

COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT

Contract Number: VTS-2956-2026

This contract entered into this 4th day of August 2025 by Carolina Restoration & Waterproofing Inc. hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Polytechnic Institute and State University called "Virginia Tech."

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

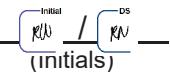
SCOPE OF CONTRACT: The Contractor shall provide Caulking and Sealant Services to Virginia Tech as set forth in the Contract Documents.

PERIOD OF CONTRACT: From August 4, 2025 through August 3, 2026 with the option of four (4) one-year renewals.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Virginia Tech in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed contract, Request for Proposal (RFP) number 049302514 dated May 2, 2025, the proposal submitted by the Contractor dated May 2, 2025 and the negotiation summary, all of which Contract Documents are incorporated herein.

ELECTRONIC TRANSACTIONS: If this paragraph is initialed by both parties, to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1, the parties do hereby expressly authorize and consent to the use of electronic signatures as an additional method of signing and/or initialing this contract and agree electronic signatures (for example, the delivery of a PDF copy of the signature of either party via facsimile or electronic mail or signing electronically by utilizing an electronic signature service) are the same as manual executed handwritten signatures for the purposes of validity, enforceability and admissibility.

 / 

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

Contractor
By: 
(Signature)
Richard Wood 8/5/2025

Name and Title

Virginia Tech
By: 
Reed Nagel
DocuSigned by:
Reed Nagel
5EF51DA320D049B...

Assistant Vice President and
Director of Procurement

RFP



Request for Proposal # 049302514

For

Caulking and Sealant Services

May 2, 2025

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

RFP # 049302514, Caulking and Sealant Services

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until June 2, 2025 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Kim Widrig, Senior Buyer Phone: (540) 231- 8543 e-mail: kdcromer@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on May 16. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

***Please note, proposal submission procedures have changed effective March 2023.**

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

Vendors will need to sign up through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu. It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

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

AUTHORIZED SIGNATURE: _____ Date: _____

[INCLUDE THIS PAGE]

I. **PURPOSE:**

This Request for Proposal (RFP) seeks to solicit proposals to establish a contract through competitive negotiations by Virginia Polytechnic Institute and State University (Virginia Tech), an agency of the Commonwealth of Virginia.

Virginia Tech consists of approximately 213 buildings ranging from offices to residential houses. Virginia Tech is seeking qualified contractors who can perform caulking and sealant services for projects throughout the University.

II. **SMALL, WOMAN-OWNED AND MINORITY (SWAM) BUSINESS PARTICIPATION:**

The mission of the Virginia Tech supplier opportunity program is to foster inclusion in the university supply chain and accelerate economic growth in our local communities through the engagement and empowerment of high quality and cost competitive small, minority-owned, women-owned, and local suppliers. Virginia Tech encourages prime suppliers, contractors, and service providers to facilitate the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other inclusive and innovative relationships.

For more information, please visit: <https://www.sbsd.virginia.gov/>

III. **CONTRACT PERIOD:**

The term of this contract is for one (1) year(s), or as negotiated. There will be an option for four (4) one-year renewals, or as negotiated.

IV. **eVA BUSINESS-TO-GOVERNMENT ELECTRONIC PROCUREMENT SYSTEM:**

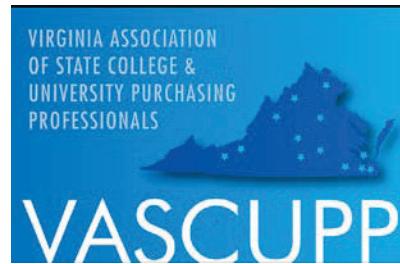
The eVA Internet electronic procurement solution streamlines and automates government purchasing activities within the Commonwealth of Virginia. Virginia Tech, and other state agencies and institutions, have been directed by the Governor to maximize the use of this system in the procurement of goods and services. *We are, therefore, requesting that your firm register as a vendor within the eVA system.*

There are transaction fees involved with the use of eVA. These fees must be considered in the provision of quotes, bids and price proposals offered to Virginia Tech. Failure to register within the eVA system may result in the quote, bid or proposal from your firm being rejected and the award made to another vendor who is registered in the eVA system.

Registration in the eVA system is accomplished on-line. Your firm must provide the necessary information. Please visit the eVA website portal at <http://www.eva.virginia.gov/pages/eva-registration-buyer-vendor.htm> and **register with eVA.** *This process needs to be completed before Virginia Tech can issue your firm a Purchase Order or contract.* If your firm conducts business from multiple geographic locations, please register these locations in your initial registration.

For registration and technical assistance, reference the eVA website at: <https://eva.virginia.gov/>, or call 866-289-7367 or 804-371-2525.

V. CONTRACT PARTICIPATION:



It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or Virginia Tech's affiliated corporations and/or partnerships may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify Virginia Tech in writing of any such entities accessing the contract, if requested. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract, as requested. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from Virginia Tech. Virginia Tech shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that Virginia Tech is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

VI. STATEMENT OF NEEDS/SCOPE OF WORK:

- A. Caulking and sealant systems, brick, block, windows, control joints, contraction joints, expansion joints in concrete and brick structures, stone, precast, roofing coping/flashing and concrete paving.
- B. Identification and application of appropriate sealant, the specification of which would be based upon design specifications, related to University needs.
- C. A detailed outline of plans including specification sheets for all materials/coating must be submitted for approval prior to use.
- D. The Contractor(s) will need to be knowledgeable in the use 1) Techcrete 2500 or Techcrete AdMix by Tecnorap; and 2) Dow Corning Parking Structure Sealants-NS SL FC (required for parking structure repairs). Alternative products may be submitted for review but must meet or exceed the requirement of Tecnorap's materials.
- E. The Contractor(s) shall provide all labor, materials, equipment and supervision with incidental services necessary to make needed repairs.
- F. Estimates of Work:

- a. The Contractor(s) who are selected shall be expected to provide a schedule for the project and written quote based on the prices provided herein. Each quote should provide the quantity of each contract billable unit required to perform the work specified under this contract. The work may only be performed by the Contractor after receiving a Purchase Order from Virginia Tech. If repairs are beyond the scope of this pricing, the Contractor(s) are expected to contact Virginia Tech with an explanation and a detailed quote/proposal for these repairs.
- b. Invoices submitted by the Contractor for work performed shall be itemized by each contract billable unity and the total dollar amount of the invoice(s) submitted shall not exceed the Contractor's written quote.
- c. Virginia Tech reserves the right to make or obtain other estimates prior to authorizing the Contractor to proceed in order to comply with the requirements of state regulations to determine price reasonableness. If the estimate is considered not to be reasonable, the Contractor will be asked to review the estimate and resubmit. If the revised estimate is still considered to be unreasonable, Virginia Tech reserves the right to obtain the work from another source.

