



Purchasing Department  
4400 University Drive, MS 3C1, Fairfax, VA 22030  
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

**STANDARD CONTRACT  
GMU-CM0726-24-04**

This Contract entered on this 2nd day of February, 2025 (Effective Date) by Lighting Maintenance Inc. hereinafter called "Contractor" (located at 7462 Railroad Ave. Harmans, MD 21077) 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 SOW 1 Electrical Repair Services (including "As-Needed" Repairs and Emergency Repair/Installation Services) for the Facilities Department of George Mason University as set forth in the Contract documents.  
During the term of this Contract, Contractor may issue Statements of Work ("SOW") to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW's must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.
- III. PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options.
- IV. PRICE SCHEDULE:** See attached Pricing Sheet. 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. Contractor shall submit invoices directly to [acctpay@gmu.edu](mailto:acctpay@gmu.edu) with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, [acctpay@gmu.edu](mailto: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. Pricing (attached);
  - C. Negotiation Responses dated 11-21-24 (attached);
  - D. RFP No. GMU-CM0726-24, in its entirety (attached);
  - E. Contractor's proposal dated 9-17-24 (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: Background Checks. Prior to any of Contractors employees, agents, or subcontractors (collectively "Personnel") performing services on any Mason campus, Contractor shall, at its sole expense, obtain comprehensive background checks on all Personnel. Such background checks shall include, at minimum: a review of the Personnel's records to include social security number search, local and federal criminal records (any misdemeanor convictions and/or felony convictions), the Sex Offender Registry, and the SanctionsBase+ Search or equivalent. In addition, for sensitive financial work or when operating a motor vehicle in the performance of duties for Mason, the background investigation shall include a credit report or motor vehicle check, respectively. Contractor warrants that all such Personnel have successfully passed these background checks and are qualified to perform the contracted services. Contractor shall maintain records of all background checks and make them available to Mason upon request. Mason reserves the right to deny access to its premises to any Personnel based on the results of these background checks or for any other reason at Mason's sole discretion. Contractor shall immediately remove any Personnel from Mason's premises upon Mason's request. 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 Contractor must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The Contractor 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 their decision to the Contractor within 60 days after receipt of the claim.
  4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
    - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
    - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and

- c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
  3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **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](mailto:export@gmu.edu)), and
    - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
  2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: [export@gmu.edu](mailto:export@gmu.edu).
- 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. Contractor understands and acknowledges that Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- 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 one million dollars (\$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 one million dollars (\$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. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. PAYMENT TO SUBCONTRACTORS: 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 non-payment. The Contractor shall collect the appropriate Tax Identification Number (Either SSN# or EIN#) based on the entity type of the subcontractor. The Contractor shall 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 Mason for work performed by the subcontractor under that contract, except for amounts withheld as allowed by prior notification. Unless otherwise provided under the terms of this Contract, interest shall accrue to subcontractors at the rate of one percent per month. The Contractor shall 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Mason. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

GG. 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.

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

II. 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%, whichever is lower.
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%, whichever is lower.

JJ. 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/>."

KK. 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.

LL. 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.

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

NN. 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.

OO. 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/>.

PP. 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.

QQ. 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. Contactor shall reasonably cooperate in the performance of such audits. Contactor 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.

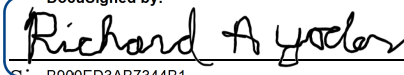
RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contactor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contactor 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, Contactor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contactor might have transferred University Data. Contactor 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 Contactor's facilities to remove and destroy Mason-owned assets and University Data. Contactor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contactor 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. Contactor 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.


SS. 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.

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

**Lighting Maintenance Inc**

DocuSigned by:  
  
Signature  
Richard Yoder  
Name: \_\_\_\_\_  
Title: Director of Government Contracts  
Date: 2/3/2025

**George Mason University**

DocuSigned by:  
  
Signature  
Cliff Shore  
Name: \_\_\_\_\_  
Title: Chief Procurement Officer  
Date: 1/31/2025

**ATTACHMENT B**  
**PRICING SCHEDULE**  
**TO BE COMPLETED BY OFFEROR**

<b><u>Labor and Equipment Rates</u></b>			
<p>Enter hourly rates for labor services used in performing all work which may be required during the period of the contract. Labor rates shall be paid on the basis of <b><u>Time on the Job Site</u></b>. Labor rates shall include all direct and indirect costs such as transportation, G&amp;A, contract supervision, and profit, etc.</p> <p>NOTE: The Contractor shall invoice all materials, equipment rentals or subcontracts, <b>based on the actual cost of the materials, equipment or subcontractors</b>. No additional costs of any kind will be allowed.</p> <p><b>INVOICES WHICH INCLUDE MATERIALS COSTS AND EQUIPMENT RENTAL CHARGES SHALL BE ACCOMPANIED BY SUPPLIERS INVOICES TO SUBSTANTIATE COSTS TO CONTRACTOR.</b></p>			
<b>1. Electrical Repair Services (including “As-Needed” Repairs and Emergency Repair/Installation Services)</b> <b>Labor Rates – Regular time – 8:00AM to 5:00PM, Monday through Friday</b>			
1.	Project Manager – Regular Time	<b>HR</b>	\$ <u>110.00</u>
2.	Foreman – Regular Time	<b>HR</b>	\$ <u>125.00</u>
3.	Master Electrician – Regular Time	<b>HR</b>	\$ <u>125.00</u>
4.	Journeyman – Regular Time	<b>HR</b>	\$ <u>135.00</u>
5.	Apprentice/Helper – Regular Time	<b>HR</b>	\$ <u>115.00</u>
<b>Labor Rate –After Hours - 5:00PM to 8:00AM, Mon. through Fri., Weekends and Holidays</b>			
1.	Project Manager – After Hours	<b>HR</b>	\$ <u>110.00</u>
2.	Foreman – After Hours	<b>HR</b>	\$ <u>125.00</u>
3.	Master Electrician – After Hours	<b>HR</b>	\$ <u>125.00</u>
4.	Journeyman – After Hours	<b>HR</b>	\$ <u>180.00</u>
5.	Apprentice/Helper – After Hours	<b>HR</b>	\$ <u>160.00</u>
<b>Scope of Work #2: Preventative Maintenance (PM) Services on Switchgears (All Campuses)</b> <b>Labor Rates – Regular time – 8:00AM to 5:00PM, Monday through Friday</b>			
1.	Journeyman – Regular Time	<b>HR</b>	\$ <u>N/A</u>
2.	Apprentice/Helper – Regular Time	<b>HR</b>	\$ <u>N/A</u>

Labor Rate –After Hours - 5:00PM to 8:00AM, Mon. through Fri., Weekends and Holidays			
4.	Journeyman – After Hours	HR	\$ N/A
5.	Apprentice/Helper – After Hours	HR	\$ N/A



7462 Railroad Avenue  
Harmans, Maryland 21077  
☎ 877-279-7373  
🌐 [www.LightingMaintenance.com](http://www.LightingMaintenance.com)

November 21, 2024

Christopher Mullins  
Sr. Buyer, Purchasing Department  
George Mason University  
4400 University Drive, MS 3C1  
Fairfax, VA 22030

**SUBJECT: RFP GMU-CM0726-24 Electrical Repair and PM Services on Switchgears, Response to Negotiation Letter**

Please see the answers to the questions in the negotiation letter dated November 18, 2024.

