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

## STANDARD CONTRACT GMU-1833-23-02

This Contract entered on this 30th day of November, 2022 (Effective Date) by Industrial Turnaround Corporation hereinafter called "Contractor" (located at 13141 N Enon Church Rd., Chester, VA 23836) 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 fall protection equipment and perform routine inspections of fall protection equipment as mandated by the manufacturer's specification for the Environmental Health and Safety Office of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** See Attached Pricing Schedule. The parties agree that services are on an as-needed basis and there is no minimum amount of work guaranteed.
- V. **CONTRACT ADMINISTRATION:** **Douglass O'Neill, Assistant Director, Occupational Safety and Health**, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Paymode-X Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to [acctpay@gmu.edu](mailto:acctpay@gmu.edu) with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed Contract;
  - B. Negotiation Responses/BAFO Pricing dated November 8, 2022;
  - C. Contractor's proposal dated September 6, 2022;
  - D. RFP No. GMU-1833-23, in its entirety;
- 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 the work contemplated by the scope of 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 during Contractor's normal business hours.

F. [Removed]

G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.

I. CANCELLATION OF CONTRACT: Both parties reserve the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 120 days written notice to the other party. Upon written notice of cancellation from the cancelling party, the cancelling party shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 120 days written notice to the other party. Any contract cancellation notice shall not relieve the parties of their respective obligations to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of this Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract.
2. Mason may request 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. If agreed, 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 requesting that Contractor 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 request 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.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days

after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
  3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
  4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without significant 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 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:** Except for any payment obligations for work previously performed,, either party shall be excused from performing under this Contract for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of the affected party, 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, supply chain disruptions, 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 request 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 or agreed upon pricing, in accordance with the terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.
- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best’s rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess



its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. PAYMENT TO SUBCONTRACTORS: If applicable, the Contractor shall take the following actions upon receiving payment from Mason: (1) pay any subcontractors contracted with Contractor for work related to this Contract within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

GG. REMEDIES: If either party breaches this Contract in addition to any other rights or remedies, the non-breaching party may terminate this Contract with 30 days written notice.

- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason, with Contractor's agreement, for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's written request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.



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

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

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

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

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

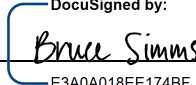
QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party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

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

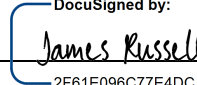
RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

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

#### Industrial Turnaround Corporation

DocuSigned by:  
  
 Signature \_\_\_\_\_  
 E3A0A018EE174BF...  
 Name: Bruce Simms  
 Title: VP - Specialty Services  
 Date: 1/31/2023

#### George Mason University

DocuSigned by:  
  
 Signature \_\_\_\_\_  
 2F61E096C77E4DC...  
 Name: James Russell  
 Title: Purchasing Director  
 Date: 1/31/2023

George Mason University  
RFP GMU-1833-23 Fall Protection Assessment and Equipment  
Round 1 Negotiation Memorandum

The evaluation committee has completed the evaluation and scoring of all proposals received for RFP GMU-1833-23 and have identified your firm as one of the finalists. We are prepared to move to Round One (1) Negotiations. We have a few items that we would like to negotiate and that we need additional clarification regarding. Please respond to the points below your earliest convenience but no later than noon on Wednesday, November 9th, 2022.

Please provide detailed answers and additional documentation if necessary, in order to thoroughly answer the questions below. Information provided during negotiations may impact the committee's award choices:

Pricing:

- a. Mason is requesting that you review your labor rates and the discount off of list prices and provide your best available pricing. **These prices are our best offer on materials. We have taken 2% off of our labor rates.**
- b. In your proposal, you stated the labor rates are aggregated. Please provide details on what is included (all direct and indirect costs). **The aggregate labor rates represent the average between the highest and lowest wage rate that would carry out the work for that category.**
- c. If travel reimbursement of travel fees/costs/expense are to be billed, your organization must agree to accept to be reimbursed in accordance with Mason's Per diem policies/requirements (GSA per diem rates). The offeror acknowledged GSA per diem. **We acknowledge GSA per diem**
- d. If there are any other labor rates, categories, equipment charges, fees, etc. that Mason needs to be aware of, that were not included or mentioned in your proposal, please provide a list of them at this time. **Professional services (engineering) will also entail a \$6.00 per hour project office expense fee to cover software, printing, etc.**
- e. When providing your best pricing, please keep in mind an incentive to being awarded a contract with George Mason University is that it will be a cooperative contract vehicle through VASCUPP, Virginia Association of State College & University Purchasing Professionals, which can and likely will be used by other Commonwealth of Virginia Universities and state agencies. It will also be open and available to agencies outside of the Commonwealth of Virginia. **Understood**
- f. Please note that you do not have to resubmit your entire proposal if you are only adjusting your pricing. We only need to see the pricing adjusted unless other aspects of your offer are impacted. **Understood**

Thank you for considering the items above. You may respond to these items either in this word document or by submitting an email that addresses each of these points. Please note that responses to these Negotiation Items will become part of the resulting contract.

