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**REQUEST FOR PROPOSALS
 GMU-1823-22**

ISSUE DATE: July 13, 2022

TITLE: Boilers & HVAC Repairs, Preventive Maintenance (PM) & Services

PRIMARY PROCUREMENT OFFICER: Katherine Sirotin, Director, ksirotin@gmu.edu
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu

MANDATORY SITE VISITS

& PRE-PROPOSAL CONFERENCE: **Mandatory Pre-Proposal Conference & Site Visits** will be held on July 20th, 2022 (Fairfax Campus) and July 21st, 2022 (Arlington & SciTech Campuses). All site visits must be attended in order to submit an offer. See Section XVII. Paragraph 6 for additional information and requirements concerning the conference and site visits.

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on July 27, 2022. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM ET on July 29, 2022. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: August 10, 2022 @ 2:00 PM ET. **SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: _____ Date: _____

DBA: _____

Address: _____

By: _____
 Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

SWaM Certified: Yes: _____ No: _____ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: _____

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

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I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide preventive maintenance (PM), services, repairs, installation and/or replacement of heating (specifically boiler systems), ventilation, and air conditioning and heating (HVAC) systems and related components, and welding and insulation services for George Mason University's Facilities Department. George Mason University (herein after referred to as "Mason," or "University") is an educational institution and agency of the Commonwealth of Virginia.

This Solicitation may result in multiple awards/contracts and firms are welcome to submit proposals one, two, or all of the Statements of Work (SOW) listed below. Mason reserves the right to award these three SOWs to one or multiple firms in our sole and absolute discretion. The three Statements of Work (SOW) are listed below and broken out in Section XI. Statement of Needs:

1. HVAC Services & Equipment Time & Material (T&M) Services (Including Welding & Insulation Services)
2. Standard Boilers (All Campuses) Preventive Maintenance & Time and Material Services
3. Specialty Boilers (BRL & CHCP Facilities ONLY) Preventive Maintenance & Time and Material Services

II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>

III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.

IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason's standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and Mason's General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason's General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

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

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

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

VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

VII. SWaM CERTIFICATION: Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>

VIII. SMALL BUSINESS SUBCONTRACTING PLAN: All potential offerors are required to fill out and submit Attachments A with their proposal.

Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.

IX. PERIOD OF PERFORMANCE: One (1) year from Effective Date of contract with four (4) successive one-year renewal options. (or as negotiated).

X. BACKGROUND: George Mason University's short history is one of an enterprising and innovative pioneer, creating a major teaching and research university from a small, one-room schoolhouse in just 50 years. George Mason University is recognized as an innovative, entrepreneurial institution with global distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering and information technology, dance, organizational psychology and health care, Mason students are routinely recognized with national and international scholarships. Enrollment is more than 38,000, with students studying in 198 degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 200,000 living alumni with 60% residing in the Washington Metropolitan Area.

Mason has campuses in Fairfax, Arlington, and Prince William counties. In addition to these three campuses, George Mason University operates a site in Woodbridge, VA and has partnered with the Smithsonian Institution to create the Smithsonian-University School of Conservation in Front Royal, Virginia. Approximately 6,000 employees are distributed at these locations. Mason also offers programs online and at the Center for Innovative Technology in Herndon. Each location has a distinctive academic focus that plays a critical role in the economy of its region.

George Mason University's Facilities Department endeavors to procure the services of a qualified Contractor to provide time and material (T&M) and preventive maintenance (PM) services to our HVAC equipment, including heating, ventilation, air conditioning, boilers/heating equipment systems and related components (excluding air chillers). Maintenance also includes the need for the Contractor to be able to provide emergency services as well as the ability to provide parts necessary to maintain this equipment at our campuses/facilities; Fairfax, Arlington, Prince William and Front Royal campuses and the Point of View Facility (POV). Note: there are no boilers at Front Royal or POV so only T&M Services will be required at these sites.

Service Locations:

- Fairfax Campus – 4400 University Dr. Fairfax, VA 22030
- Arlington Campus – 3351 North Fairfax Dr. Arlington, VA 22201
- Prince William/Manassas (Science & Technology Campus) – 10900 University Blvd. Manassas, VA 20110
- Point of View (POV) Facility – 7300 Old Spring Dr. Lorton, VA 22079
- Front Royal (Smithsonian Center for Conservation Campus) – 1500 Remount Rd. Front Royal, VA 22630

Campus Maps and Directions are available here: <https://info.gmu.edu/campus-maps-and-directions/>

XI. STATEMENT OF NEEDS: This Request for Proposal contains three (3) separate Statements of Work (SOW). Offerors are allowed to submit offers for one, two, or all three of the Statements of Work contained within this section but must clearly mark on their offer which Statements of Work they are offering on.