***1. Please provide the name, email address, and phone numbers of the person to be assigned as the point of contact for this contract.***

Bradley Anuszewski, Service Director, [banuszewski@lightingmaintenance.com](mailto:banuszewski@lightingmaintenance.com), (410) 507-0166

***2. Please provide the phone numbers, response times, and the procedures for the 24/7 "Emergency/Urgent" work requests.***

In case of an Emergency/Urgent service request, please call Bradley Anuszewski, Service Director at (410) 507-0166. If there is no answer, please call our main number (877) 279-7373. After hours, our main number is answered by a live person. LMI plans to be on site ready to work within (2) hours of receiving an Emergency/Urgent service request or agreed upon response time per the situation. An additional contact if needed, Vincent Rice, NoVA Operations Manager, (703) 987-3661. A follow up email containing instructions, contacts and details would be appreciated when time permits.

***3. Confirm/clarify offeror agrees that all overtime (OT) Rates apply only with prior approval from GMU?***

Confirmed. LMI will utilize Overtime Rates only after receiving preapproval.

***4. Confirm/clarify offeror agrees that the Holiday Rate will apply only with prior approval from GMU?***

Confirmed. LMI will utilize Holiday Rates only after receiving preapproval.

**George Mason University**  
**RFP GMU-CM0726-24 Electrical Repair and PM Services on Switchgears**  
**Response to Negotiation Letter**

***5. Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution's needs. Can you provide a reduced hourly rate for services?***

We understand that, as an educational institution and entity of the Commonwealth of Virginia, you have specific budgetary and contractual considerations. However, we are unable to offer a reduced hourly rate currently for the following reasons:

Our pricing structure is carefully designed to reflect the costs associated with delivering high-quality services, including the expertise of our team, the resources required, and the standards we maintain. We have already set our rates to ensure that we can provide consistent and reliable service without compromising quality or support.

Additionally, as an established entity, we are bound by our own pricing guidelines, which are structured to ensure the sustainability of our operations and meet the needs of all our clients. Offering a reduced rate would not only affect the value and service we deliver, but it could also disrupt our ability to allocate resources effectively across various partnerships and projects.

Since contractors are required to provide material at cost, if GMU pays the contractors invoice with a PCARD, the contractor is essentially taking a 3% loss on all material sold to GMU. This loss must be made up in the labor rates. There are scenarios with a lopsided material to labor hour ratio task where the loss is unrecoverable.

LMI plans to utilize our Alexandria branch to provide services. Travel to the locations range from (22) minutes to reach the Potomac Science Center to (1) hour and (18) minutes to reach the Front Royal locations, each way. This unbillable time, although understandable, represents a significant financial loss since LMI employees are on the payroll clock and the vehicles are consuming fuel and experiencing wear and tear.

LMI priced our bid with the goal of billing per the requirements of the RFP. No games. No labor hour embellishments. No creative billing such as line item stacking.

The IFB clearly indicated the need for a bucket truck, "outside parking lots lighting (which may require a bucket truck)". Since there is not a line item to invoice for the use of a bucket truck, LMI had to incorporate a bucket trucks charge into the labor rates. Even though we anticipated the bucket truck would be sparsely used, this did contribute to the total of the labor rates. LMI requested a separate line item for bucket trucks during the bidding process to avoid this issue.

LMI would be delighted to provide complete lighting maintenance services for each university location if desired.

In conclusion, we are unable to offer reduced hourly rates at this time. Even at the current rates, we believe our rates are fair given the terms and conditions and we believe GMU would benefit from having LMI as a contractor to rely upon. In turn, LMI would really appreciate an opportunity to provide our services.

Sincerely,

Richard Yoder  
Director of Government Contracts  
Lighting Maintenance Inc.  
301-674-0161  
[ryoder@lightingmaintenance.com](mailto:ryoder@lightingmaintenance.com)





Purchasing Department  
4400 University Drive, MS 3C1, Fairfax, VA 22030  
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

## REQUEST FOR PROPOSALS GMU-CM0726-24

**ISSUE DATE:** August 16, 2024

**TITLE:** Electrical Repair and PM Services

**PRIMARY PROCUREMENT OFFICER:** Christopher Mullins, Sr. Buyer

**SECONDARY PROCUREMENT OFFICER:** James F. Russell, Director

**QUESTIONS/INQUIRIES:** Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on August 28, 2024. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on September 03, 2024.

**PROPOSAL DUE DATE AND TIME:** September 17, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

**IMPORTANT!** All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

**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: \_\_\_\_\_

☐ Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information

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

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- I. PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide electrical repair services on an “as-needed” basis and preventative maintenance (PM) services on an estimated twenty-five (25) switch gears every year to George Mason University, (herein after referred to as “Mason,” or “University”). George Mason University is an educational institution and agency of the Commonwealth of Virginia.

The University reserves the right to award contracts to one or multiple vendors. This Request for Proposal may result in a multiple award contract and vendors are welcome to submit proposals against one, two or both of the Statements of Need listed below. The Statements of Need are listed below and are broken out in detail in Section XI – Statement of Needs:

1. Electrical Repair Services (including “As-Needed” Repairs and Emergency Repair/Installation Services)
2. Preventative Maintenance (PM) Services on Switchgears (All Campuses)

- 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://vascup.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 C 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 as outlined in Attachment C – Sample Contract. Any exceptions to our standard contract and General Terms and Conditions must 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 and agency of the Commonwealth of 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.

Note: The Offeror must include any and all terms and conditions, additional documents, and/or statements of work that could potentially be incorporated into a final contract or apply during the term of a resulting contract. As outlined in Attachment C – Sample Contract, Statements of Work (“SOW”) for specific engagements may only include the work to be performed during scope of the specific engagement. Additional terms and conditions will not be accepted on any SOW submitted during the course of the contract. All SOW’s must be on a form approved by Mason prior to the start of the contract.

For software only: In addition to the above note, the Offeror must submit with their proposal any agreement that Mason would be required to sign with a third party.

- 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](http://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:** The services are contemplated to supplement Mason's Facilities Department Electrical Shop for electrical repair services and preventive maintenance on switchgears.

George Mason University's Facilities Department endeavors to procure the services of a qualified Contractor to provide electrical repair services on an "as-needed" basis and preventative maintenance (PM) services on an estimated twenty-five (25) switch gears every year to George Mason University. Maintenance also includes the need for the Contractor to be able to provide emergency services as well as the ability to provide parts necessary to maintain the equipment at our campuses/facilities; Fairfax, Arlington, Prince William and Front Royal campuses and the Point of View Facility (POV). Electrical Services will be required at these sites:

Locations:

- Fairfax Campus – 4400 University Dr. Fairfax, VA 22030
- Arlington Campus – 3351 Fairfax Dr. Fairfax, VA 22201
- Prince William/Manassas (Science & Technology Campus) – 10900 University Blvd. Manassas, VA 20110
- Point of View (POV) Facility – 7300 Old Spring Dr. Lorton, VA 22079
- Potomac Science Center- 650 Mason Ferry Avenue, Woodbridge VA 22191
- Front Royal (Smithsonian Center for Conservation Campus) – 1500 Remount Rd. Front Royal, VA 22630

Campus Maps and Directions are available here: <https://info.gmu.edu/?gmuw-rd=sm&gmuw-rdm=drm>

**XI. STATEMENT OF NEEDS:**

- A. **General Requirements:** The Contractor shall furnish all necessary labor, supervision, equipment, tools, materials, transportation and incidentals as may be required to perform 1.) Electrical repair services on an "as-needed" basis and 2.) Preventative maintenance (PM) services on an estimated twenty-five (25) switch gears every year to George

Mason University.