G. Protection of Persons and Property:

- a. The Contractor shall protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by work performed under this contract.
- b. The Contractor shall also follow the latest version of the Virginia Work Area Protection Manual when applicable.
- c. Heavy duty 4-foot high diamond mesh orange plastic safety fence and supporting post may be required when pedestrians are in or around the work area. Recommend Jackson Safety Fence Diamond Orange 4x100, #3006607 or equal.
- d. All work areas shall have appropriate safety safeguards and precautions for day and night situations when applicable. This may include but not be limited to highly reflective signs and/or warning lights.

H. Execution:

- a. The time of the work is to be coordinated with Virginia Tech. At least 3 weeks prior to beginning work, Virginia Tech will explain the work and the date for the work to be done. If the Contractor cannot commit to that date, Virginia Tech may elect to use a different contractor. If the contractor does not perform the work on the date that was committed to (inclement weather notwithstanding), Virginia Tech may elect to use a different contractor in the future.
- b. Emergency Work: In cases of emergency (for example, a water line break under the roadway or parking lot) Virginia Tech reserves the right to use the first available contractor to repair damaged areas as soon as possible.
- c. Any disruption to traffic (vehicle, bike, sidewalk, etc.) must be coordinated and approved by Virginia Tech at least 3 weeks prior to start of work.
- d. Safety and Maintenance to Faculty, Staff, and Students is vital. The Contractor shall always maintain safe working conditions. All work shall follow the Virginia Work Area Protection Manual.

- e. Sidewalk traffic should be maintained when possible. Heavy duty 4-foot high diamond mesh orange plastic safety fence and supporting post may be required when pedestrians are in or around the work area. Recommend Jackson Safety Fence Diamond Orange 4x100, #3006607 or equal.

I. Construction Procedures:

- a. All sealant/caulking products are to be 100% silicone unless otherwise specified by the University.
- b. Removal of existing material: Removal of all existing caulking and sealant is required to create a clean substrate suitable for re-application.
- c. Surface Preparation: All surfaces shall be prepared in accordance with manufacture recommendations.
- d. Contractor shall provide a seamless caulking/sealant finish to ensure that all seals, cracks, etc. are completed at a professional grade standard.
- e. Testing: Contractors shall provide a manufacturer's technician adhesion pull test for applications as requested by the University. Any failure will result in the contractor having to correct the work.

J. Field Sampling, Testing, and Inspection:

- a. Virginia Tech reserves the right to require any and all testing as specified with testing and results to be done at the contractor's expense. Virginia Tech reserves the right to waive testing at any time.
- b. All samples and tests shall be taken at such locations and times as to correctly reflect the work, material, and/or final product throughout the project.
- c. All tests and inspections shall be made in the presence of Virginia Tech personnel unless otherwise instructed.
- d. Each phase of the services rendered shall be subject to Virginia Tech's inspection during the Contractor's operations and after completion of the tasks. Unsatisfactory work shall be corrected for re-inspection after 24 hours or, based on the magnitude of the tasks, after a reasonable span of time allowed for correction. Virginia Tech reserves the right to charge the Contractor any additional costs for Virginia Tech's inspection of any tasks that has not be performed satisfactorily at the time of request for inspection.

K. Other Requirements:

- a. Barricades: Contractor shall erect barricades to protect the work area from vehicles and pedestrians. Barricades shall not be removed from site until approved by Virginia Tech.
- b. Disposal of Debris: The Contractor shall transport all waste off Virginia Tech property and dispose of it in a manner that complies with Federal, state, and local requirements unless otherwise indicated by Virginia Tech.
- c. Schedule of Work: Except as specified, all work shall be performed during regular working hours, 7 a.m. until 4:30 p.m. on regular working days, Monday through Friday.

No work shall be scheduled or performed on Weekends or Holidays unless approved by Virginia Tech. In no event shall the Contractor perform work outside of regular working hours without prior approval by Virginia Tech.

- d. Fire Protection and Prevention: The Contractor shall perform work in a fire-safe manner. The Contractor shall supply and maintain adequate fire-fighting equipment capable of extinguishing fires in the early stages.
- e. Quality and Discipline of Employees: The Contractor shall continuously maintain adequate protection of all work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work of any unfit person or anyone not skilled in the work assigned.
- f. Duty to Protect Property: The Contractor shall continuously maintain adequate protection of all work from damage and shall protect all other property from damage, injury, or loss arising in connection with the work.
- g. Utilities: Virginia Tech will provide water as necessary for the performance of work. The Contractor shall supply all connections to water as needed. An air gap or back flow prevention shall be maintained at all times.
- h. Uniforms: All employees of the Contractor and Subcontractor shall wear uniforms or other appropriate Virginia Tech approved attire at all times to designate their affiliation with the Contractor.
- i. Safety Precautions: The Contractor shall comply with the rules and regulations of OSHA and the Department of Labor. The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances, and methods, and for any damage which may result from their improper construction, maintenance or operation. The contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, proper safeguards for the protection of workers and the public and shall post danger warnings against any hazards created by the construction operations. The Contractor shall designate a responsible member of his organization on the work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with Virginia Tech in writing with a copy to Virginia Tech Police, this person shall be the Superintendent of the Contractor.
- j. Existing Utilities: Verify with owner's Representative that the location of existing underground utilities in the area of work has been performed. If utilities are to remain in place, the Contractor shall provide adequate means of protection during operations. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation or other operations, consult Virginia Tech immediately for directions. The Contractor shall cooperate with Virginia Tech and utility companies in keeping respectable services and facilities in operation. The Contractor shall be responsible to contact Miss Utilities.
- k. Submission of List: As soon as possible, after notice of Work Order and in any event not later than three days prior to the time fixed in the Work Order, the Contractor will submit in writing to Virginia Tech a list of the names of Subcontractors and Contractor shall employ on the work. The list is to include all emergency contact phone / pager / cellular phone numbers of Contractor and Subcontractor. The list of Subcontractors is for the purpose of establishing what trades and portions of the work are to be performed under the Work Order.

