



Purchasing Department  
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Fairfax, Va. 22030  
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<http://fiscal.gmu.edu/purchasing>

**STANDARD CONTRACT  
GMU-1823-22**

This Contract entered on this 4th day of November, 2022 (Effective Date) by American Combustion Industries, Inc. (ACI) hereinafter called "Contractor" (located at 7100 Holladay Tyler Road, Suite 233, Glen Dale, MD 20769) and George Mason University hereinafter called "Mason," or "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 Boilers & HVAC Repairs, Preventative Maintenance and Services for the Facilities Management Department of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One-year period starting December 27, 2022 with four (4) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** Attachment A – ACI Best and Final Offer (Pricing) dated October 10, 2022
- V. **CONTRACT ADMINISTRATION:** Rodemil Billiones 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:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to [acctpay@gmu.edu](mailto:acctpay@gmu.edu) with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed Contract;
  - B. Negotiation Responses dated September 26, 2022 and October 10, 2022 (incorporated herein by reference);
  - C. RFP No. GMU-1823-22, in its entirety (incorporated herein by reference);
  - D. Contractor's proposal dated August 10, 2022 (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:** 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(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 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 the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*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. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University 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 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 this 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 agreement, 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 Contract terms and conditions, 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](mailto: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](mailto: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 George Mason University, 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:** The Contractor's signature on this contract constitutes certification that they have

inspected the job site and are 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. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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.

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.

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. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- JJ. **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.
- KK. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- LL. **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 lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and 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 lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and 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.
- MM. **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/>."
- NN. **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 an inventory of all hazardous materials brought onto Mason property. No hazardous material shall be brought on site without prior approval by the Contract Administrator.

- OO. **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.

- PP. **SAFETY:** The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and industry under title 40.1 of the Code of Virginia shall apply to all work under this contract.
- QQ. **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.
- RR. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- SS. **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.
- TT. **SWaM CERTIFICATION:** Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, 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 this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- UU. **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.
- VV. **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.

WW. **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.

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.

Mason reserves the right in its sole discretion to perform audits of Contactor, 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.

XX. 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.

YY. 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.

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

AAA. 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.

BBB. 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.

American Combustion Industries, Inc. (ACI)

Signature:   
 Name: Tim Skerits  
 Title: President  
 Date: 11/7/22

George Mason University

DocuSigned by:  
  
 Signature:   
 Name: Cliff Shore  
 Title: Chief Procurement Offi  
 Date: 11/7/2022

**HVAC Services & Equipment Time & Material Services (Including Welding & Insulation Services):****PART I: Labor Rates**

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.

**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.	HVAC Assistant/Helper – Regular Time	HR	\$98	\$122
2.	HVAC Technician	HR	\$164	\$226
3.	Controls Specialist – Regular Time	HR	\$186	\$242
4.	Welder – Regular Time	HR	\$164	\$226
5.	Welder Assistant/Helper – Regular Time	HR	\$98	\$127
6.	Insulator – Regular Time	HR	164	\$226
7.	Insulator Assistance – Regular Time	HR	\$98	\$122
8.	HVAC Leader/Supervisor – Regular Time	HR	181	\$235
9.	Administration/Clerk – Regular Time	HR	94	\$122

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

<b>PART I: Preventive Maintenance (PM) for Standard Boilers (see Attachment D for list of Boilers)</b>			
<b>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.</b>			
1.	Total Sum – Preventive Maintenance Program - Arlington Campus	Lump Sum (fixed Fee)	\$15,543
2.	Total Sum – Preventive Maintenance Program - Fairfax Campus	Lump Sum (fixed Fee)	\$28,159
3.	Total Sum – Preventive Maintenance Program - Prince William Campus	Lump Sum (fixed Fee)	\$85,152

\$0

<b>PART II: Labor Rates</b>				
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 <b>Time on the Job Site</b> . 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.				
<b>INVOICES WHICH INCLUDE MATERIALS COSTS AND EQUIPMENT RENTAL CHARGES SHALL BE ACCOMPANIED BY SUPPLIERS INVOICES TO SUBSTANTIATE COSTS TO CONTRACTOR.</b>				
<b>Labor Rates – Regular time – 6:00AM to 5:00PM, Monday through Friday</b>				
<b>Overtime – 5:00PM to 6:00AM (Monday through Friday), weekends and holidays</b>				
Item	Labor Category	HR	Regular Time Rate	Overtime Rate
1.	Boiler Technician	HR	\$164	\$226
2.	Helper	HR	\$98	\$122
3.	Leader	HR	\$181	\$235
4.	Controls Specialist	HR	\$186	\$242
5.	Administration/Clerk	HR	\$94	\$122

**Specialty Boilers (BRL & CHCP Locations Only) Preventive Maintenance & Time and Material****PART I: Preventive Maintenance (PM) for Specialty Boilers (see Attachment E for list of Boilers)**

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)	\$33,705
2.	Total Sum – Preventive Maintenance Program - CHCP (Fairfax Campus)	Lump Sum (fixed Fee)	\$31,877

**PART II: Labor Rates**

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.

**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**

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Item	Labor Category	Unit	Regular Time Rate	Overtime Rate
1.	Boiler Technician	HR	\$164	\$213
2.	Helper	HR	\$98	\$122
3.	Leader	HR	\$186	\$242
4.	Controls Specialist	HR	\$186	\$246
5.	Burner Management Control Tech	HR	\$186	\$246
6.	Refractory/Fire Brick Tech	HR	\$152	\$198
7.	Admin Clerk	HR	\$94	\$122



**October 10, 2022**

**George Mason University  
4400 University Drive, MS 3C5  
Fairfax, VA 22030**

**Attn: Ms. Katherine Sirotin**

**Re: GMU- 1823-22 Boilers & HVAC Repairs – Preventive Maintenance & Services  
Round II Negotiations & Proposal Clarifications**

Ladies & Gentlemen:

American Combustion Industries, Inc., (ACI) is pleased to provide for your review and consideration our Round II Negotiations and responses as requested in your letter dated October 3, 2022. ACI shall address each question in the order they were received.

ACI has provided the following documentation for the bid request:

- ACI Cover Letter
- Round II Questions and Responses.
- Pricing Sheets for all three areas and PM costs from Round I negotiations.

In reviewing the attached document if you have any questions please feel free to contact us anytime.

American Combustion Industries, Inc. thanks you for the opportunity to quote this project. We look forward to the continued opportunity to provide ACI's professional services for George Mason Facilities.

Respectfully Submitted,  
American Combustion Industries, Inc.

*David Grimard*

David Grimard  
Senior Sales Engineer, ACI  
[dgrimard@aciindustries.com](mailto:dgrimard@aciindustries.com)



ACI has provided the questions asked and below provided ACI's responses in red bold to the negotiation points.

1. **Pricing:** We would greatly appreciate it if ACI could provide their Best and Final Offer (BAFO) at this time. If there are any additional discounts available for your time and material (T&M) or preventive maintenance (PM) pricing we would greatly appreciate if you apply them at this time. Pricing is a major factor in this award and the Committee would appreciate ACI taking another look at their pricing as the results of these negotiations will impact their final award decision.

**ACI has reviewed the pricing provided and has made best value adjustments to certain price areas within the three groups in the 1<sup>st</sup> Price Negotiations. ACI will be staying with the pricing provided from the 1<sup>st</sup> round reductions.**

**After much discussion internally with upper management we agreed George Mason is a good customer of ACI and has been a continued additional source of opportunities. ACI has already reduced the rates considerable in Round I to the lowest acceptable rate we are comfortable providing.**

**ACI is hoping ACI will continue to be George Masons Service Contractor of choice!**

2. **Scope & Pricing Clarification RFP Section XI. 3. C.: - SOW 3 - Specialty Boilers (BRL & CHCP Locations Only) Preventive Maintenance & Time and Material:**
  1. **Please confirm that ACI acknowledges that semi-annual (twice per year) combustion testing will be performed at the BRL Facility in Manassas. There are no other changes to the scope/requirements as originally listed in the RFP other than frequency of testing:**

Combustion Testing will be required at the Bio-Medical Research Lab (BRL) Facility in Manassas, Virginia and shall be performed on a **Semi-Annual basis**. The combustion tests shall be performed during the annual cleaning and inspection and again 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.

**ACI confirms and acknowledges ACI has included the cost for the scope for BRL. There are two semi-annual combustion tests performed as per the scope listed above and, in the documents, provided.**



**II. Please confirm that ACI acknowledges that annual (once per year) combustion testing will be performed at the (~~BRL Facility in Manassas~~) Central Heating Plant CHCP) in Fairfax. There are no other changes to the scope/requirements as originally listed in the RFP other than frequency of testing:**

- III. Combustion Testing will be required at the Central Heating and Cooling Plant (CHCP) in Fairfax, Virginia and shall be performed on an Annual Basis. The combustion test shall be performed during the annual cleaning and inspection. 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.

**ACI confirms and acknowledges ACI has included the cost for the scope for CHCP. There is one annual combustion test performed as per the scope listed above and, in the documents, provided.**

**Note: ACI has made the correction for the Title of this location. CHCP not BRL.**

**In conclusion has mentioned ACI sincerely looks forward to this continued opportunity to provide George Mason ACI's professional services.**

**HVAC Services & Equipment Time & Material Services (Including Welding & Insulation Services):****PART I: Labor Rates**

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.

**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**

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8.	HVAC Leader/Supervisor – Regular Time	HR	181	\$235
9.	Administration/Clerk – Regular Time	HR	94	\$122

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

<b>PART I: Preventive Maintenance (PM) for Standard Boilers (see Attachment D for list of Boilers)</b>			
<b>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.</b>			
1.	Total Sum – Preventive Maintenance Program - Arlington Campus	Lump Sum (fixed Fee)	\$15,543
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3.	Total Sum – Preventive Maintenance Program - Prince William Campus	Lump Sum (fixed Fee)	\$85,152

\$0

**PART II: Labor Rates**

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.

**INVOICES WHICH INCLUDE MATERIALS COSTS AND EQUIPMENT RENTAL CHARGES SHALL BE ACCOMPANIED BY SUPPLIERS INVOICES TO SUBSTANTIATE COSTS TO CONTRACTOR.**

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**Specialty Boilers (BRL & CHCP Locations Only) Preventive Maintenance & Time and Material****PART I: Preventive Maintenance (PM) for Specialty Boilers (see Attachment E for list of Boilers)**

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)	\$33,705
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**PART II: Labor Rates**

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4.	Controls Specialist	HR	\$186	\$246
5.	Burner Management Control Tech	HR	\$186	\$246
6.	Refractory/Fire Brick Tech	HR	\$152	\$198
7.	Admin Clerk	HR	\$94	\$122



**September 26, 2022**

**George Mason University  
4400 University Drive, MS 3C5  
Fairfax, VA 22030**

**Attn: Ms. Katherine Sirotn**

**Re: GMU- 1823-22 Boilers & HVAC Repairs – Preventive Maintenance & Services  
Round 1 Negotiations & Proposal Clarifications**

Ladies & Gentlemen:

American Combustion Industries, Inc., (ACI) is pleased to provide for your review and consideration our Round 1 Negotiations and responses as requested in your letter dated September 20, 2022. ACI shall address each question in the order they were received.

ACI has provided the following documentation for the bid request:

- ACI Cover Letter
- Round One Questions and Responses.
- Revised Pricing Sheets for all three areas and PM costs.
- ACI T&M Rates

In reviewing the attached document if you have any questions please feel free to contact us anytime.

American Combustion Industries, Inc. thanks you for the opportunity to quote this project. We look forward to the continued opportunity to provide ACI's professional services for George Mason Facilities.

Respectfully Submitted,  
American Combustion Industries, Inc.

*David Grimard*

David Grimard  
Senior Sales Engineer, ACI  
[dgrimard@aciindustries.com](mailto:dgrimard@aciindustries.com)



ACI has provided the questions asked and below provided ACI's responses in red bold to the negotiation points.

1. **Pricing:** We would greatly appreciate it if ACI could review their pricing and provide the best possible rates and pricing at this time. We have noted that, in comparison to ACI's current contract pricing with GMU under Contract GMU-1334-16, that ACI has escalated their regular time labor rates for all labor categories by an average of 20% (with some rate escalations being as much as 32%), overtime rates escalating by an average of 26% (with some rate escalations being as much as 37%) and preventative maintenance pricing escalating by an average of 9% for standard boilers and 24% for specialty boilers. These escalations are very high, even under the current economic conditions, and exceeds the current CPIU inflation index of 6.8%.

GMU is a long-time customer of ACI and our contract is a potential 5-year agreement (one option year with 4 optional renewals). The contract is also cooperative and allows for other agencies to utilize the agreement without having to pursue formal competition which represents additional work opportunity and growth for ACI should they be awarded a contract under this RFP.

**ACI has reviewed the pricing provided and have made best value adjustments to certain price areas within the three groups. First ACI would like to respond to the questions asked regarding the escalated prices provided. ACI first bid the original contract back six years ago. We were very aggressive in pricing to obtain the contract the same for this contract. The original contract pricing in 2016 reflected the lower amounts provided. There were CPU increases over the years skipping the first years increase. This low CPU increase over the years did not keep up with the HVAC commercial current rates for service. Last increase was higher CPU but it still resulted in a lower total rates.**

**ACI also increased the Helper rates from the original contract rates. We found over the years the apprentices cost was too low for the classification of a helper. ACI uses apprentices for the helper classification. The apprentice is anywhere from a 1<sup>st</sup> year apprentice to a 5<sup>th</sup> year apprentice. The knowledge and qualifications of the apprentice to a helper is night and day. The apprentice is in a 5 year union apprenticeship program and by the 4-5<sup>th</sup> year has a majority of the skills of a journeyman and would be a journeyman after graduating from the apprenticeship. ACI does not use helpers with steamfitter crew or the HVAC mechanic.**

**There was another reason for the escalation in this bid pricing. Sales tax exemption was initially figured to be also included for ACI. After obtaining the contract for several months it was discovered ACI would not be tax exempt and would have to cover the additional current 6% VA Sales Tax and per could not mark up the material pricing which resulted in a 6% loss on any taxed item. Over the years pending what equipment was sold this resulted in some projects with high material cost or rentals not being profitable. ACI mentioned this tax issue in one of the RFIs for this contract. There are other universities that are tax exempt for both the facility and the contractor. American University and DC Schools are those locations. Not sure the differences besides location.**

**ACI has also provided our current T&M and Service contract rates as a reference to the current rates for T&M or Service Contract Service used in the DC & Baltimore regions.**



**End result the wage rates were increased to obtain closer to our industry standard rates. Overtime rates are normally 50% higher than normal rates.**

**After much discussion internally with upper management we agreed George Mason is a good customer of ACI and has been a continued additional source of opportunities. ACI has reduced the overtime rates considerable in some areas and reduced the normal hours rates listed to the lowest acceptable rate we are comfortable providing.**

**2. Scope & Pricing Clarification RFP Section XI. 3. C.: - SOW 3 - Specialty Boilers (BRL & CHCP Locations Only) Preventive Maintenance & Time and Material:**

We are requesting that ACI revise their pricing and proposal to account for the following changes to Scope of Work 3 for the Specialty Boilers (BRL & CHCP Locations Only) RFP Section XI. 3. C. concerning Combustion Testing at the BRL and CHCP Facilities:

**I. Clarification to Scope for Combustion Testing at the BRL Facility:**

Combustion Testing will be required at the Bio-Medical Research Lab (BRL) Facility in Manassas, Virginia and shall be performed on a **Semi-Annual** basis. The combustion tests shall be performed during the annual cleaning and inspection and again 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.