**Special Requirements/Contractor Requirements:**

1. The Contractor shall provide sufficient personnel and equipment as necessary to perform work; including any testing equipment, reporting tools, and any/all Personal Protective Equipment (PPE) required for this type of work.
2. The Offeror should have performed/provided electrical services for the previous five (5) years on a continual basis following all NFPA 70 National Electrical Codes and other codes of authorities having jurisdiction.
3. The Offeror should be certified for confined spaces in accordance with rules and regulations of OSHA and shall have an active Class A Electrical and Class A Building Contractor's license issued by the Virginia Department of Professional and Occupational Regulation (DPOR) with appropriate specialties to provide the specified services.
4. The Contractor shall provide experienced, qualified, properly licensed/certified and properly trained personnel to perform the services required. The Contractor must be licensed by the Commonwealth of Virginia State Board of Contractors.
5. The Contractor should obtain all City, County, State approvals/permits necessary to provide service/do work, including but not limited to utility permits, welding (hot work) permits, building permits, etc. and should bear the costs for obtaining these permits and provide copies of these permits to the GMU designated personnel.
6. The Contractor shall provide a cell phone for communications between their personnel on location and Mason's Contract Administrator or designee.
7. Offerors should have a flexible organization and be capable of performing multiple assignments (5 or more) simultaneously for emergency and non-emergency calls.
8. Offerors must have a minimum of five (5) licensed Journeyman Electricians and one (1) Master Electrician. Offerors must provide a complete list of field personnel who will be used to fulfill the terms of this contract: For each individual listed, provide the level of experience with documentation supporting their certification or licensure. Contractors will be required to maintain and provide to the University's Contract Administrator or designee and up-to-date Contractor's employee list throughout the life of the contract.

***Firm should provide its proposed plan to address the general requirements as stated above with emphasis on the mandatory requirements.***

**Note: Firms may offer on SOW #1 or SOW #2 or both. Please clearly notate on your proposal which SOWs you are offering on.**

**SOW #1.- Electrical Repair Services (including "As-Needed" Repairs and Emergency Repair/Installation Services)**

A. Requirements:

1. Contractor shall furnish all labor, tolls, and materials necessary to perform electrical services for all locations on an "as-needed" basis in accordance with the terms and conditions set forth herein.
2. Examples of types of electrical services are as follows, but are not limited to:
  - a. Installing conduit of all type, pulling wire, and installing motor controllers, power and lighting panels, outside parking lots lighting (which may require a bucket truck), lighting devices, motors, receptacles, switches, etc., using all types of wiring devices.
  - b. Installing power sources and pulling necessary cables for computers and related equipment.
  - c. Other minor electrical renovations and construction projects to install, repair, or replace.
  - d. Installing lighting retrofits of all types including LED fixtures, wall packs, and lamps.
  - e. All other electrical services not mentioned above.

3. All other, “as needed” electrical services shall be billed as time (labor hour) and material services. These services may include, but are not limited to the following:
  - a. Adjustments
  - b. Calibrations
  - c. Checks of all applicable parts and components.
  - d. Inspection and Testing
  - e. Diagnosis
  - f. Installation, repairs and replacements of broken/deficient components, parts, materials etc. for items such as:
    - i. Permanent or temporary generators including any necessary site work
    - ii. Switch gear including service entrance switches and other devices located within
    - iii. All new or replace conductors in existing conduit, both high and low voltage
    - iv. Conduit or race way
    - v. Motor starters or controllers
    - vi. Variable Frequency Drives
    - vii. Low voltage controls such as fire alarm, access controls, building automation systems, or other means of data transmission
    - viii. Existing equipment

***Firm should discuss its capabilities to provide the services as described above.***

4. The Contractor shall provide/perform all goods/services in accordance with the following:
  - a. NFPA Standards
  - b. Virginia OSHA Standards
  - c. Virginia Uniform Statewide Building Codes
  - d. National Electric Code (NEC)
  - e. State Fire Prevention Codes
  - f. UL Listings
  - g. Other authorities having jurisdiction as determined by the George Mason Project Manager according to the specific project.
  - h. And all other applicable federal and state laws, regulations and codes.
5. The Contractor should leave each service area in a neat, clean and orderly condition at no additional cost to George Mason. Clean up should include, but not be limited to the proper removal (from GMU property) and disposal of all parts containers, shipping crates, and used parts.
6. The Contractor should not perform work on equipment that, when energized, will have a potential voltage to ground or phase to phase over 500 volts. The Offeror should provide its proposed plan to address the general requirements as stated above with emphasis on the mandatory requirements.
7. Non-emergency unscheduled repair/ installation services and improvements/enhancements: a qualified technician is to be on site at the nature of the problem with forty-eight (48) hours of receiving the work request (via e-mail or telephone from the GMU designated personnel. Offerors shall indicate, on the Pricing Schedule (Attachment B), a contact person’s name and telephone number for normal working hours, 8:00AM to 5:00PM (EST), Monday through Friday.
8. Emergency repair services: a qualified technician is to be on site at the nature of the problem within one (1) hour of receiving the work request (via telephone) from the GMU designated personnel during normal GMU operating hours and two (2) hours outside of normal GMU hours. Offeror’s shall indicate, on the Pricing Schedule (Attachment B), a contact person’s name and telephone number or have a voice mail paging system or answering service. Offerors using a voice mail system or answering service in lieu of a contact person shall be required to initiate a call back to the sender within 15 – 25 minutes.
9. Estimates, when requested, are to be returned within three (3) working days, unless a different time of return is mutually agreed upon by the Buyer, Contract Administrator, and Contractor. Estimates shall be furnished by the Contractor at no charge and are to be considered overhead costs to be included in the pricing provided in Attachment B.
  - a. Estimates must be detailed, outlining contract unit costs, including time and materials and if applicable, any equipment rentals/subcontractors. In addition, estimates must include the contract number at the top of the estimate.



- b. Estimates will cover only quoted work; unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the University. Estimates shall be valid for acceptance by the University for no less than 30 days.

*Firm should discuss its proposed service hours in response to those listed above.*

**SOW #2.- Preventative Maintenance (PM) “as needed” Services on Switchgears (All Campuses):**

1. The Contractor shall provide a proposal for time and material, including any negotiated labor rates as outlined in Attachment B, for “as needed” Preventative Maintenance (PM) services on switchgears, in accordance with manufacturer specific maintenance and testing procedures, and general industry practices, on the switch gear to include performing:
  - a. Initial infrared (IR) testing of the switch gear to include a report identifying discrepancies. The report shall also include recommended repairs for each discrepancy including a price quote for the repairs including labor hours, materials and equipment costs and the approximate lead time for the materials.
  - b. Torque, tighten and clean gear as required to ensure operational readiness of the building’s electrical switch gear.
  - c. Final IR test and written report including an explanation of all actions taken and results of the final IR test.

All switchgear PMs will be scheduled by GMU. George Mason anticipates approximately 25 switch gear PMs per year on the various campuses mentioned herein. Should the Contractor discover required repairs, above and beyond which the preventive maintenance tasks can repair, they will submit requirements and estimated time and material costs associated with the initial testing report. If necessary, additional funding will be issued.

NOTE: This PM work will require the facilities power to be shut-down and the Contractor should plan to be available to perform the work for this task either after hours and on weekends or, on rare occasion, during normal working hours when the University’s students are not present: such as during spring, summer and winter breaks. Please provide both regular hourly rates and evening/weekend hourly rates Attachment B.

