



Purchasing Department
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<http://fiscal.gmu.edu/purchasing>

STANDARD CONTRACT GMU-1842-23-01

This Contract entered on this 4th day of June, 2023 (Effective Date) by American Combustion Industries, Inc (ACI) hereinafter called "Contractor" (located at 7100 Holladay Tyler Rd, Suite 2133 Glenn Dale, Maryland 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 welding and insulation services for the Facilities Maintenance group of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from June 4, 2023 with four (4) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** As negotiated. The pricing specified in Attachment C on page 73 represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.
- V. **CONTRACT ADMINISTRATION:** Steve Pulis 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 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, acctpay@gmu.edu, 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 05-05-2023
 - C. RFP No. GMU-1842-23, in its entirety (attached);
 - D. Contractor's proposal dated 03-27-2023 (attached).
- 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. 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.
 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 confidentially 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. **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.
- R. **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.
- S. **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.
- T. **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.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
- a. notify Mason (by sending an email to export@gmu.edu), and
- b. receive written authorization for shipment from Mason's Director of Export Controls.
- The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.

- V. 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.
- W. 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.
- X. 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.
- Y. 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.
- Z. 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.
- AA. 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.
- BB. 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.

CC. 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.

DD. 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).

EE. 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.

FF. 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.

GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

HH. 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, or 2%.
 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, or 2%.
- II. 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/>.”
- JJ. 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.
- KK. 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.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. 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.
- NN. 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/>.
- OO. 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.

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

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

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

QQ. 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.

RR. 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.

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

American Combustion Industries, Inc

DocuSigned by:



Signature 2543A...

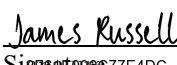
Name: David Grimard

Title: Sales Engineer

Date: 6/9/2023

George Mason University

DocuSigned by:



Signature 77E4DC...

Name: James Russell

Title: Purchasing Director

Date: 6/6/2023



May 5, 2023

**George Mason University
Purchasing Department
4400 University Drive
Fairfax, VA 22030**

**Re: Welding and Insulation Services
GMU-1842-23**

Attn: Mr. Christopher Mullins

Gentlemen:

ACI has received your requested for additional information on the Welding bid ACI proposed. ACI has provided the attached responses to your questions. We have included your request and listed the responses in bold.

George Mason University
RFP GMU-1842-23
American Combustion Industries
Negotiation Memorandum

The evaluation committee has completed the evaluation and scoring of all proposals received for RFP GMU-1842-23 and have identified your firm as one of the finalists. We are prepared to move to round one negotiations. We have a few items that we would like to negotiate and that we need additional clarification regarding. Please see below and respond to the points below your earliest convenience but no later than 2:00PM (EST), on May 12, 2023:

These Negotiations will be incorporated as part of any resulting standard contract between GMU and the Offeror:

1. Please confirm/advise if American Combustion Industries has a "R" Stamp Certification?

Yes, ACI has all the ASME Stamps including R, A, H, & PP. Some companies have just the R stamp but ACI strong commitments to be an ASME shop have 4 ASME stamps. See attached Certificates of Authorization of the stamps. They were also provided within the bid sent March 29th.

2. Please provide/describe your afterhours 24/7 emergency process and provide contact names and contact numbers.

7100 Holladay Tyler Road, Suite 233 ■ Glenn Dale, MD 20769
Washington: (301) 779-3400 ■ Baltimore: (410) 792-0895 ■ Fax: (301)-779-5840
aciindustries.com

ACI Confidential

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ACI is a 24/7/365 Service Company. Our phone number 301.779.3400 is the same for the after-hours calls. ACI has an answering service that immediately answers all calls after normal business hours.

From the initial call the call is dispatched to four different trades on call. Steamfitter /welder, Plumber, Heating service tech, or AC service technician. Usually insulation is not an emergency service call. If it was it would be directed to the steamfitter on call.

The dispatched call when received by the technician will call the customer back to acknowledge receipt of the call and schedules when to arrive for the emergency service. This whole procedure usually only takes a few minutes from the initial call to the technician making the call to the customer.

The onsite time for the technician is usually in the two hour window unless there is heavy traffic or the service is schedule at a later time frame from GMU. ACI currently has the HVAC boiler contract with GMU and it has never been an issue of ACI response time frame!

3. Is there a pricing difference for afterhours/emergency response requests? If yes please provide emergency/after hour rates.

Yes there is. The rates were provided with the bid package for both normal hours and overtime hours. It was mistakenly listed in the original bid request called Overhead but Actually it was Overtime and was corrected by an RFI response.

ACI's typical normal hours are 6am – 2pm. The contract lists the normal hours of 7am- 4pm. It has never been an issue with the other GMU contract.

ACI normally charges Sundays and Major Holidays listed has doubletime. It was not included in this bid request. ACI believes from the previous contracts with GMU it is very rare to never occasion Sundays or Major Holidays are ever required. We don't believe it ever happened on our other contract for the past 6 years.

4. At this time, we request that you re-visit your pricing and apply any available discounts or pricing breaks such as a 10% price reduction of the hourly labor rates.
- a. An incentive to being awarded a contract with George Mason University is that it will be a cooperative contract vehicle through VASCUPP, Virginia Association of State College & University Purchasing Professionals, which can and likely will be used by other Commonwealth of Virginia Universities and state agencies. It will also be open and available to agencies outside of the Commonwealth of Virginia as this RFP will result in a cooperative, competitively solicited contract. Please note that you do not have to resubmit your entire proposal if you are only adjusting your pricing. We only need to see the pricing adjusted unless other aspects of your offer are impacted.

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As mentioned ACI has a HVAC / Boiler Contract with GMU that after a 5 year contract was put out to bid and ACI fortunately was awarded Jan 2, 2023. Within that contract negotiation the rates were discounted twice to get to the final costs agreed. ACI also has a Contract with Mary Washington University for the same rates.

ACI used these rates within this contract as well, so the costs are already discounted.

ACI has used the previous contract on several other state and county facilities that were reciprocal to the contract.

ACI has been a loyal contractor to GMU for the past 6 years and many years prior performing numerous projects with all GMU locations.

If you have any further questions or need additional documentation, or references please contact us anytime! As always ACI greatly appreciates the opportunity to provide our continued professional services for GMU.

Respectfully Submitted,
American Combustion Industries, Inc.

David Grimard

David Grimard
Senior Sales Engineer, ACI
dgrimard@aciindustries.com

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



REQUEST FOR PROPOSALS GMU-1842-23

ISSUE DATE: February 24, 2023

TITLE: Welding & Insulation Services

PRIMARY PROCUREMENT OFFICER: Chris Mullins, Senior Buyer, cmullin4@gmu.edu
SECONDARY PROCUREMENT OFFICER: James Russell, Director, Purchasing and Accounts Payable, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on March 14, 2023. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM ET on March 17, 2023. Note: Questions must be submitted in WORD format. Also, see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: March 29, 2023, @ 2:00 PM ET. **SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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GMU-1842-23

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide welding and insulation services from qualified sources on an “As Needed Basis” for the Facilities Department.. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

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

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

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

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

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

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

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

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet

eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

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

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

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

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

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

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

- XI. STATEMENT OF NEEDS:** George Mason University requires qualified sources to provide welding and insulation services on an "**As Needed Basis**" for the Facilities Department:

- A. GENERAL REQUIREMENTS:** The Contractor shall furnish all necessary labor, supervision, equipment, tools, parts and materials, as necessary, to provide welding and insulation services on an "as needed basis" in accordance with the following specifications and terms and conditions. Services to include but not limited to the following:

1. Inspection, maintenance and repair of welding on both interior and exterior primary and secondary high temperature hot water, chilled water utility lines and systems in all buildings, structures, primary and secondary utility service lines.
2. General purpose welding, cutting, brazing on various types of metal pipes and equipment to include aluminum and stainless steel.
3. Installation of insulation on hot and cold-water piping systems.
4. The vendor may be asked to provide services at the following locations:
 - a. George Mason University's Fairfax Campus
 - b. George Mason University's Prince William Campus
 - c. George Mason University's Point of View Facility
 - d. George Mason University's Smithsonian Facility
 - e. George Mason University's Arlington Campus
 - f. George Mason University's Front Royal Campus

- B. PROCEDURES:** Within two (2) business days of receipt of a telephone call, fax, email, or written request

from the Contract Administrator (or delegate), the Contractor shall visit the designated work site, examine the site, and acquire a full understanding of the nature and scope of the project.

1. Inspection, maintenance and repair of welding on both interior and exterior primary and secondary high temperature hot water, chilled water utility lines and systems in all buildings, structures, primary and secondary utility service lines.
 - a. Types and quantities of labor to be billed at the contracted hourly rate.
 - b. List of materials needed with cost. Materials shall be billed at Contractor's actual invoice cost. Copies of receipts must accompany invoices submitted for payment.
2. Upon approval of the estimate a University Purchase Order shall be issued as authority to proceed with the work. The Purchase Order shall incorporate the Contractor's estimate as a "not-to-exceed" cost and the agreed upon completion date of services. No work is to be undertaken by the Contractor until a written Purchase Order has been received. All work shall be completed within the time set forth in the purchase order.