**ACI has provide the cost based on the identical scope as requested in the RFP and within this clarification. The cost has a difference compared to the last contract PM for BRL Facility. The reason is the Annual PM takes longer than expected to complete. The cost reflects this increase.**

**II. Clarification to Scope for Combustion Testing at the Central Heating and Cooling Plant (CHCP):**

Combustion Testing will be required at the Central Heating and Cooling Plant (CHCP) in Fairfax, Virginia and shall be performed on an **Annual Basis**. The combustion test shall be performed during the annual cleaning and inspection. 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.

**ACI has also provided the cost for the CHHP based on the identical scope as requested in the RFP and within the clarification.**

**This cost has increased for CHCP also. We have noticed over the years the combustion testing takes a longer time than originally estimated. There are 5 boilers in the contract. The original only had 4 boilers.**

- 3. Clarification:** Please confirm that ACI is offering on all three (3) Scopes of Work in this RFP. You completed all three (3) pricing schedules but we would appreciate your confirmation that your firm is offering to provide services under all three Scopes of Work (Scope 1, 2 and 3) in this RFP.

**ACI confirms we have provided costs for all three scopes and are very capable of handling all three scopes as we have done since 2016 when the original contract was awarded.**

**In conclusion has mentioned ACI sincerely looks forward to this continued opportunity to provide George Mason ACI's professional services.**



**September 26, 2022**

**George Mason University  
4400 University Drive, MS 3C5  
Fairfax, VA 22030**

**Attn: Ms. Katherine Sirotin**

**Re: GMU- 1823-22 Boilers & HVAC Repairs – Preventive Maintenance & Services  
Round 1 Negotiations & Proposal Clarifications**

Ladies & Gentlemen:

American Combustion Industries, Inc., (ACI) is pleased to provide for your review and consideration our Round 1 Negotiations and responses as requested in your letter dated September 20, 2022. ACI shall address each question in the order they were received.

ACI has provided the following documentation for the bid request:

- ACI Cover Letter
- Round One Questions and Responses.
- Revised Pricing Sheets for all three areas and PM costs.
- ACI T&M Rates

In reviewing the attached document if you have any questions please feel free to contact us anytime.

American Combustion Industries, Inc. thanks you for the opportunity to quote this project. We look forward to the continued opportunity to provide ACI's professional services for George Mason Facilities.

Respectfully Submitted,  
American Combustion Industries, Inc.

*David Grimard*

David Grimard  
Senior Sales Engineer, ACI  
[dgrimard@aciindustries.com](mailto:dgrimard@aciindustries.com)

**HVAC Services & Equipment Time & Material Services (Including Welding & Insulation Services):****PART I: Labor Rates**

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.

**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.	HVAC Assistant/Helper – Regular Time	HR	\$98	\$122
2.	HVAC Technician	HR	\$164	\$226
3.	Controls Specialist – Regular Time	HR	\$186	\$242
4.	Welder – Regular Time	HR	\$164	\$226
5.	Welder Assistant/Helper – Regular Time	HR	\$98	\$127
6.	Insulator – Regular Time	HR	164	\$226
7.	Insulator Assistance – Regular Time	HR	\$98	\$122
8.	HVAC Leader/Supervisor – Regular Time	HR	181	\$235
9.	Administration/Clerk – Regular Time	HR	94	\$122

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

<b>PART I: Preventive Maintenance (PM) for Standard Boilers (see Attachment D for list of Boilers)</b>			
<b>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.</b>			
1.	Total Sum – Preventive Maintenance Program - Arlington Campus	Lump Sum (fixed Fee)	\$15,543
2.	Total Sum – Preventive Maintenance Program - Fairfax Campus	Lump Sum (fixed Fee)	\$28,159
3.	Total Sum – Preventive Maintenance Program - Prince William Campus	Lump Sum (fixed Fee)	\$85,152

\$0

<b>PART II: Labor Rates</b>				
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 <b>Time on the Job Site</b> . 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.				
<b>INVOICES WHICH INCLUDE MATERIALS COSTS AND EQUIPMENT RENTAL CHARGES SHALL BE ACCOMPANIED BY SUPPLIERS INVOICES TO SUBSTANTIATE COSTS TO CONTRACTOR.</b>				
<b>Labor Rates – Regular time – 6:00AM to 5:00PM, Monday through Friday</b>				
<b>Overtime – 5:00PM to 6:00AM (Monday through Friday), weekends and holidays</b>				
Item	Labor Category	HR	Regular Time Rate	Overtime Rate
1.	Boiler Technician	HR	\$164	\$226
2.	Helper	HR	\$98	\$122
3.	Leader	HR	\$181	\$235
4.	Controls Specialist	HR	\$186	\$242
5.	Administration/Clerk	HR	\$94	\$122

**Specialty Boilers (BRL & CHCP Locations Only) Preventive Maintenance & Time and Material****PART I: Preventive Maintenance (PM) for Specialty Boilers (see Attachment E for list of Boilers)**

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)	\$33,705
2.	Total Sum – Preventive Maintenance Program - CHCP (Fairfax Campus)	Lump Sum (fixed Fee)	\$31,877

**PART II: Labor Rates**

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.

**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	\$164	\$213
2.	Helper	HR	\$98	\$122
3.	Leader	HR	\$186	\$242
4.	Controls Specialist	HR	\$186	\$246
5.	Burner Management Control Tech	HR	\$186	\$246
6.	Refractory/Fire Brick Tech	HR	\$152	\$198
7.	Admin Clerk	HR	\$94	\$122



7100 Holladay Tyler Road, Suite 233, Glenn Dale, MD 20769  
(301) 779-3400 / (301) 779-0425

## TIME AND MATERIAL RATES

### TIME DEFINITIONS:

**EFFECTIVE: August 1, 2022**

### STRAIGHT TIME (ST):

Monday through Friday, from the hours of 7:00am to 3:00pm

### OVERTIME (OT):

Monday through Friday after 3:00pm and all day (24 hours) Saturday and Sunday

### DOUBLE TIME (DBL):

All Holidays and Sundays (all work on Sundays for electricians and scheduled work for fitters & plumbers)

### TRAVEL TIME:

Time is charged at T&M Rates

TRADE	STRAIGHT TIME (ST) PER HOUR	OVERTIME (OT)	DOUBLETIME (OT)
Burner/Boiler Technician	\$181.00	\$271.50	\$362.00
A/C Service Technician	\$181.00	\$271.50	\$362.00
DDC/Pneumatics Technician	\$208.00	\$312.00	\$416.00
Industrial Instrumentation Technician	\$208.00	\$312.00	\$416.00
Electrician	\$181.00	\$271.50	\$362.00
Plumber Mechanic	\$181.00	\$271.50	\$362.00
Welder Mechanic	\$181.00	\$271.50	\$362.00
Service Contract Rate	\$164.00	\$246.00	\$328.00
Service Contract Rate-All Apprentices	\$115.00	\$172.50	\$230.00
Apprentice Rates Non-contract (ALL TRADES)	\$123.00	\$184.50	\$246.00
Truck Driver	\$110.00	\$165.00	\$220.00
Bricklayer/Refractory	\$154.00	\$231.00	\$308.00
Equipment Operator	\$154.00	\$231.00	\$308.00
Service Contract-DDC/Pneumatics, Industrial Instrumentation Tech	\$186.00	\$279.00	\$372.00



**July 10, 2022**

**George Mason University  
4400 University Drive, MS 3C5  
Fairfax, VA 22030**

**Attn: Ms. Katherine Sirotin**

**Re: GMU- 1823-22 Boilers & HVAC Repairs – Preventive Maintenance & Services**

Ladies & Gentlemen:

American Combustion Industries, Inc., (ACI) is pleased to provide for your review and consideration our price proposal for the Repairs & PM contract for George Mason Facilities as provided in the RFP dated July 13, 2022 and the Addendum sent July 29, 2022.

ACI has provided the following documentation for the bid request:

- ACI Cover Letter
- Signed Addendum #1
- Attachment A – Small Business Sub-Contracting Plan
- Payment Preference
- Qualifications & Experience
- References
- ACI Organizational Chart
- ACI Methodology
- Proposed Pricing
- Resumes & Licenses

In reviewing the attached bid proposal if you have any questions please feel free to contact us anytime. The proposal shall remain valid to the award date for the bid proposal

American Combustion Industries, Inc. thanks you for the opportunity to quote this project. We look forward to the continued opportunity to provide ACI's professional services for George Mason Facilities.

Respectfully Submitted,  
American Combustion Industries, Inc.

*David Grimard*

David Grimard  
Senior Sales Engineer, ACI  
[dgrimard@aciindustries.com](mailto:dgrimard@aciindustries.com)



Purchasing Department  
Mailing Address: 4400 University Drive, Mailstop 3C5  
Street Address: 4441 George Mason Boulevard, 4<sup>th</sup> Floor, Suite 4200  
Fairfax, Va. 22030  
Voice: 703.993.2580 | Fax: 703.993.2589

July 29, 2022

**RFP ADDENDUM #1**

Reference – Request for Proposal:	GMU-1823-22
Title:	Boilers & HVAC Repairs, Preventive Maintenance (PM) and Services
Dated:	July 13, 2022
For Delivery To:	George Mason University

**The following changes are hereby incorporated into the aforementioned RFP:**

**Please make sure to sign and include this addendum and all other addendums issued under this RFP with your offer/proposal.**

- **Answers to Questions submitted by the Question Submission Deadline on July 26, 2022 by 4:00PM Eastern Time (ET):**

**Answers to these questions shall be considered part of the RFP requirements and the offeror should include any changes that result from this addendum into their offer. Failure to consider the information provided below may result in your offer being scored lower:**

1. **Question:** Was attendance at all three (3) Pre-proposal and Site Visits/Walkthroughs required to offer? Will another site visit/walkthrough be offered?  
**Answer:** Yes, per the Request for Proposal (RFP): Attendance at the Pre-proposal conference and site visits/walkthroughs listed in the RFP was mandatory. If your firm did not attend and opts to submit an offer anyway it may be scored lower by the Committee. Please see RFP Page 1 “Mandatory Site Visits & Pre-Proposal Conference” section and Page 14, Section 6. Mandatory Pre-Proposal Conference and Site Visits.”  
No further/additional pre-proposal conferences or site visits will be offered.
2. **Question:** The equipment list for Arlington Campus at Founders was not provided in the bid. When we were on the site visit for Arlington we received an equipment list. We would like to see this list incorporated in the bid documents. Please let us know.  
**Answer:** Please refer to the Attached, REVISED, Attachment D for Prince William and Arlington Campuses. We have updated these attachments with the equipment shown at the Arlington walkthrough and Prince William walkthroughs. These attachments revise and will take precedent over any of the information provided in the earlier versions of Attachment D.
3. **Question:** The equipment list Attachment D- Standard Boilers – PW under Freedom Center only lists the CB boilers. It does not list the other Lochinvar and Domestic heating equipment. Does this equipment need to be added to the list? Please let us know.  
**Answer:** Please refer to the Attached, REVISED, Attachment D for Prince William and Arlington Campuses. We have updated these attachments with the equipment shown at the Arlington walkthrough and Prince William walkthroughs. These attachments revise and will take precedent over any of the information provided in the earlier versions of

4. **Question:** There is no mention of the Tax Exemption for George Mason. We have researched and found George Mason is tax exempt if they purchase equipment and materials. The contractor is not. Please explain and let us know the tax status for the contractor.

**Answer:** Mason is a Public University and an entity of the Commonwealth of Virginia and is therefore, in most cases, a tax-exempt entity. For details on the Commonwealth's tax exemptions please refer to page 18 of 53 of the Higher Education Manual, Section C. Taxes. The link is available below. Mason can provide a tax-exempt certificate upon request. Most Contractors are not tax exempt and are responsible for paying all taxes, duties, and fees in the course of doing business. If you are unsure of your tax responsibilities we recommend you contact a firm or organization that specializes in taxes as Mason cannot advise on your individual tax situation.

Regarding Sales and Use Tax for Contractors: Persons who contract with the Commonwealth or its political subdivisions to perform a service and in conjunction therewith furnish some tangible personal property are deemed to be the consumers of all such property and are not entitled to exemption on the grounds that a governmental entity is a party to the contract. This is true even though title to the property provided may pass to the government and/or the contractor may be fully and directly reimbursed by the government. The same principle applies to persons who enter into contracts with a governmental entity to perform real property construction or repair.

Higher Education Manual: <https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf>

5. **Question:** We noticed the bid package has the pricing listed for the based year only. Each consecutive year is negotiated based on CPI-U Index. Can the pricing sheets be extended to include the consecutive years in lieu of the CPI each year? This way the cost is already listed in the bid for the entire contract if awarded each consecutive year. Please let us know.