L. Quality Assurance

- a. The Contractor shall take all measures necessary to control dust and mud on or near the work. Roads and walks shall be cleaned as necessary, to keep free of mud, dirt, dust or other debris.
- b. Virginia Tech may request documentation and/or testing to verify that work, materials, and final product meet or exceed applicable VDOT Specifications and Standards.

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

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

1. Provide an overview statement of your firm/company and its experience in providing the caulking and sealant services.
2. Describe your plan for providing the services outlined in the Scope of Work/Statement of Needs, including all the machinery, tools, and skills that will be utilized for these services. Outline your plan to supervise the work being performed and describe any quality control processes you will employ in performing these services.
3. Provide three (3) business references for whom your firm/company has provided similar services in scope and size within the last two years. Provide contact information of individuals familiar with the work you are using as a reference.
4. Provide detailed information about the warranty the Contractor or manufacturer shall provide for materials or workmanship. Please specify the length of the warranty as well as any other relevant information.
5. Provide a completed pricing sheet (Attachment E) for each service considered. Outline any additional costs or upcharges. Include normal hours of business and describe any overtime/holiday/emergency charges which may apply for each service considered.
6. Participation of Small, Women-owned and Minority-owned Business (SWAM) Business:

If your business cannot be classified as SWaM, describe your plan for utilizing SWaM subcontractors if awarded a contract. Describe your ability to provide reporting on SWaM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWaM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWaM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>

7. The return of the Submission Instruction page and addenda, if any, signed and filled out as required.

D. General Requirements

1. RFP Response: In order to be considered for selection, Offerors shall submit a complete response to this RFP to include;

a. **One (1) electronic document** in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the Virginia Tech online submission portal. Refer to page 2 for instructions.

Any proprietary information should be clearly marked in accordance with 2.d. below.

b. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the proposal and attachments **with proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on Page 1 of this RFP. This redacted copy should be clearly marked "*Redacted Copy*" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Virginia Tech shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

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

2. Proposal Preparation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Virginia Tech 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 Virginia Tech at its discretion. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be 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, subletter, 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 subletter 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 where the RFP requirements are specifically addressed.

d. Ownership of all data, material and documentation originated and prepared for Virginia Tech pursuant to the RFP shall belong exclusively to Virginia Tech 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, to prevent

disclosure the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials is submitted. The written request must specifically identify the data or other materials to be protected and state the reasons why protection is necessary. -The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Virginia Tech.—This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Virginia Tech will schedule the time and location of these presentations. Oral presentations are an option of Virginia Tech and may not be conducted. Therefore, proposals should be complete.

VIII. SELECTION CRITERIA AND AWARD:

A. Selection Criteria

Proposals will be evaluated by Virginia Tech using the following:

<u>Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purposes	15
2. Qualifications and experiences of Offeror in providing the goods/services	25
3. Specific plans or methodology to be used to provide the Services	20
4. Cost (or Price)	30
5. Participation of Small, Women-Owned and Minority (SWAM) Business	10
Total	100

B. Award

Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall then be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Virginia Tech shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Tech may cancel this Request for Proposal or reject proposals at any time prior to an award. Should Virginia Tech 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 this solicitation and the Contractor's proposal as negotiated.

Virginia Tech reserves the right to award multiple contracts as a result of this solicitation.

IX. INVOICES:

Invoices for goods or services provided under any contract resulting from this solicitation shall be submitted by email to vtinvoices@vt.edu or by mail to:

Virginia Polytechnic Institute and State University (Virginia Tech)
Accounts Payable
North End Center, Suite 3300
300 Turner Street NW
Blacksburg, Virginia 24061

X. METHOD OF PAYMENT:

Virginia Tech will authorize payment to the contractor as negotiated in any resulting contract from the aforementioned Request for Proposal.

Payment can be expedited through the use of the Wells One AP Control Payment System. Virginia Tech strongly encourages participation in this program. For more information on this program please refer to Virginia Tech's Procurement website: <http://www.procurement.vt.edu/vendor/wellsone.html> or contact the procurement officer identified in the RFP.

XI. ADDENDUM:

Any **ADDENDUM** issued for this solicitation may be accessed at <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>. Since a paper copy of the addendum will not be mailed to you, we encourage you to check the web site regularly.

XII. COMMUNICATIONS:

Communications regarding this solicitation shall be formal from the date of issue, until either a Contractor has been selected or the Procurement Department rejects all proposals. Formal communications will be directed to the procurement officer listed on this solicitation. Informal communications, including but not limited to request for information, comments or speculations regarding this solicitation to any University employee other than a Procurement Department representative may result in the offending Offeror's proposal being rejected.

XIII. CONTROLLING VERSION OF SOLICITATION:

The posted version of the solicitation and any addenda issued by Virginia Tech Procurement Services 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 Virginia Tech Procurement Services. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Tech reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

XIV. TERMS AND CONDITIONS:

This solicitation and any resulting contract/purchase order shall be governed by the attached terms and conditions, see Attachment A.

XV. CONTRACT ADMINISTRATION:

- A. Karen Heaton, Contracts Officer, Facilities, at Virginia Tech or their designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance.
- B. The Contract Administrator, or their designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Virginia Tech Procurement Department through a written amendment to the contract.

XVI. ATTACHMENTS:

Attachment A - Terms and Conditions

Attachment B – References

Attachment C – Price Schedule

ATTACHMENT A

TERMS AND CONDITIONS

RFP GENERAL TERMS AND CONDITIONS

See:

https://www.procurement.vt.edu/content/dam/procurement_vt_edu/docs/terms/GTC_RFP_02182022.pdf

ADDITIONAL TERMS AND CONDITIONS

- 1. ADDITIONAL GOODS AND SERVICES:** The University may acquire other goods or services that the supplier provides other than those specifically solicited. The University reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services newly introduced during the term of the Agreement.
- 2. AUDIT:** The Contractor hereby agrees to 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. Virginia Tech, its authorized agents, and/or the State auditors shall have full access and the right to examine any of said materials during said period.
- 3. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Virginia Tech shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 4. CANCELLATION OF CONTRACT:** Virginia Tech reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 5. CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Request for Proposal including all modifications thereof, the proposal submitted by the Contractor, the written results of negotiations, the Commonwealth Standard Contract Form, all of which shall be referred to collectively as the Contract Documents.
- 6. IDENTIFICATION OF PROPOSAL:** Virginia Tech will only be accepting electronic submission of proposals. All submissions must be submitted to the Virginia Tech online submission portal. Upon completion you will be directed to your Submission Receipt. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time. **Attachments must be smaller than 50MB in order to be received by the University.** Proposals may **NOT** be hand delivered to the Procurement Office.
- 7. NOTICES:** Any notices to be given by either party to the other pursuant to any contract resulting from this solicitation shall be in writing via email.
- 8. SEVERAL LIABILITY:** Virginia Tech will be severally liable to the extent of its purchases made against any contract resulting from this solicitation. Applicable entities described herein will be severally liable to the extent of their purchases made against any contract resulting from this solicitation.