*Firm should discuss its capabilities to provide the services as described above.*

**XII. PRICES AND PRICE ADJUSTMENT - OFFEROR IS REQUIRED TO COMPLETE ATTACHMENT B – PRICING AND INCORPORATE THE REQUIREMENTS BELOW:**

1. All prices shall be F.O.B Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
2. Labor rates will be paid on the basis of productive time at the site. Regular working hours are 8:00AM through 5:00PM (EST), Monday through Friday. Overtime hours are defined as Monday through Friday, 5:00PM through 8:00AM (EST), weekends and holidays. The rate of overtime is compensated at one and one-half times the regular rate. George Mason’s Holiday Schedule is available here:  
[http://hr.gmu.edu/benefits/leave/holiday\\_schedule.php?\\_ga=1.4465779.1907490890.1430502615](http://hr.gmu.edu/benefits/leave/holiday_schedule.php?_ga=1.4465779.1907490890.1430502615)
3. The Contractor may be required to provide materials, rental equipment, and/or subcontractors to fulfill the requirements of this contract. If the contractor provides materials, rental equipment and/or subcontractors, the compensation will be based on the actual cost of the materials, equipment or subcontractors. The Contractor shall invoice all materials, equipment rentals, or subcontracts, based on the actual cost of the materials, equipment or subcontractors and must provide suppliers invoices and receipts to substantiate costs to the University.
4. The Contractor shall not accept work which will require the use of a subcontractor without obtaining the approval of the Buyer and the Contract Administrator and agreement to the payment terms for the subcontractor’s services. If specialized equipment or materials are required the rental or material costs must include any operator, driver, user fees. No additional costs of any kind will be allowed.
5. The Contractor shall make every attempt to obtain the lowest price for materials, rentals, equipment, etc. Invoices which include materials costs and equipment rental charges shall be accompanied by copies of suppliers’ invoices and/or receipts to substantiate costs to the contractor. If a subcontractor is approved by the University and used, the contractor shall submit the actual cost of the subcontractor with the contractor’s invoice.

6. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Buyer. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the University's Buyer. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via County Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The University's Buyer may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

### **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 2.d. below for details on how to submit a redacted proposal). 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.

An Offeror may not request any of the following be proprietary and/or confidential in their proposal:

- a. Pricing or any calculation used to determine pricing;
- b. A notation or footer on the bottom of every page with "proprietary and confidential;"
- c. Entire contents of company history or executive summary;
- d. A case study, social media post, or billboard already available to the public;
- e. Name of company or firm listed as a reference;
- f. Any resulting Statement of Work (SOW), Order Form, or Invoice.

**ELECTRONIC PROPOSAL SUBMISSION:** **ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only accept electronic proposal submissions via Bonfire for this Request for Proposals.**

**The following shall apply:**

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
- b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire 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 Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
- c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
- d. Respondents should contact Bonfire at [support@gobonfire.com](mailto:support@gobonfire.com) for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.
- g. Go to Mason's Bonfire Portal for all updates and schedule changes. <https://gm.bonfirehub.com>
- h. All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP notifications has submitted the Offerors proposal in Bonfire.

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. A statement simply noting "trade secret" is not a sufficient reason for redaction. 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. Exceptions (if any) to Mason's two-party contract, Attachment C.
  - d. Any SOW or supplemental document Mason may be required to sign. See section IV. Final Contract
  - e. State your payment preference as required in Bonfire. (See section XVI.)
2. **Executive Summary:** Submit an executive summary at the beginning of the proposal response not to 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.  
  
 Rates must include travel-related expenses if Offeror is traveling within a 50-mile radius of Mason's Fairfax campus. If Offeror is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be reimbursed in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.
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:

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

5. Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSB at the proposal due date & time.

10

Total Points Available:

100

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

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

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

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

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

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

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

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

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. To sign up for electronic payments, please contact the Paymode-X Enrollment Team at 1-800-331-0974 or email [enrollment@paymode-x.com](mailto:enrollment@paymode-x.com). The enrollment team can assist you with any questions about the enrollment process and setting up the membership.

**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 they have fully complied with the Virginia Conflict of Interest Act; furthermore certifying that they are 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 in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted 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)**: Go to Mason's Bonfire Portal for all updates and schedule changes.  
<https://gmu.bonfirehub.com>



**ATTACHMENT A**  
**SMALL BUSINESS SUBCONTRACTING PLAN**  
**TO BE COMPLETED BY OFFEROR**

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

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

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

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

**Subcontract #4**

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

**Subcontract #5**

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

**ATTACHMENT B**  
**PRICING SCHEDULE**  
**TO BE COMPLETED BY OFFEROR**

<b><u>Labor and Equipment Rates</u></b>			
<p>Enter hourly rates for labor services used in performing all work which may be required during the period of the contract. Labor rates shall be paid on the basis of <b><u>Time on the Job Site</u></b>. Labor rates shall include all direct and indirect costs such as transportation, G&amp;A, contract supervision, and profit, etc.</p> <p>NOTE: The Contractor shall invoice all materials, equipment rentals or subcontracts, <b>based on the actual cost of the materials, equipment or subcontractors</b>. No additional costs of any kind will be allowed.</p> <p><b>INVOICES WHICH INCLUDE MATERIALS COSTS AND EQUIPMENT RENTAL CHARGES SHALL BE ACCOMPANIED BY SUPPLIERS INVOICES TO SUBSTANTIATE COSTS TO CONTRACTOR.</b></p>			
<b>1. Electrical Repair Services (including "As-Needed" Repairs and Emergency Repair/Installation Services)</b>			
<b>Labor Rates – Regular time – 8:00AM to 5:00PM, Monday through Friday</b>			
1.	Project Manager – Regular Time	<b>HR</b>	\$ _____
2.	Foreman – Regular Time	<b>HR</b>	\$ _____
3.	Master Electrician – Regular Time	<b>HR</b>	\$ _____
4.	Journeyman – Regular Time	<b>HR</b>	\$ _____
5.	Apprentice/Helper – Regular Time	<b>HR</b>	\$ _____
<b>Labor Rate –After Hours - 5:00PM to 8:00AM, Mon. through Fri., Weekends and Holidays</b>			
1.	Project Manager – After Hours	<b>HR</b>	\$ _____
2.	Foreman – After Hours	<b>HR</b>	\$ _____
3.	Master Electrician – After Hours	<b>HR</b>	\$ _____
4.	Journeyman – After Hours	<b>HR</b>	\$ _____
5.	Apprentice/Helper – After Hours	<b>HR</b>	\$ _____
<b>Scope of Work #2: Preventative Maintenance (PM) Services on Switchgears (All Campuses)</b>			
<b>Labor Rates – Regular time – 8:00AM to 5:00PM, Monday through Friday</b>			
1.	Journeyman – Regular Time	<b>HR</b>	\$ _____
2.	Apprentice/Helper – Regular Time	<b>HR</b>	\$ _____

Labor Rate –After Hours - 5:00PM to 8:00AM, Mon. through Fri., Weekends and Holidays			
4.	Journeyman – After Hours	HR	\$ _____
5.	Apprentice/Helper – After Hours	HR	\$ _____



Purchasing Department  
4400 University Drive, MS 3C1, Fairfax, VA 22030  
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

## ATTACHMENT C – SAMPLE CONTRACT

**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 \_\_\_\_\_, 2024 (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.

During the term of this Contract, Contractor may issue Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

**III. PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)

**IV. PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

*Negotiated price schedule will be inserted here.*

**V. CONTRACT ADMINISTRATION:** \_\_\_\_\_ 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 selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to [acctpay@gmu.edu](mailto:acctpay@gmu.edu) and copy the Contract Administrator. Invoices must reference a Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 (*or as selected in Payment Terms / Method of Payment*), after receipt of invoice in the accounts payable email inbox.

**VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**

- A. This signed form;
- B. Negotiation Response(s) dated XXXXX (attached);
- C. RFP No. GMU-XXXX-XX, in its entirety (attached);
- D. Contractor’s proposal dated XXXXXX (attached);
- E. Contractor’s Statement of Work template (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 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. 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 Contractor must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The Contractor 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 their decision to the Contractor within 60 days after receipt of the claim.
  4. The Contractor 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. **EXPORT CONTROL:**
  1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
    - a. notify Mason (by sending an email to [export@gmu.edu](mailto:export@gmu.edu)), and
    - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
  2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: [export@gmu.edu](mailto:export@gmu.edu).
- 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 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.
- 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.
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.
- 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. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. 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.
- GG. 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.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "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%, whichever is lower.