**Answer:** The Contractor is welcome to submit pricing for the base year and the optional one-year renewals as part of their proposal and to request that the pricing be fixed at time of contract award for all optional one-year renewals (in lieu of being negotiated at time of renewal based on the CPI-U index). However, if the Contractor is selected by Mason to move to negotiations, Mason reserves the right to negotiate pricing for all years and options proposed by the Contractor. It is also at Mason's sole and absolute discretion to award only the base year pricing and, as part of negotiations, prior to Contract award, request that the Contractor's renewal pricing be negotiated at time of contract renewal, if Mason opts to renew, and to be based on the CPI-index, whichever is in the best interest of the University. If your firm is moved to the negotiation stage pricing and renewal terms can be negotiated at that time.

6. **Question:** Since this bid is listed under E-VA will there be a transaction Fee cost owed to E-VA for the awarded contractor?

**Answer:** Please refer to the RFP, Page 4, Section VI. "eVA Business-To-Government Vendor Registration." Per this section, any firm that is awarded a contract with Mason will be required to self-register with eVA and pay any Vendor Transaction Fees resulting from award of a contract and/or Purchase Order. These fees may not be passed on to Mason or invoiced back to Mason as they are a cost of doing business with the Commonwealth of Virginia and Mason is required to pay their own eVA fees for use of the system (which is mandated by the Commonwealth of Virginia). Any invoices that contain an "eVA fee" or other fee/cost not negotiated as part of the contract award or

agreed upon in advance of Purchase Order award will be rejected back to the firm for correction. If you have questions about the eVA fees or self-registration please contact eVA Customer Care either by phone at 1-866-289-7367 or by email at [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov).

7. **Question:** What component is the specific delineation of Controls responsibility between your Building Controls contractor and the local controls on the boilers?

**Answer:** The Contractor awarded this contract will not be responsible for any of the Building Control/Building automation systems. The only requirement in the RFP related to controls is in the Statement of Work (SOW) 1 which states that, in the case of “DDC Controls: The Contractor shall provide the most current Desigo controllers (DDC) compatible with the existing Siemens campus infrastructure (whenever applicable).” The intent of this requirement is to ensure that contractor’s utilize the latest/most upgraded equipment available for these projects/installs and not use outdated equipment from warehouse inventory and then require us to pay again to have updated/current equipment installed.

8. **Question:** Is an AC equipment list to be provided?

**Answer:** No, an AC equipment list is not available/will not be provided. Please note that any work on AC equipment would either be requested in advance of service and the contractor would provide a proposal/estimate that incorporates their contract labor rates and material costs OR in an emergency situation, where a proposal or estimate could not be obtained in advance, the contractor would bill at their labor rates and will be for any materials at cost and provide invoices backing up the material purchases.

9. **Question:** Is statement of work #1 - HVAC Equipment maintenance solely a labor rate bid on a GMU “as needed” basis? Is this intended as a supplemental labor source to compliment GMU’s own staff abilities?

**Answer:** Yes, Statement of Work (SOW) #1 is solely a labor rate (Time & Material) offer for the repair, installation, and/or replacement of heating, ventilation, and air conditioning (HAV) 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). In most cases, the Contract Administrator (CA) or delegate will reach out to the awarded firm to request a proposal/estimate to provide repairs, install/replacement, welding and installation services, etc. for a specific job/project and that proposal should be composed of the labor and material rates listed on the contract awarded to the firm. Mason reserves the right to further negotiate pricing for specific jobs/projects depending on the scope, scale and volume of the procurement.

In certain emergency situations, where an estimate or proposal cannot be obtained prior to work starting, the Contractor will bill on a Time and Material (T&M) basis per the rates negotiated in any resulting contract award. If your emergency rates differ from your standard rates or if you have differing rates for “after hour”, “holiday” or “weekend” rates please clearly define your rate schedule and rates. Your offer should be comprehensive and include any rates, pricing, fees, etc. Please clearly define in your offer, if you have varying rate schedules, what constitutes an “after hour”, “holiday”, “weekend” or “emergency rate”, if they differ from your standard rates, in your proposal. Please include what hours trigger those rates, how those situations are defined, etc.

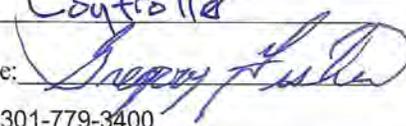
The Offeror should strive to include all labor rates/categories that they determine may be necessary to provide services under this scope. The Contractor may be required to

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

**Please sign and include this addendum as part of your offer.**

In Compliance With this RFP And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services required by this RFP at the prices indicated in the pricing schedule, and the undersigned hereby certifies that all information provided below and in any schedule hereto is true, correct, and complete.

Name and Address of Firm:  
AMERICAN COMBUSTION INDUSTRIES  
7100 Holladay Tyler Rd #233  
Glenn Dale MD 20769  
Fed ID No: 521395824  
Email: dgrimard@aciindustries.com

Date: 8/1/22  
By: Gregory Fisher  
Title: Controller  
Signature:   
Phone: 301-779-3400

Sincerely,  
Katherine Sirotin  
Director, Purchasing & Fiscal Services (VCO, CUPO)  
Facilities Department  
George Mason University

**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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** American Combustion Industries

**Preparer Name:** David P. Grimard **Date:** July 10, 2022

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

**ACI is not a SWAM or Small Business. ACI constantly searches for Small Business Organizations to partner with for the limited Sub Contractors needed. (8% of all work will be performed by ACI inhouse personnel based on the RFP received. For additional repairs ACI will reach out to subcontractors for Electrical (power and conduit ) and insulation of piping or duct 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: \_\_\_\_\_



**ACI shall use the Option #3 Payment Plan of payment within 30 days**

**XV. 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](mailto: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 10<sup>th</sup> 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 20<sup>th</sup> 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](mailto:AcctPay@gmu.edu)

**XXXX 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.**

# **ACI TECHNICAL PROPOSAL**

## **Technical Proposal**

### **2. Qualifications & Experience**

#### **a. b, Company Background – Size – Location Specialty areas**

ACI is one of the most experienced local mechanical, plumbing, service and retrofit companies in the MD/ DC/VA today. We employ 112 full time employees and our capacity for construction work is approximately \$25,000,000 a year and \$12,000,000 a year in service work. ACI employs over 75 field employees which include steamfitters, welders, plumbers and service technicians plus a staff of administrative employees, including estimators, project and service managers with extensive experience providing service in approximately 350 facilities. ACI's area of expertise is in the service and renovation for occupied/active facilities and does not typically perform new construction projects

ACI maintains a 24,000 sq ft office and warehouse as well as a 2 acre fenced in storage yard in our Glenn Dale, MD location with space for equipment deliveries, and service supplies from equipment, controls, piping etc. ACI also prefabricates piping projects to support our mechanical, plumbing, service and controls divisions. For emergency response, we have backhoes, skid loaders, rollback trucks, mini-excavator, etc.

All ACI's welders, and the company, hold ASME and National Board of Boiler and Pressure Vessel Certifications, including R, A, H and PP Authorizations. These stamps, not only sets us apart from most companies, but also prove our dedication to quality of materials used and superb workmanship. The National Board of Boiler and Pressure Vessel is an internationally recognized standard in United States and Canada. All apprentices are required to complete a five year apprenticeship program and graduate from the UA Mechanical Trade School. ACI is proud to state, over the last ten years, two of ACI's apprentices have graduated as valedictorian of their class, as well as six apprentices graduating as Welder of the Year, at the UA Mechanical Trade School.

The overall success of ACI as a company can be seen in the longevity of our team. A substantial number of ACI team members have worked together at ACI for over 20 years. The ACI team is thoroughly knowledgeable in all aspects of service, project management and construction, the technical aspects of boiler construction and operations, burner control systems, and hydronic and steam piping. ACI has consistently produced a quality installation for our clients while managing the client expectations. ACI believes that communication is the best way to ensure a smooth and successful project. The team meets formally on a weekly basis and informally, as needed, to address matters as they arise. ACI also reviews projects at completion with all team members to discuss any areas which may improve our processes on future projects.

ACI office is located approximately 39 miles from George Mason. The field personnel do not regularly come to the office and travel from home to work and back home. ACI is a large mechanical contractor that employs approximately 30 HVAC Service technicians with range of skills from small commercial to large college campus plants. The service technicians drive ACI full sized vans that are stocked with tools required and a good selection of replacement parts used in the industry. ACI employs 30 steamfitter crews that drive ACI welding rigs with welding machines, torches, tools, and materials generally used. The steamfitters are ASME certified welders. All ACI employees carry company provided smart phones, and communication with main office and technicians regularly.

#### **c. d Qualifications & Experience To match GMU Requirements -**

ACI is very familiar with providing proposals for performing repairs. ACI provides services Howard University, University of MD, UMBC, NSA, Inova Hospitals, Washington Naval Facilities, and WSSC that all have similar requirements of providing proposal for most service jobs. ACI has a good track record of estimating and providing the proposals to the customer promptly as requested. There is never a charge for an estimate and proposal from ACI.

ACI has numerous service contract throughout the DC and Baltimore area. The scope of work listed is very similar to the scope of work ACI normally provides to our contract customers. ACI shall follow the base line of the Scope of work and develop and maintenance checklist and log kept at each location.

ACI's service software program follows and assigns tasks throughout the year. After schedules are provided it alerts the dispatchers and technicians of upcoming maintenance required. This guarantees locations and tasks will not be missed.

ACI is familiar with GMU schedule on when the Annual maintenance has been performed over the past years. ACI will continued to use the assigned service technicians to perform annual maintenance. ACI is trained and well experience to locate any deficiencies that will potentially cause future problems early providing predictive maintenance.

The lead technicians shall follow through on the Semi Annual inspections. This allows the technicians to familiarize with each location. If the technician isn't available ACI always has additional back up technicians to overlap to cover the maintenance.

ACI uses state of the art Testo and Enerac digital combustion analyzers. Every technician has a combustion analyzer. ACI always perform the tests and adjustment in the same procedure listed. We first look at the current readings and then provide adjustment to improve the combustion efficiency and still maintain a safe combustion process. Each analyzer provides a print out of the test performed. We normally mark the burners that have linkage components to check on future inspections if any linkage has slipped or moved.

Emergency Services - ACI has 24/7/365 response to all calls to ACI. After business hours ACI calls are directed to an answering service that receive and relay the calls to the appropriate trade. There are several trades on call at all times. Boiler service, burner service, AC service, steamfitter & and plumbing services. ACI employees live in Virginia, DC, and Maryland. For this project ACI will assign VA Employees that will respond to emergency calls.

Welding Services & Insulation Services: This paragraph also follows the proposal guideline listed above. ACI would like to comment on the welding services. ACI has provide a listing of the welding certifications we are licensed to perform. It is quite impressive. All of the steamfitters are 602 union and are some of the best in the area. The difference in ACI the crew drives a fully loaded welding rig in lieu of working from job boxes. This provides crews that are equipped and ready to handle any project or emergency immediately if needed. ACI has also performed welding services on the boilers and systems over the years.

Annual Combustion Testing – ACI uses state of the art Testo and Enerac digital combustion analyzers. Every technician has a combustion analyzer. ACI always perform the tests and adjustment in the same procedure listed. We first look at the current readings and then provide adjustment to improve the combustion efficiency and still maintain a safe combustion process. Each analyzer provides a print out of the test performed. We normally mark the burners that have linkage components to check on future inspections if any linkage has slipped or moved.

BRL & CHP Plants - Both plants have specialized control systems. The BRL utilizes a Siemens LMV control system and the CHP has a centralized Siemens system. All configuration and internal configurations on both systems requires access to the internal function blocks to change inputs. The combustion process is complicated compared to the other boiler systems. ACI has technicians familiar with both systems. ACI had a contract a few years ago at CHP to update all the boiler control system on boilers 1-4 and has numerous years of experience servicing the the equipment performing the combustion calibrations, and repairs.

#### **d. Key Personnel**

ACI has included the resumes and qualifications of a sampling of the technicians and mechanics that have worked on the equipment over the years. We have attached resumes and associated licenses after pricing section.

#### **Sub-Contractors**

For this project the vast majority f the work is service and repairs and ACI covers most trades inhouse. The only trades ACI Subcontracts work is Electrical, Insulation, Heavy rigging (will not be used on this contract) and sheetmetal work.. For the trades covered by subs ACI has long term relationships with selected subcontractors over many years working together on numerous successful projects.

#### **3. a. References**

ACI has included a sampling of ACI references. ACI has numerous other references if required. The references are included below the resumes and licenses



## **BOILER MAINTENANCE REFERENCES FOR UNIVERSITIES & GOVERNMENT FACILITIES**

### **As listed in RFP Section B3**

#### **Howard University      Upper Education facility**

2400 6th St NW, Washington, DC 20059

Timothy Millner [timothy.millner@howard.edu](mailto:timothy.millner@howard.edu)

202-744-4431

Weekly boiler maintenance at multiple plants throughout Howard University

\$183,000 Annual

2018 – Present

#### **George Mason University      Upper Education facility**

4400 University Drive, Fairfax, VA 22030

Multiple Plants – Annual/Semi-Annual Maintenance on Boiler & Heater Equipment & HVAC Services

\$152,000 Annual

Rod Billones [billones@gmu.edu](mailto:billones@gmu.edu)

703-993-2594

2016 – Present

#### **Morgan State University**

1700 E Cold Spring Lane, Baltimore, MD 21251

Clint Antoine

[clint.antoine@morgan.edu](mailto:clint.antoine@morgan.edu)

443-418-1658

Boiler service contract to include monthly PMs, combustion testing and transmitter calibrations

\$60,940.00 Annual

#### **NSA Power Plant and Campus buildings**

Fort Meade, MD

Andy Zamostny [apzamos@nsa.gov](mailto:apzamos@nsa.gov)

301-688-7472

Boiler and burner maintenance contract to include boiler cleanings, combustion and interlock testing and PMs

\$144,000.00 Annual

#### **Fort Detrick Central Utility Plant– Energy Systems Group Government facility**

8900 Research Plaza, Frederick, MD 21702

Robert McNally [rmcnally@energysystemsgroup.com](mailto:rmcnally@energysystemsgroup.com)

240-629-6805

Annual Boiler Service with monthly inspections and combustion testing.