- 9. CLOUD OR WEB HOSTED SOFTWARE SOLUTIONS:** For agreements involving Cloud-based Web-hosted software/applications refer to link for additional terms and conditions: http://www.ita.vt.edu/purchasing/VT_Cloud_Data_Protection_Addendum_final03102017.pdf
- 10. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Virginia Tech 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.
- 11. AS-BUILT DRAWINGS:** The contractor shall provide Virginia Tech 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 Virginia Tech with maintenance manuals, 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 Virginia Tech upon completion of the work and prior to final payment.
- 12. MATERIALS CONTAINING ASBESTOS:** The contractor shall not incorporate any materials into the work containing asbestos. The contractor shall not incorporate any material known by the contractor to contain a substance known to be hazardous to health when the building is occupied unless specifically approved by Virginia Tech or required by the specifications. If the contractor becomes aware that a material required by the specifications contains asbestos, it shall notify Virginia Tech immediately and shall take no further steps to acquire or install any such material.
- 13. CRIMINAL CONVICTION CHECKS:** All criminal conviction checks must be concluded before the Contractor's employees gaining access to the Virginia Tech Campus. Employees who have separated employment from Contractor shall undergo another background check before re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. All criminal conviction checks will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Virginia Tech reserves the right to audit a contractor's background check process at any time. All employees must self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If, any time during the term of the contract, Virginia Tech discovers an employee has a conviction which raises concerns about university buildings, property, systems, or security, the contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of the contract.
 - a. The University has an awarded contract with a service provider for criminal conviction screening and background checks. The University prefers this vendor be utilized by the Contractor to comply with the contractual obligations and University Policy 4060.
 - b. If Contractor chooses to utilize a different firm than the university's preferred provider, the Contractor's selected service provider shall be pre-approved by the Virginia Tech Police department as an acceptable service provider for criminal conviction and background checks to ensure that firm's service levels meet the requirements of University Policy 4060.
 - c. If a Contractor chooses to utilize a different firm than the university's preferred provider, a five-day hold will be required before placement of employees deemed by the Contractor to meet all of the requirements of the University including a clean background check. Contractor shall provide

the University with the name, date of birth and the last four digits of the social security number of all individual(s) to be placed in a temporary position under this contract. The University reserves the right to conduct its own background check process during this hold period.

14. ELECTRICAL INSTALLATION: All equipment/material shall conform to the latest issue of all applicable standards as established by National Electrical Manufacturer's Association (NEMA), American National Standards Institute (ANSI), and Underwriters' Laboratories, Incorporated (UL) or other Nationally Recognized Testing Laboratories (NRTL) currently listed with the US Department of Labor. All equipment and material, for which there are NEMA, ANSI, UL or other NRTL standards and listings, shall bear the appropriate label of approval for use intended.

15. EXTRA CHARGES NOT ALLOWED: The Proposal/Bid price shall be for complete installation ready for Virginia Tech use, and shall include all applicable freight and installation charges; extra charges will not be allowed.

16. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representatives 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.

17. INSPECTION OF JOB SITE: 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 Virginia Tech.

18. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

19. INSURANCE:

By signing and submitting a Proposal/Bid under this solicitation, the offeror/bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Virginia Tech reserves the right to require the contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$2,000,000.00 combined single limit. Virginia Tech and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$500,000.00
- E. Builders Risk – For all renovation and new construction projects under \$100,000 Virginia Tech will provide All Risk – Builders Risk Insurance. For all renovation contracts, and new construction from \$100,000 up to \$500,000 the contractor will be required to provide All Risk – Builders Risk Insurance in the amount of the contract and name Virginia Tech as additional insured. All insurance verifications of insurance will be through a valid insurance certificate.
- F. The contractor agrees to be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of

the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Virginia Tech, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.

20. 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.

21. ORDERS: Applicable departments, institutions, agencies and Public Bodies of the Commonwealth of Virginia may order by issuing a purchase order against any contract resulting from this solicitation.

22. PRICE ESCALATION/DEESCALATION: Price adjustments for changes in the contractor's price of materials, labor and transportation may be permitted. Request for price adjustments for any other reasons will not be granted. No price increases will be authorized for 365 calendar days after the effective date of the contract. Contractor shall give not less than 30 days advance notice prior to the annual renewal of the contract of any desired price increase.

23. The Contractor shall document the amount and proposed effective date of any general change in the price of materials, labor and transportation. Documentation shall be supplied with the contractor's request for increase which will (1) verify that the requested price increase is general in scope and not applicable just to Virginia Tech, and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. Failure by the contractor to supply the aforementioned verification with the request for price increase will result in a delay of the effective date of such increase. The Virginia Tech Procurement Department may verify such change in price independently. The Virginia Tech Procurement Department may make such verification as it deems adequate. However, any increase which the Virginia Tech Procurement Department determines is excessive, regardless of any documentation supplied by the contractor, may be cause for cancellation of the contract by the Virginia Tech Procurement Department. The Virginia Tech Procurement Department will notify the contractor in writing of the effective date of any increase which is approved. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustments of the old contract prices.

"Across the Board" price decreases are subject to implementation at any time and shall be immediately conveyed to Virginia Tech. The contractor is further advised that price decreases which affect the price of materials, labor, and transportation are required to be passed on to Virginia Tech immediately. Failure to do so will result in action to recoup such amounts.

24. SAFETY: The contractor bears sole responsibility for the safety of its employees. The contractor shall take all steps necessary to establish, administer, and enforce safety rules that meet the regulatory requirements of the Virginia Department of Labor and Industry (VDLI) and the Occupational Safety and Health Administration (OSHA). The contractor shall take steps as necessary to protect the safety and health of university employees, students, and visitors during the performance of their work. In addition, the contractor must also provide the university with a written safety program that it intends to follow in pursuing work under this contract. By entering into a contract with Virginia Tech, the contractor and its subcontractors agree to abide by the requirements described in Safety Requirements for Contractors and Subcontractors located on Virginia Tech's Environmental, Health and Safety Services (EHSS) web site at this URL <https://ehs.vt.edu/programs/occupational-safety/contractor-safety.html>. A copy of the publication may also be obtained by contacting EHS at 540/231- 5985. No work under this contract will be permitted until the university is assured that the contractor has an adequate safety program in effect.