1. SOW 1 – HVAC Services & Equipment T&M Services (Including Welding & Insulation Services):

Offerors shall provide Time and Material (T&M) services for the repair, installation and/or replacement of heating, ventilation, and air conditioning (HVAC) systems and related components, including, but not limited to, pumps, air handling units, ductwork, variable air volume (VAV), valve and filter (VAF), DDC controls for various manufacturers, secondary hot-water pipes, and other related items. This Statement of Work also includes welding and insulation services but does not include chillers or boilers (Boilers are SOWs 2 & 3 and chillers are excluded from this solicitation). Requirements include:

- A. Repairs: The Contractor shall provide all labor and material necessary to perform repairs of HVAC equipment upon request /authorization by the GMU Contract Administrator (CA). The Contractor shall provide a proposal for repairs. Proposals, when requested, are to be returned within three (3) working days, unless a different time of return is mutually agreed upon by the Buyer, CA, and Contractor. Proposals shall be furnished by the Contractor at no charge and are to be considered overhead costs to be included in the pricing provided (An EXAMPLE Pricing Schedule is available in Attachment C).
- B. Emergency Services: The Contractor shall provide all labor and material necessary to perform emergency response and repairs on HVAC equipment upon request /authorization by the CA on a time and material in accordance with rates provided in proposal. The contractor shall provide emergency services 24 hours a day 365 days a year. Response time shall be a maximum of 2 hours.
- C. Installation and/or Replacement: The Contractor shall provide all labor and material necessary to perform installation and/or replacement of HVAC equipment upon request /authorization by the CA. The Contractor shall provide a proposal for installation and/or replacement. Proposals, when requested, are to be returned within three (3) working days, unless a different time of return is mutually agreed upon by the Buyer, CA, and Contractor. Proposals shall be furnished by the Contractor at no charge and are to be considered overhead costs to be included in the pricing provided (An EXAMPLE Pricing Schedule is available in Attachment C).
- D. Welding and Insulation Services: The Contractor shall provide all labor and material necessary to perform welding and insulation services upon request /authorization by the CA. The Contractor shall provide a proposal for time and material in accordance with rates provided in proposal. Proposals, when requested, are to be returned within three (3) working days, unless a different time of return is mutually agreed upon by the Buyer, CA, and Contractor. Estimates shall be furnished by the Contractor at no charge and are to be considered overhead costs to be included in the pricing provided (An EXAMPLE Pricing Schedule is available in Attachment C).
- E. DDC Controls: The Contractor shall provide the most current Desigo controllers (DDC) compatible with the existing Siemens campus infrastructure (whenever applicable).

2. SOW 2 - Standard Boilers (All Campuses) Preventive Maintenance & Time and Material Services:

Offerors shall provide all labor and material necessary to perform time and material (T&M) and preventive maintenance (PM) services on boilers at George Mason University (see Attachment D). The contractor shall provide a Preventive Maintenance Log in each equipment room, completion report following every visit, and an annual report noting any problems. Requirements include:

- Fixed-fee services including Annual Boiler Service, Semi-annual Inspection, and Annual Combustion Test for Prince William Campus and Arlington Campus Founder’s Hall boilers and annual combustion test only for Fairfax campus boilers and Arlington “old building” boilers. (See Attachment D).

- a. Annual Boiler Service: Annually the boiler will be cleaned, checked, and adjusted for maximum efficiency. This service will include:
 - i. Opening, cleaning, and inspecting the fireside surfaces on the boiler;
 - ii. Opening, inspecting, and cleaning waterside surfaces to flush any sediment or debris;
 - iii. Pulling low water probes to clean debris from surfaces; or low water cut-offs, as applicable;
 - iv. Visually inspecting the boiler refractory for wear and defects;
 - v. Sparkplug and gasket replacement on the combustion diaphragm; if applicable.
 - vi. The CAA shall contact the boiler or insurance inspector to inspect the boilers.
 - vii. After inspection the boiler shall be sealed and closed utilizing new gasket materials.
 - viii. The boiler shall be filled and checked to verify tightness.
 - ix. In addition, any defects noted shall be brought to the CA's attention, and a price forwarded to correct any deficiencies.

- b. Semi-annual Inspection: The inspection shall be performed once during the heating season and will include:
 - i. Blowdown of the boiler
 - ii. Testing the operating, combustion, and safety controls to verify proper operation.
 - iii. Testing the low-water cut-offs and verify operation.
 - iv. Checking, tightening, and lubricating all moving linkage components.
 - v. Testing the programming control and scanner for flame signal strength.
 - vi. Checking boiler electrical connections and for tightness.
 - vii. Check the condensate receivers and feed pumps for proper operation.
 - viii. Checking auxiliary equipment for proper operations.

- c. Annual Combustion Testing: Annual combustion test shall be performed after the annual cleaning and inspection. Combustion test must be done in October no later than November. The testing includes:
 - i. Combustion readings shall be checked from low to fire firing rate on both fuel (If applicable) utilizing a state of the art digital combustion analyzer.
 - ii. Adjustment shall be performed to air and fuel settings to optimize the boiler efficiencies throughout the firing range.
 - iii. The input shall be verified (if applicable) from the metering source.
 - iv. The burner inputs shall be checked and adjusted to maximize efficiency and load conditions.
 - v. A full combustion analysis report shall be submitted annually to engineering.

- Time and Material services including Emergency Services and Repairs:
 - a. Emergency response and repairs will be provided by the contractor upon request /authorization by the CA in accordance with rates provided in proposal. The contractor shall provide

emergency services 24 hours a day 365 days a year. Response time shall be a maximum of two (2) hours.