2010 - Present

\$95,100.00 Annual

Has LMV5 Controllers on each of the 5 - 1,000hp Johnston Boilers



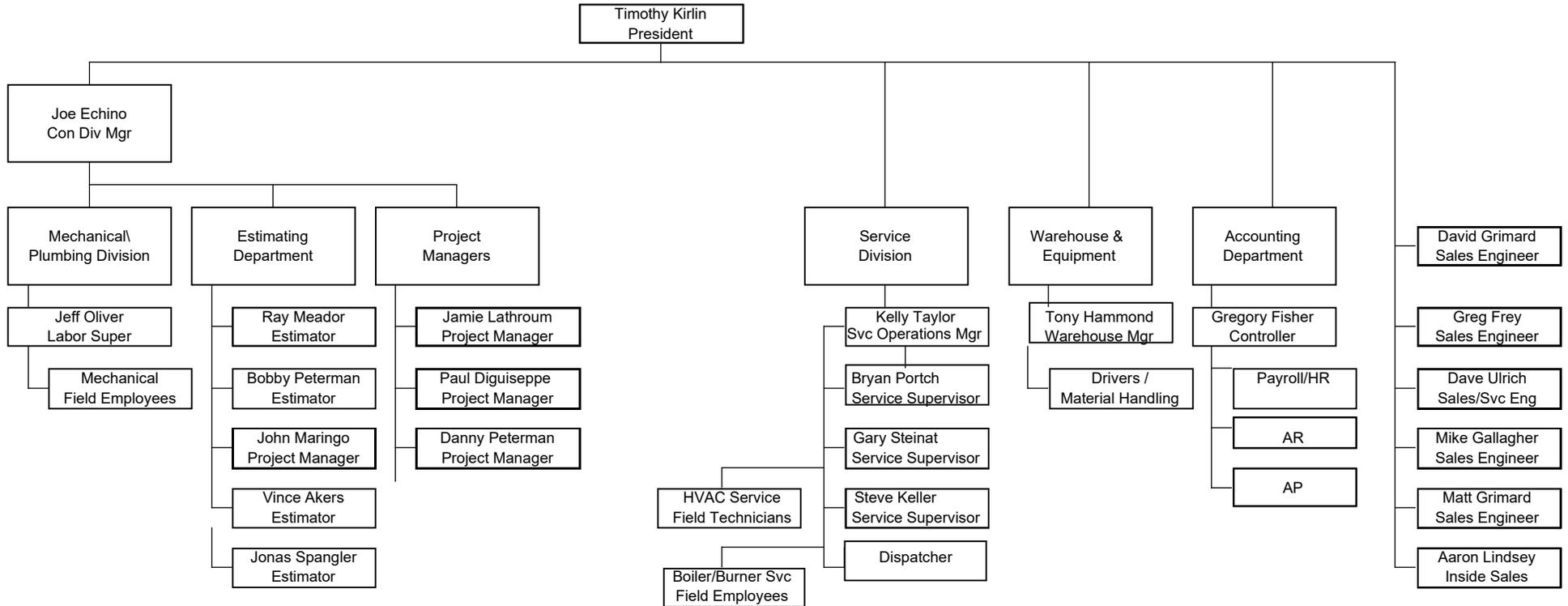
## PM AND SERVICE REFERENCES

1. Washington Navy Yard- JBAB – Carderock – US Naval Facilities Patuxent River - ACI has been the primary service provider to all the HVAC plants.
2. Washington Suburban Sanitary Commission (WSSC) – ACI provides various repairs, maintenance, and upgrades to the WSSC waste water treatment/water treatment plants.
3. National Security Agency – ACI has a contract to perform Boiler Maintenance on the main boiler plant 4-40,000lb boilers, and six other remote boiler locations. Within NSA are numerous research facilities.
4. University of MD - College Park Campuses. Perform numerous services on boilers and HVAC throughout the campus. Also ACI is on the select bidders list for all HVAC projects.
5. National Institute of Health (NIH) – Bethesda - ACI has been on this campus for years. Recently retubed the large 200,000lb/hr boiler and perform extensive repairs on the boilers.
6. National Institute of Health (NIH) – Poolesville - ACI has is currently performing combustion testing and energy assessments on existing boiler plant and two other remote plants.
7. Georgetown University – ACI is currently on campus retubing a 100,000lb/hr boiler.
8. Howard University – Annual service contract

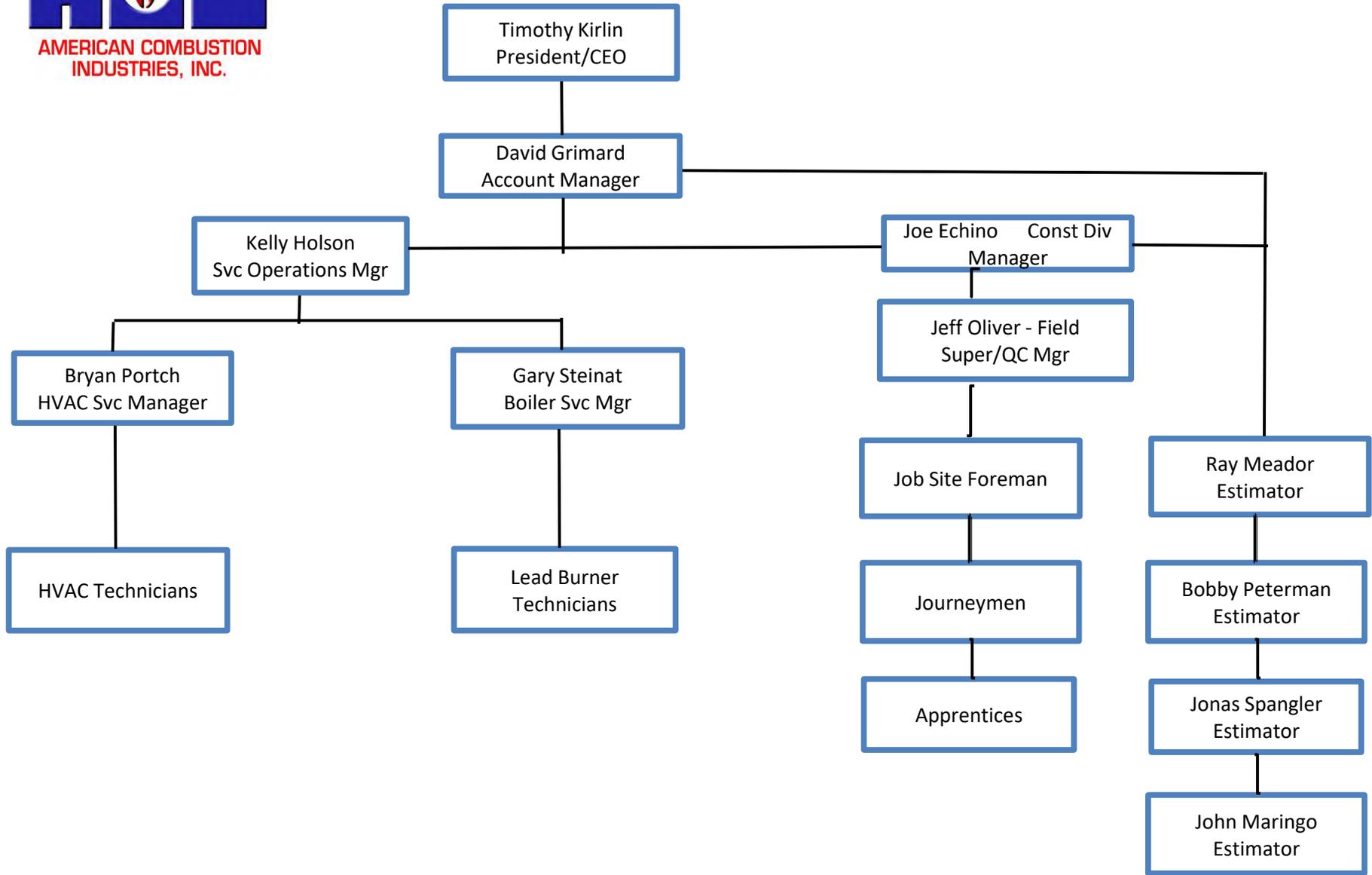
## **ACI ORGANIZATIONAL CHARTS**



# ACI ORGANIZATIONAL CHART



### ACI Project Organizational Chart



#### **4. Methodology**

ACI keeps open communication with the Owner's representative throughout the project and takes a team approach to each project. One of ACI's goals is to address any concerns without the need for change orders. ACI confirms the work at the beginning of the project and prides itself on bringing the project in on time and on budget.

ACI complies with OSHA regulations by holding regular safety meetings for the field personnel. ACI supervisors will also attend safety briefings pertaining to the project. ACI maintains an exemplary safety record. These meetings identify potential hazards and how they shall be addressed. ACI will establish a work zone that only authorized personnel shall enter. In the event that ACI personnel are the only and last personnel in the building, ACI shall follow security guidelines for lockdown procedures at the end of the day.

All required outages and scheduling will be handled through the Contract Manager/Project Manager. After award of the contract, the Contract Manager/Project Manager assembles a schedule as required for the service PMs and combustion testing.

ACI contract manager and service department will be actively engaged in the project from award of the contract to the contract completion. ACI will be proactive to assure that all relevant correspondence, schedules, proposals, are completed. Services will be schedule far in advance and same for any repairs required.

The contract manager and service department will verify that all equipment and material meets the contract requirements. They will verify proper installation of equipment and material and verify the building systems and components are operational. All deficiencies will be corrected and retested, if necessary.

As mentioned ACI's area of expertise is in the retrofit/renovation market concentrating on occupied and active facilities. ACI has in house licensed journeymen technicians, certified welders, licensed journeymen ac/control technicians, licensed journeymen plumbers, licensed and equipment operator engineers, in order to address any type of emergency situation that may arise.

ACI also has the capabilities to provide complete mobile steam boilers, chillers, cooling towers including installation for all emergency situations to get your plant back in service ASAP. ACI is a partner company to Ware Energy that has a fleet of over 100 rental boilers and chillers available. ACI recognizes the immediate need to perform emergency service for all our customers.

By maintaining a fleet of over 100 trucks and service vehicles, we are available to respond to all customers' needs. ACI's fleet includes welding rigs, service vans, a dump truck, flatbed trucks, crane and backhoes. The ACI Warehouse and Transportation personnel are CDL licensed drivers and Operating Engineers. These employees operate our crane, roll-off trucks, dump truck, and excavation equipment.

#### **Quality Control**

Quality control is an organized effort to ensure that every piece of work performed by American Combustion Industries, Inc. stands as an example of ACI's quality workmanship. To provide quality work at a competitive price is what earns repeat business. A reputation for quality is the key to ACI's success.

ACI's goal for all projects is to provide quality equipment, materials & workmanship that meet or exceed the project requirements & the team takes a personal responsibility for quality control.

The Quality Control team members include:

- Sales Engineer
- Division Manager
- Service Manager
- Service Supervisor - responsible for testing oversight
- Warehouse Manager

- Dispatchers
- Field Employees

The project team reviews the contract documents to become familiar with the project requirements and standards and documents the specific job requirements.

ACI's basic requirements are listed below and any specific job requirements may be added:

- Know the quality control standards of the company and the project contract and adhere to those standards from the first day on the job.
- Establish quality consciousness among all field personnel and invite crew member's suggestions and comments regarding quality control on the job.
- Obtain required jurisdictional permits & ensure work is performed to all required codes.
- Coordinate all submittals and certifications with the approval process.
- Follow established methods for ordering and receiving materials and equipment to ensure they meet or exceed job requirements. This includes submittal review and approval by the project manager, in addition to the engineering group.
- Regular inspections by management, superintendent and jobsite foreman.
- Perform all required testing and document results
- Maintain licenses, welding certifications, CFC licenses and all required certifications.
- Adhere to good housekeeping practices & internal & external cleanliness of all systems.
- Monitor the performance of all workers to ensure highest quality of standards of craftsmanship are met.
- Follow manufacturer's guidelines/ procedures for installation, startup, testing and repairs.
- Perform all necessary inspections & file detailed quality control documentation on all code weld repairs
- Conduct quality control inspections to verify the quality of installation by all work.
- Coordinate final inspections to include federal, state and local jurisdictions requirements.
- Ensure accuracy and completeness of all project requirements.
- Provide training as necessary.

This is an overview of ACI's Industries Quality Control Plan and procedures and the overall goal of ACI's quality control program is to conduct consistent and effective processes such that work performed conforms to the contract requirements and to identify and correct any non-conforming work and to ensure the quality of work is not compromised.

## **Safety Overview**

ACI complies with all national state, local codes and follows all standards established by our clients. ACI's Management Team takes Safety seriously. As President of ACI, Tim Kirlin has developed an in-house Safety Committee.

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all activities. We want to protect all employees against industrial injury and illness, as well as minimize the potential loss of project production and damage to equipment and property. ACI is concerned about the health and wellbeing of all employees and the general public.

The Safety Committee meets once a month. The meeting consists of the following agenda:

- Develop, implement, and review the safety program and safety incentive programs.
- Review and track Employees OSHA 10 Hour Training, CPR, First Aid, Fall Protection, Electrical, Struck by and Caught Between, Driver Safety, Defensive Driving and Confined Space Training.
- New Hire Employee Safety Training.
- Use of PPE, Hard hats, Eye protection, Hearing Protection, Gloves, Respiratory
- Tool Box Safety Talks / Lock Out Tag Out.
- MSDS updated and current.
- Review Monthly Jobsite Safety Inspections. "Three per month". Discuss any open issues that need to be addressed as a result of the inspections.
- Review status of old injuries / Review status, cause, and affect of any new injuries.

- Insure all paperwork and reporting properly submitted
- Confirm Supervisors Report has been completed.
- Review and discuss any vehicle accidents / Review and discuss driving complaints if any.
- Discuss and set Safety Budgets.
- Promote safe working habits in the workplace.

Background checks are conducted for employees, subcontractors and vendors based on project requirements. ACI works at several educational facilities as well as federal institutions.

The Safety Committee is actively involved in the day to day safety awareness and compliance at ACI. They insure that every employee has the proper training and the training and certifications are current.

Members of the Safety Committee also perform several random truck and jobsite safety inspections per month. The Committee is also involved in all accident investigations, review and follow-up. Safety First LLC - Safety Consultant to the ACI Safety Committee.

The Safety Committee has brought in an outside safety consultant. The consultant company is Safety First LLC. A representative from Safety First attends all of the Monthly Safety Meetings and is involved in all aspects of the program. This gives ACI an added edge to Safety in the workplace by having another point of view and perspective that a Safety Professional brings to the table.