25. SIDEWALK POLICY: Driving on sidewalks is allowed when there is no other way to get a needed vehicle to a designated place or building on campus. The vehicle operator shall be made aware that extreme caution shall be used to operate the vehicle in a way that will not be a hazard or hindrance to pedestrians using the walk. The contractor shall be responsible for any damage to turf and anything that is located adjacent to the walk. Parking an unattended vehicle on a sidewalk is strictly prohibited by State Law. The contractor is allowed to park a vehicle on a sidewalk if there is no other way to perform necessary work. The procedure to obtain a permit to operate a vehicle on sidewalks is the same as for the turf as outlined in Turf Policy. Any vehicle parked illegally on sidewalks shall be subject to ticketing, fines and towing if necessary.

26. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of Virginia Tech. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Virginia Tech 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 his subcontractor(s) and shall assure compliance with all requirements of the contract.

27. TURF POLICY: Parking or driving on campus turf or sidewalk is strictly prohibited, except as specifically directed or otherwise allowed by the Physical Plant Grounds Department. In this case, a turf permit must be obtained from Virginia Tech Parking Services and displayed by the vehicle. Turf parking is not allowed under the canopy of any tree on campus. Any vehicle parked illegally on turf or sidewalks shall be subject to ticketing and fines.

28. 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 Virginia Tech by any other clause of this solicitation. A copy of this warranty must be furnished with the Proposal/Bid.

29. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the contractor's expense.

Attachment B

REFERENCES: Offerors/Bidders shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

Organization #1:

Contact Person:

Address:

Phone Number:

Email:

Organization #2:

Contact Person:

Address:

Phone Number:

Email:

Organization #3:

Contact Person:

Address:

Phone Number:

Email:

ATTACHMENT C

PRICING SCHEDULE

Item	Unit Cost	Dow	Pecora	Unit
Equipment/Tools (specify below)				
1. 40' Lift				
2. 60' Lift				
3. 80' Lift				
4. 120' Lift				
5. Swing Stage				
6. Other:				
7. Other				
8. Other				
9. Other				
Caulking & Sealant per Linear Foot				
Control joints/contraction joints @ sidewalks up to 1/2"				LF
Control joints/contraction joints @ sidewalks over 1/2" to 1"				LF
Control joints/contraction joints @ sidewalks over 1"				LF
Height: 0' to 15' from ground standard				
Vertical & Horizontal Joints less than 1/2" wide				LF
Vertical & Horizontal Joints over 1/2" wide to 1"				LF
Vertical & Horizontal Joints 1" to 2" wide				LF
Vertical & Horizontal Joints over 2" wide				LF
Height: 16' – 40' from ground standard				
Vertical & Horizontal Joints less than 1/2" wide				LF
Vertical & Horizontal Joints over 1/2" wide to 1"				LF
Vertical & Horizontal Joints 1" to 2" wide				LF
Vertical & Horizontal Joints over 2" wide				LF
Height: 40' – 80' from ground standard				
Vertical & Horizontal Joints less than 1/2" wide				LF
Vertical & Horizontal Joints over 1/2" wide to 1"				LF
Vertical & Horizontal Joints 1" to 2" wide				LF
Vertical & Horizontal Joints over 2" wide				LF
Height: 80' – 110' from ground standard				
Vertical & Horizontal Joints less than 1/2" wide				LF
Vertical & Horizontal Joints over 1/2" wide to 1"				LF
Vertical & Horizontal Joints 1" to 2" wide				LF
Vertical & Horizontal Joints over 2" wide				LF

Proposal

Virginia Tech

Request For Proposal # 049302514

For

Caulking and Sealant Services

May 2, 2025

Submitted By



2070 E Lyon Station Rd
Creedmoor, NC 27522

919-528-6400



CAROLINA RESTORATION & WATERPROOFING, INC.

P.O. Box 1007
Creedmoor, N.C. 27522
Phone: (919) 528-6400

2070 E. Lyon Station Road
Creedmoor, NC 27522
Fax: (919) 528-4170

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P.O. Box 1007
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2070 E. Lyon Station Road
Creedmoor, NC 27522
Fax: (919) 528-4170

Proposal – Caulking and Sealant Services

RFP No. 049302514
CRW Proposal Number: NC250508
Date: May 30, 2025

Virginia Polytechnic Institute and State University (Virginia Tech)
Procurement Department (MC 0333)
North End Center, Suite 2100
300 Turner Street NW
Blacksburg, Virginia, 24601

Proposal Submission:
<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

VII. PROPOSAL PREPARATION AND SUBMISSION:

A. Specific Requirements

1. *Provide an overview statement of your firm/company and its experience in providing the caulking and sealant services.*
 - Carolina Restoration & Waterproofing Inc. (CRW), along with our parent company C.A. Lindman Inc., are nationally recognized, award-winning restoration firms. CRW has been honored by both the International Concrete Repair Institute (ICRI) and the Waterproofing Contractors Association (WCA) as a leader in the field, earning numerous local and national “Project of the Year” awards for excellence in concrete, masonry repair, and historic masonry restoration. Our current Experience Modification Factor (EMF) stands at an impressive 0.65, reflecting our ongoing commitment to safety and quality craftsmanship.
 - CRW is a large, experienced contractor that both self-performs work and operates as a General Contractor across more than 16 states. As a seasoned GC in the restoration industry, we have built strong, long-standing relationships with highly qualified and experienced subcontractors throughout the regions we serve. Given that many restoration projects stem from leaks, our ability to manage the full scope of work allows us to eliminate double mark-up for the owner and provide the necessary access equipment to complete the remediation efficiently. CRW maintains excellent working relationships with leading firms across all standard building trades—such as electrical, mechanical, plumbing, and fire sprinkler systems—as well as with specialty subcontractors, including those specializing in mold remediation, clean room environments, and flat concrete work.

CAROLINA RESTORATION & WATERPROOFING, INC.

A.1 Specific Requirements cont.

- C.A. Lindman proudly owns and maintains over five million dollars' worth of equipment, including swing staging, HEK platforms, system scaffolding, compressors, and a wide range of specialized tools essential for completing restoration projects of any size. This extensive inventory allows us to mobilize quickly, operate efficiently, and maintain full control over project timelines and safety standards, ensuring high-quality results on every job.
- CRW specializes in restoration work related to water leaks and water damage and has completed 102 projects around the university campus in the past eighteen (18) years.