If you have any questions about the negotiation items above, please contact the Sr. Buyer as soon as possible to obtain clarification.

Thank you,  
Regina Bazile  
Senior Buyer, George Mason University  
Phone: 703-993-6880  
Email: [rbazile@gmu.edu](mailto:rbazile@gmu.edu)

**RFP GMU-1833-23****Fall Protection Assessment and Equipment  
Industrial Turnaround Corporation (ITAC)**

	<b>BAFO</b>	
Labor Rates	Regular Time	Overtime Rate
Building Assessments	\$156.00	\$156.00
Inspections	\$97.00	\$145.50
Installations (per technician)	\$74.00	\$111.00
Repairs (per technician)	\$74.00	\$111.00
Training	\$132.00	\$132.00
Professional engineering services (for all protection only)	\$125.00	\$125.00

	<b>Product Type/Category Type</b>	<b>BAFO</b>
<b>Manufacturer</b>		
3M Fall Protection	PPE	12%
3M Fall Protection	Engineered Systems **Note there is no published list for engineered systems	
Malta	PPE	10%
BlueWater Manufacturing	Guardrail	13%
KeeSafety	Guardrail	8%
KeeSafety	Engineered Systems **Note there is no published list for engineered systems	
MSA Safety	Engineered Systems **Note there is no published list for engineered systems	
MSA Safety	PPE	10%



August 29, 2022

Regina Bazile  
Sr. Buyer  
4400 University Drive  
Fairfax, VA 22030

RE: Request for Proposal GMU -1833-23 Fall Protection Assessment and Equipment  
ITAC Job 22426818

Ms. Bazile:

A division of Industrial TurnAround Corporation, ITAC FP, located in Chester, VA, is a turnkey fall protection integrator providing design/build construction services including site assessments, engineering, installation, testing, inspection, and training. Our certified staff of engineering, safety and construction professionals is committed to helping clients minimize the risks of fall related hazards to protect their most valuable assets—their employees.

The ITAC FP team is highly qualified and is comprised of occupational safety professionals, professional engineers, and construction personnel. We are professionals who know fall protection - offering a combined 100+ years of service in the fall protection industry. We are uniquely qualified and are strongly committed to protecting workers from the hazards encountered during work at elevation.

See Attachment 1 for additional company info.

Sincerely,

*R. Bruce Simms*

R. Bruce Simms, P.E., Principal  
Vice President of Specialty Services

## Fall Protection

13141 N. Enon Church Road | Chester, VA 23836  
804.414.1100 | itac.us.com





## **Attachment 1**

### **Services**

At ITAC FP, clients depend on our flexibility and expertise to provide invaluable fall protection solutions for company projects large and small.

### **Site Assessment**

ITAC FP meticulously identifies, prioritizes, and compiles site-specific fall hazards into a hazard summary report providing management with an objective way to prioritize and mitigate hazards.

### **Engineering**

Our engineers analyze existing structures and design new supporting elements as needed to develop a solution based on the "Hierarchy of Controls".

### **Installation**

ITAC FP's highly trained, industry specific installation crews travel the nation to install, inspect and certify fall protection systems and related components.

### **Testing and Inspection**

ITAC FP offers independent third-party testing for engineered equipment as well as on-site testing as appropriate for installed systems.

### **Training**

ITAC FP provides "Authorized" Worker, OSHA Competent Person and OSHA Qualified Person Training courses to thoroughly educate workers on the latest industry standards and practices.

### **Equipment**

The diverse line of safety and fall protection devices offered by ITAC Fall Protection exceeds all applicable legislative requirements and provides benchmarks for comfort, safety, and quality. ITAC Fall Protection is a full line distributor and certified installer for numerous major equipment manufacturers. Internal fabrication capabilities also allow for custom, client specific equipment.

<b>Horizontal Lifelines</b>	<b>Vertical Lifelines</b>	<b>Ladders, Platforms &amp; Gangways</b>
<b>Anchorage Points</b>	<b>Harnesses &amp; Lanyards</b>	<b>Guardrails      Rigid Rails</b>



## Experience

With over 50 years of combined fall protection expertise, ITAC is a leading provider of safety solutions for a diverse client base, including several Fortune 100 companies. Whether your business is government or private, industrial or commercial, ITAC FP can assist in the engineering, procurement and installation of lifesaving fall protection systems.