- b. The Contractor shall provide all labor and material necessary to perform repairs of the boilers upon request /authorization by the GMU Contract Administrator (CA). The Contractor shall provide a proposal for repairs. Proposals, when requested, are to be returned within three (3) working days, unless a different time of return is mutually agreed upon by the Buyer, CA, and Contractor. Proposals shall be furnished by the Contractor at no charge and are to be considered overhead costs to be included in the pricing provided (see Attachment C as an EXAMPLE Pricing Schedule).

3. SOW 3 - Specialty Boilers (BRL & CHCP Locations Only) Preventive Maintenance & Time and Material:

The Contractor shall provide all labor and material necessary to perform time and material (T&M) and preventative maintenance (PM) services on boilers at George Mason University's Bio-Medical Research Lab (BRL) in Manassas, VA and at our Central Heating and Cooling Plant (CHCP) in Fairfax, VA. BRL consists of three dual fuel fired 350 horsepower high pressure steam boilers with Webster burners controlled by the Siemens LMV5 linkageless control system. See Attachment E for model and serial numbers. The contractor shall provide a Preventive Maintenance Log in each equipment room, completion report following every visit, and an annual report noting any problems.

Requirements include:

Fixed-Fee Services:

- A. Annual Boiler Service: Annually the boiler will be cleaned, checked, and adjusted for maximum efficiency. This service shall include:
 - Opening, cleaning, and inspecting the fireside surfaces on the boiler;
 - Opening, inspecting, and cleaning waterside surfaces to flush any sediment or debris;
 - Pulling low water probes to clean debris from surfaces; or low water cut-offs, as applicable;
 - Visually inspecting the boiler refractory for wear and defects;
 - The CAA shall contact the boiler or insurance inspector to inspect the boilers.
 - After inspection the boiler shall be sealed and closed utilizing new gasket materials.
 - The boiler shall be filled and checked to verify tightness.
- In addition, any defects noted shall be brought to the CA's attention, and a price forwarded to correct any deficiencies.
- B. Semi-annual Inspection: The inspection shall be performed six months following the annual boiler service:
 - Blowdown of the boiler
 - Testing the operating, combustion, and safety controls to verify proper operation.
 - Error and fault codes will be reviewed with emphasis placed on repeat codes and will be brought to the CAA's attention and a price forwarded to correct the causes of the codes.
 - Testing the low-water cut-offs and verify operation.
 - Checking, tightening, and lubricating all moving linkage components.
 - Testing the programming control and scanner for flame signal strength.
 - Checking boiler electrical connections and for tightness.
 - Check the condensate receivers and feed pumps for proper operation.
 - Checking auxiliary equipment for proper operations.
- C. Combustion Testing: Semi-Annual combustion test shall be performed during the annual cleaning and inspection and six months following the previous semi-annual combustion test. The testing shall include:
 - Combustion readings shall be checked from low to high firing rate on both fuel (If applicable) utilizing a state of the art digital combustion analyzer with current calibration certification. Test and adjustments will be done at 10% intervals and according to burner and controls manufactures instructions and recommendations.
 - Adjustment shall be performed to air and fuel settings to optimize the boiler efficiencies throughout the firing range.
 - The input shall be verified (if applicable) from the metering source.
 - The burner inputs shall be checked and adjusted to maximize efficiency and load conditions.

- A full combustion analysis report shall be submitted annually to engineering.

D. Oxygen Trim Calibration (CHCP): Semi-Annual calibration of five (5) units Rosemount Oxygen probe shall be performed during the annual boiler cleaning and before the annual combustion test. The testing shall use 0.4% and 8 % oxygen, balance nitrogen calibration bottle.

Time and Material Services:

- A. Emergency Services: Emergency response will be provided by the contractor upon request /authorization by the CA in accordance with rates provided in proposal. The contractor shall provide emergency services 24 hours a day 365 days a year. Response time shall be a maximum of 2 hours.
- c. Repair Services: The Contractor shall provide all labor and material necessary to perform repairs of the boilers upon request /authorization by the GMU Contract Administrator (CA). The Contractor shall provide a proposal for repairs. Proposals, when requested, are to be returned within three (3) working days, unless a different time of return is mutually agreed upon by the Buyer, CA, and Contractor. Proposals shall be furnished by the Contractor at no charge and are to be considered overhead costs to be included in the pricing provided (see Attachment C as an EXAMPLE Pricing Schedule).