C. WORK HOURS: Normal work hours for the University are from 7:00AM to 4:00PM, Monday through Friday, Except Holidays:

1. All services, whenever possible, shall be performed during normal working hours.
2. In the event that the required services may conflict with University operations, services may be scheduled outside of the normal work hours. These services shall be scheduled in advance, and will be paid at the overtime labor hour rate described in Section XII: Pricing Schedule.
3. In the event of an emergency, the Contractor shall provide "On Site" repair services within two (2) hours of receiving the call
4. The Contractor must be available for 24-hour "On Call" emergency services, seven days per week. Contractor shall provide an emergency repair service telephone number in the space below:

Emergency Service 24-Hour Telephone Number:

5. Contractor employees shall check in and out with the Contract Administrator's designated representative during normal work hours. Work to be performed during non-work hours shall be coordinated with the Contract Administrator or their designee as required.
6. Service employees shall provide a clear and legible copy of the Contractor's work order showing all work performed and indicating the date and time of arrival and departure at the facility for each employee on a daily basis. Work orders shall have a statement that shall be signed by the Contract Administrator or his designee that work was performed. Copies shall accompany invoices for payment. Labor hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation, material acquisition, handling and delivery, removal of debris, or for movement of the Contractor's owned or rental equipment is not chargeable directly, but is overhead and must be built/included in the labor rate.

D. WELDING REQUIREMENTS: All services provided under this contract shall be by competent trained technicians and be performed in a good workmanlike manner in accordance with the manufacturer's recommended procedures and of the American Society of Mechanical Engineers (ASME) Boiler Construction Code, Section EX.

1. All arc welding shall be performed by either the manual shielded metallic arc process or the automatic submerged arc process using direct current exclusively. Electrodes shall be of the E-6010 classification.
2. All pipeline welding shall conform to ASME code Section DC and the accordance with the latest accepted practice applicable to the particular service being performed.
3. All pressure-pipe welding shall be in accordance with ASME Code Section DC.
4. Boiler and Pressure Vessels welding and fabrication shall be in accordance with the latest revision of the ASME Power Boiler and Pressure Vessel rules and regulations of the Commonwealth of Virginia.

5. Any repairs to the pressures zones on tanks require an R-Stamp. A code repair is when a vessel's "pressure boundary" needs repair. Contractor must be able to provide an "R" Stamp certificate.
6. All welding operations shall conform to the following guidelines:
 - a. Size of electrode, voltage, current, thickness and number of passes or beads shall be in accordance with ASME Code requirements.
 - b. Before start of work of any welding, all corrosion and other foreign materials shall be removed from metal surfaces to be welded by scraping, wire brushing, chipping or swabbing as may be required.
 - c. Pipe ends shall be brought together in proper alignment and shall be concentric with one sixteenth (1/16) inch separation to accommodate expansion and insure complete penetration during the welding process.
 - d. Base metal shall be cleaned of all rust, paint, grease and other filler material.
 - e. Filler material shall be suitable for the base metal in accordance with ASME recommendations.
 - f. Technique in the application of the filler metals shall be determined by the thickness of the pipe, number of passes, position and operator preference as required to give a sound weld.
 - g. If any cracks or flow holes occur on the surface of any bead of the weld, the entire weld shall be rejected or, if authorized by the Contractor's superintendent, shall be chipped out to completely remove the defect and provide a surface upon which complete fusion will be obtained with the next successive bead.
 - h. All welds shall be thoroughly cleaned of slag by wire brush or other approved measure after each bead. Excessive crowing of the bead, deep ripples, or under-cutting will not be permitted.
 - i. Pipe welding shall be thoroughly fused with the base metal at all sections of the weld and the penetration of the weld shall include the unbeveled portion and shall extended to the inside walls of the pipe. The final reinforcing pass shall not overlap the pipe bust shall be intimately fused into the surface.
 - j. Each welder shall identify his production welds by making his regularly assigned identification number or mark within 1 inch of the weld.
 - k. Pipe ends shall be squared accurately and machine beveled to a thirty-seven and one sixteenth inch band.
 - l. All production welds will be inspected visually by the Contractor's superintendent or supervisory personnel. Any defective weld shall be chipped out for the full depth and re-grooved, ground smooth, re-welded and re-inspected visually as stated above. Visual inspection shall be for surface cracks, undercuts and lack of fusion.
 - m. The Contract Administrator (CA) may upon completion request Hydro-Testing to be performed to ensure quality of work.
 - n. All pipelines will be properly flushed at the end of the job performed before returning to service.

E. **INSULATION REQUIREMENTS:** All replacement insulation products shall be equal to or better than that originally installed. However, no asbestos containing materials will be used.

1. All products shall comply with the National Fire Protection Association (NFPA) 90A Flame/Smoke/Fuel Contribution rating of 25/50/0 and comply with UL 181 erosion limitations. Fire hazard ratings shall be determined by NFPA-255, "Method of Test of Surface Burning Characteristics of Building Materials", American Society of Testing and Materials (ASTM) E84 or UL 723.
2. All adhesive, cements, finishes, jackets, etc., shall be UL listed or labeled for use as applied to insulation and designed specifically from use in the installation.

3. All insulation shall be installed in accordance with National Insulation Contractors Association (NICA) National Standards.
 4. All insulation operations shall comply with the following guidelines:
 5. Insulation shall not be applied on any piping system requiring testing until testing is completed and approved by the Contract Administrator or his designee.
 6. Insulation shall not be applied until all systems are clean, dry, and free of dirt, dust or grease.
 7. The finished installation shall present a neat and acceptable appearance which include but not limited to: All jackets smooth, all vapor barriers sealed properly, and no evidence of "ballooning" to the jackets, or sagging insulation, all valves, dampers, gauges, unions. The Contract Administrator or his designee shall be the final judge of the acceptance of workmanship.
 8. Insulation shall be protected from moisture and weather during storage and installation.
 9. Insulation, which has sustained moisture damage, torn jackets, or other damage due to improper storage or other reasons, shall not be used. If evidence of this is sighted the Contract Administrator reserves the right to require the insulating Contractor to remove any and/or all insulation until the Contract Administrator is satisfied that there is no longer any inferior insulation installed on the project.
 10. All insulation at hand holes, access doors or other openings, and adjacent to flanges and valves shall be neatly finished where exposed to view.
- F. **ASBESTOS CONTAINING MATERIALS (ACM):** Asbestos containing materials are present in a number of George Mason University facilities. Known locations have been identified and marked. Any ACM that may be disturbed by the performance of services under this contract shall be removed by the University prior to initiation of services. However, should materials suspected of containing asbestos be encountered, the Contractor should immediately cease work and contact the Contractor Administrator for an evaluation of the materials. (Ref. SECTION R, SPECIAL TERMS AND CONDITIONS herein.)
- G. **CONTRACTOR'S PERSONNEL:** The Contractor shall be responsible for providing the appropriate types and skill levels of personnel to accomplish the work and for adequately supervising them at the work site to assure that the work is accomplished in compliance with all applicable laws, ordinances, rules, regulations and codes. Before assigning any welder to work covered under this contract, the Contractor shall provide the Contract Administrator with the names of the welders to be employed to the work, together with certification that each of these welders has passed qualification tests prescribed by the National Certified Pipe Welding Bureau, using procedures covered in the ASME Boiler Construction Code, Section DC, "Standard Qualification for Welding Procedure and Welding Operator", or in the American Welding Society "Standard Qualification Procedure". If requested by the Contract Administrator, the Contractor shall submit identifying stenciled test coupons made by an operator in question. The Contractor shall require any welder to retake the tests when, in the opinion of the Contractor Administrator, the work of the welder creates a reasonable doubt as to his proficiency. Tests, when required, shall be conducted at no additional cost to the University. Recertification of the welder shall be made to the Contract Administrator only after the welder has taken and passed the required test. The University reserves the right to reject Contractor service personnel who, in the University's judgment, are not qualified to perform the work, and replace them with adequate qualified employees.
1. The Contractor shall be responsible for all means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.
 2. The Contractor shall, at all times enforce strict discipline and good order among the workers on the project, and shall not employ on the work site any unfit person or anyone not skilled in the work assigned to him/her.
- H. **WARRANTY OF MATERIALS AND WORKMANSHIP:** The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class and in accordance with Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with Contract Documents and shall be performed by persons qualified in their respective trades. Work not conforming to these warranties shall be considered defective. This warranty of

materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

- I. **USE OF PREMISES AND REMOVAL OF DEBRIS:** Contractor shall, either directly or through the Subcontractor perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises of the University or at the location of the work.
 1. Contractor shall store its apparatus; materials, supplies and equipment in such orderly fashion at the site of work that as will not unduly interfere with the progress of its work or the work of the University or any other Contractor. The activities of Contractor's workman shall be confined to the limits indicated by law, ordinances, permits and the directions of the Contract Administrator or his designee.
 2. Contractor shall be responsible to report to the Contract Administrator or his designee, any damage found prior to any work at the site. Contractor shall be responsible for repairing or replacing any work damaged by his operation within ten (10) days after notification by the Contract Administrator or his designee.
 3. Contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by previous arrangement with, and in the presence of, the Contract Administrator or his designee. Contractor shall give ample advance notice of the need for cut-offs and will be scheduled at the convenience of the Contract Administrator or his designee.
 4. Contractor shall frequently clean up all refuse, rubbish, scrap materials and debris caused by its operation, to the end at all times the site of work shall present a neat, orderly and workmanlike appearance.