2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “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%, whichever is lower.
- JJ. 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/>.”
- KK. 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.
- LL. 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.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- NN. 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.
- OO. 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/>.
- PP. 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.

QQ. 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.

RR. 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.

- SS. 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.
- TT. 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: \_\_\_\_\_



# **LIGHTING MAINTENANCE INCORPORATED**

**Offers to:**



**GEORGE MASON  
UNIVERSITY®**

**Electrical Repair and PM Services  
RFP Number: #GMU-CM0726-24**

**Purchasing Department**

4400 University Drive  
MS 3C1, Fairfax, VA 22030

Due on: September 17, 2024 at 2:00 P.M. EST

George Mason University  
Electrical Repair and PM Services  
RFP Number: #GMU-CM0726-24

**LIGHTING  
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INCORPORATED  
7462 Railroad Avenue  
Harmans, MD 21077

## Technical Proposal

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## **Proposal Opening**

Lighting Maintenance Inc. (LMI) is pleased to offer the following response to George Mason University for the RFP number GMU-CM0726-24, titled Electrical Repair and PM Services. LMI is providing this response for the scope of work, "1. Electrical Repair Services (including "As-Needed" Repairs and Emergency Repair/Installation Services)".

## **Executive Summary**

As you will see in the following pages, LMI has the personnel, equipment and experience to provide services at a level of quality the University has not been provided to date. LMI is a licensed electrical contractor with several Master Electricians on staff and multiple Journeyman Electricians in the field to handle all your general electrical needs as well as our secondary specialty which is maintenance and installation of indoor lighting, parking lot lighting, and athletic field lighting.

Our staff includes Master and Journeyman electricians, CAD designers, Lighting Technicians, IMSA Level I, II, and III Traffic Signal Technicians, IMSA Roadway Lighting Technicians, Linemen, Apprentices, Helpers, and Equipment Operators.

Electrical repairs and installations are at the core of every type of work we perform. Our knowledgeable, experienced and licensed staff is trained in troubleshooting techniques including the use of modern equipment and tools, making repairs using the proper materials, and performing new installations, quickly, accurately, and per the National Electrical Code, (NEC).

Electrical equipment has a useful life expectancy, and after that point has been reached, it is time to upgrade or replace for reliability and safety. We can install your complete indoor or outdoor service including CT Cabinets, disconnects, contactors, panels and control circuits. We have electrical and structural engineers that we consult regularly and all of our services are designed to be maintenance friendly saving customers money.

We employ many licensed journeyman and master electricians in Maryland, Virginia, and Washington D.C. All of whom are capable of repairing, maintaining, and installing all types of electrical equipment including but not limited to panel boards, breakers, disconnect switches, fuses, contactors, exit lights, emergency light packs, receptacles, air compressors, lights, fans, motors, smoke detectors, signs, and heaters.

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LMI offers high quality services that are not necessarily the lowest price the University will be offered. We are not in the business of providing the lowest price. We are in the business of providing the quality of service that is needed and expected at a fair market value. LMI has worked with all power companied to provide incentives and rebates to customers through multiple energy saving programs.

Qualifications and Experience

LMI has an unblemished reputation throughout the industry for following through with commitments even if the end result is not financially favorable. LMI has created an internal culture of “can do” in our personnel from top to bottom and in (33) years have built a positive reputation with commercial, general contractors and all levels of government through hard work and dedication. This reputation has rewarded LMI with favorable capacities in both financial and bonding institutions allowing LMI to obtain large scale project and nurture growth.

Lighting Maintenance Inc. currently holds over (30) general electrical services term contracts for various clientele including states, counties, cities, public school systems, and universities. The services we provide include repair, maintenance, upgrades and installation of electrical equipment, indoor lighting, sports lighting and parking lot lighting.

LMI has successfully completed “Electrical Services” term contract services for the following:

Maryland DOT SHA Loudoun County Arlington Public Schools Department of Motor Vehicles City of Bowie Old Dominion University Maryland DOT SHA Virginia State University Baltimore County Public Schools City of Suffolk Virginia Commonwealth University Frederick County Prince George's County Montgomery College City of Chesapeake Metropolitan Washington Airports Authority Fauquier County	Prince George County Montgomery County Public Schools Virginia's Community Colleges Hanover County Virginia Department of Transportation City of Manassas Prince William Public Schools Arlington County Alexandria City Public Schools City of Hampton, Virginia Anne Arundel County Christopher Newport University City of Gaithersburg Virginia Commonwealth University Calvert County City of Falls Church Stafford County
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**Equipment:** LMI has the following vehicles available at our Alexandria office. LMI is well equipped to service all your electrical needs. Our fleet includes vans, pickup trucks, bucket trucks over 100', digger derricks, dump trucks, excavators, skid steers, directional drill, pneumatic missile for installing short spans of conduit up to 2" diameter, trenchers, cable locating equipment, scissor lifts, and single man lifts. Our fleet continues to grow and evolve so LMI can continue to successfully perform all types of work.

Name	Year	Make	Model	Type
178 DT	2011	Ford	F-550 Super Duty	Dump Truck
211 EX	2007	Yanmar	VIO35-5B	Mini Ex
294 AC	2006	Doosan	P185	Air Compressor
322 TMA	2017	Ford	F650	TMA
327 BT	2017	Western Star	Conventional 4700SB	Bucket Truck
336 VA	2018	Ford	Transit 250 MR	Van
346 BT	2018	Ford	F550	Bucket Truck
357 TR	2019	Covered Wagon	7X12	Box Trailer
372 PT	2016	Ford	F150	Pickup Truck
376 BT	2019	Ford	E450	Bucket Truck
377 BT	2019	Ford	E-Series Chassis	Bucket Truck
378 VA	2019	Ford	Transit 250 MR	Van
379 VA	2019	Ford	Transit 250 MR	Van
392 FL	2018	Heli	CPYD25-M1H	Fork Lift
394 TR	2020	Lamar	F8022027	Equipment Trailer
400 TR	2019	Felling	FT-12	Pole Trailer
410 SS	2016	Caterpillar	246D DCA3	Skid Steer
420 TMA	2021	Ford	F650	TMA
421 TMA	2021	Ford	F650	TMA
422 TMA	2021	Ford	F650	TMA
423 TMA	2021	Ford	F650	TMA
424 TMA	2021	Ford	F650	TMA
427 BT	2021	Ford	F550	Bucket Truck
434 VA	2020	Ford	Transit 250 MR	Van
435 PT	2020	Ford	Ranger	Pickup Truck
443 SL	2014	Genie	GS3232	Scissor Lift
444 SL	2021	Air-Tow	T14-10	Scissor Lift Trailer
450 PT	2022	Ford	F350	Pickup Truck
451 PT	2022	Ford	F350	Pickup Truck
459 BT	2015	Freightliner	108SD	Bucket Truck
464 PT	2018	Ford	F150	Pickup Truck
471 BT	2022	Chevrolet	Silverado 6500HD	Bucket Truck
472 VA	2019	Ford	Transit 250 MR	Van
473 BT	2022	Chevrolet	Silverado 6500HD	Bucket Truck
483 ST	2023	Ford	F550	Service Truck
485 BT	2022	Chevrolet	Silverado 6500HD	Bucket Truck

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Even though we own all the equipment listed above including 100+’ bucket trucks and a 60’ JLG Compact Indoor Crawler Lift that fits through a standard door, we have many more assets at our (4) other locations we can borrow as needed.