XII. COST OF SERVICES: Offerors should provide a comprehensive pricing proposal for each Statement of Work (SOW) that your firm is offering on. Pricing proposals should include the following:

1. Provide your hourly rate schedule for all labor categories necessary to provide services for each Statement of Work (SOW) your firm is offering on. An EXAMPLE/SAMPLE labor category sheet is included as Attachment C. Please note this Attachment C is an EXAMPLE ONLY and your firm should submit your own labor category/rate schedule on your company letterhead as part of your proposal.
2. For Preventive Maintenance (PM) services the offeror shall provide a firm, fixed price, inclusive of all costs, fees, personnel/rates, etc. necessary to provide the PM services (price per visit is requested).
3. All prices shall be F.O.B Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
4. Labor rates will be paid on the basis of productive time at the site. The hourly labor rate shall include all of the contractor's cost (labor, equipment, tools, transportation and travel time). Regular working hours are 6:00AM through 5:00PM (EST), Monday through Friday. Overtime hours are defined as Monday through Friday, after regular hours, weekends and holidays. George Mason's Holiday Schedule is available here: http://hr.gmu.edu/benefits/leave/holiday_schedule.php?_ga=1.4465779.1907490890.1430502615
5. The Contractor may be required to provide materials, rental equipment, and/or subcontractors to fulfill the requirements of this contract. If the contractor provides materials, rental equipment and/or subcontractors, the compensation will be based on the actual cost of the materials, equipment or subcontractors. The Contractor shall invoice all materials, equipment rentals, or subcontracts, based on the actual cost of the materials, equipment or subcontractors and must provide suppliers invoices and receipts to substantiate costs to the University.
6. The Contractor shall not accept work which will require the use of a subcontractor without obtaining the approval of the Buyer and the Contract Administrator and agreement to the payment terms for the subcontractor's services. If specialized equipment or materials are required the rental or material costs must include any operator, driver, user fees. No additional costs of any kind will be allowed.
7. The Contractor shall make every attempt to obtain the lowest price for materials, rentals, equipment, etc. Invoices which include materials costs and equipment rental charges shall be accompanied by copies of suppliers' invoices and/or receipts to substantiate costs to the contractor. If a subcontractor is approved by the University and used, the contractor shall submit the actual cost of the subcontractor with the contractor's invoice

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

ELECTRONIC PROPOSAL SUBMISSION: Due to the Coronavirus/COVID-19 outbreak, at this time, and until further notice, Mason will only be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.

The following shall apply:

- a. You must submit your bid/proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified in the Bid/RFP.
 - b. The subject line of your email submission should read, "RFP GMU-1823-22" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # _ of _ total".
 - c. The Offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
 - d. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted (See 2d below).
 - e. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
 - f. Each email may not be larger than 20MB.
 - g. All solicitation schedules are subject to change.
 - h. Go to Mason's Purchasing website for all updates and schedule changes.
<https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
2. Proposal Presentation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement 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 corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. 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 requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. **SPECIFIC REQUIREMENTS:** Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal.

1. **Procedural information:**

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Notate clearly on your proposal which Statements of Work (SOWs), 1, 2, 3 or ALL your firm is offering on.
- c. Return Attachment A - Small Business Subcontracting Plan.
- d. State your payment preference in your proposal response. (See section XVI.)

2. **Qualifications and Experience:** Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:

- a. Background and brief history of your company.
- b. Describe your firm's specialty areas, size, location/s, and organization structure including details related to offices likely to serve Mason.
- c. Describe the qualifications, certifications, and experience to perform the work described in the RFP. Information about experience should include direct experience with the specific applicable subject matter assigned.

- d. Identify all resources that will be used to accomplish this work including equipment, personnel, subcontractors, etc. Provide the qualifications and experience of all key personnel (supervisors and technical personnel) including education, background, licenses, certifications, and recent relevant experience with the subject matter who will be used on this project.
- e. A staffing plan is required which describes the offeror's proposed staff distribution to accomplish this work. All contractor staff assigned to work on this contract must be qualified, licensed, and experienced employees.
- f. Contractors will be required to maintain and provide to the University's Contract Administrator or designee an up-to-date Contractor's employee list throughout the life of this contract.
- g. Copy of Contractor's License issued by the State of Virginia Board for Contractors.
- h. Names, qualifications and experience of personnel to be assigned to work with Mason.
- i. Describe any impending changes in your organization that could impact delivery of service.

3. References:

- a. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
For the specialty boilers and specifically the Siemens LMV5 controller, provide 3 references the Offeror provides service to as outlined in section XI.
- b. Provide references on no more than three (3) relevant active contracts (minimum contract period: one year) or completed contracts within the last three (3) years. Relevant contracts are defined as contracts for services of the same size and scope contemplated herein. The university will focus on information that demonstrates quality of performance relative to the size and complexity of the contract. For each reference provide a brief description of the scope of the contract and state why the contract is relevant. Offerors should identify problems, weaknesses and/or deficiencies in the performance of the contracts given as references and their processes, corrective actions or method of problem solving resolution used to correct the weaknesses or deficiencies. For each reference provide the following information about each contract.
 - 1. Name and address of contracting activity to which service is/was provided
 - 2. Contract Number
 - 3. Contract Title
 - 4. Contract Type
 - 5. Original contract amount and current (or ending) contract amount.
(explain reasons for any difference)
 - 6. Contracting officials' names, telephone numbers
 - 7. Contract Level (Prime or Subcontract)
 - 8. Award Date
 - 9. Contract completion/projected completion date

4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:

- a. Your approach to providing the services described herein including a proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements outlined in Section XI. and how your firm will go about achieving these objects.
- b. Offeror should demonstrate an awareness of difficulties in the complete of this undertaking and a plan for surmounting them.
- c. Provide a list of any active contract(s) terminated within the past five (5) years for other than convenience of the owner. If none, state.

