provided by VCU.

F. Payment Method

- Virtual Card (Net 20)
- ACH - Paymode-X Premium (Net 20)
- ACH - Paymode-X Basic (Net 30) **and** Early Payment Discount (EPD)

- Paper Check (Net 30). We encourage you to offer an EPD
- Other

<https://procurement.vcu.edu/for-suppliers/vendor-invoicing--payment/>

G. Early Payment Discounts (EPD)

VCU encourages the Contractor to consider expedited payment terms for a discount. Multiple EPD terms are available. If applicable, please select an EPD term below.

- 2.0% Net 15 / Net 30
- 1.5% Net 20 / Net 30
- 0.5% Net 25 / Net 30
- Other (e.g., 3.0% Net 15 / Net 30) *Paymode-X Premium selected, no early payment required

H. Fees

Pricing must be submitted by completing Appendix III. The fee structure includes rates charged for all personnel classifications or service that may be provided to VCU. Pricing will mainly be time and material or unit pricing, however, lump sum pricing may be requested at VCU’s discretion.

Labor rates must be fully burdened and inclusive of travel, overhead, profit and incidentals.

VCU reserves the right to engage in further negotiations.

I. Insurance Requirements

- Contractor agrees to maintain minimum insurance requirements as stated in the MSA.

3. Acceptance

Contractor Name: Roofing Innovations LLC

This document will be incorporated into the Master Services Agreement (MSA) between your Firm and the VCU. The contract between your Firm and VCU may include statements of work, a data protection addendum, or other similar documents as necessary. The MSA will have precedence over all other contract documents.

Representative Name:	Hayden Young
Title:	Member
Date:	12/06/2022

Electronic Signature: By typing the name of the firm’s authorized representative/signatory into the field above, the firm certifies that it is providing a binding “Electronic Signature” and further specifically validates that the individual affixing the Electronic Signature below is fully authorized to bind the firm with respect to the goods, services, pricing, terms and conditions listed herein. **No award will be made without a fully executed MSA.**

SKILLED TRADES APPENDIX III - PRICE SCHEDULE

Time and Materials

<i>Job Classification</i>		Regular Hourly Rate (7:30am to 4:00pm)	Overtime Hourly Rate (After 4:00pm / Weekends / Holidays)
1	Hourly Crew Rate	\$71.82	\$107.73
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

This price schedule **shall** include fully burdened Labor Rates including, but not be limited to the following: wages, overhead, administrative costs, travel, incidentals, and profit. **Materials are to be provided at cost.**

Unit Pricing

<i>Item or Service</i>		Unit of Measure Included	Cost
1	Temporary Emergency Repair Program (TERP)	1 Visit (1.5 Hrs)	\$300.00
2	Preventative Roof Maintenance	Per sq ft of roof area	\$0.07
3	Permanent Repairs	1 Visit	Varies based on scope of repair
4			
5			
6			
7			
8			
9			
10			
11			
12			

Roofing Innovations LLC Capability Statement

Roofing Innovations LLC is applying for the Roofing Maintenance and Repair discipline. Our company is uniquely suited to this specialty, as it is the core of our business. We believe in extending the serviceable life of a roof/asset. We demonstrate this in the way we promote repairs over unneeded roof replacements and by providing services to help our customers deal with emergencies and plan for repairs. The leading edge of our service offering is the **Temporary Emergency Repair (TERP)**, followed by our **Permanent Repairs**, and then **Preventive Roof Maintenance**. In addition to our focus on repairs, we are fully capable of performing full roof replacement projects if needed.

One of our most utilized services is our **Temporary Emergency Repair Program (TERP)**. For a flat fee of \$300, we send out a team of roof technicians within 48-72 hours of contact with our client to diagnose and spot fix the active leak (see link below for a short video detailing our process). By doing this, we prevent the leak from continually damaging more of the internal areas of the building. While these repairs often solve the problem permanently, that is not always the case. Therefore, when performing the **TERP**, our roof technicians inspect the roof area surrounding the leak and make notes and take pictures of any deficiencies they find.

This leads to another of our services – **permanent repairs**. After the roof technicians record the deficiencies, Roofing Innovations will provide you with a detailed proposal showing pictures of the problem areas and the permanent solution we determine to be most appropriate for your needs. If a permanent repair proposal is approved within 90 days of the **TERP**, the cost of the **TERP** will be deducted from your final bill (see attached *exhibit A* for example of proposal and reporting).

Proactive **maintenance** is essential to maintaining your manufacturer's warranty and prolonging the serviceable life of your roof. Our low slope roof maintenance addresses areas of a roof system most likely to fail. Roofing Innovations inspects all roof drainage systems, flashings, and penetrations. We also identify roof components, note deficiencies, and provide a roof plan based on your budget and goals. This regularly scheduled maintenance also provides you with peace of mind as we address any issues that may result in unexpected leaks or other issues (see attached *exhibit B* for example of maintenance report).

<https://roofinginnovation.com/perm-and-temp-repairs/#explainer>

Roofing Innovations LLC Warranty Information

All our repairs carry a warranty that is appropriate for the type of work performed. For Temporary Emergency Repairs we warranty the work for 30 days. For Permanent Repairs, we warranty the work for two years. The warranty is simple. If, during the warranty period the work we performed did not stop the water, we will honor the warranty and perform the work at no additional charge.

If we return for the warranty and find that our prior work stopped the water, but water is entering from a new location, then a new service ticket will be opened and will be billed as a new Temporary Emergency Repair.