2. *Describe your plan for providing the services outlined in the Scope of Work/Statement of Needs, including all of the machinery, tools, and skills that will be utilized for these services. Outline your plan to supervise the work being performed and describe any quality control processes you will employ in performing these services.*

- a) Equipment and Tools
 - CRW will utilize a range of industry-standard machinery and tools tailored to the specific requirements of the project. This may include, but is not limited to:
 - Scaffolding and lifts for access and elevation work.
 - Specialized hand and power tools for sealant removal and installation.
 - All equipment is regularly maintained and inspected to ensure optimal performance and job site safety.
- b) Skilled Personnel
 - CRW employs experienced restoration technicians and project managers who are qualified to perform these specialized services.
- c) Supervision and Project Oversight
 - Work will be supervised daily by a designated CRW site supervisor or project manager. Their responsibilities include:
 - Ensuring compliance with the project schedule and specifications.
 - Coordinating manpower and vendors.
 - Conducting regular jobsite walkthroughs.
 - Providing updates to the client as needed.
- d) Quality Control
 - Our quality control process includes:
 - Pre-task planning meetings to review scope, materials, and safety.
 - Perform mock-up to establish quality and workmanship standards.
 - Ongoing inspections and sign-offs.
 - A final walkthrough and punch list process to confirm completion.

CAROLINA RESTORATION & WATERPROOFING, INC.

A.2 Specific Requirements cont.

We are committed to delivering consistent, high-quality results that meet or exceed expectations while maintaining safety, communication, and accountability at every step of the project.

3. *Provide three (3) business references for whom your firm/company has provided similar services in scope and size for within the last two years. Provide contact information of individuals familiar with the work you are using as a reference.*
 - *Refer to Attachment B – References*

4. *Provide detailed information about the warranty the Contractor or manufacturer shall provide for materials or workmanship. Please specify the length of the warranty as well as any other relevant information.*
 - Carolina Restoration & Waterproofing Inc will provide a 1-year General Workmanship warranty. Sample warranty attached as Attachment C.
 - Material manufacturers warranty terms vary dependent on the material type.
 - Typical silicone sealants – 10 – 20 years
 - Typical urethane sealants – 5 – 10 years

5. *Provide a completed pricing sheet (Attachment E) for each service considered. Outline any additional costs or upcharges. Include normal hours of business and describe any overtime/holiday/emergency charges which may apply for each service considered.*
 - a. Refer to Attachment E

6. *Participation of Small, Women-owned and Minority-owned Business (SWAM) Business: If your business cannot be classified as SWAM, describe your plan for utilizing SWAM subcontractors if awarded a contract. Describe your ability to provide reporting on SWAM subcontracting spend when requested. If your firm or any business that you plan to subcontract with can be classified as SWAM, but has not been certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), it is expected that the certification process will be initiated no later than the time of the award. If your firm is currently certified, you agree to maintain your certification for the life of the contract. For assistance with SWAM certification, visit the SBSD website at <http://www.sbsd.virginia.gov/>*
 - CRW, as part of the C.A. Lindman Companies, is no longer classified as a SWAM (Small, Women-owned, and Minority-owned) company. However, we remain fully committed to supporting and partnering with SWAM-certified businesses. Throughout our work with Virginia Tech, we have consistently engaged numerous SWAM vendors and subcontractors. Below is a partial list of companies that have either supplied materials or been contracted by CRW on various Virginia Tech projects and are currently SWAM-certified or in the process of obtaining their SWAM certification.

CAROLINA RESTORATION & WATERPROOFING, INC.

A.2.6 Specific Requirements cont.

- Robert L. Faulkner & Son, Inc
- MDI Safety, Inc.
- Jarrett Sheet Metal, Inc.
- H.T. Bowling, Inc.
- Days Inn – Christiansburg, VA
- White Cap
- Ram-Tool

7. *The return of the Submission Instruction page and addenda, if any, signed and filled out as required.*

Refer to Attachment F – Submission Instruction page

Submitted by



Richard Wood, Vice President
Carolina Restoration & Waterproofing, Inc

Attachment B

REFERENCES: Offerors/Bidders shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

Organization #1: University of Carolina - Charlotte

Contact Person: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Organization #2: Wakefield Associates Inc

Contact Person: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

Organization #3: Trinity Partners

Contact Person: [REDACTED]

Address: [REDACTED]

Phone Number: [REDACTED]

Email: [REDACTED]

WARRANTY

Date:

Issued to:

Project: _____

Carolina Restoration & Waterproofing, Inc. warrants its workmanship on the above referenced project to be free of defects for a period of one (1) year from the above date. Under this warranty, Carolina Restoration & Waterproofing, Inc. will correct, at no charge, defects resulting from faulty material and workmanship. Carolina Restoration & Waterproofing, Inc.'s obligation hereunder shall be limited solely to the foregoing and shall be conditioned upon receipt by Carolina Restoration & Waterproofing, Inc. of written notice of any alleged defects promptly after discovery thereof within the warranty period. Absence of such claims in writing during this period will constitute a waiver of all claims with respect to such work. The foregoing is the exclusive remedy of the party to whom this warranty is issued.

This warranty is limited and does not extend to any defects resulting from other than faulty material and workmanship by Carolina Restoration & Waterproofing, Inc. Failure to make full payment for the completed work in accordance with the agreed payment terms shall cause this warranty to be null and void and of no further force and effect.

This comprises the entire warranty granted. No oral representations made by any officer, agent or employee of Carolina Restoration & Waterproofing, Inc. shall be binding unless specifically and expressly incorporated within.