5. Proposed Pricing:

- a. The offeror must provide a comprehensive pricing proposal for the SOW/s you are offering

on. An Example of a Pricing Schedule for each Statement of Work (SOW) is available for your reference in Attachment C. This Attachment C is an EXAMPLE ONLY and while the firm is welcome to base their pricing proposal off of this example, the firm should supply their own comprehensive pricing proposal inclusive of all time and material rates (labor categories/rates) and firm fixed price services for each Statement of Work (SOW) they are offering on. If the offer intends to offer on only one or two of the three statements of work (SOW) please only provide a pricing schedule that correlates to that SOW. If the offeror intends to offer on all three SOW's the Offeror should provide three pricing schedules for each Statement of Work (SOW) they intend to offer on.

b. See Section XII. Cost of Services for pricing requirements.

6. Additional Required Information: In your proposal response please address the following:

- a. Are you and/or your subcontractor currently involved in litigation with any party?
- b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
- c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
- d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.
- e. If the offeror is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) at time of proposal submission please provide your SWaM certification number and the date of expiration of this certification. In order to qualify for the SWaM points awarded in this RFP the offeror must be certified as SWaM by SBSD at time of proposal submission (pending application status will not be accepted).

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

A. INITIAL EVALUATION CRITERIA: Proposals shall be initially evaluated and ranked using the following criteria:

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Qualifications of products/services offered and suitability for the intended purposes	25
2.	Qualifications and experiences of offeror in providing the goods/services	20
3.	Specific Plans or Methodology to be used to provide the goods/services	25
4.	Price Offered	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
Total Points Available:		100

B. AWARD: **Following the initial scoring by the evaluation committee**, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of 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, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason 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. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

XV. CONTRACT ADMINISTRATION: Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.

Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.

The 10-day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. A paper check will be mailed on or before the 10th day.

Option #2- To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University
Accounts Payable Department
4400 University Drive, Mailstop 3C1
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
e-mail: AcctPay@gmu.edu

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
- B. SPECIAL TERMS AND CONDITIONS (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).
 - 1. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).
 - 2. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
 - 3. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia.
 - 4. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this

solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified.

Contractor Name: _____

License#: _____ Type: _____

5. 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 the University

6. **MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISITS:**

Offerors interested in offering on this proposal must attend the Mandatory Pre-Proposal conference and all three (3) site visits/walkthroughs at the Fairfax, Arlington and SciTech Campuses. Failure to attend and sign the sign-in sheet at each event may result in your offer being scored lower. See times and locations below of all events:

1. July 20th, 2022 at 10:00AM (Eastern Time (ET)): A **mandatory** pre-proposal conference will be at **10:00AM (ET) on July 20th, 2022** at the Facilities Warehouse Building (see Fairfax Campus Map) in Conference Room 113 at the GMU Fairfax Campus. Go to the following website for directions to the Facilities Building and a map of the campus:

Fairfax campus map: <https://info.gmu.edu/wp-content/uploads/22-008-Fairfax-Map-UpdateTEMP.pdf>

All Campuses Maps & Directions: <https://info.gmu.edu/campus-maps-and-directions/>

You will be able to park in the Facilities parking lot but please make sure to request a visitor's parking pass for your vehicle or you may be ticketed. If parking at the Facilities Parking Lot is not available there are several "pay to park" garages nearby where offerors may park (see campus map for listing of garages). Mason will not reimburse the offeror for parking or be held responsible for parking tickets, fines or towing, if the offeror is parked illegally. We highly recommend arriving 15 to 30 minutes early in order to find parking, obtain a visitor's pass, and/or walk to the building. There may be traffic, construction or events occurring on campus that could delay your arrival. Please take this into consideration when planning your trip to the campus.

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Attendance is mandatory if an offeror wishes to submit an offer. Failure to attend this conference will result in rejection of the offer. The conference room doors will be closed at 9:30AM (EST) and late offerors will not be allowed to sign the sign in sheet or submit an offer.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Following the Pre-Proposal Conference there will be a Mandatory Site Visit for the Fairfax Campus. This site-visit/walkthrough will allow the offerors to view the spaces and equipment that will be covered under any resulting contract. If the offerors have any questions, as a result of the site visit/walkthrough, they must be submitted in writing via email, to the Primary Buyer listed on the solicitation and answers will be provided via an Addendum. No questions concerning scope or the solicitation will be answered during the site visit.

2. July 21st; 2022 at 9:00AM Eastern Time (ET): Mandatory Site Visit SciTech Campus:

Meet in the lobby of the Katherine Johnson Hall by 9:00AM Eastern Time (ET) on July 21st, 2022. The site visit/walkthrough will take place promptly at 9:00AM. If you arrive late you may not have an opportunity to sign the sign-in sheet or see all of the spaces during the site visit.

The closest visitor parking is available in the King Parking Lot. Mason will not reimburse the offeror for parking or be held responsible for parking tickets, fines or towing, if the offeror is parked

illegally. We highly recommend arriving 15 to 30 minutes early in order to find parking and/or walk to the building. There may be traffic, construction or events occurring on campus that could delay your arrival. Please take this into consideration when planning your trip to the campus.