Each vehicle is stocked with basic supplies such as common breakers, general purpose contactors, relays, wirenuts, nuts and bolts of various sizes and types, digging tools, small gauge wire, various conduit fittings both PVC and EMT, and cleaning products. This level of preparedness helps eliminate unnecessary trips to the electrical supply house and minimizes unproductive unbillable time.

Additionally, our bucket trucks carry a wide variety of lighting materials and technicians are provided with historical site data so material stock can be verified and bolstered if needed before traveling to the site. Most vehicles have various troubleshooting equipment including underground wire locators as well as access to fault finders.

## **A. History**

In business since 1991, currently (133) full time diverse employees strong, LMI a Maryland and Virginia licensed electrical contractor and SWaM certified small business has become the electrical services industry leader in Maryland and Virginia. LMI is a family-owned electrical and lighting contractor who designs, builds, maintains, and repairs electrical systems as well as provides energy efficient lighting solutions. LMI serves commercial, retail, industrial and government sectors in the mid-Atlantic region currently holding contracts with city, county and state levels of government and universities. LMI provides our current customers with 24/7/365 services with a (2) hour on-site emergency response. Similar to the current contracts LMI manages, LMI performs all the standard electrical services tasks on a regular basis.

## **B. Personnel**

We combine the best equipment and trained personnel with unparalleled diagnostic experience to resolve your electrical challenges creatively and cost-effectively. LMI’s quality assurance, fair pricing and safety are at the forefront of everything we do and it all starts at the top and flows through our field personnel, so a brief introduction of the executive team relevant to this contract seems appropriate.

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## 1. Executive Team



**Michael D. Yoder** CEO, Owner of Lighting Maintenance Inc. (1991). Master Electrician since (1993). Michael is involved in both estimating and design of electrical and lighting projects and has 31 years of experience in the field of lighting. He is involved in daily operations, special projects and larger scale proposals. Michael spearheads internal change, company efficiency and direction of growth. He is known for his honesty, integrity, leadership and diligent work ethic.



**Leon Bromley**, the LMI Operations Manager, and a distinguished Construction Industry Executive with an impressive track record spanning over three decades. With a wealth of experience in both the construction and electrical sectors, Leon brings a wealth of expertise to the table. Throughout his career, Leon has successfully managed a diverse range of construction projects, particularly excelling in overseeing multifaceted endeavors within the realms of commercial and civil infrastructure. His skill set includes operational leadership, a strong commitment to safety and compliance, proficiency in budgeting and scheduling, and adept project management capabilities. Leon is renowned within the industry for his extensive knowledge of construction and electrical standards and codes. His mastery in critical path project management is complemented by his ability to mentor and lead high-performing teams. Leon is committed to fostering a culture of transparency and financial accountability, making him a trusted and respected figure in the field of construction and electrical management.



**Jeffrey Bateman** Regional Operations Manager. A licensed electrician and former foreman, Project Manager, Service Manager, Jeffrey has the extensive knowledge and experience to lead operations managers to success and efficiency while ensuring customer satisfaction. For over 11 years, Jeffrey has succeeded in performing or overseeing the most complicated and time sensitive projects LMI has performed.



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**Richard A. Yoder** Director of Government Contracts. Over his 28 years with LMI, Richard has held positions at each level from electrician's helper, crew leader, Construction Supervisor, Operation Manager, Construction Project Manager, Director of Operations and his current role as Director of Government Contracts. His insight and vision of the work comes from his extensive experience within the industry and his cost projections and knowledge of the market has proven to be very valuable.



**Vincent Rice**

Operations Manager. Vincent is currently and successfully managing (5) Electrical Services contracts including Arlington County, Arlington County Public Schools, Loudoun County and Virginia Community College. Working exclusively in the electrical services trade for the last (16) years combined with his Journeyman Electrician License, organizational and management skills, Vince has become a trusted and valued member of the management team.



**Melissa McCleary**

Coordinator. Melissa, a devoted employee since 2017 performs invaluable tasks including assistance service management, task order distribution, and invoice creation/submission ensuring a smooth operation from customer service request to invoice submission.



**Michael Schmidt** Service Manager – A licensed Master Electrician with over 23 years of field and management experience in the electrical, area and sports lighting industry, he is able to continually train and motivate all field techs with his vast knowledge. He is constantly aware of new trends and techknowledge in the lighting industry and updates to the NEC via continuing education programs.

Provides detailed accurate estimates for customers that need to know the cost and extent of the work prior to issuing a PO or Work Order. His extensive knowledge of all types of aerial equipment include scissor lifts, drivable boom lifts and bucket trucks up to 100' reach.



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## 2. Field Personnel

We employ many licensed journeyman and master electricians in Maryland, Virginia, and Washington D.C. Most of our Operations Managers were promoted from within and have multiple years of field experience with LMI. Our Operations Managers have a firm understanding of LMI standards, the work to be performed and expectations of field personnel. Below is a small sample of LMI field personnel working from our Alexandria and Rockville branches.

**Shane Gallagher**, Journeyman Electrician, (14) years experience.

### Work Experience

Lighting Maintenance Inc. – Linthicum, MD

Lighting/Electrical Technician – 01/2011 - Present

Provides technical service for lighting for the MD Service Department

Equipment operator including scissor lifts, drivable boom lifts, bucket trucks up to 100' reach, backhoe, skid steer and excavators.

Self Employed

Residential Electrical – 2005 - 2011

### Skills

- Troubleshooting
- Electrical Experience
- NEC
- Schematics
- Blueprint Reading
- Cabling
- Quality control

### Education

Atholton High School Columbia, MD - High School Diploma

### Certifications and Licenses

Journeyman Electrician License

OSHA 10

**Montie Gibson**, Journeyman Electrician, (6) years experience.

**Fernandez A Steele Jr**, Journeyman Electrician, (7) years experience.

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**George Linwood Barksdale, Jr.**, Journeyman Electrician / Service Technician, (10) years experience.

**Aristides (Alex) A Rivera**, Journeyman Electrician / Construction Foreman, (5) years experience.

**Spencer Lewis**, Journeyman Electrician, (10) years experience.

**Fidel A Granados**, Construction Foreman, (12) years experience.

**Ethan Blass**, Lighting Technician, (6) years experience.

**Edencio Wilcher**, Apprentice Electrician, (1) year experience.

**Michael (Mike) L Craig**, Lighting Technician, (10) years experience.

**Chad Scott**, Service Technician, (3) years experience.

## C. References

We have provided the following general electrical services references that can attest to the quality service we provide.

### 1. Alexandria City Public Schools

Scope of Work: Alexandria City Public Schools consists of twenty-three (23) buildings at twenty-three(23) locations in the City of Alexandria. These buildings comprise of approximately 2.1 million square feet of space. Electrical and related systems include audio/visual systems, telecommunication systems, thermal graphic reports and imaging, indoor lighting, high bay lighting, exterior lights and parking lot/garage lights.

Contract Value to Date: \$434,615.00  
12/14/2020 - 12/13/2025

Eric Kelly  
703-719-1325  
[eric.kelly@acps.k12.va.us](mailto:eric.kelly@acps.k12.va.us)

### 2. Loudoun County

Scope of Work: Provide electrical services at county facilities. Projects shall include, but not be limited to, adding additional circuits, replacing panels and sub-panels, adding dedicated lines and

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grounds, install and troubleshoot critical power systems such as Uninterruptable Power Supplies (UPS), Generators and Transfer Switches and replacing motors, and other electrical work in offices, libraries, community centers, detention facilities, public health facilities, mental health facilities, public safety centers, sports complexes, etc., in both commercial and residential settings.