## Our Work

ITAC FP has engineers registered in 42 states. We have performed work all over the United States as well as some parts of Canada. You can contact us at 804-414-1274 or by email: [eric.clarke@itac.us.com](mailto:eric.clarke@itac.us.com). Please be sure to visit our website, <https://itac.us.com/capabilities/fall-protection/> to find out more information on projects that we have completed as well as our training schedule. We look forward to working with you on your next fall protection project.



### **Narrative Summarization**

Industrial TurnAround Corporation (ITAC) is an engineer led Design/Build General Contractor specializing in industrial and municipal services. ITAC FP (Fall Protection) is a niche business unit within ITAC and is led by R. Bruce Simms, P.E., a structural engineer with extensive experience in the design and analysis of personal fall arrest systems.

Eighty percent (80%) of ITAC FPS's revenue stream is derived from projects similar to the one identified in this solicitation, total turnkey or "Design/Build" fall protection work – starting with the assessment.

Once the assessment is complete, ITAC FP offers the ability to self-perform all fall protection engineering, structural fabrication, personal protective equipment procurement, installation activities, and training associated with this project.

ITAC FP has significant previous project experience with a very diverse group of clients and is intimately familiar with the safety programs and processes required for the proper, expedient, safe execution of projects.

The ITAC FP team is highly qualified and is comprised of occupational safety professionals, professional engineers, and construction personnel. We are professionals who know fall protection - offering a combined 100+ years of service in the fall protection industry. We are uniquely qualified and are strongly committed to protecting workers from the hazards encountered during work at elevation.



### **Typical Project Execution/Block Flow Diagram**

The Block Flow Diagram describes a typical ITAC FP Design/Build Process. This type of work comprises approximately 80% of our business.

Steps 1-3 would illustrate the typical “assessment phase” package that commences with a site visit and ends with the turnover of an electronically sortable database of hazards, listed with several potential solution options.

#### **Project Execution/Sequence:**

##### Steps 1 through 3 (Relating to Assessments):

During the initial site visit, photographs are taken, applicable work methods are identified, drawing research is accomplished, and necessary field measurements & “as built” condition verification are performed to gain full appreciation of the hazard(s) associated with work at elevation.

Interviews with the various trades/workers concerned are conducted and pertinent data is collected regarding:

- The population or number of workers exposed to work at elevation for a given work task.
- The duration or time per exposure.
- Number of existing environmental factors, i.e., poor lighting, slippery surfaces, noise, etc.
- Existing control methods utilized (temporary guardrails, fall arrest, no or inadequate controls)
- Height of the hazard above the walking/working surface

The aforementioned factors are weighted and compiled into a relative risk assessment rating formula that will prioritize hazards in order of greatest level of risk.

Conceptual solutions are proposed – one for each measure in a prescribed hierarchy of controls:

- Elimination – Do you really need to go up there?  
Possible Solutions: Move the valve, reroute the ducting, etc.
- Prevention: Prevent the exposure to the fall hazard.  
Possible Solutions: Guardrails, platforms, etc.
- Fall Arrest: Plan for the event and minimize the consequences. Possible Solutions: Stationary anchorage points, horizontal/vertical lifelines.

A suitable rescue method for each control is provided.

Rough order of magnitude cost estimates are given for capital appropriation.

A hazard summary report containing all the aforementioned items is compiled and furnished to the client for review, comment, and appropriate control measure selected.



Steps 4 through 11 (Relating to the Engineering, Material Procurement and Construction Phase):

Once the preferred control method solution is selected, final engineering is performed. Drawings are developed that outline personal fall arrest system specifications and components.

Tie-ins to existing structures are analyzed and designed to transfer dynamic loadings encountered during a fall arrest event. Ancillary structures/structural systems are designed, fabricated and delivered as necessary to ensure that the hazard is mitigated, and work methods are not compromised. All engineering drawings are sealed by a licensed professional engineer and or certified safety professional as required. A final field walk down is performed to verify constructability and interference issues.

Personal protective equipment is procured. An installation team is mobilized. The project incidentals are installed. All work is performed under the supervision of a Qualified Person as mandated by OSHA.

Testing as required by the client is performed. All results are fully documented. Fully tested systems and components as required by ANSI Z359.1 standard are utilized at all times.

Training is accomplished in order to promote end user awareness with regard to the usage, inspection, maintenance, operation and storage of the equipment/systems and components.

A client walk down upon project installation is completed.