NO OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL EXIST AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL CAROLINA RESTORATION & WATERPROOFING, INC. BE LIABLE FOR INJURY TO PERSON OR PROPERTY, LOSS OF BUSINESS OR PROFIT OR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

Carolina Restoration & Waterproofing, Inc.
2070 East Lyon Station Rd
Creedmoor, NC 27522

By:
Title: Authorized Agent for Carolina
Restoration & Waterproofing, Inc

ATTACHMENT E **PRICING SCHEDULE**

Item	Unit Cost	Dow	Pecora	Unit
Equipment/Tools (specify below)				
1. 40' Lift	\$ 1,775.00	week		
2. 60' Lift	\$ 2,225.00	week		
3. 80' Lift	\$ 3,420.00	week		
4. 120' Lift	\$ 5,584.00	week		
5. Swing Stage	\$ 1,440.00	week		
6. Other: Water Blaster	\$ 285.00	week		
7. Other Masonry Saw	\$ 201.00	week		
8. Other				
9. Other				
Caulking & Sealant per Linear Foot	Unit Prices are based on minimum of 1000/lf			
Control joints/contraction joints @ sidewalks up to 1/2"		\$ 6.95	\$ 6.68	LF
Control joints/contraction joints @ sidewalks over 1/2" to 1"		\$ 8.96	\$ 8.17	LF
Control joints/contraction joints @ sidewalks over 1"		\$ 9.74	\$ 9.17	LF
Height: 0' to 15' from ground standard				
Vertical & Horizontal Joints less than 1/2" wide		\$ 7.65	\$ 7.37	LF
Vertical & Horizontal Joints over 1/2" wide to 1"		\$ 10.44	\$ 9.86	LF
Vertical & Horizontal Joints 1" to 2" wide		\$ 21.49	\$ 19.77	LF
Vertical & Horizontal Joints over 2" wide		N.I.C	N.I.C.	LF
Height: 16' – 40' from ground standard				
Vertical & Horizontal Joints less than 1/2" wide		\$ 8.00	\$ 7.72	LF
Vertical & Horizontal Joints over 1/2" wide to 1"		\$ 10.79	\$ 10.21	LF
Vertical & Horizontal Joints 1" to 2" wide		\$ 21.84	\$ 20.19	LF
Vertical & Horizontal Joints over 2" wide		N.I.C	N.I.C.	LF
Height: 40' – 80' from ground standard				
Vertical & Horizontal Joints less than 1/2" wide		\$ 8.34	\$ 8.09	LF
Vertical & Horizontal Joints over 1/2" wide to 1"		\$ 11.13	\$ 10.59	LF
Vertical & Horizontal Joints 1" to 2" wide		\$ 22.19	\$ 20.53	LF
Vertical & Horizontal Joints over 2" wide		N.I.C	N.I.C.	LF
Height: 80' – 110' from ground standard				
Vertical & Horizontal Joints less than 1/2" wide		\$ 8.69	\$ 8.44	LF
Vertical & Horizontal Joints over 1/2" wide to 1"		\$ 11.48	\$ 10.94	LF
Vertical & Horizontal Joints 1" to 2" wide		\$ 22.53	\$ 20.88	LF
Vertical & Horizontal Joints over 2" wide		N.I.C	N.I.C.	LF

RFP # 049302514, Caulking and Sealant Services

INCLUDE THIS PAGE WITH YOUR PROPOSAL, SIGNATURE AT SUBMISSION IS REQUIRED

DUE DATE: Proposals will be received until June 2, 2025 at 3:00 PM. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

INQUIRIES: All inquiries for information regarding this solicitation should be directed to Kim Widrig, Senior Buyer Phone: (540) 231- 8543 e-mail: kdcromer@vt.edu. All inquiries will be answered in the form of an addendum. Inquiries must be submitted by 3:00 PM on May 16. Inquiries must be submitted to the procurement officer identified in this solicitation.

PROPOSAL SUBMISSION:

***Please note, proposal submission procedures have changed effective March 2023.**

Proposals may NOT be hand delivered to the Procurement Office.

Proposals should be submitted electronically through Virginia Tech's procurement portal. This portal allows you access to view business opportunities and submit bids and proposals to Virginia Tech digitally and securely.

Proposals must be submitted electronically at:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=VATech>

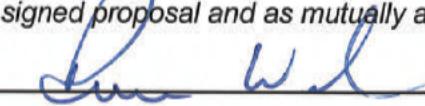
Vendors will need to sign up through this procurement portal, hosted by Jaggaer. **It is encouraged for all vendors to register prior to the proposal submission deadline to avoid late submissions.** Registration is easy and free. If you have any challenges with the registration process, please contact Jaggaer Support at 1-800-233-1121 or procurement@vt.edu. It is recommended to use Chrome as your browser.

Click on the opportunity and log in to your vendor account to begin preparing your submission. Upon completion, you will receive a submission receipt email confirmation. Virginia Tech will not confirm receipt of proposals. It is the responsibility of the offeror to make sure their proposal is delivered on time.

Hard copy or email proposals will not be accepted. Late proposals will not be accepted, nor will additional time be granted to any individual Vendor.

Attachments must be smaller than 50MB in order to be received by the University.

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

AUTHORIZED SIGNATURE:  Date: 5/30/25

[INCLUDE THIS PAGE]

Negotiation Summary

Negotiation Questions for Carolina Restoration and Waterproofing Inc.

1. As part of Virginia Tech standard procedures, all awarded contracts will be publicly posted on an online contracts portal. Is there any information included that would be used to identify or harm a person's identity, finances or personal information? If so, please provide a redacted copy of your proposal.

Carolina Restoration and Waterproofing Response:

While none of the information would cause harm, we prefer not to make our financials public. A redacted proposal is attached. Refer to Exhibit A.

2. End of Contract Service Transition Expectations: If or when a transition of service to another provider is required (end of contract life or otherwise), the university would require the incumbent firm to cooperative fully in a successful transition of services. Explain any requirements your firm might have in preparing for such a transition of services. Additionally, please indicate your willingness to establish a transition plan alongside the new provider of service which may include but not be limited to sharing important data and/or existing service information via a cooperative knowledge transfer process.

Carolina Restoration and Waterproofing Response:

CRW is fully committed to supporting a smooth and cooperative transition of services at the conclusion of a contract whether it be as an incumbent or transitioning responsibilities to a successor. We recognize the importance of continuity for the University and will work collaboratively to ensure there is no disruption to ongoing operations.

3. Cost to the University is a major component of this solicitation and one of the 5 factors considered during the award process. With this in mind, please submit your best and final pricing for consideration.

Carolina Restoration and Waterproofing Response:

CRW will provide best and final pricing once the scope of work is clearly defined for a specific project. The unit prices listed in the pricing schedule are subject to adjustment based on the quantity of repairs and the duration of the work.

4. Are the prices provided with your proposal as favorable (or more favorable) as pricing provided to other Higher Educational Institutions?

Carolina Restoration and Waterproofing Response:

CRW treats all clients equally and does not engage in offering preferential pricing. This is not part of our business practice. The pricing we provide is intended to be fair, competitive, and reflective of the high-quality service and workmanship we deliver on every project.