Contract Value to Date: \$426,477.00  
4/16/2022 - 4/30/2026

Samira Mkamimel  
571-258-3820  
[Samira.Mkamimel@loudoun.gov](mailto:Samira.Mkamimel@loudoun.gov)

### **3. Montgomery County Public Schools**

Scope of Work: The work includes providing all labor and materials to perform various general electrical installations and repair tasks as may be required, including but not limited to the installation and repairs of components related to life safety systems. Perform general electrical work at various locations (approximately 220 schools and offices) throughout Montgomery

Contract Value to Date: \$ \$381,583.00  
1/11/2021 - 1/10/2025

Laurie Checco  
301-279-3097  
[Laurie\\_S\\_Checco@mcpsmd.org](mailto:Laurie_S_Checco@mcpsmd.org)

### **4. Prince George's County**

Scope of Work: Respond to service calls for maintenance repair, install switchgear, panel boards and electrical components, test, install and repair various electrical devices, lighting fixtures, interior and exterior, perform troubleshooting on various electrical equipment, test, repair, install circuits in all voltage ranges.

Contract Value to Date: \$385,905.00  
4/1/2020 - 12/31/2024

Nekesa Tucker  
301-883-6400  
[NJTucker@co.pg.md.us](mailto:NJTucker@co.pg.md.us)

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## Specific Plan (Methodology)

LMI has a Service Task Order module built into our company management software. This allows us to manage each request for service quickly, professionally, and accurately. We are able to track progress and document all aspects of the service provided.

**Proposals:** When the circumstances require, LMI managers are able to quickly and accurately provide proposals including man hours by class and materials required. The proposals are produced quickly since the client information, site addresses, contract line items and all common materials are in our system. Once the quantity of each item is determined, the proposal can be created in a few minutes.

**Work Orders:** LMI has developed numerous custom digital forms for field reporting including daily logs, hazard assessments, and safety inspections. We can quickly create Work Orders in our system by importing a proposal or entering the task details provided by the contract administrator. If preferred, we can create a custom digital form which will allow our tech to fill out the form upon completion of the work, obtain any required signatures and upon submission, the completed form will be instantly emailed to our LMI office to be attached to the invoice. This form can also be emailed upon submission to any number of personnel requested by the contract administrator providing an instant status report.

Our equipment/vehicle fleet has grown from a single truck in 1991 to over 190 in 2024 which includes service trucks, vans, pickups, cranes, bucket trucks up to 110', backhoes, skid steers, directional drills, digger derricks, dump trucks, attenuator trucks (TMA), 32' scissor lift, indoor lift crawler and trenchers.

We have provided the list of resources at our disposal to perform services for the University. Each service van / utility body vehicle is completely stocked with electrical tools (hand tools, benders, and sockets/wrenches), troubleshooting equipment (multi-meters, cable and fault locators) and standard material (various wire sizes & colors, various conduit and fittings, fuses and breakers) to reduce costly trips to the supply house.

Additionally, LMI has accounts and a great relationship with all local rental and leasing companies should our equipment not be the best option for the job. Usually, specialized rental equipment can be mobilized the next day for immediate utilization.

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## A. Approach

LMI's approach to each contract is tailored to the contract requirements and the needs of the contract administrators. Providing electrical and lighting services since 1991, LMI literally has hundreds of satisfied customers. For this contract, we have outlined a few items below, yet will remain adaptable to the needs of the contract administrator.

**Contacts:** LMI plans to provide a complete list of contacts for emergency, non-emergency service requests. This list will include field personnel, the contract manager as well as upper management. The University will always be able to connect with LMI. Most of our contracts require emergency availability and we are always available to respond.

**Emergency Services:** Our customers have grown to rely upon our ability to respond quickly and effectively to emergency situations. Our ability to mobilize and be on site within (2) hours ready to work has provided contract administrators with confidence any situation can be handled with a simple phone call. LMI provides 24/7 service. Although our address of record is in Linthicum, MD, our home office is conveniently located at 6310 Gravel Avenue, Suite A, Alexandria, VA 22310 cutting our response time to mere minutes.

### 1. Locations

\*Northern Virginia Operations Center (Home/Principal Office)  
6310 Gravel Avenue, Suite A  
Alexandria, VA. 22310

Baltimore Maryland Operations Center  
7462 Railroad Avenue  
Harmans, MD 21077

\*Rockville Maryland Operations Center  
14712 Southlawn Lane  
Rockville, MD 20850

Richmond Virginia Operations Center  
2077 E Whitehill Road  
Prince George, VA 23875

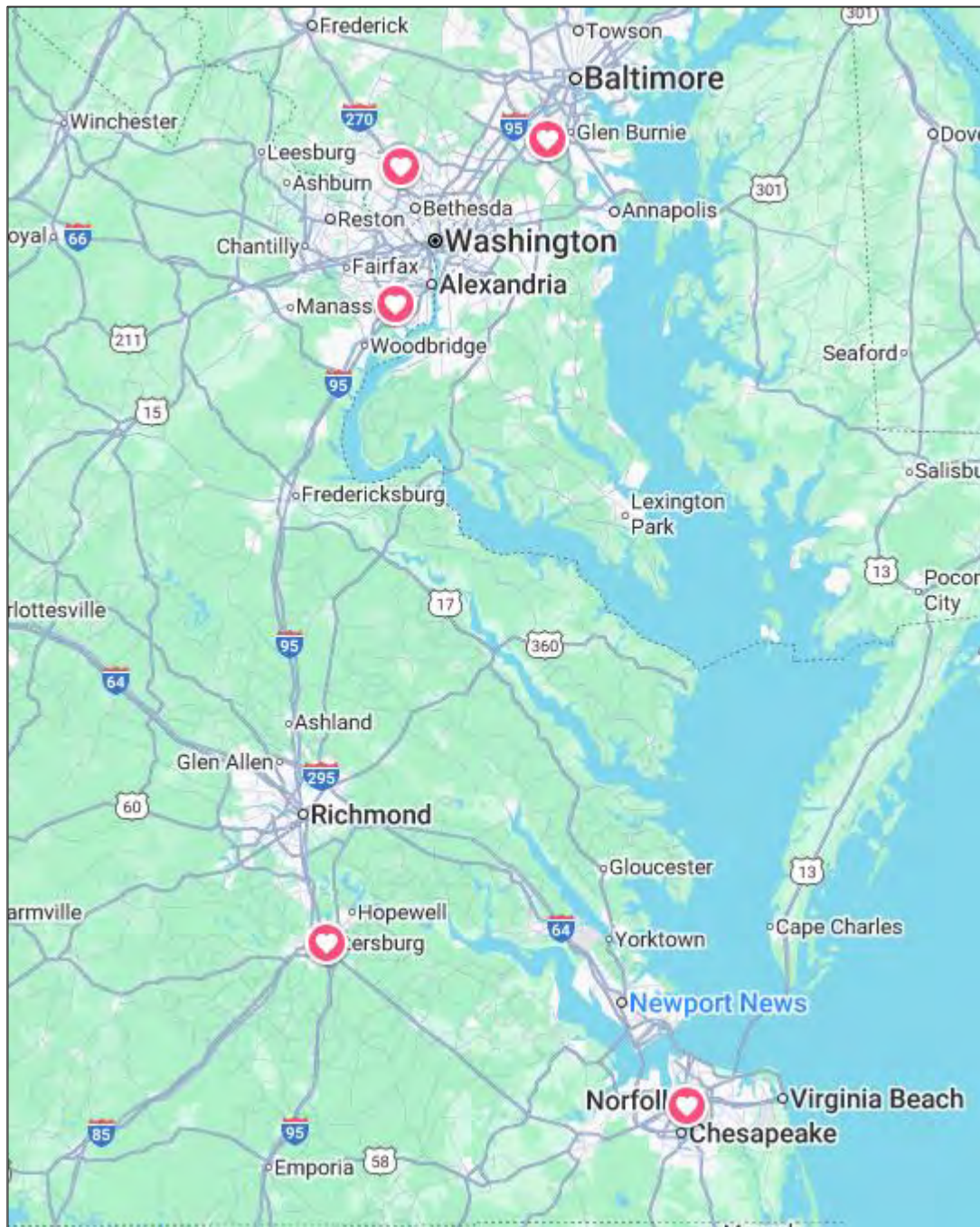
Norfolk Virginia Operations Center  
716 Cecelia Street  
Norfolk, VA 23504



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\*The majority of the work will be managed and performed by personnel from our Northern Virginia Operations Center. The Rockville Maryland Operations Center may be occasionally dispatched in a supportive role throughout the term of the contract.