XII. COST OF SERVICES: Please provide hourly rates as described in Section XIII.B.5 below and Attachment C.

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. **GENERAL REQUIREMENTS:**

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

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

ELECTRONIC PROPOSAL SUBMISSION: **Mason will only be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.**

The following shall apply:

- a. You must submit your bid/proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified in the Bid/RFP.
- b. The subject line of your email submission should read, "**RFP GMU-1842-23**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # _ of _ total".
- c. The Offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**

- d. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted (See 2d below).
- e. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
- f. Each email may not be larger than 20MB.
- g. All solicitation schedules are subject to change.
- h. Go to Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

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

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

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

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

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

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

1. **Procedural information:**
 - a. Return signed cover page and all addenda, if any, signed and completed as required.
 - b. Return Attachment A - Small Business Subcontracting Plan.
 - c. State your payment preference in your proposal response. (See section XVI.)
2. **Executive Summary:** Offerors must submit an executive summary at the beginning of the proposal response not exceed 2 pages.
3. **Qualifications and Experience:** Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
4. **Specific Plan (Methodology):** Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.
5. **Proposed Pricing:** Provide hourly rates for all services described herein.
6. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of products/services offered and suitability for the intended purpose	25
2.	Qualifications and experiences of offeror in providing the goods/services, including references	20
3.	Specific plans or methodology to be used to provide the services	25

4.	Price Offered	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10

Total Points Available:	<hr/> 100
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B. **AWARD:** Following the initial scoring by the evaluation committee, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which offerors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

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

XVI. **PAYMENT TERMS / METHOD OF PAYMENT:**

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. **SOLICITATION TERMS AND CONDITIONS:**

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received by Mason by the designated date and hour. The official time used in the receipt of proposals is the “received” time on the Primary or Secondary Procurement Officers email inbox, whichever is earlier. Proposals received after the due date and time has expired will not be accepted nor considered. Mason is not responsible for delays in the delivery of email. It is the responsibility of the offeror to ensure that their proposal reaches the Primary or Secondary Procurement Officer’s email inbox by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror’s physical facilities prior to award to satisfy questions regarding the offeror’s capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. TESTING AND INSPECTION: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVIII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 2/24/23
- Vendors submit questions by: 3/14/23 by 4:00 PM ET
- Post Question Responses: 3/17/23 by 5:00 PM ET
- Proposals Due: 3/29/23 @ 2:00 PM ET
- Proposals to Committee: 3/30/23
- Review and Score Proposals: 3/30/23 – 4/07/23
- Scores to Purchasing: 4/7/23
- Oral presentations (if necessary): 4/12/23– 4/14/23
- Negotiations/BAFO: Start of 4/17/23
- Award: 4/26/23
- Contract Start Date: 5/03/23

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1842-23

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

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

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** **Steve Pulis** shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Negotiation Responses dated XXXXX (attached);
 - C. RFP No. GMU-XXXX-XX, in its entirety (attached);
 - D. Contractor’s proposal dated XXXXXX (attached).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to

accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

X. STANDARD TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

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

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason,

its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University 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.
 - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of

Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. 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.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. 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.
- T. 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.
- U. 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.
- V. 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.
- W. 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.

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

- AA. 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.
- BB. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports,

writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

2. **Work Made for Hire.** Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
- CC. **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).
- DD. **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.
- EE. **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.
- FF. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- GG. **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 or 2%.
 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 or 2%.
- HH. **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/>.”

- II. 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.

- JJ. 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.

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

- LL. 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.

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

- NN. 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.

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

PP. 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.

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

Contractor Name

George Mason University

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

Attachment C**PRICE SCHEDULE SAMPLE TO USE**

The contractor agrees to provide the required Welding and Insulation Services at the following rates. Manufacturers-approved parts and materials for all services shall be at Contractor's **actual paid invoiced costs**. Any Bidder who enters labor hourly rates, which are less than the current federal minimum wage, shall be considered non-responsive. Any Bidder who enters overtime hourly rates, which are less than the regular time rate wages, shall be considered non-responsive.

<u>LABOR HOURLY RATES</u>	
<u>DESCRIPTION</u>	<u>RATE/HOUR</u>
REGULAR TIME WELDER	\$ _____
REGULAR TIME HELPER	\$ _____
REGULAR TIME INSULATOR	\$ _____
REGULAR TIME HELPER	\$ _____
REGULAR TIME LABORER	\$ _____
REGULAR TIME OPERATOR	\$ _____
OVERHEAD WELDER	\$ _____
OVERHEAD HELPER	\$ _____
OVERHEAD INSULATOR	\$ _____
OVERHEAD HELPER	\$ _____
OVERHEAD LABORER	\$ _____
OVERHEAD OPERATOR	\$ _____

<u>MARKUPS FOR ACQUIRING PROJECT MATERIALS AND EQUIPMENT @</u>	
<u>PROJECT TOTAL OF \$0.00 TO \$5,000.00</u>	
MATERIAL	_____ %

EQUIPMENT RENTAL	_____ %
SUBCONTRACTOR	_____ %

MARKUPS FOR ACQUIRING PROJECT MATERIALS AND EQUIPMENT @
PROJECT TOTAL OF \$5,000.00 TO \$20,000.00

MATERIAL	_____ %
EQUIPMENT RENTAL	_____ %
SUBCONTRACTOR	_____ %

MARKUPS FOR ACQUIRING PROJECT MATERIALS AND EQUIPMENT @
PROJECT TOTAL OF \$20,000.00 TO \$50,000.00

MATERIAL	_____ %
EQUIPMENT RENTAL	_____ %
SUBCONTRACTOR	_____ %

MARKUPS FOR ACQUIRING PROJECT MATERIALS AND EQUIPMENT @
PROJECT TOTAL OF \$50,000.00 TO \$100,000.00

MATERIAL	_____ %
EQUIPMENT RENTAL	_____ %
SUBCONTRACTOR	_____ %

MARKUPS FOR ACQUIRING PROJECT MATERIALS AND EQUIPMENT @
PROJECT TOTAL OF \$100,000 AND GREATER

MATERIAL	_____ %
----------	---------

EQUIPMENT RENTAL	_____ %
SUBCONTRACTOR	_____ %

BIDDERS DO NOT FTLL IN THESE BLANKS

<u>DESCRIPTION</u>	<u>HOURS OF SERVICE</u>		<u>HOURLY RATE</u>		<u>TOTAL</u>
REGULAR TIME WELDER	78	X	\$ _____	=	\$ _____
REGULAR TIME HELPER	78	X	\$ _____	=	\$ _____
REGULAR TIME INSULATOR	78	X	\$ _____	=	\$ _____
REGULAR TIME HELPER	78	X	\$ _____	=	\$ _____
OVERTIME WELDER	12	X	\$ _____	=	\$ _____
OVERTIME HELPER	12	X	\$ _____	=	\$ _____
OVERTIME INSULATOR	12	X	\$ _____	=	\$ _____
OVERTIME HELPER	12	X	\$ _____	=	\$ _____
MATERIALS PAID INVOICE COST \$2,000		X	<u>\$OVERHEAD RATE</u>	=	\$ _____
EQUIPMENT RENTAL INVOICE COST \$1,000		X	<u>\$OVERHEAD RATE</u>	=	\$ _____
SUBCONTRACTOR SERVICES/COST \$2,000		X	<u>\$OVERHEAD RATE</u>	=	\$ _____

= **TOTAL BID PRICE** \$ _____



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March 29, 2023

George Mason University
Purchasing Department
4400 University Drive
Fairfax, VA 22030

Re: Welding and Insulation Services
GMU-1842-23

Dear Sir:

American Combustion Industries, Inc. (ACI) is a full service mechanical and plumbing contractor located at 7100 Holladay Tyler Rd, Glenn Dale MD. ACI has been conducting business since 1976 in the Virginia, Maryland and Washington DC area. ACI's focus is on mechanical service and system installations, renovations and repairs which includes the retrofit of all types of heating and cooling systems and associated construction services, as well as services for inspection, maintenance, repair and replacements of all types of heating, ventilation and air conditioning (HVAC) systems. Our emergency service 24-hour telephone number is 301-779-3400.

In August 2022, as part of a recapitalization, ACI, a newly-formed Delaware corporation, acquired substantially all of the assets of American Combustion Industries, Inc., a Maryland corporation ("ACI") (EIN: 521395824) and thereby became the successor in interest to ACI's business and operations, which business and operations have continued unchanged.

ACI is a *leader* in the construction of mechanical systems used in educational and commercial facilities and critical infrastructures.

Please find attached our technical and pricing proposal

ACI appreciates this opportunity and we look forward to working with your team.

Please contact me at 301-779-3400 dgrimard@aciindustries.com, if you have any questions.