As-built drawings are issued, and the project is electronically transmitted for clients' permanent record.

See next page for Project Execution/Block Flow Description Diagram.



### **Typical Project Execution/Block Flow Description Diagram**







### **Key Project Personnel**

The following are key ITAC FP project personnel that would be involved in the execution of this project for Huntington Theatre:

- **R. Bruce Simms, P.E. – Vice President, Specialty Services**
- **Adam Wolovick, P.E. – FP Manager of Engineering & Projects**
- **Carl McBride – Fall Protection Project Manager**

\*\*CV's located in the "**Attachments 1**" pdf file.



**List of Similar Projects Performed by ITAC FP**  
**(Includes contact information)**

**1. University of Maryland, Baltimore County (UMBC)**

Baltimore, MD

Engineering, material supply and installation lifelines and elevated anchors points. Additionally, ITAC FP relocated some existing lifelines. Authorized Worker training was included in this scope as well.

Contact Information:

Caroline Mulcahy, Operations Manager  
Performing Arts and Humanities Building  
University of Maryland Baltimore County  
1000 Hilltop Circle  
Baltimore, MD 21250  
P: 410-455-2960

**2. Virginia Tech (VT) CFTA Theatre**

Blacksburg, VA

Engineering, material supply and assisting with the installation of (21) horizontal lifelines, (120) individual anchors, (66) customer fabricated supports, connecting fasteners and permanently mounted SRLs.

Contact Information:

Steven Siegmund, Sales and Design  
Texas Scenic Company  
P: 210-684-0091

**3. Ft. Lee**

Prince George, VA

Engineering, material supply and installation of fall protection on nine buildings at Ft. Lee. Fall protection provided includes: horizontal lifelines, roof anchors, counterweighted guardrail, walkpads, counterweighted anchor points, wings for access ladders and pivot posts. Competent Person training and supply of PPE (personal protective equipment) was also supplied.

Contact Information:

D. Carol Harris  
1761 Church Street  
Norfolk, VA 23504  
P: 757.351.0622  
F: 757.447.9016  
C: 804.721.7613

\*References continued next page



**4. Newport News Shipbuilding**

Newport News, VA

Engineering, material supply and installation of (15) ladder fall protection systems and (15) swivel anchors for six ladders at Newport News Shipbuilding in FPB ¾ and FCB.

Contact Information:

James Barnard, Assistant Project Manager

SCHWOB COMPANIES

2349 Glenda Lane

Dallas, TX 75229

P: 972-243-7674

F: 972-243-7710

C: 757-620-3203

Mark J. DelSordo, P.E.

Newport News Shipbuilding

4101 Washington Ave.

Newport News, VA 23607

P: 757-380-4496

C: 757-708-0589



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



## REQUEST FOR PROPOSALS GMU-1833-23

**ISSUE DATE:** August 10, 2022

**TITLE:** Fall Protection Assessment and Equipment

**PRIMARY PROCUREMENT OFFICER:** Regina Bazile, Sr. Buyer, [rbazile@gmu.edu](mailto:rbazile@gmu.edu)  
**SECONDARY PROCUREMENT OFFICER:** James F. Russell, Director, [jfrussell@gmu.edu](mailto:jfrussell@gmu.edu)

**QUESTIONS/INQUIRIES:** E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on August 17, 2022. All questions must be submitted in writing. Responses to questions will be posted on the Mason Purchasing Website by 5:00 PM ET on August 24, 2022. Note: Questions must be submitted in WORD format. Also see section III.COMMUNICATION, herein.

**PROPOSAL DUE DATE AND TIME:** September 8, 2022@ 2:00 PM ET. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

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

Name and Address of Firm:

Legal Name: Industrial Turnaround Corporation

Date: 8/10/2022

DBA: \_\_\_\_\_

Address: 13141 N Enon Church Rd. Chester, VA 23836

By \_\_\_\_\_  
Signature

FEI/FIN No. 54-1453225

Name: R. Bruce Simms

Fax No. \_\_\_\_\_

Title: Vice President, Specialty Services

Email: eric.clarke@itac.us.com

Telephone No. (804) 414-1130

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

SWaM Certification Number: N/A

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. **P RPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to provide fall protection equipment on behalf of the university, install fall protection equipment selected by the university, and perform routine inspections of fall protection equipment as mandated by the manufacture's specifications. George Mason University (herein after referred to as "Mason," or "University") is an educational institution and agency of the Commonwealth of Virginia.
- II. **P RCHASI G MANUAUGOVERNI G RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMU ICATIO :** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason's standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and Mason's General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason's General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