SciTech Campus Map: https://info.gmu.edu/wp-content/uploads/22-021_PW_SciTech_Map_2022_Plunket_ATI.pdf

This site-visit/walkthrough will allow the offerors to view the spaces and equipment that will be covered under any resulting contract. If the offerors have any questions, as a result of the site visit/walkthrough, they must be submitted in writing via email, to the Primary Buyer listed on the solicitation and answers will be provided via an Addendum. No questions concerning scope or the solicitation will be answered during the site visit.

3. July 21st, 2022 at 1:00PM Eastern Time (ET): Mandatory Site Visit Mason Square at Arlington (Formerly Arlington Campus)

Meet in the Lobby of the VanMetre Building at the Information Booth by 1:00PM Eastern Time on July 21st, 2022. If you need assistance finding the location please call the Project Manager at 703-453-7246. The site visit/walkthrough will take place promptly at 1:00PM. If you arrive late you may not have an opportunity to sign the sign-in sheet or see all of the spaces during the site visit. Interested offerors must sign-in on the attendance sheet to provide proof of attendance at this mandatory site visit/walkthrough.

Parking is PAY ONLY and is only available in the Van Metre Hall parking garage. Mason will not reimburse the offeror for parking or be held responsible for parking tickets, fines or towing, if the offeror is parked illegally. We highly recommend arriving 15 to 30 minutes early in order to find parking and/or walk to the building. There may be traffic, construction or events occurring on campus that could delay your arrival. Please take this into consideration when planning your trip to the campus.

Arlington Campus Map: https://info.gmu.edu/wp-content/uploads/22-020_Arlington-Mason-Square-Map_2022_Plunkett_ATI.pdf

This site-visit/walkthrough will allow the offerors to view the spaces and equipment that will be covered under any resulting contract. If the offerors have any questions, as a result of the site visit/walkthrough, they must be submitted in writing via email, to the Primary Buyer listed on the solicitation and answers will be provided via an Addendum. No questions concerning scope or the solicitation will be answered during the site visit.

7. **OBLIGATION OF OFFEROR:** It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the Offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from this contact because of any misunderstanding or lack of information.
8. **RFP DEBRIEFING:** In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.

XVIII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 7/13/2022
- Mandatory Pre-Proposal Conference: 7/20/2022 at 10:00AM
- Mandatory Site Visit SciTech Campus: 7/21/2022 at 9:00AM ET
- Mandatory Site Visit Arlington Campus: 7/21/2022 at 1:00PM ET
- Vendors submit questions by: 7/27/2022 by 4:00PM ET
- Post Question Responses: 7/29/22 by 5:00 PM ET

- Proposals Due: 8/10/22 @ 2:00 PM ET
- Proposals to Committee: 8/12/22
- Review and Score Proposals: 8/12/22 – 8/26/22
- Scores to Purchasing: 8/29/22
- Oral presentations (if necessary): Week of 9/05/22-09/15/22
- Negotiations/BAFO: Start week of 9/19/2022
- Award: 10/20/2022
- Contract Start Date: 12/27/2022

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: **I plan to use subcontractors** **I plan to complete all work**

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #2

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing/>

**ATTACHMENT B – SAMPLE CONTRACT
GMU-1823-22**

Note: Other documents may be incorporated into this document, either by way of attachment or by reference, but in all cases this contract document shall take precedence over all other documents and will govern the terms and conditions of the contract.

This Contract entered on this ____ day of _____, 2022 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide time and material (T&M) and preventive maintenance (PM) services and repair, installation and/or replacement of heating (specifically boiler systems), ventilation, and air conditioning and heating (HVAC) systems and related components, and welding and insulation services at the Fairfax, Price William (SciTech) and Front Royal Campuses and the Point of View (POV) Facility. The Contractor shall furnish all necessary labor, supervision, equipment, tools, materials, transportation and incidentals as may be required to perform these services at George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** To Be Determined (TBD) shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Negotiation Responses dated XXXXX (incorporated herein by reference);
 - C. RFP No. GMU-1823-22, in its entirety (incorporated herein by reference);
 - D. Contractor’s proposal dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “Governing Rules” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual

relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is 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. (*Governing Rules*, § 36).

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such

consent is void.

- E. 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. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation 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. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. 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.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract.
 - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this 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. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from

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

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va.

Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

Q. 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 agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

R. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

S. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.

T. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.

U. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

V. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - A. notify Mason (by sending an email to export@gmu.edu), and

B. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.

W. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

X. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.

Y. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do 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.

Z. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

AA. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.

BB. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access

Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- CC. INSPECTION OF JOB SITE: My signature on this Contract constitutes certification that I have inspected the job sites and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.
- DD. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.
1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- EE. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
 2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
- FF. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- GG. PARKING: The contractor and its employees shall adhere to the regulations of the university's Parking Services Office. Valid contractor permits must be displayed by all contractor owned and/or employee owned vehicles while parking on campus. Purchase of parking permits, payment of parking fines or towing fees are the responsibility of the contractor/vehicle owner. Contact Parking Services at 703-993-2710 for permit information.