Respectfully Submitted,

David P. Grimard

Senior Sales Engineer



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

RFP ADDENDUM NO. 1:

Date: March 23, 2023
Reference: RFP # GMU-1842-23
Title: Welding & Insulation Services
RFP Issued: February 24, 2023
Proposal Due Date: March 29, 2023 @ 2:00 PM ET

The following changes are hereby incorporated into the aforementioned RFP:

1. **CHANGE XI.** Statement of Needs Section A #4 to:

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

2. **Correct Misspelling on Attachment C Pricing Schedule Sample page 26 Overhead should be Overtime.**

I hereby acknowledge receipt of RFP# GMU-1842-23, Welding and Insulation Services and acknowledge that Addendum No. 1 do not impact the scope of work, therefore, the RFP due date remains the same, **March 29, 2023 at 2:00PM.**

AMERICAN COMBUSTION INDUSTRIES

Name of Offeror/Firm

Joseph Echiro

NAME (Print or typed)

[Signature]

Signature

3-27-23

Date



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



REQUEST FOR PROPOSALS GMU-1842-23

ISSUE DATE: February 24, 2023

TITLE: Welding & Insulation Services

PRIMARY PROCUREMENT OFFICER: Chris Mullins, Senior Buyer, cmullin4@gmu.edu

SECONDARY PROCUREMENT OFFICER: James Russell, Director, Purchasing and Accounts Payable, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on March 14, 2023. All questions must be submitted in writing. Responses to questions will be posted on the Mason Purchasing Website by 5:00 PM ET on March 17, 2023. Note: Questions must be submitted in WORD format. Also, see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: March 29, 2023, @ 2:00 PM ET. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name AMERICAN COMBUSTION INDUSTRIES

Date: 3-27-23

DBA: _____

Address: 7100 HOLLADAY TYLER RD #233

GLENN DALE MD 20769

By: [Signature]
Signature

FEI/FIN No. 883661642

Name: Joseph Echino

Fax No. 301-779-3400

Title: Assistant Secretary

Email: DGRIMARD@ACIINDUSTRIES.COM

Telephone No. 301-779-3400

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

SWaM Certification Number: _____

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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: AMERICAN COMBUSTION INDUSTRIES

Preparer Name: DAVID GRIMARD **Date:** MARCH 15, 2023

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

Company Name: <u>Anglesey Insulation Inc;</u>	SBSD Cert #: _____
Contact Name: <u>Victor</u>	SBSD Certification: _____
Contact Phone: <u>410- 721-0060</u>	Contact Email: <u>vic@angleseyinsulation.com</u>
Value % or \$ (Initial Term): _____	Contact Address: <u>2147 Priest Bridge Dr Crofton, MD 21114</u>
Description of Work: <u>Insulation</u>	

Anglesey Insulation, Inc.
PO Box #806
Edgewater, MD 21037

Anglesey Insulation has been in business since 1999. The company was founded by Victor P. Lilly and James Lilly. James Lilly had been in the insulation industry for forty plus years. Victor Lilly upon graduating from Towson State University completed his apprenticeship in Mechanical Insulation from Insulators Local # 24. Victor brings 32 years of insulation expertise to the organization.

Anglesey Insulation specializes in the mechanical insulation industry. Anglesey Insulation specializes in the construction and service areas of the requirements of our customers. Our philosophy is to be involved with our client for sequencing and scheduling of projects. By doing this, Anglesey Insulation has been able to help keep all projects on the end users time schedule requirements.

Anglesey Insulation brings a strong team of insulators to our contractors. Anglesey Insulation's foreman David Nichols has 35 years of service in the insulation industry in the Washington, DC metro area.

Anglesey Insulation is a signatory contractor of Asbestos Workers Local # 24. All of our mechanics have attended apprenticeship school and have met the insulation standard set forth by Union Local #24.

Anglesey Insulation has worked on a multitude of different types of projects. A short list of projects is listed below.

1. United States Naval Academy, Hospital Point. Mechanical Insulation value \$180,000.00. CER Construction, Paul Rosseau, 410-247-9096
2. Catholic University, Opus Dormitory. Mechanical Insulation value \$ 190,000.00. Magnolia Plumbing, John Magnolia, 202-829-8510.
3. Hilton Hotel at Arundel Mills. Mechanical Insulation value \$250,000.00. R. E. Robertson, Randy Jones 410-757-0023.
4. Complete Building Services, Anglesey Insulation is an on call insulation contractor for CBS/Donohoe properties. This client requires multiple service calls in a wide variety of buildings in the MD., DC and VA area.

Anglesey Insulation Key Personnel

Owner, Victor Lilly
Asbestos Workers Local #24 Insulation Mechanic, 30+ years of insulation industry experience

Superintendent, David Nichols
Asbestos Workers Local # 24 Insulation Mechanic, 30 + years of insulation industry experience

Anglesey Insulation Insulators: Wilfredo Mata, Jr., Burt Garner, James Lilly, Will Mata, Sr., Pat Gitschell

Insulators for Anglesey Insulation are all hired from AWL #24 Union Hall.

Asbestos Workers Local #24
901 Montgomery Street
Laurel, MD

Business Agent Mike Moneymaker- 301-725-2400

ACI selects Option 3 as the Proposed Payment Plan

B2 EXECUTIVE SUMMARY American Combustion Industries, Inc. (ACI) was founded in 1976 originally as a boiler and burner service and installation company. Over the years, we have branched out to all facets of HVAC and mechanical contracting. We were awarded the Association of General Contractors of DC Subcontractor Appreciation Award in 2012. Our average sales in the past three years are \$42,000,000. 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 for over 20 years. The ACI team is thoroughly knowledgeable in all aspects of service, project management and construction, as well as HVAC upgrades and replacements in occupied universities, schools, state and local government. ACI is very knowledgeable of the subcontractor market, regulatory agencies and codes and managing capital projects with compressed schedules, as well as, the technical aspects of boiler construction and operations, burner control systems, and hydronic and steam piping.

Many of our jobs are self-performed by ACI's well trained, highly skilled work force composed of union steamfitters, plumbers and technicians. ACI has extensive experience working in and around central plants such as universities, colleges, hospitals, government facilities, and military installations.

ACI staffs a quality control manager and an outside safety officer to further ensure quality assurance on every project. ACI holds ASME and National Board of Boiler and Pressure Vessel Certifications, including R, A, H and PP Authorizations. These certifications are held by very few companies in our region. In order to maintain this high standard, we have a stringent quality control program which is monitored by ASME representatives. Our procedures and documentation are reviewed every 2 years to maintain these certifications.

ACI is the 10th largest Mechanical contracting firm in the Washington Metropolitan Area, but this list included new construction companies not in our market and without our service capabilities. This list is a small sample of ACI's customers for preventive maintenance, repairs, welding, insulation, underground repairs, AC & Chiller service on mechanical equipment:

Universities:

George Washington University
George Mason University
Morgan State University

University of Maryland
Georgetown Univ
Anne Arundel CC

Howard University
American University
Mary Washington University

Government:

US Capitol Power Plant
Naval Air Station (Patuxent River)
NSA
DC Superior Courts

Washington Navy Yard, NRL
Surface Warfare Fac – Indian Head
Bureau of Engraving
Carderock Naval Facility

Joint Base Andrews
NIH
John F Kennedy Center
Walter Reed Naval Facility

Hospitals:

Washington Hosp Center
Inova Hospitals: Fairfax, Mt Vernon,
Sibley Hospital
Shady Grove Hosp

Howard Univ Hosp
Fair Oaks, Alexandria
Walter Reed Naval Med Ctr
White Oak Adventist Hospital

DC General Hospital
Doctor's Community Hospital
St. Elizabeth's Hospital
National Rehab Hospital

School Systems:

Charles County Public Schools
Montgomery County Public Schools

St Mary's Public Schools
Calvert County Public Schools

Anne Arundel County Public Schools

B3 QUALIFICATIONS AND EXPERIENCE

A. HISTORY OF COMPANY- ACI was founded in 1976 originally as a boiler and burner service company and acquired in 1998 by Washington Gas. At that time, we concentrated on government, military and transportation facilities. Over the years, we have branched out to all facets of HVAC and mechanical contracting. We are now a full service mechanical services firm offering mechanical, plumbing, repair and replacement, and installation as well as rental boilers and chillers, service and preventative maintenance contracts and 24/7 emergency services.

7100 Holladay Tyler Rd, Suite 233 ■ Glenn Dale, Maryland 20769

Washington: (301) 779-3400 ■ Baltimore: (410) 792-0895 ■ Fax: (301) 779-0425 ■ www.aciindustries.com

We have expertise in all areas of mechanical systems and unique capabilities on large commercial, institutional and governmental size boilers. Our client base includes universities, educational facilities, federal, state and local government, military, and hospitals. Some of our higher educational customers include George Washington University, American University, Georgetown University, University of MD, UMBC, Johns Hopkins University and Howard University as well as others.

ACI's specialty is service, repair and replacement or retrofit and preventative maintenance in existing universities, schools, commercial, industrial, institutional and governmental buildings. We are fully equipped to perform these services and we maintain a service fleet of over 80 vehicles and equipment, welding rigs, service vans, pickup trucks to handle anything that may be associated with our work.