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## **B. Services Description**

Although LMI employs many Master electricians, most of our licensed field technicians are Journeyman electricians. Journeyman electricians are certified to perform any and all field repairs and installations. Our Master electricians are available as consultants, provide electrical designs, and pull permits.

This contract would be serviced from our fully staffed and equipped Alexandria, Virginia branch (14 miles) with the support as needed from our Rockville, Maryland branch (24 miles). Both locations are well within the (50) mile radius of the Fairfax campus.

Lighting Maintenance Inc. is proficient at the following trade tasks:

1. Installing or relocating electrical receptacles
2. Installing lighting fixtures including LED upgrades (varies as to type)
3. Rewiring lighting fixtures
4. Re-lamping lighting fixtures
5. Re-lamping pole lighting fixtures (including providing access, such as a bucket truck)
6. Installing or relocating switches (varies – single-pole, three-way, etc.)
7. Installation of separate circuits
8. Replacement or addition of circuit breakers
9. Providing electrical connections to equipment/installation of safety switches
10. Motor and starter controls
11. Installation of conduit
12. Switchgear installation
13. Transformer installations
14. Panelboard/load center installation
15. Service installation

George Mason University  
Electrical Repair and PM Services  
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**LIGHTING  
MAINTENANCE**  
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16. Telephone/data cabling installation and terminations
17. Electrical demolition
18. Troubleshooting electrical issues
19. Electrical preventive maintenance (i.e.; torque panel connections, etc.)
20. Additional electrical services related to minor and/or new construction or renovation projects
21. Additional electrical services as required/requested by the University.

In conclusion, Lighting Maintenance Inc. would be a valuable asset to have on-call for any county, city or university. We believe it would be in any entity's best interest to have LMI's personnel and equipment available for large projects, emergency services, and specialty repairs. LMI is ready to answer the call.

## **Proposed Pricing**

See attached pricing sheet in the bid form.

## **Summary Questions**

### **A. Litigation**

**Are you and/or your subcontractor currently involved in litigation with any party?**

Lighting Maintenance Inc. is not in litigation with any party.

### **B. Investigations**

**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.**

There has not been any investigation or action from any state, local, federal or other regulatory body related to Lighting Maintenance Inc. in the last three years.



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### **C. Lawsuits**

**Please list all lawsuits that involved your firm or any subcontractor in the last three years.**

Lighting Maintenance Inc. nor any subcontractor has been involved in a lawsuit in the last three years.

### **D. Firm Name**

**In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change.**

Lighting Maintenance Inc. has never existed under a different name.



Purchasing Department  
4400 University Drive, MS 3C1, Fairfax, VA 22030  
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>



## REQUEST FOR PROPOSALS GMU-CM0726-24

**ISSUE DATE:** August 16, 2024

**TITLE:** Electrical Repair and PM Services

**PRIMARY PROCUREMENT OFFICER:** Christopher Mullins, Sr. Buyer

**SECONDARY PROCUREMENT OFFICER:** James F. Russell, Director

**QUESTIONS/INQUIRIES:** Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on August 28, 2024. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact [Support@GoBonfire.com](mailto:Support@GoBonfire.com) or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on September 03, 2024.

**PROPOSAL DUE DATE AND TIME:** September 17, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

**IMPORTANT!** All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

**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:

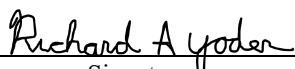
Legal Name: Lighting Maintenance Inc.

Date: 9/16/2024

DBA: Lighting Maintenance Inc.

Address: 7462 Railroad Avenue

Harmans, MD 21077

By:   
Signature

FEI/FIN No. 521737066

Name: Richard Yoder

Fax No. 877-279-7374

Title: Director of Government Contracts

Email: Ryoder@lightingmaintenance.com

Telephone No. 301-674-0161

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

SWaM Certification Number: 663270

☒ Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information

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

**Offeror Name:** Lighting Maintenance Inc.

**Preparer Name:** Richard Yoder **Date:** 9/16/2024

**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: 663270 Certification Date: 11/26/2019

**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: N/A SBSB Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSB Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #2**

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

**Subcontract #3**

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

**Subcontract #4**

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

**Subcontract #5**

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

**ATTACHMENT B**  
**PRICING SCHEDULE**  
**TO BE COMPLETED BY OFFEROR**

<b><u>Labor and Equipment Rates</u></b>			
<p>Enter hourly rates for labor services used in performing all work which may be required during the period of the contract. Labor rates shall be paid on the basis of <b><u>Time on the Job Site</u></b>. Labor rates shall include all direct and indirect costs such as transportation, G&amp;A, contract supervision, and profit, etc.</p> <p>NOTE: The Contractor shall invoice all materials, equipment rentals or subcontracts, <b>based on the actual cost of the materials, equipment or subcontractors</b>. No additional costs of any kind will be allowed.</p> <p><b>INVOICES WHICH INCLUDE MATERIALS COSTS AND EQUIPMENT RENTAL CHARGES SHALL BE ACCOMPANIED BY SUPPLIERS INVOICES TO SUBSTANTIATE COSTS TO CONTRACTOR.</b></p>			
<b>1. Electrical Repair Services (including "As-Needed" Repairs and Emergency Repair/Installation Services)</b>			
<b>Labor Rates – Regular time – 8:00AM to 5:00PM, Monday through Friday</b>			
1.	Project Manager – Regular Time	<b>HR</b>	\$ <u>110.00</u>
2.	Foreman – Regular Time	<b>HR</b>	\$ <u>125.00</u>
3.	Master Electrician – Regular Time	<b>HR</b>	\$ <u>125.00</u>
4.	Journeyman – Regular Time	<b>HR</b>	\$ <u>135.00</u>
5.	Apprentice/Helper – Regular Time	<b>HR</b>	\$ <u>115.00</u>
<b>Labor Rate –After Hours - 5:00PM to 8:00AM, Mon. through Fri., Weekends and Holidays</b>			
1.	Project Manager – After Hours	<b>HR</b>	\$ <u>110.00</u>
2.	Foreman – After Hours	<b>HR</b>	\$ <u>125.00</u>
3.	Master Electrician – After Hours	<b>HR</b>	\$ <u>125.00</u>
4.	Journeyman – After Hours	<b>HR</b>	\$ <u>180.00</u>
5.	Apprentice/Helper – After Hours	<b>HR</b>	\$ <u>160.00</u>
<b>Scope of Work #2: Preventative Maintenance (PM) Services on Switchgears (All Campuses)</b>			
<b>Labor Rates – Regular time – 8:00AM to 5:00PM, Monday through Friday</b>			
1.	Journeyman – Regular Time	<b>HR</b>	\$ <u>N/A</u>
2.	Apprentice/Helper – Regular Time	<b>HR</b>	\$ <u>N/A</u>

Labor Rate –After Hours - 5:00PM to 8:00AM, Mon. through Fri., Weekends and Holidays			
4.	Journeyman – After Hours	HR	\$ N/A
5.	Apprentice/Helper – After Hours	HR	\$ N/A