A representative from Safety First LLC also provides three job site and 100% of the ACI vehicle fleet inspections per year. The Jobsite foreman is given a copy of the safety report and the monthly safety inspections are reviewed in the monthly safety meetings. This gives the Safety Committee insights into areas where improvements are needed.

The Safety Committee then addresses these issues with the jobsite foreman and employees.

### **Employee Participation and Training**

All employees are required to have the following safety training.

New Hire Safety Training, OSHA 10 Hour, First Aid, Confined Space, Fall Protection, Lock Out Tag Out, Use of PPE, Hard Hats, Eye Protection, Hearing Protection, Gloves and Respiratory, Electrical, Plus 6 electives to make up the 10 hours

During the Pre-Construction Meeting of all new projects, the project manager, superintendent and the jobsite foreman evaluate project specific safety hazards. This information is then passed on and emphasized throughout the project to all ACI employees as well as subcontractors. At this time the jobsite foreman is given a safety manual and confirms all MSDS sheets are current.

In addition to the jobsite safety inspections performed by Safety First LLC and the Safety Committee. There is also a jobsite review of the safety inspections with the jobsite foreman and the employees on the project to address any particular issues from the report. The ACI Jobsite Foreman also performs toolbox safety talks on a weekly basis with the employees on the project.

In an effort to keep employees focused on Safety, ACI has developed and implemented a Safety Awards Incentive program. This plan spotlights safety and emphasizes the management's commitment to safety.

### **Substance Abuse Policy**

Pursuant to provisions of the "Drug-Free Workplace Act," ACI herein notifies all employees and subcontractor that all worksites are to be maintained "drug free."

It is unlawful to manufacture, distribute, disperse or otherwise possess or use a controlled substance. Any employee or subcontractor's employee not abiding by these conditions will be dismissed.

Legally prescribed drugs may also be problematic if they in some way inhibit and/or reduce the employee's ability to properly perform his/her duties. It is the employee's responsibility to inform his/her supervisor of any prescribed drug being ingested that may affect his/her performance so that appropriate work conditions can be determined.

ACI will assume no financial responsibility for providing drug counseling, assistance and/or after care. As a condition of continued employment in a situation where an employee voluntarily requests assistance, said employee will be required to provide evidence of treatment, assistance and/or counseling including after care. In this situation, should an employee fail to receive such treatment, counseling and/or assistance, he or she may be summarily dismissed.

As a condition of ACI receiving a government contract, a drug-free policy statement and employee sanctions are required. In addition, if a known drug conviction occurs in the workplace, ACI is obligated to notify the Contracting Officer and appropriate action against the employee would be taken. This action could be termination from the worksite or proof of satisfactorily participating in a drug treatment program.

As employees you are encouraged to assist ACI in maintaining a drug-free worksite and to take remedial action against a subcontractor's employees whom you feel may not be adhering to the company's policy.

## **ACI PRICING SHEETS**



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

<b>PART I: Labor Rates</b>				
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 <b>Time on the Job Site</b> . 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. <b>INVOICES WHICH INCLUDE MATERIALS COSTS AND EQUIPMENT RENTAL CHARGES SHALL BE ACCOMPANIED BY SUPPLIERS INVOICES TO SUBSTANTIATE COSTS TO CONTRACTOR.</b>				
<b>Labor Rates – Regular time – 6:00AM to 5:00PM, Monday through Friday</b>				
<b>Overtime – 5:00PM to 6:00AM (Monday through Friday), weekends and holidays</b>				
<b>Item</b>	<b>Labor Category</b>	<b>Unit</b>	<b>Regular Time Rate</b>	<b>Overtime Rate</b>
1.	HVAC Assistant/Helper – Regular Time	<b>HR</b>	\$115	\$173
2.	HVAC Technician	<b>HR</b>	\$164	\$246
3.	Controls Specialist – Regular Time	<b>HR</b>	\$186	\$279
4.	Welder – Regular Time	<b>HR</b>	\$164	\$246
5.	Welder Assistant/Helper – Regular Time	<b>HR</b>	\$115.00	\$173
6.	Insulator – Regular Time	<b>HR</b>	164	\$246
7.	Insulator Assistance – Regular Time	<b>HR</b>	\$115.00	\$173
8.	HVAC Leader/Supervisor – Regular Time	<b>HR</b>	186	\$279
9.	Administration/Clerk – Regular Time	<b>HR</b>	94	\$141

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

<b>PART I: Preventive Maintenance (PM) for Standard Boilers (see Attachment D for list of Boilers)</b>			
<b>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.</b>			
1.	Total Sum – Preventive Maintenance Program - Arlington Campus	Lump Sum (fixed Fee)	\$15,543
2.	Total Sum – Preventive Maintenance Program - Fairfax Campus	Lump Sum (fixed Fee)	\$28,159
3.	Total Sum – Preventive Maintenance Program - Prince William Campus	Lump Sum (fixed Fee)	\$85,152

\$0

**PART II: Labor Rates**  
 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.  
**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	HR	Regular Time Rate	Overtime Rate
1.	Boiler Technician	HR	\$164	\$246
2.	Helper	HR	\$115	\$173
3.	Leader	HR	\$186	\$279
4.	Controls Specialist	HR	\$186	\$279
5.	Administration/Clerk	HR	\$94	\$141

**Specialty Boilers (BRL & CHCP Locations Only) Preventive Maintenance & Time and Material****PART I: Preventive Maintenance (PM) for Specialty Boilers (see Attachment E for list of Boilers)**

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)	\$33,705
2.	Total Sum – Preventive Maintenance Program - CHCP (Fairfax Campus)	Lump Sum (fixed Fee)	\$31,877

**PART II: Labor Rates**

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.

**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	\$186	\$279
2.	Helper	HR	\$115	\$173
3.	Leader	HR	\$208	\$312
4.	Controls Specialist	HR	\$208	\$312
5.	Burner Management Control Tech	HR	\$208	\$312
6.	Refractory/Fire Brick Tech	HR	\$154	\$231
7.	Admin Clerk	HR	\$94	\$141

## **ACI RESUMES & LICENSES**



**DAVID GRIMARD – PROJECT ENGINEER**

**LOCATED AT 7100 HOLLADAY TYLER RD, GLENN DALE MD 301-779-3400**

**Education:**

Springfield Technical College -  
Engineering Degree  
MCA- Leed Training

**Affiliations and Certifications:**

Local Union 602 Steamfitter  
Instrument Society of America  
ASHRAE  
Maryland State HVAC  
Journeyman License  
Quality Control Management  
Training  
National Association of Service  
Managers  
Baileys Controls- INFA 90  
Certification  
Honeywell – Flame Safeguard  
Control Certification  
Fireye – Burner Management  
Numerous Boiler and  
Manufacturers training courses and  
seminars  
Instructor – Burner Management –  
Flame Safeguard Control

**EMPLOYMENT HISTORY:**

Mr. Grimard has been with ACI for 37 years and in the industry for over 40 years. Mr. Grimard developed and maintained a strong customer base for construction and service. David has strong problem solving abilities, the ability to prepare and interpret technical documents. He is well versed in coordinating with owners, owner's reps, architects, engineers, subcontractors, suppliers and customers.

**AMERICAN COMBUSTION INDUSTRIES**  
Sales Engineer

Grimard started in the service department servicing commercial/ industrial burners and related equipment. He also provided technical assistance to customers and technicians from training to maintain ACI's high standard to be the best service company in the Washington DC Area. He was promoted to management positions in the company as Service Manager, Project Manager, Chief Estimator and Vice President.

David specializes in all aspects of design build projects from estimating to completion, HVAC projects, boiler – burner conversions, VRV Heat pump systems, all repairs, control system upgrades, and replacements, service contracts, chillers, cooling towers, pumps, and AHU replacements.



## **GARY STEINAT – SERVICE MANAGER**

**7100 HOLLADAY TYLER RD, GLENN DALE, MD 20769 301-779-3400**

### **Education:**

Lincoln Technical Institute  
UA Mechanical Trade School  
Powerflame Burner Service  
Siemens 353 & Procidia Software  
Kewanee Boilers  
Danfoss Variable Frequency  
Drives  
WMAOHSM Commercial Burner  
Service

### **Affiliations:**

Steamfitters Local Union 602

### **Certifications:**

Local Union 602 Journeyman  
DC Journeyman HVAC License  
MD HVAC License

### **EMPLOYMENT HISTORY:**

Gary Steinat brings over 30 years' experience in the industry and in management and supervision for service contracts. He is well versed in coordinating with owners, owner's reps, engineers, subcontractors, suppliers and customers. He has a good knowledge of safety hazards and OSHA requirements.

#### **American Combustion Industries 1990 - Present**

HVAC/Burner Technician

Service commercial and industrial construction equipment, pipe fitting, heating, combustion controls and instrumentation, renovation, specializing in mechanical, boiler installation and repairs  
Gary has strong problem solving abilities. He is well versed in coordinating with owners, owner's reps, manufacturer's representatives, engineers, sub-contractors, suppliers and customers. Good general knowledge of electric controls with experience in pneumatic controls.

### **PROJECTS**

- Howard University Temporary Boilers
- Ft Detrick, US Army Preventative Maintenance and combustion testing
- George Mason University; Boiler install; startups; troubleshooting and preventative maintenance
- American University; Combustion testing and Nexus install
- St John's College Burner install
- Adelphi Labs Boiler 6 Nexus install and commissioning
- Washington Hospital Center Nexus install on 2 water tube steam boilers
- Doctors Hospital Service troubleshooting, combustion testing
- Naval Research Lab Combustion testing, tuning and trouble shooting
- JBAB Hays Cleveland uPac Paralleling System Commissioning
- National Security Agency Troubleshooting; combustion test and installation on 4 – 60,000 PPH boilers
- Washington Navy Yard – Install Preferred PC-III controls for



**MICHAEL ARGENT – BOILER / BURNER TECHNICIAN**

**7100 HOLLADAY TYLER RD, GLENN DALE, MD 20769 301-779-3400**

**Training:**

National Association of Power Engineers Certificate  
Power Flame Boilers Certification  
Aerco Boilers Certification  
Lochinvar Certification  
Riello Boiler Certification  
Jade Boilers Certification  
Mestek Boilers Certification  
Fulton Boilers Certification  
Fireye Boilers Certification  
Honeywell Control Link Certification  
Siemen LMV Certification  
National Association of Power Engineers Certificate  
Cashco Certificate  
Asbestos Training First Aid Certificate  
CPR Certificate  
Confined Space Certificate  
Fall Protection Certificate

**Affiliations:**

Steamfitters Local Union 602

**EMPLOYMENT HISTORY:**

Michael Argent has been with ACI for over 20 years and has over 35 years' experience in the industry.

**American Combustion Industries, Inc.**

Burner Service Technician

Service commercial and industrial combustion equipment, pipe fitting, pumps, motors, combustion controls and instrumentation.

- George Mason University Prince William Campus
- Columbia Residence Boilers
- INOVA Health Care
- Prince George's Courthouse
- United States Coast Guard
- Carlton Condos Boiler
- Dominion Arms Apartments
- Shawnee Apartments
- George Mason University
- Warren Hospital Boilers 2 high pressure steam boilers in the hospital
- Valley Health Systems Burners Fireye Nexus

**GEORGE S HALL Inc.**

Boiler/Burner Technician

**DOMINION MECHANICAL**

Boiler/Burner Technician

**MECHANICAL ASSOCIATES**

Boiler/Burner Technician



**JEREMY DIGUISEPPE – FIELD SERVICE BURNER TECHNICIAN**  
**7100 HOLLADAY TYLER RD, GLENN DALE, MD 20769 301-779-3400**

**Education**

**Qualifications/Certifications:**

Power Flame Certificate  
Hydrotherm Condensing  
Certificate  
RBI Training Certificate  
Lochinvar Certificate  
Viessmann Certificate  
Micromod Controls  
Hays Cleveland Controls  
Fireye  
Faber Burner  
Coen Burners  
Siemens

**Affiliations:**

Steamfitters Local Union 602  
Journeyman

**American Combustion Industries, Inc.**  
Boiler Technician

Jeremy has over 15 years in the industry as a burner boiler service technician and start up technician. He is a factory certified start up and commissioning technician.

**PROJECTS**

- Howard University Tunnel Repairs
- Georgetown University Boilers 1 – 4
- Joint Base Andrews Indeck Boiler
- Diageo Boiler Retube
- Goodwin House Boiler Install
- Diageo Boiler Install
- NIH's Children Inn - Boiler Replacement
- George Mason University Plant Renovation
- Morgan State University Three Boilers
- Holy Cross Hospital Boiler Tune-ups
- The Ontario Apartment
- Kenmore Apartments Install new domestic system
- Central Intelligence Agency AECOM Burner Replacement
- Holy Cross Hospital Start Up on New Installation of 3 B&W Watertube Boilers HP Steam Boilers
- Prince George's County Hospital Start Up on New Hurst Firetube HP Steam Boiler with Power Flame Burner Low Nox Gas/ Oil burner.
- University of Maryland Start Up on Superior Duel Fuel Burner with Fireye Nexus parallel combustion control.
- Georgetown University 100,000 Boiler Retube and Micromod Control calibrations.
- Numerous Services on Major Manufacturers of burners, and controls.

**Hurley Company**  
Boiler Technician



## **BRYON WALTEMEYER – BOILER TECHNICIAN**

**7100 HOLLADAY TYLER RD, GLENN DALE, MD 20769 301-779-3400**

### **Education:**

Howard County School of  
Technology  
Two year certificate in  
electronics  
MD HVAC License  
VA HVAC License  
UA Mechanical Trade School  
UA Star Certified  
Stulz Air Technology  
Certification  
Lochinvar Certification

Bryon Waltemeyer has been with ACI for over 10 years and has been in the industry for 12 years.

### **American Combustion Industries, Inc. Boiler/Burner Technician**

Service commercial and industrial combustion equipment, pipe fitting, pumps, motors, combustion controls and instrumentation.