ACI is one of the most experienced mechanical, plumbing, service and retrofit companies in the Virginia/ Maryland/ Washington DC area today.

ACI holds ASME and National Board of Boiler and Pressure Vessel Certifications, including R (Metallic Repairs and or alterations, A (Assembly of Power Boilers), H (Heating Boilers) and PP (Power Piping) Authorizations. 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 seven apprentices graduating as Welder of the Year, at the UA Mechanical Trade School.

ACI received the Safety Contractor of the Year Award by The Department of the Navy.

ACI's also performs

- ASME and National Board of Boiler and Pressure Vessel Certifications, including R (Metallic Repairs and or alterations, A (High Pressure Assembly of Power Boilers), H (High Pressure Assembly of Power Boilers) and PP (Power Piping)
- Title 5 Services (Federal Regulation which requires owners to document emissions and adjust burners for lowest possible emission of Nox and carbon monoxide) as well as other environmental containment reporting
- Title 17 which require qualified licensed engineer equipment inspected DC Code, CSD-1 Startups. ACI has exceptional experience on burner manufactures' representative.
- Wet taps and pipe freezing
- Oil tank installations
- Underground utility excavation
- Infrared testing of mechanical and electrical systems
- Eddy current testing
- Medical gas certification
- Rigging and crane services
- Backflow preventer testing and certifications
- Offers Visual Inspection Cameras which allows detailed visual inspections in hard to reach areas
- Factory trained HVAC Technicians

Many of our personnel are cross trained and have previously worked for equipment manufacturers which bring a vast knowledge of noteworthy expertise for the many different equipment lines.

ACI has the capabilities to provide complete mobile steam boilers, chillers, emergency generators and all associated equipment installations in a timely and efficient manner.

Our team is thoroughly knowledgeable in all aspects of the management of mechanical equipment service and installation. We have consistently delivered quality projects for our clients while exceeding their expectations. ACI complies with safety regulations by holding regular safety meetings with the field personnel. Our technicians are OSHA trained. Our supervisors attend safety briefings pertaining to the project. The meetings identify potential hazards and how they shall be addressed. Safety is given primary importance in every aspect of performing of all activities.

ACI maintains a warehouse and storage yard and has the equipment to accept and unload materials and equipment. ACI's warehouse also incorporates a prefabrication area of the warehouse to support our mechanical, plumbing, and service divisions.

ACI is partner and representative of WARE for emergency boiler needs in the greater Washington Metropolitan area.

B. NAMES AND QUALIFICATIONS-

David Grimard, Program Manager/Senior Sales Engineer, specializes in any repairs, HVAC service, retrofit, or replacement project from small commercial to large systems, including emergency rentals when needed. He has over 40 years' experience on design boiler/HVAC/build applications. He has been involved with many university and schools systems and local and federal government for the past 35 years. ACI's primary point of contact Mr. Grimard is involved in the projects from the concept to completion on all projects as needed.

Joe Echino, Project Division Manager Manages a division of over 80 employees including project managers, estimators, and superintendents, steamfitters, welders, mechanics and apprentices. Experience in occupied educational/ institutional research, healthcare, general office buildings, low-medium-high rise; industrial and retail. Responsible for tracking customer's project, management of the job, job costing, problem solving to the customer's satisfaction and restitution, while improving cost control, customer and vendor relations and daily operations within the construction division.

Paul Diguiseppe - Jamie Lathroum, Project Manager day-to-day management of project, including drawings review, claims resolution, payment approval, coordination & scheduling of the subcontractors, suppliers. He has extensive experience with upgrades and replacement of HVAC in occupied schools and government facilities, knowledge of the subcontractor market, knowledge of regulatory agencies and codes and managing capital projects with compressed schedules.

Jeff Oliver - Field Superintendent

Job Site Foreman manages and performs the daily mechanical responsibilities and construction activities of the project

Resumes and licenses etc



**AMERICAN COMBUSTION
INDUSTRIES, INC.**

DAVID GRIMARD – PROJECT COORDINATOR/ACCOUNT MANAGER
LOCATED AT 7100 HOLLADAY TYLER RD, GLENN DALE MD 301-779-3400

Education:

Springfield Technical
College - Engineering
Degree
MCA- Leed Training

Affiliation 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 33 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.

David will provide technical assistance to project managers, customers, and technicians.



JAMIE LATHROUM – PROJECT MANAGER

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

Certifications:

Maryland State Plumber
License
Washington Suburban
Sanitation Commission
License
Plumbing and Gas Fitting
License
Backflow Preventer
Certification

Affiliations:

Plumbers Local Union 5

Education:

Valedictorian of Graduating
Class for Plumbers Local
Union
UA Mechanical Trade School

EMPLOYMENT HISTORY:

James Lathroum brings over 20 years' experience in the plumbing construction and HVAC service. Jamie is well-rounded and has integrated and balanced technical, communication, and organizational skills. His key responsibility is the coordination and management of the entire process from pre-construction through close-out. As the Project Manager, he is responsible for overall management of assigned projects including project planning, contract compliance, execution and closeout.

PROJECTS

- WSSC RGH Building Blazer Unit; \$916,520
- SSMC2 1325 East West Hwy Condensate Piping; \$1,045,000
- Washington Hospital Center Replace 6 Burners; \$1,528,000
- National Press Central Plant Upgrade; \$1,900,000
- 4600 Duke Street Boilers and Heaters; \$661,000
- Woodlake Towers Boiler Upgrades; \$674,620
- DC Court Chiller Installation; \$1,807,887
- 1305 East West Highway Chiller and Cooling Tower; \$2,200,000
- Grosvenor Park IV Chiller Plant Repipe; \$139,190
- Prince Georges County Courthouse Chiller, Boiler, HVAC Replacement; \$4,368,000
- National Security Agency Bldg 9960 Tordella 2 Boiler Install; \$122,000
- Beacon Hill Apartments Section II Water Heater Pipe; \$279,000
- Mitre Boiler Replacement; \$648,691
- Goodwin House Chillers, Tower, pumps; \$781,397
- Prince Georges County Courthouse HVAC; \$3,179,177
- WSSC NASR Pipeline; \$96,473
- WSSC Potomac Turbidity; \$100,000
- Prince George's County Courthouse HVAC Project; \$3,179,144
- WSSC RGH Building HVAC Upgrades; \$2,238,000
- WSSC WSSC facilities, plant-wide test, repair and certify backflow preventors (200)
- Central Intelligence Agency Boiler No. 4; \$1,692,000
- Smithsonian National Zoo Underground Pipe Project; \$2,400,000
- Carderock Naval Surface Warfare Center Steam and Condensate Lines; \$364,000
- 700 13th Street, Cooling Tower Install; \$302,000
- DC General Hospital Boiler Repairs \$451,000



PAUL DIGUISEPPE – HVAC PROJECT MANAGER
7100 HOLLADAY TYLER ROAD, SUITE 233, GLENN DALE MD 20769 301-779-3400

Professional

Qualifications/Certifications:

Maryland Journeyman License
Maryland State First Class
Stationary Engineer License
Danfoss Certification
Patterson Kelly Certificate
Hays Cleveland Certificate
Mestech Certificate
Fultons Pulse Certificate
First Aid Certificate
CPR Certificate
Confined Space Certificate
Fall Protection Certificate
CFC Certificate Universal
Powerflame Certificate

Affiliations:

Steamfitters Local Union 602

Education:

UA Mechanical Trade School

EMPLOYMENT HISTORY:

Paul DiGuiseppe has been in the industry for 25 years and experience in the plumbing construction and HVAC service and module equipment. Paul is well-rounded and has project management and construction expertise with technical, communication, and organizational skills. His key responsibility is coordination and management of the entire process from pre-construction through close-out. He is responsible for overall management of the project, including general administration duties, project planning/control, schedule updates, RFI management, maintain records of expenses, deliverables and progress, preparation of change orders, punchlist items, general coordination and compliance with contract terms, execution and closeout. Paul has experience with schools, high rise buildings, colleges and central plants for projects with fixed time schedule.