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

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

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

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

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

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

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

- VI. **eVA BUSINESS-TO-GOVERNME T VENDOR REGISTRATIO :** 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**: George Mason University's short history is one of an enterprising and innovative pioneer, creating a major teaching and research university from a small, one-room schoolhouse in just 50 years. George Mason University is recognized as an innovative, entrepreneurial institution with global distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering and information technology, dance, organizational psychology and health care, Mason students are routinely recognized with national and international scholarships. Enrollment is more than 38,000, with students studying in 198 degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 200,000 living alumni with 60% residing in the Washington Metropolitan Area.
- Mason has campuses in Fairfax, Arlington, and Prince William counties. In addition to these three campuses, George Mason University operates a site in Woodbridge, VA and has partnered with the Smithsonian Institution to create the Smithsonian-University School of Conservation in Front Royal, Virginia. Approximately 6,000 employees are distributed at these locations. Mason also offers programs online and at the Center for Innovative Technology in Herndon. Each location has a distinctive academic focus that plays a critical role in the economy of its region.
- XI. **STATEMENT OF NEEDS**: George Mason University is seeking a contractor(s) to provide a wide variety of goods and services that may include, but not limited to, fall protection building assessments, inspections, recommendations, installations, repair, training and sale of equipment.

The Contractor shall provide all materials, labor, tools, equipment, transportation, and all incidentals required and/or implied for the complete and satisfactory performance of fall protection building assessments, inspections, recommendations, installations, and trainings.

The Contractor shall provide and keep up to date a list of all personnel performing work under this contract. Written evidence of the personnel's qualifications must be submitted to Mason in advance of commencement of service.

A. Service Requirements - Contractor must meet the following minimum requirements:

1. Building Assessments
  - a. Provide an hourly rate to conduct assessments of building roofs to determine appropriate fall protection strategies.
  - b. Provide a written report for each building that:
    - i. Identifies all areas that require fall protection (i.e., hazardous area)
    - ii. Recommends fall protection equipment for each hazardous area based on anticipated work activities.
    - iii. Provides multiple fall protection equipment options for each hazardous area where feasible.

2. Fall Protection Equipment
  - a. Provide itemized pricing for fall protection equipment. A variety of options should be included for each type of fall protection equipment.
    - i. Guardrails:
      1. Permanent
        - a. Fixed
        - b. Collapsible
      2. Temporary
        - a. Fixed
        - b. Collapsible
    - ii. Fall Arrest
    - iii. Fall Restraint
    - iv. Provide additional fall protection equipment options as deemed appropriate, i.e., vertical or horizontal lifelines, relocatable anchor points, etc.
    - v. Provide warranty information for all equipment included in the contract.
3. Fall Protection Equipment Installation
  - a. Provide a per unit price to install fall protection equipment listed in Attachment C.
  - b. Provide estimates to purchase and install equipment identified in building assessments for an entire building at the request of the university.
  - c. Provide documentation detailing methods to maintain existing roofing material effectiveness.
4. Fall Protection Inspection Costs.
  - a. Provide pricing to conduct routine inspections of fall protection equipment installed.
5. Vendor Qualifications
  - a. Vendors will provide the following information:
    - i. A brief background of the company to include professional services rendered, years in business, vendor assets that support this proposal.
    - ii. Qualifications and certifications for individual(s) performing building assessments
    - iii. List of three references of similar size or complexity
    - iv. Certificate of insurance naming the university as additionally insured
    - v. Warranty information for all work performed by the vendor.
    - vi. Engineering expertise (on staff or on retainer) needed to assess the feasibility and engineering requirements for installing fall permanent fall protection equipment.
6. Consulting and Training
  - a. Vendors will provide per hour or per count pricing to conduct fall protection training that satisfies OSHA fall protection training regulations.
  - b. Vendors will provide per hour or per head pricing for fall protection 'Competent Person Training'
  - c. Vendor will provide consultation services on an hourly basis.

B. Other Requirements:

1. The Contractor will clearly show list price, discount percentage, and the final cost on all quotes, proposals, and invoices.
2. Vendor will be required to provide semi-annual reports showing list prices and prices paid which will reflect the cost savings to Mason.
3. A thorough understanding of the current Occupational Safety and Health Administration's 5 (OSHA) laws and regulations as well as the standards of the American National Standards Institute (ANSI) and the Canadian Standards Association (CSA).

**XII. COST OF SERVICES:** Please provide costs as described in the above statement of needs as outlined in Section XIII.8.5 below.

**XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

A. GENERAL REQUIREMENTS:

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

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

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

**The following shall apply:**

- a. You must submit your bid/proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified in the Bid/RFP.
- b. The subject line of your email submission should read, "**RFP GMU-1833-23**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # of\_ total".
- c. The Offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
- d. If your proposal contains proprietary information, you must submit two proposals; one full proposal and one with proprietary information redacted (See 2d below).
- e. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
- f. Each email may not be larger than 20MB.
- g. All solicitation schedules are subject to change.
- h. Go to Mason's Purchasing website for all updates and schedule changes.  
<https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

2. **Proposal Presentation:**

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the

RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

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

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

**IMPORT ANT: 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 goods/services. Offerors should submit the following items as a complete proposal.

1. Procedural information:
  - a. Return signed cover page and all addenda, if any, signed and completed as required.
  - b. Return Attachment A - Small Business Subcontracting Plan.
  - c. State your payment preference in your proposal response. (See section XVI.)
2. 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.
3. 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.
  - c. It is the responsibility of the vendor to provide engineering evaluation as necessary regarding

installation of temporary and permanent fall protection systems. The university will provide schematics and drawings when available.

4. References:
  - a. Provide a list of three (3) references that demonstrates 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 address for each reference and indicate the length of service
5. Proposed Pricing: Provide a price schedule for each serve as outlined in Attachment C "Pricing Schedule".
  - a. The cost of compiling information and generating reports should be include in the per hour rate for conducting building assessments.
  - b. Specific fall protection, restraint, and arrest equipment will be recommended by the vendor based on the assessment conducted by the vendor.
  - c. The vendor is responsible for providing recommendations as to the nature and installation of fall protection equipment based on building assessments.
  - d. The scope of work will be provided in advance of any on site appointments to include approximate number of buildings and rooftop dimensions.
6. In your proposal response please address the following:
  - a. Are you and/or your subcontractor currently involved in litigation with any party?
  - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
  - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
  - d. In the past ten (10) years has your firm's name changed? If so, please provide a reason for the change.

#### **XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:**

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

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Qualifications and experience of offeror in providing the goods/services	20
2.	Specific plans or methodology to be used to provide the services	20
3.	References	20
4.	Proposed Pricing	30
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	
Total Points Available:		<hr/> 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. CO TRACT 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. For additional information or to sign up for electronic payments, go to <http://www.paymode.com/gmu>. There is no charge to the vendor for enrolling in this service.

**Please state your payment preference in your proposal response.**

**XVII. SOLICITATION TERMS AND CONDITIONS:**

- A. GENERAL TERMS AND CONDITIONS GEORGE MASON UNIVERSITY:  
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

- B. SPECIAL TERMS AND CONDITIONS (Also see ATTACHMENT B - SAMPLE CO TRACT which contains terms and conditions that will govern any resulting award).

1. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).
2. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.

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

**XVIII. RFP SCHEDULE (Subject to Change):**

- Issue in eVA: 8/10/22
- Vendors submit questions by: 8/17/22 by 4:00 PM ET
- Post Question Responses: 8/24/22 by 5:00 PM ET
- Proposals Due: 9/8/22 @ 2:00 PM ET
- Proposals to Committee: 9/12/22
- Review and Score Proposals: 9/12/22- 9/16/22
- Scores to Purchasing: 9/16/22
- Oral presentations (if necessary): 9/19/22 - 9/23/22
- Negotiations/BAFO: Start week of 9/26/22
- Award: 10/12/22
- Contract Start Date: 10/19/22

**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:** Industrial Turnaround Corporation

**Preparer Name:** \_\_\_\_\_ **Date:** 08/31/2022

**Who will be doing the work:** ☐ I plan to use subcontractors **fxI** 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 8.

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

**Subcontract #2**

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



**Subcontract #3**

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

**Subcontract #4**

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

**Subcontract #5**

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



Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030  
Voice: 703 993 2580 | Fax: 703 993 2589  
<http://fiscal.gmu.edu/purchasing/>

**UNIVERSITY**

**ATTACHMENT B- SAMPLE CONTRACT  
GMU-1833-23**

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

This Contract entered on this \_\_ day of \_\_ 2022 (Effective Date) by \_\_\_\_\_ hereinafter called "Contractor" (located at \_\_\_\_\_ - and George Mason University hereinafter called "Mason." "University").