- HH. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- II. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- JJ. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- KK. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by 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. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "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.
- LL. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- MM. REPORTS:
1. Damage Reports: The Contractor shall be responsible for all damages caused by the Contractor's employees and or/equipment. In all instances where Mason property or equipment are damaged by the Contractor's employees or equipment, the Contractor shall submit to the Contract Administrator, or his designee a full report of the facts and extent of such damage verbally within one hour and in writing within twenty four (24) hours of occurrence. Damage caused by others shall be reported to the Contract Administrator, who will report the condition to the appropriate university authority.
 2. Accident Reports: The Contractor shall comply with OSHA and other regulatory agency requirements, and Mason requirements, for record keeping and reporting of all accidents resulting in death, trauma, occupational illness or injury. The Contractor shall provide a verbal report to the Manager of the Center for the Arts within one hour of occurrence and a written follow up report with the Contract Administrator within twenty four (24) hours of occurrence.
 3. Theft/Vandalism Reports: The Contractor shall submit to the Contract Administrator or his designee a

verbal report within one hour of occurrence and a written follow up report within twenty four (24) hours of incidents of theft or vandalism, defining the date and time of damage/loss and discovery, and describing in detail the type and extent of damage/loss.

4. Material Safety Data Sheets (MSDS): The Contractor shall obtain MSDS for all material and supplies brought on site, as required by Federal, State and local policies and regulations. The Contractor shall submit copies to the Contract Administrator, or his designee, of MSDS for all hazardous material prior to bringing the materials on site. The Contractor shall provide to the Contract Administrator and inventory of all hazardous materials brought onto Mason property. No hazardous material shall be brought on site without prior approval by the Contract Administrator.

- NN. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.

- OO. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

- PP. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

- QQ. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason 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 this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

- RR. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

- SS. UNIFORMS: Company uniforms, or smocks, must be worn at all times by all employees while on Mason property that will identify the Contractor's employee by name. The uniformed employees must present a neat appearance. Uniform shall consist of pants and shirt or dress pants and bear the contractor's name/company logo. Each contractor's employee shall have picture identification on their person while performing services. Contractor Personnel's uniforms shall not be covered by sweaters, jackets, etc. while working on site at Mason.

- TT. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.

2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

UU. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to

ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

VV. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

WW. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

XX. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

YY. WARRANTY OF MATERIALS AND WORKMANSHIP:

1. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with the contract documents and shall be performed by persons qualified at their respective trades.
2. Work not conforming to these warranties shall be considered defective.
3. The warranty of materials and workmanship is separate and independent from and in addition to any of the contractor’s other guarantees or obligations in this contract.

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXAMPLE ONLY *ATTACHMENT C* SAMPLE ONLY
EXAMPLE/SAMPLE PRICING SCHEDULE 1 FOR STATEMENT OF WORK (SOW) 1:**

The Following Pricing Schedule is an EXAMPLE/SAMPLE ONLY. Interested Offerors should Submit their own Pricing Proposal on company letterhead as part of their proposal and in accordance with Section XI. Statement of Needs and Section XII. Cost of Services.

A SEPARATE PRICING PRPOSAL/SCHEDULESHOULD BE SBMITTED FOR EACH STATEMENT OF WORK.

HVAC Services & Equipment Time & Material Services (Including Welding & Insulation Services):

<u>PART I: Labor Rates</u>				
<p>Enter hourly rates for labor services used in performing all work which may be required during the period of the contract. Labor rates shall be paid on the basis of Time on the Job Site. Labor rates shall include all direct and indirect costs such as transportation, G&A, contract supervision, and profit, etc. Overtime rates shall be billed for work done after standard hours, weekends and holidays.</p> <p>INVOICES WHICH INCLUDE MATERIALS COSTS AND EQUIPMENT RENTAL CHARGES SHALL BE ACCOMPANIED BY SUPPLIERS INVOICES TO SUBSTANTIATE COSTS TO CONTRACTOR.</p>				
<p align="center">Labor Rates – Regular time – 6:00AM to 5:00PM, Monday through Friday Overtime – 5:00PM to 6:00AM (Monday through Friday), weekends and holidays</p>				
Item	Labor Category	Unit	Regular Time Rate	Overtime Rate
1.	HVAC Assistant/Helper – Regular Time	HR	\$ _____	\$ _____
2.	HVAC Technician	HR	\$ _____	\$ _____
3.	Controls Specialist – Regular Time	HR	\$ _____	\$ _____
4.	Welder – Regular Time	HR	\$ _____	\$ _____
5.	Welder Assistant/Helper – Regular Time	HR	\$ _____	\$ _____
6.	Insulator – Regular Time	HR	\$ _____	\$ _____
7.	Insulator Assistance – Regular Time	HR	\$ _____	\$ _____
8.	HVAC Leader/Supervisor – Regular Time	HR	\$ _____	\$ _____
9.	Administration/Clerk – Regular Time	HR	\$ _____	\$ _____

**EXAMPLE ONLY *ATTACHMENT C* SAMPLE ONLY
EXAMPLE/SAMPLE PRICING SCHEDULE 1 FOR STATEMENT OF WORK (SOW) 2:**

The Following Pricing Schedule is an EXAMPLE/SAMPLE ONLY. Interested Offerors should Submit their own Pricing Proposal on company letterhead as part of their proposal and in accordance with Section XI. Statement of Needs and Section XII. Cost of Services.