### **PROJECTS**

- Howard University Tunnel Repairs
- Prince Georges County Courthouse Chiller, Boiler, HVAC Replacement
- KIROV Academy of Ballet; Boiler Install
- Howard University Additional Condensate
- Bowie State University Boiler Installation
- Howard University Dormitory Boiler Rental
- NSA Bldg 9960
- Howard University Service Center Boiler Installation
- Central Intelligence Agency Water Heater
- Howard University Temporary Boiler
- Anne Arundel Community College CALT and AMIL Boiler Installation
- John F Kennedy Center for the Performing Arts Boiler Service Contract
- Verizon Center Service and Combustion Test on Boilers
- American University Combustion Test on Boilers
- Doctors Hospital Combustion Test and Service on Boilers
- Trinity University Service on all University's Boilers

### **Affiliations:**

Steamfitters Local Union 602



**RAY SHUMAKER – BOILER TECHNICIAN**

**7100 HOLLADAY TYLER RD, GLENN DALE, MD 20769 301-779-3400**

**Education:**

UA Mechanical Trade School

**Professional**

**Qualifications/Certifications:**

MD Journeyman HVAC  
 DC Journeyman HVAC  
 Autoflame Certification  
 Fireye Controls Certification  
 Control Soft Certification  
 Power Flame Certification  
 Synex Controls Certification  
 NITC Certification  
 Flame Safeguard Certification  
 Fulton Certified Training  
 Certification  
 AO Smith Certification  
 Lochinvar Certification  
 First Aid Training Certification  
 CPR Training Certification  
 Confined Space Training  
 Certification

**Affiliations:**

Steamfitters Local Union 602

**EMPLOYMENT HISTORY:**

**American Combustion Industries, Inc.**  
Boiler Technician

Ray Shumaker has been with ACI for over 15 years for service commercial and pipe fitting.

**PROJECTS**

- Quantico Hot Water Tank
- Washington Hospital Center Replace 6 Burners
- Point Pleasant Resource Center, Anne Arundel County Public Schools, Burner Replacements
- Washington Hilton Boiler 2 retubes
- KIROV Academy of Ballet Boiler Install
- The Marylander Boiler Installation
- Howard University Boiler repairs
- GEICO Boiler Installation
- Lundeberg MD Seamanship Boiler Installation
- Goodwin House Boiler Installation
- GAO Boiler No 5 Heat Exchanger
- National Rehab Hospital Nexus System
- Washington Hilton Burner Installation
- Diageo Boiler Retube
- George Mason University Hylton Bldg Boilers
- Howard University Temporary Boilers
- North Point High School Burner
- Severna Park Elementary School Boiler Installation
- Cove Point Burner Replacement
- Central Intelligence Agency Boiler No 4
- Washington Adventist Hospital
- Indianhead Naval Facility Start Up Boiler Plants
- International Monetary Fund Boiler
- Central Intelligence Agency Boiler No. 4
- Presidential Towers Boilers, Pumps and Piping
- Verizon Center Nexus Install
- Aldelphi Laboratory Install of Nexus on Boiler No 7
- National Rehab Hospital Boiler
- CBS 18 Boiler Startup

fully metered system on 2 Nebraska 80,000 lb boilers –  
Service repairs on boilers and controls

- Annapolis Court of Appeals Burner install
- JBAB - Start up HTHW boilers with Hays Cleveland UPAC system.
- Promenade Install Fireeye System
- Sibley Hospital Install Fireeye System



**ADAM HOWELL – BOILER TECHNICIAN**

**7100 HOLLADAY TYLER RD, GLENN DALE, MD 20769 301-779-3400**

**Education:**

UA Mechanical Trade School Graduate

**Professional**

**Qualifications/Certifications:**

Powerflame Burner Certification  
Honeywell Flame Safeguard Certification  
RIELLO Burner Certification  
Safety Certification  
Confined Space Certification  
CFC Certification  
First Aid Certification  
CPR Certification  
OSHA Certification  
Respirator Training Certification  
Electrical Controls Certification

**Affiliations:**

Steamfitters Local Union 602

Adam Howell has been with ACI for over 20 years. Adam began his career with ACI as a boiler service helper. He completed a five year apprenticeship local union 602 interrupted by a two year tour in Iraq. Adam is a Journeyman Burner Technician.

**American Combustion Industries, Inc.**

Boiler/Burner Technician

Service commercial and industrial combustion equipment, pipe fitting, pumps, motors, combustion controls and instrumentation.

**PROJECTS**

- Point Pleasant Resource Center, Anne Arundel County Public Schools, Burner Replacement
- National Security Agency Bldg 9960 Boilers
- Anne Arundel Com College Boiler
- Four Seasons Hotel Boiler Installation
- Quantico Exchange Bldg 3500 Boiler Installation
- Howard University Boilers
- Department of Defense Boiler Outlet Dampers
- John F Kennedy Center for the Performing Arts Boiler Service Contract
- The Ontario Apartment
- Leisure World
- Department of Defense

**US ARMY**

Deployed to Kuwait/Iraq  
2004 – 2005



**JERRY OLIVER – SITE SUPERINTENDENT/ STEAMFITTER/ WELDER**  
**7100 HOLLADAY TYLER RD, GLENN DALE MD 20769 301-779-3400**

**Professional Qualifications/  
Certifications:**

Daikin VRV Install &  
Commissioning  
Mitsubishi VRV Install &  
Commissioning  
"P" Welding Certification  
ASME (Welding Certificate)  
30 hour OSHA Certification  
First Aid Certification  
CPR Certification  
Confined Space Training  
Certification  
Lockout Tagout Certification  
Heat Stress Certification  
Respirator Training Certification  
Asbestos Awareness Certification  
Visual Examiner Certification  
Penetration Examiners  
Certification

**Affiliations:**  
Steamfitters Local Union 602

**Education:**  
Valedictorian of his graduation  
class for  
UA Mechanical Trade School

**EMPLOYMENT HISTORY:**

Jerry Oliver brings over 20 years' experience in the construction, and engineering industry specializing in boiler repair and mechanical installation and repairs.

**AMERICAN COMBUSTION INDUSTRIES, INC.**  
PROJECT SUPERINTENDENT / JOBSITE FOREMAN

**PROJECTS**

- National Press Central Plant Upgrade: \$1,900,000
- National Institute of Health Boiler Retube; \$1,233,440
- Georgetown University Boiler Retube; \$382,000
- Washington Navy Yard Boiler Tubes; \$563,000
- Cade Center Anne Arundel Community College Boiler Install
- Johns Hopkins Medicine Boiler Economizer; \$400,000
- Churchill Hotel Boiler Install; \$68,000
- 2001 S Street NW Boiler Install; \$225,000
- Capitol Power Plant R-Tunnel Expansion Joint Replacement; \$2,200,510
- University of MD Midtown Boilers; \$250,000
- Capitol Power Plant V and Y-Tunnel Expansion Joint Replacement; \$964,000
- Capitol Heating Plant Mechanical Upgrades; \$671,257
- Central Heating Plant Miscellaneous installs and repairs
- The Virginian Pumps and Valves Install; \$121,547
- University of Maryland Hornbake Library Advanced Humidification Air Handler Replaced; \$1,894,239
- University of Maryland Recreation Center Pool Heaters; \$100,000
- Baltimore Washington International Airport Heat Exchangers; \$56,000



**RAY CARY – FIELD SUPERINTENDENT/ STEAMFITTER/ WELDER**  
**7100 HOLLADAY TYLER RD, GLENN DALE, MD 20769 301-779-3400**

**Education:**

UA Mechanical Trade School  
 State of Maryland  
 Journeyman HVAC License

CFC License

**Licenses**

Maryland State Journeyman  
 License HVAC  
 Washington DC Journeyman  
 License HVAC  
 ASME (Welding Certificate)  
 Certified in First Aid  
 Certified in CPR  
 Certified in Fall Protection  
 Certified in Confined Spaces  
 30 hours OSHA Certification  
 Visual Examiner Certification  
 Asbestos Awareness  
 Certificate  
 Respirator Training  
 Certificate  
 Heat Stress Awareness  
 Certificate  
 "P" Welding Certification

**Affiliations:**

Steamfitters Local Union 602

**EMPLOYMENT HISTORY**

**American Combustion Industries, Inc.**  
**Jobsite Foreman**

Ray has been in the industry for 27 years. He has vast experience in mechanical, HVAC, plumbing replacement projects. The installation and repair of boilers. Expert in the installation of Heat Exchangers, Chillers, Boilers, Steam Piping Systems, Chilled Water Piping Systems, Heating Hot Water Systems, Fuel Oil Systems, Gas Piping Systems, Underground Piping Systems and Infrared Heating Systems in occupied schools and government facilities with a vast knowledge of OSHA requirements; has a vast knowledge of construction materials, procedures, methods and equipment, as well as potential safety hazards and OSHA requirements.

- NIST Underground Work: \$664,0000
- Ft Detrick Piping: \$482,704
- National Institute of Health Water Heater & Vacuum Sys; \$293,337
- Grand Hyatt DC Boilers and Water Heater Installations; \$775,000
- Children's Hospital Boiler Installation ; \$115,000
- Warrenton Training Center B35\_Chiller Installation; \$888,989
- Temple Shalom Rooftop Units; \$200,000
- WSSC Chlorine Piping; \$290,000
- Washington Marriott Georgetown Chillers, Pumps, VFDs & Generator Install; \$880,000
- VA Hospital Air Handler Unit 2 Replacement; \$475,000
- National Press Chiller Installation; \$449,735
- Mount Vernon Apartments Boiler Room Upgrade; \$306,000
- Warrenton Training Center Chiller Installation; \$172,725
- Bethesda Park Condo Closed Loop Pipe; \$99,937
- United Planning Organization Rooftop Units Installation; \$99,437
- Columbia Plaza Boiler Installation; \$409,000
- WSSC Potomac Turbidity; \$100,000
- Greenwood Elementary School HVAC Replacement; \$1,835,950
- Hampton Inn Alexandria Hot water heater replacement; \$52,400
- Four Seasons Hotel Boiler No 2 Replacement; \$177,000
- DOT W12 100 Variable Air Volume Installation; \$53,000
- Warrenton Training Center Boiler Installation: \$445,000
- Camelback Condo Domestic System Upgrade: \$153,832
- Helix Hotel Cooling Tower, Chiller and Boiler Installation; \$839,000
- Bethesda County Club Boiler Installation; \$342,00
- American University, long term piping contract; various amounts
- Capitol Power Plant V & Y Tunnel Repairs; \$964,415
- Capitol Power Plant R Tunnel Repairs; \$2,525,447



## **RYAN DOTTER - FIELD SUPERINTENDENT/STEAMFITTER/ WELDER**

### **LOCATED AT 7100 HOLLADAY TYLER RD, GLENN DALE MD 20769 301-779-3400**

#### **EDUCATION**

Maryland State HVAC License  
602 Steamfitters Apprenticeship  
Local 602

#### **LICENSES**

Washington DC Journeyman  
HVAC License  
ikin VRV Install &  
Commissioning  
Mitsubishi VRV Install &  
Commissioning  
ASME (Welding certificates)  
Certified in First Aid  
Certified in CPR  
Certified in Fall Protection  
Certified in Confined Spaces  
10 Hr OSHA Certification  
Visual Examiner Certification  
Asbestos Awareness  
Certification  
Respirator Training Certificate  
Heat Stress Awareness  
Certification  
P Welding Certification  
CFC Certification

Ryan Dotter brings 26 years' experience in the industry specializing in mechanical, HVAC, plumbing replacement, installation and repair projects. Expert in the installation of HVAC and module equipment including heat exchangers, chillers, boilers, steam piping systems, chilled water piping systems, heating hot water systems, fuel oil systems, gas piping system, underground and infrared heating systems in high rise buildings, occupied schools and government facilities with a vast knowledge of OSHA requirements; has a vast knowledge of construction materials, procedures, methods and equipment, as well as potential safety hazards and OSHA requirements.

#### **PROJECTS**

- NRL BLDG 210 4 Rental Electric Steam Boilers; \$898,226
- National Press Central Plant Upgrade: \$1,900,000
- AOC - Delval Rental Boiler; \$532,542
- 6600 Rockledge Drive Chiller Installation; \$294,000
- WSSC RGH Blazer AC Install; \$925,600
- GAO Boiler No 5 Heat Exchanger; \$60,000
- 1305 East West Highway Cooling Tower and Chiller; \$2,200,000
- University of Maryland Sorority House 170 and 172 HVAC; \$993,000
- Prince George's Courthouse Chiller Replacement; \$4,368,733
- George Mason University Booster pumps; \$122,039
- St John College Chiller Install; \$65,000
- Severna Pk Elem Sch Boiler Install; \$229,000
- Joint Base Bldg 47 Chiller Install; \$282,240
- Potomac Hospital DA Tank Install; \$220,000
- Kenmore Apt Install domestic sys; \$165,100
- Gables Dupont Cooling Tower installation; \$114,100
- Joint Base Anacostia Boiler Rental; \$115,000
- Dunkirk Medical Center Cooling Tower; \$117,000
- GEICO Chiller and Boiler Install; \$672,000
- Fountain Condo Chiller Installation; \$661,181
- Rose Hardy Elem School Chiller Install; \$92,150
- Flint Hill School Chiller Installation; \$64,000
- Cape St Claire Elementary School Boiler Installation; \$851,540
- Mill Creek Mid School Cooling Tower; \$289,970
- Cove Point Burner Replacement; \$128,000
- Daughters of American Revolution Chiller/Cooling Tower Plant Upgrades; \$620,594
- Towers Condo Boiler Install; \$661,181
- Prince Georges CAB Cooling Tower; \$465,811
- Maryland Trade Cooling Tower; \$165,049
- Leonardtwn Police Barracks Boiler/HVAC; \$199,000

- Matthew Henson Middle School Condenser Wtr Tower; \$449,077
- Windy Hill Elementary School Chiller Replace; \$326,000
- Richmond Bank Baltimore Cooling Tower install: \$98,000
- Gables Dupont Circle Cooling Tower 1750 P Street NW; \$114,000
- Southern Maryland Hospital Cooling Tower, Chiller, AHU; \$825,515
- Old Courthouse Baltimore Chiller Install; \$145,315
- Daughters of the Revolution Replaced air handler Unit No 1, 2 & 5 through 10 & Rooftop Unit; \$725,000
- The Johns Hopkins Medicine Chiller & Cooling Tower Replacement; \$335,257
- US Army Garrison, Adelphi Research Lab Center Cogeneration Plant Installation; \$1,022,672
- Johns Hopkins Medicine, Outpatient Center Fan & Coil Replacement; \$617,533
- Alfred D. Noyes Center RTU AHU Replacement; \$434,600