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide \_\_\_\_\_ for the \_\_\_\_\_ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** \_\_\_\_\_ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed form;
  - B. Negotiation Responses dated XXXXX (incorporated herein by reference);
  - C. RFP No. GMU-1833-23, in its entirety (incorporated herein by reference);
  - D. Contractor's proposal dated XXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter IO (§ 23.1-1000 et seq.) of Title 23.1 of the Code of Virginia, and the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

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

#### **X. STANDARD TERMS AND CONDITIONS:**

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

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

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

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

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in Administrative Policy Number 2221 - Background Investigations, the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract.
  2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes

provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- I. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
  3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
  4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. **COLLECTION A D 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://universitypol icy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. **CONFIDE TIALITY 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:

I. **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.
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. **ON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. **PAYMENT TO UBCO TRACTORS:** The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- FF. **PUBLICITY:** The Contractor shall not use, in its external advertising, marketing programs or promotional



efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

- GG. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. **RENEWAL OF CONTRACT:** This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- I. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- II. **REPORT! G OF CRIMES, ACCIDENTS, FIRES A D OTHER EMERGE CIES:** 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/clervy-act-reporting/campus-security-authority-csa/>.
- JJ. **RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA:** Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. **SEVERABILITY:** Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. **SWaM CERTIFICATION:** Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (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/>.

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

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PI! 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.

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

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

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

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

<b>Contractor Name</b>	<b>George Mason University</b>
_____ Signature	_____ Signature
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT C  
PRICING SCHEDULE

<b>PART1: Labor Rates</b>			
Enter hourly rates for services as defined in Section VII, Paragraph A. Labor rates shall be paid on the basis of time of the jobs site. Labor rates should account for the labor associated with installation and repair of fall protection systems on a per hourly basis.			
***Note that these are aggregate labor rates for all labor within the class***			
<b>Labor Rates</b>			
***Note travel time will be based from Chester, VA and travel expenses will be charged at GSA Rates***			
1.	Building Assessments	HR	\$ 152.00
2.	Inspections	HR	\$ 99.00
3.	Installations	HR	\$ 76.00
4.	Repairs	HR	\$ 76.00
5.	Training	HR	\$ 135.00
6.	Professional engineering services	HR	\$12800
<b>PART2: Fall Protection Equipment</b>			
Enter percent discount off of list prices. Using the format below, provide any additional products that have not been specified in this solicitation. Include list prices with QTOQOsal submission.			
<b>Fall Protection Equipment: Percent discount off of list prices</b>			
	<b>Manufacturer</b>	<b>Product Type/ Category Type</b>	<b>Discount Off List</b>
1.	3M Fall Protection	PPE	12 %
2.	3M Fall Protection	Engineered Systems **Note there is no published list for engineered systems	** %
3.	Malta	PPE	10 %
4.	BlueWater Manufacturing	Guardrail	13 %
5.	KeeSafety	Guardrail	8 %

6.		Engineer d Systems **Note there 1s no published list for engineered systems	** %
7.	<b>MSA Safety</b>	Enginee d Systems "Note there 1s no pubhshed list for engineered systems	** %
8.	<b>MSA Safety</b>	<b>PPE</b>	<b>10</b> %
9.			%
10.			%
11.			%
12.			%
13.			%
14.			%
15.			%
16.			%
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19.			%
20.			%
21.			%
22.			%
23.			%
24.			%
25.			%



**R. Bruce Simms, P.E.**  
Vice President, Specialty Services

**EXPERIENCE SUMMARY**

Mr. Simms has over twenty-four years of experience in structural engineering, fall protection engineering, project management, estimating, construction management, and department management related to commercial, industrial, and government facilities.

**SPECIFIC EXPERIENCE**

**Division Director** - Fall Protection division including responsibility for all aspects of the division. In addition to the duties of project management and personnel development, Simms has provided an impressive array of educational services including:

- Published articles in Facility Safety Management.
- Edited/authored a technical chapter in 'Introduction to Fall Protection', 3<sup>rd</sup> & 4<sup>th</sup> Editions by Dr. Nigel Ellis
- Spoke at numerous ASSE (American Society of Safety Engineers) regional functions.
- Presented at the National Safety Congress and Expo for the National Safety Council.
- Taught at Virginia Tech's Richmond center.
- Conducted research and presented findings at the Symposium for the International Society of Fall Protection

**Department Manager** - Fall Protection and Construction Management divisions including project coordination, manpower leveling, client interface, and proposal development. Simms has been trained by and worked closely with Dr. J. Nigel Ellis at the Ellis Fall Protection Institute for over ten years. He is an OSHA Competent/Qualified person and a graduate of Dr. Ellis' courses on the principles and practices of Fall Hazard Control as well as a Competent/Qualified person instructor for EFSS's fall protection training courses.