AMERICAN COMBUSTION INDUSTRIES, INC.
PROJECT MANAGER– CONSTRUCTION

PROJECTS

- Federal Bureau of Investigations B19 Nexus
- National Press Central Plant (capital and systemic upgrade)
- American University Quad Steam Main
- American University Ward Steam Main
- George Mason University Plant Renovation
- H.D. Cooke Elementary School Boiler Install
- Univ MD Baltimore Chemical Lab Tube Bundle
- UMD Sorority House 170 and 172; HVAC Upgrades
- Macrogenics Boiler Install
- Delta Hunt Valley Hotel Boiler Rental
- Bridgepoint Hospital Air Handler Unit
- Amentum McLean Boiler 2 PLC
- The Carleton Cooling Tower
- INOVA Fairfax Boiler Control Upgrade
- Quantico Hot Water Tank Pump Pipe
- Grand Hyatt DC Boilers and Water Heater Installations
- National Press Chiller Install
- National Press Valve Replacement
- Martin State Airport Hangar 4 Boiler Install
- GEICO Boiler Installation
- Martin State Airport Hangar 2 Boiler Install
- Diageo Boiler Retube
- National Press Building Air Handler Unit 2 install



DANNY PETERMAN – PROJECT MANAGER/ASME QC MANAGER
LOCATED AT 7100 HOLLDAY TYLER RD, GLENN DALE MD 20769 301-779-3400

**Professional Qualifications/
Certifications**

UA Mechanical Trade School –
Graduated Outstanding
Welder
Journeyman HVACR License
State of Maryland Journeyman
HVACR License
The National Board – Boiler &
Pressure Vessel Repair
Certificate
ASME Section VIII and Section
IX Certificate
ASME Welding Certification
#1, #2, MIG, TIG and DC
Visual Inspection Certification
CFC Certification
30 hours OSHA Certification
Medical Gas Certification

Affiliations:

Steamfitters Local Union 602

Education:

Welder of the year of his
graduation class for
UA Mechanical Trade School
MCA/NECA
Project Management

**EMPLOYMENT HISTORY – ASME QUALITY CONTROL / PROJECT
MANAGER /ESTIMATOR**

Mr. Peterman has 25 years' experience in the industry and at ACI for mechanical construction renovation, HVAC service, specializing in boiler, mechanical and plumbing installation and repairs in all areas. Responsible for overall management of QC projects including administrative issues, project planning, contract compliance, supervision, contract execution and closeout.

As Quality Control Officer, he is responsible for ACI's Quality Control Program of ASME and National Board code repairs. Danny Peterman brings 25 years' experience for the installation of HVAC commercial and industrial equipment, specializing in boiler installations and ASME code repairs.

He has extensive knowledge in the ASME code of A, H, PP, and R Stamp Repairs.

**AMERICAN COMBUSTION INDUSTRIES
PROJECT MANAGER /QC MANAGER**

- National Institute of Health Water Heater; \$293,337
- Howard University Middle School Steam Station; \$83,000
- Architect of the Capitol Rental boiler; \$532,542
- Howard University Various AHU Coils; \$145,000
- NIH Poolesville Burners; \$1,175,000
- Howard Univ Blackburn Expansion Tanks/ Air Separator; \$55,241
- Howard University Condensate Piping; \$6,379,614
- Jefferson House Boiler install; \$307,000
- Howard University Plant Electric upgrade; \$457,570
- Washington Hilton Boiler retube; \$399,800
- Architect of the Capitol Rental boiler; \$533,000
- USCG Boiler retube; \$459,497
- Chelsea Woods Court Install 2 boilers; \$222,000
- Washington Hilton Burner Install; \$1,128,324
- St Johns College Chiller Install; \$231,460
- Social N Charles Various HVAC Projects; \$280,000
- National Rehab Domestic Hot Water System; \$322,000
- Howard University - Main Plant Temp Header: \$590,000
- The Marylander Boiler Install; \$673,000
- Washington Hilton Boiler replacement; \$1,128,000



**DAVE MURPHY - HOLLADAY TYLER RD, SUITE 233, GLENN DALE MD 20769
301-779-3400**

**Professional Qualifications/
Certifications**

UA Mechanical Trade School
Journeyman HVACR License
State of Maryland Journeyman
HVACR License
ASME Welding Certification
#1, #2, MIG, TIG and DC
Welding Certifications
Medical Gas Certification
Visual Welding Inspection
Certification
Liquid Penetration Examiner
Certification
CFC Certification
30 hour OSHA Certification

Affiliations:

Steamfitters Local Union 602

Education:

UA Mechanical Trade School

EMPLOYMENT HISTORY

Dave Murphy brings 35 years' experience for the service and installation of commercial and industrial equipment, specializing in boiler repairs and installation.

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

- Lundeberg MD Seamanship Boiler Installation
- Washington Hilton Burner Install
- The Marylander Boiler Repairs
- ESG Repair DA Tank
- Research Blvd DA Tank Repairs
- NASA Boiler 4 Refractory
- Washington Adventist Boiler Repairs
- Kennedy Center Boiler Repair
- Columbia Plaza Boiler Replacement
- Washington Suburban Sanitary Commission Western Branch Underground Repairs
- Knollwood Army Boiler Repairs
- Washington Suburban Sanitary Commission Western Pipeline
- US Coast Guard Baltimore Replace 5 tubes in boiler 3
- NICC Naval Research Lab Opacity Monitors
- NASA Boiler Work Repairs
- WSSC Western Branch Aqua Pool Skimmer
- Pax River Naval Air Station TC 7 Recertifying (Rerating) 4 Steam Accumulator Tanks at the Steam Catapult
- Central Intelligence Agency Boiler No1 Repair
- The Colonnade Boiler Install
- Patuxent Crossing Apartments copper pipe repairs
- Walter Reed Pipe leak repair in basement
- Washington Navy Yard Boiler tubes
- George Mason University Hylton Hall Boiler Replacement;
- Joint Base Andrews Boiler 3 Retube
- The Guilford boiler leak repair
- George Mason University Boiler No 2 Retube
- The Colonnade Apts Boiler Install
- JBAB Boiler 1 and 2 Retube
- Architect of the Capitol Feed Water Piping



JOSEPH MOTZ – JOBSITE FOREMAN/STEAMFITTER/ WELDER
LOCATED AT 7100 HOLLADAY TYLER RD, GLENN DALE MD 301-779-3400

Current

Certifications/Awards:

Maryland Journeyman License
 Certified ASME Welder
 6010, 7018, #1, #2
 "P" Welding Certification
 30 hours OSHA Certification
 DC Department of Consumer
 & Regulatory Affairs
 Certification for welding on
 boilers and unfired pressure
 vessels

First Aid Certification

CPR Certification

Confined Space Training

Certification

Rigger Certification

Fall Protection

**Department of Navy Letter of
 Recognition**

Affiliations:

Steamfitters Local Union 602

Education:

UA Mechanical Trade School

EMPLOYMENT HISTORY:

Joseph Motz has been with ACI for 30 years, his area of expertise is in mechanical, HVAC, installation and repair projects. Expert in the installation and repairs of Boilers, Chilled Water Piping Systems, Chillers, Fuel Oil Systems, Gas Piping Systems, Heat Exchangers, Heating Hot Water Systems, Infrared Heating Systems with vast knowledge of Steam Piping Systems, and Underground Piping Systems. Vast experience in Construction/ Renovation Projects Construction equipment, materials, methods, procedures, Interprets plans and specifications and supervises subcontractors. He has good knowledge of safety hazards and OSHA requirements.

PROJECTS

- St Johns College Chiller Install
- Greenwood Elementary School HVAC Replacement
- Joint Base Bldg 47 Chiller Install
- JBAB DIA Generator Piping
- Newport West Chiller Install
- Joint Base Anacostia-Bolling Child Development Ctr Boiler install
- Smithsonian National Zoo Underground Pipe Project
- Joint Base Anacostia-Bolling Bldg 94 Chiller Install
- Joint Base Anacostia-Boll Bldg 18 Water Softener/Boiler Install
- Margaret Brent Middle School Chiller Installation
- Joint Base Anacostia-Bolling HTHW Generators
- Boeing CCW-PH9 ADF-East Underground Pipe System
- The Naval Air Station Patuxent River HVAC Upgrades
- Washington Harbour Installed 6 boilers, 5 cooling towers, HWH including piping all new equipment into existing system
- Naval Research Laboratory Rental boiler
- Bolling AFB Bldg 18 Chillers and triple duty valves
- Prince Georges Central Admin Building Hot Water Replacement
- Sunrise Severna Park Boiler Replacements
- National Rehabilitation Hospital Cooling Tower Replacement
- George Mason University Replacement of HTHW Generator, gas/oil burner & gas economizer including modernization of existing boiler burner mgmt systems on the other three boilers
- Centreville Middle School Boiler & condensate feed water tank repiped steam condensate feed water lines
- The Naval Air Station on Patuxent River (NAVFAC) replaced the Steam Generation System for TC-7 Catapult at PAX River NAS
- Anne Arundel Community College Chiller Replacement



JONAS SPANGLER – SUPERINTENDENT /SAFETY OFFICER

7710 HOLLADAY TYLER RD, SUITE 233, GLENN DALE MD 20769 301-779-3400

Certification/Licenses:

Maryland Journeyman Plumber
WSSC Plumbing License
WSSC Certified Backflow
Certification
3D Driver Training Trainer
10hr OSHA Certification
Certified in First Aid
Certified in CPR
Confined Space Training
Member of ACI's Safety
Committee

Affiliations:

Plumbers Local Union 5

Education:

UA Mechanical Trade School
MCA/NECA
Project Management

MECHANICAL/PLUMBING SUPERINTENDENT/ SAFETY MANAGER

Jonas Spangler has 15 years' experience at ACI and in the industry for commercial and industrial plumbing construction and service. Mr. Spangler supervises, coordinates and schedules manpower. As the Safety Officer, he is responsible for all aspects of job safety to include ACI's Safety Programs and Quality Control Programs. Experienced in managing construction projects from field supervision to project management.

He is experienced in all aspects of HVAC mechanical installation and repairs, plumbing replacement, installation and repair projects.