A SEPARATE PRICING PRPOSAL/SCHEDULESHOULD BE SBMITTED FOR EACH STATEMENT OF WORK.

Standard Boilers (All Campuses) Preventive Maintenance & Time and Material Services:

<u>PART I: Preventive Maintenance (PM) for Standard Boilers (see Attachment D for list of Boilers)</u>			
Enter a fixed fee (lump sum) price for the Preventive Maintenance (PM) as defined in Section VIII. SOW 2 for the boilers listed in Attachment D.			
1.	Total Sum – Preventive Maintenance Program - Arlington Campus	Lump Sum (fixed Fee)	\$ _____
2.	Total Sum – Preventive Maintenance Program - Fairfax Campus	Lump Sum (fixed Fee)	\$ _____
3.	Total Sum – Preventive Maintenance Program - Prince William Campus	Lump Sum (fixed Fee)	\$ _____

<u>PART II: Labor Rates</u>				
Enter hourly rates for labor services used in performing all work which may be required during the period of the contract. Labor rates shall be paid on the basis of <u>Time on the Job Site.</u> Labor rates shall include all direct and indirect costs such as transportation, G&A, contract supervision, and profit, etc. Overtime rates shall be billed for work done after standard hours, weekends and holidays.				
INVOICES WHICH INCLUDE MATERIALS COSTS AND EQUIPMENT RENTAL CHARGES SHALL BE ACCOMPANIED BY SUPPLIERS INVOICES TO SUBSTANTIATE COSTS TO CONTRACTOR.				
Labor Rates – Regular time – 6:00AM to 5:00PM, Monday through Friday Overtime – 5:00PM to 6:00AM (Monday through Friday), weekends and holidays				
Item	Labor Category	Unit	Regular Time Rate	Overtime Rate
1.	Boiler Technician	HR	\$ _____	\$ _____
2.	Helper	HR	\$ _____	\$ _____
3.	Leader	HR	\$ _____	\$ _____
4.	Controls Specialist	HR	\$ _____	\$ _____
5.	Administration/Clerk	HR	\$ _____	\$ _____

**EXAMPLE ONLY *ATTACHMENT C* SAMPLE ONLY
EXAMPLE/SAMPLE PRICING SCHEDULE 1 FOR STATEMENT OF WORK (SOW) 3:**

The Following Pricing Schedule is an EXAMPLE/SAMPLE ONLY. Interested Offerors should Submit their own Pricing Proposal on company letterhead as part of their proposal and in accordance with Section XI. Statement of Needs and Section XII. Cost of Services.

A SEPARATE PRICING PROPOSAL/SCHEDULE SHOULD BE SUBMITTED FOR EACH STATEMENT OF WORK.

Specialty Boilers (BRL & CHCP Locations Only) Preventive Maintenance & Time and Material

<u>PART I: Preventive Maintenance (PM) for Specialty Boilers (see Attachment E for list of Boilers)</u>			
Enter a fixed fee (lump sum) price for the Preventive Maintenance (PM) as defined in Section VIII. SOW 3 for the boilers listed in Attachment E – Specialty Boilers.			
1.	Total Sum – Preventive Maintenance Program - BRL Prince William (Science and Technology Campus)	Lump Sum (fixed Fee)	\$ _____
2.	Total Sum – Preventive Maintenance Program - CHCP (Fairfax Campus)	Lump Sum (fixed Fee)	\$ _____

<u>PART II: Labor Rates</u>				
Enter hourly rates for labor services used in performing all work which may be required during the period of the contract. Labor rates shall be paid on the basis of <u>Time on the Job Site</u> . Labor rates shall include all direct and indirect costs such as transportation, G&A, contract supervision, and profit, etc. Overtime rates shall be billed for work done after standard hours, weekends and holidays. INVOICES WHICH INCLUDE MATERIALS COSTS AND EQUIPMENT RENTAL CHARGES SHALL BE ACCOMPANIED BY SUPPLIERS INVOICES TO SUBSTANTIATE COSTS TO CONTRACTOR.				
Labor Rates – Regular time – 6:00AM to 5:00PM, Monday through Friday				
Overtime – 5:00PM to 6:00AM (Monday through Friday), weekends and holidays				
Item	Labor Category	Unit	Regular Time Rate	Overtime Rate
1.	Boiler Technician	HR	\$ _____	\$ _____
2.	Helper	HR	\$ _____	\$ _____
3.	Leader	HR	\$ _____	\$ _____
4.	Controls Specialist	HR	\$ _____	\$ _____
5.	Burner Management Control Tech	HR	\$ _____	\$ _____
6.	Refractory/Fire Brick Tech	HR	\$ _____	\$ _____

7.	Administration/Clerk	HR	\$ _____	\$ _____
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