5. Does Carolina Restoration and Waterproofing Inc. agree to provide monthly invoices with payment due thirty (30) days after receipt of invoice or goods/services, whichever is later?

Carolina Restoration and Waterproofing Response:

Yes

6. If awarded a contract, do you agree to limit price increases to no more than the increase in the Consumer Price Index, CPI, "All Items Category" for the latest twelve (12) months for which statistics are available at the time of renewal or 3 percent, whichever is less?

Carolina Restoration and Waterproofing's Response:

Yes

7. If awarded a contract, are you willing to hold prices firm for the initial contract period and the first renewal term?

Carolina Restoration and Waterproofing Response:

Yes

8. Are you registered with and willing to participate in the eVA internet procurement solution described in the terms and conditions of the RFP?

Carolina Restoration and Waterproofing Response:

Yes

9. Are the prices for all goods/services listed in your proposal inclusive of all applicable eVA system transaction fees?

Carolina Restoration and Waterproofing Response:

Yes

10. Is Carolina Restoration and Waterproofing Inc. willing to provide a report at the end of each Virginia Tech Fiscal Year detailing the money saved by the University by utilizing this contract? Virginia Tech's Fiscal Year ends June 30th of each year.

Carolina Restoration and Waterproofing Response:

Yes

11. Please describe Carolina Restoration and Waterproofing Inc's reporting capabilities.

Carolina Restoration and Waterproofing Response:

CRW's accounting system is fully capable of generating year-end financial reports on an individual project basis.

12. Do you agree that the initial contract period shall be one year?

Carolina Restoration and Waterproofing Response:

Yes

13. Upon completion of the initial contract period, does Carolina Restoration and Waterproofing Inc. agree that the contract may be renewed by Virginia Tech upon written agreement of both parties for four (4) one-year periods, under the terms of the current contract?

[Carolina Restoration and Waterproofing Response:](#)

Yes

14. Prior to renewal, Carolina Restoration and Waterproofing Inc. agree to reevaluated pricing to be sure Virginia Tech is receiving the best possible discount or rate structure Carolina Restoration and Waterproofing Inc. can provide?

[Carolina Restoration and Waterproofing Response:](#)

Yes

15. Do you agree that you will be performing services as an Independent Contractor, Company, Corporation or other business entity and are not an employee of Virginia Tech or any other Commonwealth Entity?

[Carolina Restoration and Waterproofing Response:](#)

Yes

16. Do you further agree that Virginia Tech will not withhold any income taxes from its payments to contractors nor will it provide any employment benefits to the contractor or contractor's employees?

[Carolina Restoration and Waterproofing Response:](#)

Yes

17. Please describe your turn-around time if emergency services are needed.

[Carolina Restoration and Waterproofing Response:](#)

CRW can mobilize to the site within 48 hours of receiving notice.

18. Please describe Carolina Restoration and Waterproofing Inc.'s process for addressing any service-related issues.

[Carolina Restoration and Waterproofing Response:](#)

CRW is committed to delivering high-quality work and exceptional client service. In the event a service-related issue arises, CRW will coordinate with the designated representative to develop a repair plan and implement a responsive process to ensure timely resolution.

19. How soon after contract award can you begin providing services?

[Carolina Restoration and Waterproofing Response:](#)

Immediately

20. Do you acknowledge, agree and understand that your contract is not exclusive, and that Virginia Tech cannot guarantee a minimum amount of business if a contract is awarded to your company?

Carolina Restoration and Waterproofing Response:

Yes

21. Do you acknowledge that prior to commencing any work related to this contract, you must be in receipt of a Purchase Order?

Carolina Restoration and Waterproofing Response:

Yes

22. Does the vendor acknowledge, agree, and understand that the terms and conditions of the RFP # 049302514 shall govern the contract if a contract is awarded to your company?

Carolina Restoration and Waterproofing Response:

Yes

23. Please submit a W-9 on the current IRS Form Revision, and a copy of your Certificate of Insurance that meets the requirements of the solicitation.

Carolina Restoration and Waterproofing Response:

Documents attached as Exhibit F

24. Please provide monthly equipment rental prices. Attached as Exhibit A is a price schedule.

Carolina Restoration and Waterproofing Response:

N/A

Exhibit F

W-9 & CERTIFICATE OF INSURANCE

Form **W-9**
 (Rev. March 2024)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)				
	Carolina Restoration & Waterproofing Inc				
	2 Business name/disregarded entity name, if different from above.				
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.					4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)					<input type="checkbox"/> Exempt payee code (if any) <small>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)</small> <small>(Applies to accounts maintained outside the United States.)</small>
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions					
5 Address (number, street, and apt. or suite no.). See instructions.			Requester's name and address (optional)		
2070 East Lyon Station Road					
6 City, state, and ZIP code					
Creedmoor, NC 27522					
7 List account number(s) here (optional)					

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number				
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>
or				
Employer identification number				
<input type="text"/>				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Donice Hasting*

Date 1/13/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS 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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Riggs, Counselman, Michaels & Downes, Inc. 11403 Cronridge Drive, Suite 270 Owings Mills MD 21117	CONTACT NAME: Insurance Certificate Team	
		PHONE (A/C, No.) E-MAIL ADDRESS	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Indian Harbor Insurance Company	36940
		INSURER B: Monroe Guaranty Insurance Company	32506
		INSURER C: Gray Surplus Lines Insurance Company	15889
		INSURER D: Chesapeake Employers Insurance	11039
		INSURER E: American Zurich Insurance Company	40142
		INSURER F: Starstone Specialty Insurance Company	44776

COVERAGES		CERTIFICATE NUMBER: 637859377		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y		2/1/2025	2/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Care Custody Control
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS Hired AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y		2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y Y		2/1/2025	2/1/2026	EACH OCCURRENCE AGGREGATE
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N / A		2/1/2025 2/1/2025	2/1/2026 2/1/2026	X PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B F B	Builders Risk/Installation Fltr. Pollution Liability Equipment Floater			2/1/2025 2/1/2025 2/1/2025	2/1/2026 2/1/2026 2/1/2026	Jobsite/Disaster Occur/Limit Limit
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The Commonwealth of Virginia, the Owner, and their officers, employees and agents are included as additional insureds on a primary and non-contributory basis on all policies required by written contract. A waiver of subrogation applies in favor of the additional insureds on all policies required by written contract, where permitted by law.						

CERTIFICATE HOLDER		CANCELLATION	
Virginia Polytechnic Institute and State University 300 Turner Street NW Blacksburg VA 24061		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 	

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