He will be dedicated to this project 20% of the time, or more as required.

AMERICAN COMBUSTION INDUSTRIES, INC. 2006 - Present

PROJECTS

- Howard University Boiler installations
- Howard University Sun Medical Temporary Boiler installations
- JBAB Sewage Pump Station Upgrades
- Washington Suburban Sanitary Commission Grease Interceptor
- Quantico Pool House HVAC Repairs
- National Press Building Air Handler Unit 2 install
- Crystal City Marriot Hotel AHU Install
- 725 L'Enfant Plaza Air Handler Unit Install
- Virginia Hospital air handler unit install
- JW Marriott Hotel air handler unit 4 replacement
- Coolidge Senior High School; Chillers, Cooling Tower,
- St. John's College System Replacement of dual-fuel boilers, hot water heating; underground piping
- Architect of the Capital Chiller Piping Installation
- The Statesman Boiler installation
- State Highway;_Install boilers, roof top chiller, AHUs. Installed new heating, hot water piping system



RICKY KUHN – STEAMFITTER/ WELDER

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

Education:

UA Mechanical Trade School

Affiliations:

Steamfitters Local Union 602

**Professional Qualifications/
Certifications:**

Daikin VRV Install &
Commissioning
Mitsubishi VRV Install &
Commissioning
“P” Welding Certification
ASME (Welding Certificate)
Penetration Examiners
Certification Penetration
Examiners Certification
ASME MIG Certificate
30 Hour OSHA Certification
Liquid Penetration Examiner
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

EMPLOYMENT HISTORY:

Ricky Kuhn brings over 10 years' experience in the construction, and industry for commercial and industrial plumbing construction and service. He has a vast knowledge and HVAC service experience specializing in HVAC mechanical installation and repairs of Boilers, Chilled Water Piping Systems, Chillers, Fuel Oil Systems, Gas Piping Systems, Heat Exchangers, Heating Hot Water Systems, Infrared Heating Systems and repairs Perma-Pipe installations.

**AMERICAN COMBUSTION INDUSTRIES, INC.
JOBSITE FOREMAN**

- Howard University Temporary Boiler; \$1,350,000
- Howard University Chemistry Bldg M S; \$159,103
- Howard University Blackburn Replace Expansion Tanks and Air Separator; \$55,241
- Knollwood Army Water Heater Replacement - \$106,954.00
- Howard University Various AHU Coils; \$145,000
- Howard Univ Blackburn Expansion Tanks/ Air Separator; \$55,241
- Dorothy Height Elem School HVAC Upgrade; \$513,000
- Howard University Plant Electric upgrade; \$457,570
- Howard University Multiple Service Calls
- Howard University - Main Plant Temp Header: \$590,000
- Howard Univ SC 6 SCUs; \$474,000
- Howard University Add Condensate Systems; \$255,047
- Howard University May Tunnel Repairs; \$440,000
- Howard University Condensate Piping; \$6,379,614
- Howard University Additional Condensate; \$324,000
- Howard Fine Arts Replace Water Heaters; \$182,305
- Howard University Hospital Boiler Install; \$300,000
- Malcolm X Elementary School HVAC Upgrade; \$1,217,000
- Howard University Dormitory Boiler Rental; \$1,369,378
- Capitol Hill Logan School Daikin; \$2,700,000
- Department of Commerce Building Heating Systems; \$150,732



DARYL HAMMER – INSTALLATION TECHNICIAN

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

Education:

UA Mechanical Trade School

Affiliations:

Steamfitters Local Union 602

Professional Qualifications/ Certifications:

Daikin VRV Install &
Commissioning
Mitsubishi VRV Install &
Commissioning
"P" Welding Certification
ASME (Welding Certificate)
Penetration Examiners
Certification Penetration
Examiners Certification
ASME MIG Certificate
30 Hour OSHA Certification
Liquid Penetration Examiner
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

EMPLOYMENT HISTORY:

Daryl Hammer brings over 6 years' experience in the construction, and industry for commercial and industrial plumbing construction and service. He has a vast knowledge and HVAC service experience specializing in HVAC mechanical installation and repairs of Boilers, Chilled Water Piping Systems, Chillers, Fuel Oil Systems, Gas Piping Systems, Heat Exchangers, Heating Hot Water Systems, Infrared Heating Systems and repairs Perma-Pipe installations. He has extensive experience in occupied universities, schools, and central plants for projects with a fixed time schedule.

AMERICAN COMBUSTION INDUSTRIES, INC. JOBSITE FOREMAN

- Walter Reed Overhaul Boilers; \$5,115,215
- Fountains at Washington House AHU; \$53,000
- Federal Reserve Cooling Tower; \$372,000
- National Press Central Plant Upgrade; \$1,900,000
- Quantico Hot Water Tank; \$423,000
- Montgomery College Cooling Tower; \$744,000
- Capitol Hill Logan School Rooftop/Daikin; \$2,780,000
- 725 L'Enfant Plaza AHU Controls; \$108,000
- Prince Georges County Courthouse Chiller, Boiler, HVAC Replacement; \$4,368,000
- Lundeberg MD Seamanship Boiler Replacement; \$304,759
- Howard University Multiple Service Calls
- Carderock Condensate Tank and Pumps; \$250,000
- Howard University Temporary Boiler; \$1,350,000
- Quantico Paint Booth; HVAC upgrade; \$642,000
- Mitre Boiler Replacement; \$648,691
- Central Intelligence Agency Boiler 4 Replacement; \$1,692,000
- National of Health Boiler 4 & 5 Tube/Repair; \$1,500,000
- Washington Navy Yard Boiler Retube; \$563,000
- Central Intelligence Agency Boiler Replacement; \$1,1910,000



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.
JOBSITE FOREMAN

PROJECTS

- National Press Central Plant Upgrade: \$1,900,000
- Walter Reed Blowdown Pipe; \$715,000
- 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

COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON
11-30-2024

NUMBER
2705185128

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS GFC HVA PLB



AMERICAN COMBUSTION INDUSTRIES OF DELAWARE
INC

7100 HOLLADAY TYLER RD STE 233
GLENN DALE, MD 20769



Demetrios J. Mella
Demetrios J. Mella, Director

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

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (02/2017)

(DETACH HERE)



COMMONWEALTH of VIRGINIA
Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS GFC HVA PLB

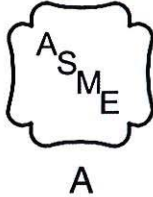
NUMBER: 2705185128 EXPIRES: 11-30-2024

AMERICAN COMBUSTION INDUSTRIES OF DELAWARE INC
7100 HOLLADAY TYLER RD STE 233
GLENN DALE, MD 20769



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

DPOR-PC (02/2017)



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**

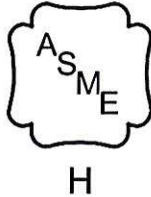
CERTIFICATE NUMBER: **20165**

Board Chair, Conformity Assessment

Managing Director, Conformity Assessment

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:

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

AUTHORIZED: **March 8, 2021**

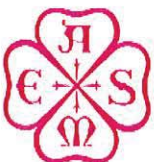
EXPIRES: **March 8, 2024**

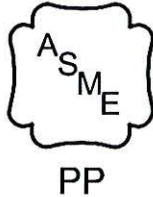
CERTIFICATE NUMBER: **31704**

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 Chang'.

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

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. 0000095

MR. DAVID MURPHY

is hereby authorized to do WELDING on BOILERS and
UNFIRED PRESSURE VESSELS for
AMERICAN COMBUSTION INDUSTRIES, INC.

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

06/03/2024

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. 0000095

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

06/03/2024

Expires

Director:
Ernest Chrappah

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. 0000042

MR. GERALD OLIVER

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.

06/03/2024

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. 0000042

This is to CERTIFY that **MR. GERALD OLIVER** 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

06/03/2024

Expires

Director:
Ernest Chrappah

Government of the District of Columbia



Department of Buildings
Inspections and Compliance Administration

Boiler Section
This is to certify that

Card No. 0000207

RANDY FARRELL

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

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

10/03/2024

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 DOB.

**THIS CARD IS NOT
TRANSFERRABLE.**

**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 Buildings
Inspection and Compliance Administration
Boiler Section

Card No. 0000207

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

10/03/2024

Expires

Director:
Ernest Chrappah

Government of the District of Columbia



Department of Buildings
Inspections and Compliance Administration

Boiler Section
This is to certify that

Card No. 0000209

DARYL HAMMER

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

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

10/03/2024

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 DOB.

**THIS CARD IS NOT
TRANSFERRABLE.**

**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 Buildings
Inspection and Compliance Administration
Boiler Section

Card No. 0000209

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

10/03/2024

Expires

Director:
Ernest Chrappah

C. REFERENCES

University of MD Baltimore Campus John Zahor jzahor@umbc.edu 410-925-1056 Various repairs, maintenance and upgrades at the campus. ACI was awarded a contract to provide quoted and T&M services as requested by University. UMBC has a high Temp Hot Water Heating system same as George Mason. ACI has performed piping replacements, heat exchanger change outs, HVAC, and Plumbing. We have had the blanket contract for the last 1-1/2 years.