COMMONWEALTH OF VIRGINIA

Department of Professional and Occupational Regulation

1000 Marshall Drive, Suite 400, Richmond, VA 23219

Telephone: (804) 647-4300

EXPIRES ON  
10-31-2023

ISSUES  
2709231451

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
CLASSIFICATIONS: CBO, OBC, HVA, P1, B, PBO, PEF, SPH



AMERICAN COMBUSTION INDUSTRIES INC  
7100 HOLLADAY TYLER RD STE 200  
GLENN DALE, VA 20038

AMERICAN COMBUSTION INDUSTRIES INC

*[Signature]*

Partial copy for transfer of license to another jurisdiction

SEE BOARD WEBSITE FOR FEES, PERMITS AND REGULATIONS

EXPIRES ON 10-31-2023

(DETACH HERE)

COMMONWEALTH OF VIRGINIA

CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

CLASSIFICATIONS: CBO, OBC, HVA, P1, B, PBO, PEF, SPH

AMERICAN COMBUSTION INDUSTRIES INC  
7100 HOLLADAY TYLER RD STE 200  
GLENN DALE, VA 20038



Partial copy for transfer of license to another jurisdiction

EXPIRES ON 10-31-2023

**ARLINGTON COUNTY, VIRGINIA  
BUSINESS LICENSE TAX CERTIFICATE**

**2022**

**AMERICAN COMBUSTION INDUSTRIES INC**

Account #: BLC-1000002598-02

Trade Name:

**Renew by March 1, 2023**

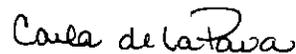
Location Address:

7100 HOLLADAY TYLER RD # 233  
GLENN DALE, MD 20769-9470



Ingrid H. Morroy  
COMMISSIONER OF REVENUE

Classification:  
64, Contractors



Carla de la Pava  
TREASURER



2022

**BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE  
COUNTY OF FAIRFAX, DEPARTMENT OF TAX ADMINISTRATION (DTA)**

2022

PHONE: 703-222-8234 TTY: 711 WEBSITE: [www.fairfaxcounty.gov/taxes](http://www.fairfaxcounty.gov/taxes)

AMERICAN COMBUSTION IND  
AMERICAN COMBUSTION IND  
7100 HOLLADAY TYLER RD 233  
GLENN DALE MD 20769-9470

Notice: This is your 2022 Business, Professional and Occupational License (BPOL). The bottom-half is perforated to allow you to tear off and post this license in your establishment. Please note, if your check is not honored by the bank, this license shall be invalid.

2022 LICENSE INFORMATION			
ACCOUNT #:	000-02-0192	LICENSE PERIOD:	01/01/2022 - 03/01/2023
ORDINANCE CODE:	47224-00	LICENSE BASIS:	\$3,181,057
NAICS:	238220	LICENSE RATE:	\$.11 per \$100
LOCATION:	THROUGHOUT COUNTY	FED. I.D. OR E.I.N.:	52-1395824
CLASSIFICATION:	CONTRACTOR & CONTRACTING	LICENSE NUMBER:	2212937
DATE PAYMENT RECEIVED:	02/17/2022	INSTALLMENT(S):	

For any questions concerning this license, please call 703-222-8234 between the hours of 8:00 a.m. and 4:30 p.m. Monday - Friday (Hearing impaired persons may call TTY: 711), or send us an e-mail through our website, [www.fairfaxcounty.gov/taxes](http://www.fairfaxcounty.gov/taxes).

As with all taxes, our goal is to administer the BPOL tax fairly and in accordance with State and County Codes. Our staff strives to provide professional assistance and quality customer service. Please let us know if we are not meeting your needs. Your satisfaction is important to us and your comments are always welcome.

Young Tarry, Director  
Personal Property and Business License Division  
Department of Tax Administration

CC: Jay Doshi, Director  
Department of Tax Administration

**FAIRFAX COUNTY DEPARTMENT OF TAX ADMINISTRATION  
2022 BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE  
(BPOL) FOR ORDINANCE 47224-00 : CONTRACTOR & CONTRACTING**

THIS LICENSE HAS BEEN ISSUED BY THE FAIRFAX COUNTY DEPARTMENT OF TAX ADMINISTRATION (DTA) AND IS GRANTED TO:

212937



AMERICAN COMBUSTION IND  
AMERICAN COMBUSTION IND  
7100 HOLLADAY TYLER RD 233  
GLENN DALE MD 20769-9470

THIS LICENSE IS VALID THRU  
03/01/2023  
Dept. Tax Administration, Suite 223  
12000 Government Center Parkway  
Fairfax, Va. 22035, Phone: 703-222-8234  
Website: [www.fairfaxcounty.gov/taxes](http://www.fairfaxcounty.gov/taxes).

EXPIRES ON  
09-30-2022

NUMBER  
2710070602

BOARD FOR CONTRACTORS  
TRADESMAN



BRYON NICHOLAS WALTEMEYER JR  
3618 PLEASANT MEADOW CT  
ELDERSBURG, MD 21784



*Mary Broz-Vaughan*  
Mary Broz-Vaughan, Acting Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)  
(DETACH HERE)



BOARD FOR CONTRACTORS  
TRADESMAN  
NUMBER: 2710070602 EXPIRES: 09-30-2022

BRYON NICHOLAS WALTEMEYER JR  
3618 PLEASANT MEADOW CT  
ELDERSBURG, MD 21784



(FOLD)

TRADE DESIGNATIONS  
MASTER HEATING VENTILATION AND AIR COND.

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

DPOR-PC (02/2017)

90 County

# State of Maryland License

**16953767**

16705091

03790241



AMERICAN COMBUSTION INDUSTRIES INC  
7100 HOLLADAY TYLER ROAD  
SUITE 233  
GLENN DALE MD 20769

AMERICAN COMBUSTION INDUSTRIES INC  
7100 HOLLADAY TYLER ROAD  
SUITE 233  
GLENN DALE MD 20769

**22**

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00
71	200	TRADER'S LICENSE	1	350.00

DATE OF ISSUE  
MO DAY YR  
06/22/2022

MONTHS PAID  
12

*Mahasin El Amin*

**THIS LICENSE MUST BE PUBLICLY DISPLAYED  
AND EXPIRES ON APRIL 30, 2023**

ISSUING FEES	4.00		
TOTAL	369.00	36.50	405.50

ISSUED BY

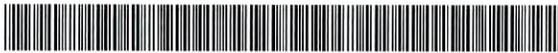
MAHASIN EL AMIN, CLERK OF CIRCUIT COURT  
14735 MAIN STREET  
UPPER MARLBORO, MARYLAND 20772-9987 (301)952-3331  
TCS

The information below is for the Clerk's Office use only, customers can disregard.

These barcodes are for use with the new Cashiering System. When your site is upgraded, you will be given instructions for their use.

These barcodes must be scanned in order for RCS:

Scan this one first



\*16S150S116705091S116953767\*

Scan this one second



\*401.50SM0.00SM0.00SM4.00\*

STATE BOARD OF HVACR CONTRACTORS

05 01 59887  
MESSAGE(S):

BRYON NICHOLS WALTEMEYER

3242 06-25-2020

THIS DOCUMENT IS VOID WITHOUT BLUE BACKGROUND. CONTAINS COPY VOID FEATURE & ARTIFICIAL WATERMARK ON THE BACK.



LICENSE \* REGISTRATION \* CERTIFICATION \* PERMIT

STATE OF MARYLAND

MARYLAND DEPARTMENT OF LABOR

STATE BOARD OF HVACR CONTRACTORS

CERTIFIES THAT:

BRYON NICHOLS WALTEMEYER

NOT INSURED TO CONTRACT WORK  
3618 PLEASANT MEADOW CT

ELDERSBURG VA 21784

IS AN AUTHORIZED:

01 - MASTER LICENSE

LIC/REG/CERT  
59887

EXPIRATION  
06-25-2022

EFFECTIVE  
N/A

CONTROL NO  
5537771

Signature of Bearer

Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

05 01 59887

5,537,771

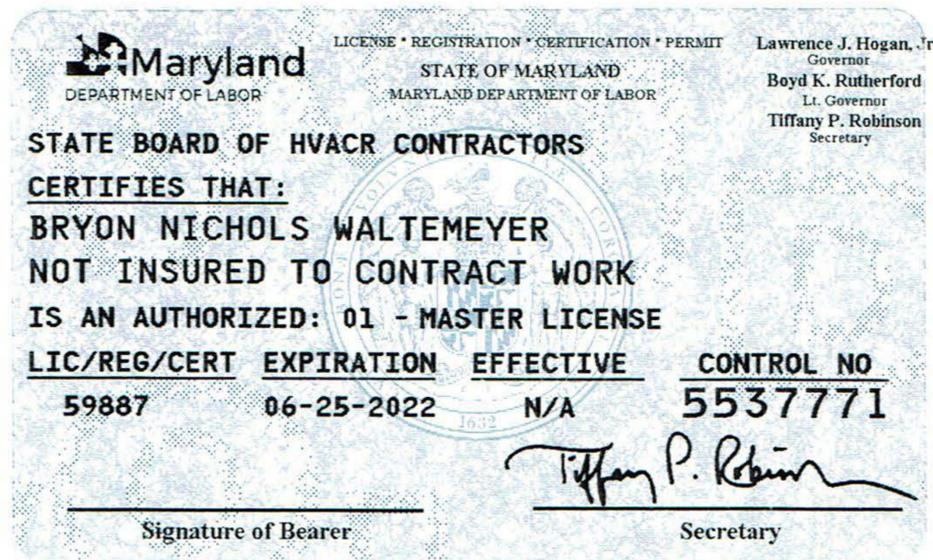
05 01 59887

STATE BOARD OF HVACR CONTRACTORS  
500 N. CALVERT STREET  
BALTIMORE, MD 21202-3651

BRYON NICHOLS WALTEMEYER  
NOT INSURED TO CONTRACT WORK  
3618 PLEASANT MEADOW CT

ELDERSBURG

VA 21784



STATE BOARD OF HVACR CONTRACTORS

05 01 87078  
MESSAGE(S) :

NATHAN DUANE BOZARTH

6093 10-01-2020



LICENSE \* REGISTRATION \* CERTIFICATION \* PERMIT

STATE OF MARYLAND

MARYLAND DEPARTMENT OF LABOR

STATE BOARD OF HVACR CONTRACTORS

CERTIFIES THAT:  
NATHAN DUANE BOZARTH

INSURED TO CONTRACT WORK  
10614 BELMONT BLVD

LORTON VA 22079

IS AN AUTHORIZED: **01 - MASTER LICENSE**

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
87078	10-09-2022	N/A	5576141

*[Signature]*  
Signature of Bearer

*[Signature]*  
Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

Lawrence J. Hogan, Governor  
Boyd K. Rutherford, Lt. Governor  
Tiffany P. Robinson, Secretary

05 01 87078

5,576,141

STATE BOARD OF HVACR CONTRACTORS  
500 N. CALVERT STREET  
BALTIMORE, MD 21202-3651

NATHAN DUANE BOZARTH  
INSURED TO CONTRACT WORK  
10614 BELMONT BLVD

LORTON

VA 22079

05 01 87078



LICENSE \* REGISTRATION \* CERTIFICATION \* PERMIT  
STATE OF MARYLAND  
MARYLAND DEPARTMENT OF LABOR

Lawrence J. Hogan, Governor  
Boyd K. Rutherford, Lt. Governor  
Tiffany P. Robinson, Secretary

STATE BOARD OF HVACR CONTRACTORS  
CERTIFIES THAT:  
NATHAN DUANE BOZARTH  
INSURED TO CONTRACT WORK  
IS AN AUTHORIZED: **01 - MASTER LICENSE**

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
87078	10-09-2022	N/A	5576141

*[Signature]*  
Signature of Bearer

*[Signature]*  
Secretary



LICENSE \* REGISTRATION \* CERTIFICATION \* PERMIT  
STATE OF MARYLAND  
MARYLAND DEPARTMENT OF LABOR

Lawrence J. Hogan, Jr.  
Governor  
Boyd K. Rutherford  
Lt. Governor  
Tiffany P. Robinson  
Secretary

STATE BOARD OF PLUMBING

CERTIFIES THAT:

NATHAN D. BOZARTH

INSURED TO CONTRACT WORK

IS AN AUTHORIZED: 02 - MASTER PLUMBER/GAS FITTER

LIC/REG/CERT  
89012

EXPIRATION  
04-01-2022

EFFECTIVE  
N/A

CONTROL NO  
5489840

*Tiffany P. Robinson*  
Secretary

Signature of Bearer

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

20 02 89012

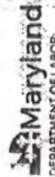
5,489,840

STATE BOARD OF PLUMBING  
500 N. CALVERT STREET  
BALTIMORE, MD 21202-3651

NATHAN D. BOZARTH  
10614 BELMONT BLVD

LORTON

VA 22079



Lawrence J. Hogan, Jr.  
Governor  
Boyd K. Rutherford  
Lt. Governor  
Tiffany P. Robinson  
Secretary

LICENSE \* REGISTRATION \* CERTIFICATION \* PERMIT  
STATE OF MARYLAND  
MARYLAND DEPARTMENT OF LABOR

STATE BOARD OF PLUMBING

CERTIFIES THAT:

NATHAN D. BOZARTH

INSURED TO CONTRACT WORK

IS AN AUTHORIZED: 02 - MASTER PLUMBER/GAS FITTER

LIC/REG/CERT 89012 EXPIRATION 04-01-2022 EFFECTIVE N/A CONTROL NO 5489840

*Tiffany P. Robinson*  
Secretary

Signature of Bearer

STATE BOARD OF HVACR CONTRACTORS

05 09 249

ADAM NATHANIEL HOWELL

6342 06-07-2021

MESSAGE(S):



LICENSE \* REGISTRATION \* CERTIFICATION \* PERMIT

STATE OF MARYLAND

MARYLAND DEPARTMENT OF LABOR

STATE BOARD OF HVACR CONTRACTORS

CERTIFIES THAT:

ADAM NATHANIEL HOWELL

1624 SEVERN RUN CT SEVERN MD 21144

IS AN AUTHORIZED: 09 - JOURNEYMAN LICENSE

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
249	05-10-2023	N/A	5701918

Signature of Bearer

Secretary

WHERE REQUIRED BY LAW THIS MUST BE CONSPICUOUSLY DISPLAYED IN OFFICE TO WHICH IT APPLIES

Lawrence J. Hogan, Jr. Governor

Boyd K. Rutherford Lt. Governor

Tiffany P. Robinson Secretary

05 09 249

5,701,918

STATE BOARD OF HVACR CONTRACTORS  
500 N. CALVERT STREET  
BALTIMORE, MD 21202-3651

ADAM NATHANIEL HOWELL

1624 SEVERN RUN CT  
SEVERN

MD 21144



LICENSE \* REGISTRATION \* CERTIFICATION \* PERMIT

STATE OF MARYLAND

MARYLAND DEPARTMENT OF LABOR

STATE BOARD OF HVACR CONTRACTORS

CERTIFIES THAT:

ADAM NATHANIEL HOWELL

IS AN AUTHORIZED: 09 - JOURNEYMAN LICENSE

LIC/REG/CERT	EXPIRATION	EFFECTIVE	CONTROL NO
249	05-10-2023	N/A	5701918

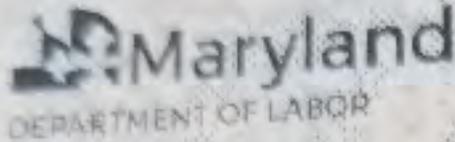
Signature of Bearer

Secretary

Lawrence J. Hogan, Jr. Governor

Boyd K. Rutherford Lt. Governor

Tiffany P. Robinson Secretary



LICENSE \* REGISTRATION \* CERTIFICATION \* PERMIT

STATE OF MARYLAND  
MARYLAND DEPARTMENT OF LABOR

Lawrence J. Hogan, Jr.  
Governor

Boyd K. Rutherford  
Lt. Governor

Tiffany P. Robinson  
Secretary

STATE BOARD OF HVACR CONTRACTORS

CERTIFIES THAT:

RAYMOND NEAL SHUMAKER, III

IS AN AUTHORIZED: 09 - JOURNEYMAN LICENSE

<u>LIC/REG/CERT</u>	<u>EXPIRATION</u>	<u>EFFECTIVE</u>	<u>CONTROL NO</u>
74592	03-24-2023	N/A	5682575

\_\_\_\_\_  
Signature of Bearer

\_\_\_\_\_  
Secretary



The Department of Consumer and Regulatory Affairs grants this license, in support of and under the authority of the:  
**District of Columbia Board of Industrial Trades**

**to:** RAYMOND SHUMAKER

**as a:** Refrig/Air Cond Journeyman Mechanic



**license number**  
RJ902386

**effective date**  
10/1/2020

**expiration date**  
9/30/2022

*Ernest Chappell*

**Director**  
**Department of Consumer and Regulatory Affairs**





# Fireeye Inc.

*presents this certificate to*

***Mike Argent***

**For successfully completing advanced training in the  
NEXUS Combustion Efficiency product series**

*this 11<sup>th</sup> day of December, 2015*

*Tom Kennedy*

Instructor

THIS IS TO CERTIFY THAT

**MICHAEL ARGENT**

---

HAS ATTENDED AND COMPLETED THE

**R-SERIES COMMERCIAL BURNER TRAINING PROGRAM**

---



A handwritten signature in cursive script, appearing to read "K. Bond".

PRESIDENT

August 26, 2009

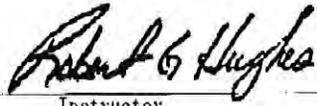
A handwritten signature in cursive script, appearing to be a stylized name.

RIELLO CERTIFIED TRAINER

R I E L L O B U R N E R S N O R T H A M E R I C A

# Certificate of Attendance

This acknowledges the attendance  
and efforts put forth by  
**Mike Argent**  
who is, therefore, awarded successful completion of  
**Fulton's Pulse Service School training on**  
**August 23 & 24, 2010**



Instructor



Service Manager



## AERCO Master Training Certificate Awarded To

**Mike Argent**

*in recognition of the successful completion of a  
comprehensive course covering the startup and service of AERCO  
Benchmark, Innovation, ReCon, Modulex, Esteem and AM Series  
gas fired equipment*

A handwritten signature in black ink, appearing to read 'Tony Levens', written over a horizontal line.

5/27/2016

Tony Levens  
Technical Training Manager

Date

p.1

540-349-7778

Michael A. Argent

Aug 21 07 03:28p



# Power Flame Incorporated

Parsons, Kansas

Awards This Certificate To

*Mike Argent*  
**ACI**

Upon Satisfactory Completion of the PATTS 2006 Two and One-Half Day Course  
of Instruction in  
Power Flame Maintenance and Service Techniques

Date: April 20, 21, 22, 2006

*Mark K. Wehmeier*  
 \_\_\_\_\_  
 Mark K. Wehmeier  
 Vice President of Engineering



# Lochinvar<sup>®</sup>

## Service Training Certificate

This Document Certifies That  
Mike Argent  
Has Completed the Prescribed Training at Lochinvar, LLC  
and is Hereby Authorized to Perform  
Product Service in Accordance with Lochinvar's  
Standards for Quality Maintenance and Operations.

Date of Class  
April 02, 2013  
Authorized By:

*Charles Phillips*

Schoolmaster

*Butt Thompson*

Executive Vice President



**Results for Active Licensed HVACR Contractors: 1**

Name	City	State	Zip	Expiration	Category	Insured	Reg. #
JEREMY D DIGUISEPPE	COLUMBIA	MD	21046	2024-02-24	APPRENTICE LICENSE	NOT REQUIRED	69848

[\[Home\]](#) [\[Return to Licensing Queries\]](#)

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Name	City	State	Zip	Expiration	Category	Insured	Reg. #
GARY E STEINAT	HUNTINGTOWN	MD	20639	2024-07- 23	APPRENTICE LICENSE	NOT REQUIRED	1870

**QW-484A – SUGGESTED FORMAT A FOR WELDER PERFORMANCE QUALIFICATIONS (WPQ)**  
 (See QW-301, Section IX, ASME Boiler and Pressure Vessel Code))

Welders Name RYAN DOTTER Identification No. 50

**Test Description**

Identification of WPS followed 2 Rev. 1  Test Coupon  Production weld

Specification and type/grade or UNS number of base metal(s) SA-106B Thickness: 0.432"

**Testing Conditions and Qualification Limits**

**Welding Variables (QW-350)**

Welding process (es)  
 Type (i.e., manual, semi-automatic) used  
 Backing (with/without, metal, weld metal, double-welded, etc.)  
 Plate  Pipe (enter diameter, if pipe or tube)  
 Base metal P- or S-Number to P- or S-Number  
 Filler metal or electrode specification(s) (SFA) (info only)  
 Filler metal or electrode classification(s) (info only)  
 Filler metal F-Number(s)  
 Consumable insert (GTAW or PAW)  
 Filler type (solid/metal or flux cored/powder (GTAW or PAW)  
 Deposit thickness for each process  
 Process 1: E6010 3 layers minimum  Yes  No  
 Process 2: E7018 3 layers minimum  Yes  No  
 Position qualified (2G, 6G, 3F, etc.)  
 Vertical progression (uphill or downhill)  
 Type of fuel gas (OFW)  
 Inert gas backing (GTAW, PAW, GMAW)  
 Transfer mode (spray/globular or pulse to short circuit -GMAW)  
 GTAW current type/polarity (AC, DCEP, DCEN)

Actual values	Range qualified
SMAW	SMAW
MANUAL	MANUAL
F3 None/F4 Weldmetal	F3 Optional/F1,2,4 With
6.00"	2.875" and over
P-1 to P-1	P-1 thru P-11, P34, P-4x
5.1	N.A.
E6010/E7018	N.A.
3/4"	F1,2,3/F1,2,3,4
N.A.	N.A.
N.A.	N.A.
.125"	.250" Max
.307"	.614" Max
6-G	All
Uphill	Uphill
N.A.	N.A.

**RESULTS**

Visual Examination of Completed Weld (QW-302.4) Satisfactory

- Transverse face and root bends [QW-462.3 (a)];  Longitudinal bends [QW-462.3 (b)];  Side bends (QW-462.2)  
 Pipe bend specimen, corrosion-resistant weld metal overlay [QW-462.5(c)]  
 Plate bend specimen, corrosion-resistant weld metal overlay [QW-462.5 (d)];  
 Pipe specimen macro test for fusion [QW-462.5 (b)];  Plate specimen macro test for fusion [QW-462.5 (e)];

Type	Result	Type	Result	Type	Result
FACE	PASSED	ROOT	PASSED		
FACE	PASSED	ROOT	PASSED		

Alternative radiographic examination results (QW-191)

Fillet weld -- Fracture test (QW-180) N.A. Length and percent of defects N.A.

- Fillet welds in plate [QW-462.4(b)]  Fillet welds in pipe [QW-462.4(c)]

Macro examination (QW-184) N.A. Fillet size (in.): N.A. X Concavity/convexity (in.): N.A.

Other tests N.A.

Film or specimens evaluated by: N.A. Company N.A.

Mechanical tests conducted by: Wash. D.C. Joint Steamfitting JWQC Laboratory Test Number 776917

Welding supervised by Test Date: 3/5/2001 Robert Peterman

We certify that the statements in this record are correct and that the test coupons were prepared welded and tested in accordance with the requirements of Section IX of the ASME Code.

Manufacturer or Contractor AMERICAN COMBUSTION INDUSTRIES INC.

Date: 1/7/2009

Certified by: *Harry Kraft*  
 Harry Kraft

Government of the District of Columbia



Department of Consumer and Regulatory Affairs  
Inspections and Compliance Administration

Boiler Section

This is to certify that

Card No. 0000059

**MR. RAYMOND CARY**

is hereby authorized to do **WELDING** on **BOILERS** and  
**UNFIRED PRESSURE VESSELS** for  
**AMERICAN COMBUSTION**

is accordance with the laws and regulations of the  
District of Columbia.

07/22/2022

EXPIRES

Director:  
Ernest Chrappah



**Cut to remove your card. This card must be carried any time you are doing welding in the District of Columbia.**

You are now certified to perform Welding on Boilers and Pressure Vessels in the District of Columbia. This certification is for two years.

This is the new Welder Certification Card. If you are renewing a prior certification, you may notice that you have been issued a new Card Number. Please reference this new number in all correspondence with DCRA.

**THIS CARD IS NOT TRANSFERABLE.**

**NO WELDING REPAIRS SHALL BE MADE BEFORE AN INSPECTION HAS BEEN MADE BY AN AUTHORIZED INSPECTOR AND THE METHOD OF REPAIR SANCTIONED**

 **Government of the District of Columbia**  
**Department of Consumer and Regulatory Affairs**  
Inspection and Compliance Administration  
Boiler Section

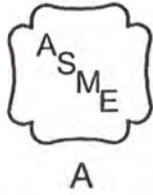
Card No. **0000059**

This is to CERTIFY that **MR. RAYMOND CARY** is hereby AUTHORIZED to do WELDING on BOILERS and UNFIRED PRESSURE VESSELS for **AMERICAN COMBUSTION** in accordance with LAWS and REGULATIONS of the DISTRICT of COLUMBIA

07/22/2022  
Expires

  
Director:  
Ernest Chrappah

The American Society of Mechanical Engineers



# CERTIFICATE OF AUTHORIZATION

The named company is authorized by The American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the ASME Single Certification Mark and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with the ASME Single Certification Mark shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

COMPANY:

**American Combustion Industries, Inc.**  
7100 Holladay Tyler Road, Suite 233  
Glenn Dale, Maryland 20769  
United States

SCOPE:

**Assembly of power boilers at the above location and field sites controlled by the above location**

AUTHORIZED: **March 9, 2021**  
EXPIRES: **March 8, 2024**  
CERTIFICATE NUMBER: **20165**

Board Chair, Conformity Assessment

Managing Director, Conformity Assessment



# CERTIFICATE OF AUTHORIZATION



H

The named company is authorized by The American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the ASME Single Certification Mark and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with the ASME Single Certification Mark shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

COMPANY:

**American Combustion Industries, Inc.**  
7100 Holladay Tyler Road, Suite 233  
Glenn Dale, Maryland 20769  
United States

SCOPE:

**Heating boilers except cast iron and cast aluminum at the above location and field sites controlled by the above location**

AUTHORIZED: **March 8, 2021**

EXPIRES: **March 8, 2024**

CERTIFICATE NUMBER: **31704**

Board Chair, Conformity Assessment

Managing Director, Conformity Assessment

The American Society of Mechanical Engineers



# CERTIFICATE OF AUTHORIZATION



The named company is authorized by The American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the ASME Single Certification Mark and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with the ASME Single Certification Mark shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

COMPANY:

**American Combustion Industries, Inc.**  
7100 Holladay Tyler Road, Suite 233  
Glenn Dale, Maryland 20769  
United States

SCOPE:

**Fabrication and assembly of pressure piping at the above location and field sites controlled by the above location**

AUTHORIZED: **March 9, 2021**  
EXPIRES: **March 8, 2024**  
CERTIFICATE NUMBER: **20166**

A handwritten signature in black ink, appearing to read 'David E. Tuttle'.

Board Chair, Conformity Assessment

A handwritten signature in black ink, appearing to read 'Paul Bang'.

Managing Director, Conformity Assessment

The American Society of Mechanical Engineers



# THE NATIONAL BOARD OF BOILER & PRESSURE VESSEL INSPECTORS

## *Certificate of Authorization*



*This is to certify that*

**American Combustion Industries, Inc.  
7100 Holladay Tyler Road, Suite 233  
Glenn Dale, Maryland 20769  
United States**

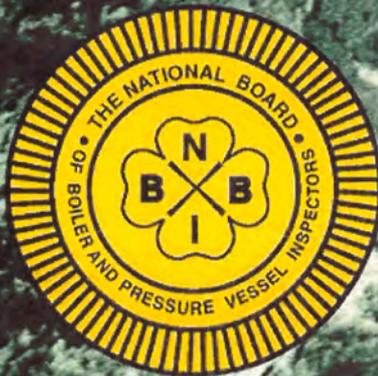
**Acceptable Abbreviation: ACI**

*is authorized to use the R Symbol in accordance with the provisions of the National Board Inspection Code and NB-415, Accreditation of "R" Repair Organizations.*

All activities within the scope of this Authorization shall be controlled by the above location.

The scope of this Authorization is limited to:

Metallic  
Repairs and Alterations  
At  
Shop and Field Locations



Certification Number: 759

Issue Date: March 23, 2021

Expiration Date: March 8, 2024

Executive Director