George Mason University Rodemil Billones rbillone@gmu.edu 703-993-2535 Various repairs, and upgrades. ACI has had a POM contract for the previous 5+1 years. ACI was awarded the new PM and Services contract this year for the next year with 4 option years. ACI performs Pm plus piping replacements, boiler repairs & replacements, water pump boosters, HVAC and Plumbing. ACI services all of the GMU campuses.

American University – Mark Freeman – markf@american.edu ACI received a new PM service contract on the campus boiler plants. ACI also has performed underground piping repairs, plumbing, and HVAC. ACI has been a loyal AMU contractor for the past 35 years.

Howard University Robert Hemsley robert.hemsley@thompsonfacilities.com ACI has provided weekly boiler maintenance at multiple plants since 2018. ACI has had 5 – 1000hp HP steam rentals boilers and feedwater system including PM contract for the past three years. ACI also has performed numerous projects on the university from tunnel piping replacement, equipment replacements, HVAC service and replacements, etc.

Mary Washington College Patricia Cangiglia Canigliapcancigl@umw.edu ACI has recently been awarded a PM and Services contract with Mary Washington College that will begin next month. ACI's had this contract many years and lost the contract for the past several years. Work included boiler tuning and repairs, piping repairs and replacements on existing campus systems.

ACI current has over 300 Service contracts with Universities, Schools, Hospitals, Government buildings, Hotels, Apartment & Condos, and industry. If you would like a full listing please let us know.

4. **METHODOLOGY** During the project turnover meeting, 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 project 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 being met.
- Take responsibility for quality control of all subs and notify project team of any quality control problems.

7100 Holladay Tyler Rd, Suite 233 ■ Glenn Dale, Maryland 20769

Washington: (301) 779-3400 ■ Baltimore: (410) 792-0895 ■ Fax: (301) 779-0425 ■ www.aciindustries.com

- 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.

A. PROJECT APPROACH - Upon award of any project, ACI will initiate a preconstruction meeting. In this meeting, we will review the schedule of activities and deliveries for the project. The project schedule will be adjusted as needed to accommodate any conflicts. All anticipated tasks associated with the work will be coordinated with subcontractors. This schedule will be reviewed in the progress meetings, which would be attended by GMU representatives and major subcontractors.

Anytime a project is undertaken in an occupied building, communication and coordination are the most important tools for customer satisfaction. ACI will coordinate with GMU personnel the areas to be worked in and will determine an agreed upon time for activities. Any service outage or other disturbance to personnel and students will be identified in our pre construction and progress meetings. All activities will be expeditiously coordinated and synchronized with your scheduling requirements.

ACI's organizational structure is composed of several divisions working seamlessly as one cohesive team. The company has open lines of communication between departments all based in one office. As a project passes through the company from Sales to Estimating to Project Management to the Field, each team member, works together to bring it to completion. ACI has successfully completed many projects from simple replacements to very complex multi-phase capital and systemic projects utilizing the current company structure. ACI has formed a professional team with the ability and experience to meet the objectives and the ability to safely meet the deadlines of the most demanding customers and the most complex projects.

B. HOW AND WHEN PROJECT WILL BE PERFORMED Upon initial request of pricing from GMU ACI would set up a site visit to review the project. From there an estimate shall be generated as we already provide for the other contracts with GMU, and UMBC, WSSC as required. Back up paper work on the labor, materials, sub-contractors, etc shall be provided. Upon notice of award of any project, ACI will initiate a preconstruction meeting. In this meeting, we will review the schedule of activities and deliveries for the project. The project schedule will be adjusted as needed to accommodate any conflicts. All anticipated tasks associated with the work will be coordinated with subcontractors. This schedule will be reviewed in the progress meetings, which would be attended by GMU representatives and major subcontractors.

Anytime a project is undertaken in an occupied building, communication and coordination are the most important tools for customer satisfaction. ACI will coordinate with GMU personnel the areas to be worked in and will determine an agreed upon time for activities. Any service outage or other disturbance to personnel and students will be identified in our pre construction and progress meetings. All activities will be expeditiously coordinated and synchronized with your scheduling requirements.

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Most of our jobs are self performed by ACI's well trained, highly skilled work force composed of union steamfitters, plumbers, technicians and equipment operators. ACI specializes in service and retrofit work and has extensive experience working in and around central plants such as university and school facilities, hospitals, government facilities and military installations for systematic and capital projects.

ACI staffs a quality control manager, and an outside safety officer to further ensure quality assurance on each and every project. The Safety Committee is actively involved in the day to day safety awareness and compliance at ACI. They ensure that every employee has the proper 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.

ACI Safety Committee has brought in an outside safety consultant - **Lancaster Safety** Consulting, Inc. Their representative is involved in all aspects of the program. This gives ACI an edge to Safety in the workplace by having another point of view and perspective from a Safety Professional. A representative from **Lancaster Safety** Consulting, Inc. provides job site inspections. The Jobsite foreman is given a copy of the safety reports which 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.

It is our goal to ensure that everyone involved has a full understanding of the requirements and the project timeline to minimize unnecessary delays and encourage problem solving before issues have an opportunity to present themselves. As new questions and opportunities surface, ACI will promptly communicate with all parties to resolve and provide solutions.

Attachment C**PRICE SCHEDULE SAMPLE TO USE**

The contractor agrees to provide the required Welding and Insulation Services at the following rates. Manufacturers-approved parts and materials for all services shall be at Contractor's actual paid invoiced costs. Any Bidder who enters labor hourly rates, which are less than the current federal minimum wage, shall be considered non-responsive. Any Bidder who enters overtime hourly rates, which are less than the regular time rate wages, shall be considered non-responsive.

LABOR HOURLY RATES

<u>DESCRIPTION</u>	<u>RATE/HOUR</u>
REGULAR TIME WELDER	\$164.00
REGULAR TIME HELPER	\$98.00
REGULAR TIME INSULATOR	\$141.00
REGULAR TIME HELPER	\$102.00
REGULAR TIME LABORER	\$98.00
REGULAR TIME OPERATOR	\$154.00
OVERHEAD WELDER	\$226.00
OVERHEAD HELPER	\$127.00
OVERHEAD INSULATOR	\$176.00
OVERHEAD HELPER	\$119.00
OVERHEAD LABORER	\$127.00
OVERHEAD OPERATOR	\$212.00

<u>MARKUPS FOR ACQUIRING PROJECT MATERIALS AND EQUIPMENT @</u> <u>PROJECT TOTAL OF \$0.00 TO \$5,000.00</u>	
MATERIAL	20%
EQUIPMENT RENTAL	15%
SUBCONTRACTOR	15%
<u>MARKUPS FOR ACQUIRING PROJECT MATERIALS AND EQUIPMENT @</u> <u>PROJECT TOTAL OF \$5,000.00 TO \$20,000.00</u>	
MATERIAL	20%
EQUIPMENT RENTAL	20%
SUBCONTRACTOR	15%
<u>MARKUPS FOR ACQUIRING PROJECT MATERIALS AND EQUIPMENT @</u> <u>PROJECT TOTAL OF \$20,000.00 TO \$50,000.00</u>	
MATERIAL	20%
EQUIPMENT RENTAL	15%
SUBCONTRACTOR	15%
<u>MARKUPS FOR ACQUIRING PROJECT MATERIALS AND EQUIPMENT @</u> <u>PROJECT TOTAL OF \$50,000.00 TO \$100,000.00</u>	
MATERIAL	20%
EQUIPMENT RENTAL	15%
SUBCONTRACTOR	15%
<u>MARKUPS FOR ACQUIRING PROJECT MATERIALS AND EQUIPMENT @</u> <u>PROJECT TOTAL OF \$100,000 AND GREATER</u>	
MATERIAL	20%
EQUIPMENT RENTAL	15%
SUBCONTRACTOR	15%

BIDDERS DO NOT FILL IN THESE BLANKS					
DESCRIPTION SERVICE	HOURS OF		HOURLY RATE		TOTAL
REGULAR TIME WELDER	78	X		=	
REGULAR TIME HELPER	78	X		=	
REGULAR TIME INSULATOR	78	X		=	
REGULAR TIME HELPER	78	X		=	
OVERTIME WELDER	12	X		=	
OVERTIME HELPER	12	X		=	
OVERTIME INSULATOR	12	X		=	
OVERTIME HELPER	12	X		=	
MATERIALS PAID INVOICE COST \$2,000		X		=	
EQUIPMENT RENTAL INVOICE COST \$1,000		X		=	
SUBCONTRACTOR SERVICES/COST \$2,000		X		=	
TOTAL BID PRICE					

6. MISCELLANEOUS

A. **LITIGATION** N/A

B. **INVESTIGATION FROM STATE OR LOCAL AGENCY** N/A

C. **LAWSUITS** N/A

D. **NAME CHANGE** - In August 2022, as part of a recapitalization, American Combustion Industries, Inc., a newly-formed Delaware corporation, acquired substantially all of the assets of American Combustion Industries, Inc., a Maryland corporation ("ACI") (EIN: 521395824) and thereby became the successor in interest to ACI's business and operations, which business and operations have continued unchanged.