His fall protection experience has included both the design/analysis side and the fabrication/installation/training side providing a well-rounded knowledge base for solutions that satisfy code requirements and client needs. Abilities incorporate a wide range of components as follows:

- Application of OSHA and ANSI standards to structural engineering theory.
- Analysis, Design, and Certification of Anchorage Points.
- Analysis, Design and Testing of Vertical and Horizontal Lifelines.
- Design and Installation of Rigid Rail Ladder Climbing Systems.
- Analysis and Design of new/existing structures to sustain the dynamic loadings associated with Fall Arrest Systems.
- Design of Test Structures for static or dynamic fall simulations.
- Fall Hazard Surveys, Audits, and Assessments.
- Fall Protection Equipment specification and procurement.
- Structural Steel, Aluminum, and Concrete detailing and fabrication.
- Fall protection system installation/integration.
- End User Training.

**Fall Protection**

13141 N. Enon Church Road | Chester, VA 23836  
804.414.1100 | itac.us.com

## **R. Bruce Simms, P.E.**

**Project Manager** –Project Manager and Technical Lead on an ASB Borrow Pit for International Paper. Project Manager and Civil Engineer on multi-discipline backflow preventer project for Philip Morris USA involving new and existing underground piping, new building construction, power supply lines and alarming. Acted as Structural Engineer for several line upgrade projects at DuPont involving new and retrofitted steel and concrete. Project Manager and C/S/A lead on a building addition for Smithfield Foods for a new refrigerated shipping/receiving area. Performed several structural assessment and reinforcement details for Masonite related to the kiln process as well as a water recycling process. Performed site evaluation and structural engineering required to support new armored cable for NASA as part of a 12.5 MW heater power supply upgrade. Performed all aspects of sales, estimating, scheduling, site assessment, hazard identification and rating, engineering, construction, testing, and training for numerous fall protection projects. Fall protection projects included vertical ladder climbing systems for Advanced Energy Systems, ladders and horizontal lifelines for AMTRAK, site assessment and solution evaluation for eleven Naval Facilities, ladder climbing and rescue retrieval equipment for USDA, horizontal lifelines and anchor points for Jefferson Smurfit Container Corporation, horizontal lifelines for Alcoa and Target, and other projects for clients throughout the East coast. Special sectors included metro-stations, theaters, pharmaceuticals, food processing, arenas, and aircraft hangers. Developed a horizontal lifeline program to help engineers assess termination forces and cable deflections associated with fall arrest events. Project Manager on several single-discipline C/S/A projects.

**Structural Engineer** - Designed numerous industrial projects involving the design of new structures and the analysis of existing structures. This work covered both reinforced and pre-stressed concrete, masonry, timber and structural steel. Used STAAD-PRO and Microsoft Excel spreadsheets extensively in the design process. Directed structural detailers and their subsequent drafting efforts. Acted as Civil/Structural/Architectural Lead Engineer on a masonry building addition for Ball Container Corporation; Acted as Civil/Structural/Architectural Lead Engineer on a conventional steel building addition for Philip Morris; Assisted with the development, analysis, and design of several fall protection projects. Worked through all aspects of the project which included meeting with the client, estimating, proposal writing, scheduling, tracking budgets, supporting other disciplines, and construction coordination.

**Pre-Engineered Division Manager** - Assisted owners with building needs and building addition layouts; estimated, negotiated, and ordered all pre-engineered metal buildings; managed three field erection crews; solved field problems related to factory mis-fabrications; coordinated the design side of small/medium sized design-build projects.

**Project Estimator** - Developed building proposals through utilizing design programs, vendor pricing and engineering judgment; recommended structural cost saving solutions during the bid process and at project meetings; reviewed project drawings and specifications for Butler Buildings; acted as key contact for technical questions and pricing assistance for a network of sixty regional Butler builders.

**Design Engineer** - Designed all structural components of new pre-engineered metal buildings; reinforced existing metal buildings for equipment and crane loadings (analysis and retrofitting); led two process improvement teams to reduce costs and minimize claims.

**R. Bruce Simms, P.E.**

**EMPLOYMENT HISTORY**

<b>1999 - Present</b>	<b>Industrial TurnAround Corporation</b> Chester, Virginia
<b>1998 - 1999</b>	<b>Alliance Engineering Inc.</b> Richmond, VA
<b>1997 - 1998</b>	<b>Avis Construction Co.</b> Roanoke, VA
<b>1994 - 1997</b>	<b>Butler Manufacturing Co.</b> Annville, PA
<b>1990 - 1992</b>	<b>Virginia Power</b> Glen Allen, VA

**EDUCATION**

**B.S. Civil Engineering** - Virginia Polytechnic Institute and State University

**PROFESSIONAL/CERTIFICATIONS/AFFILIATIONS**

Registered Professional Engineer in the Following States:

Virginia	Vermont
District of Columbia	Louisiana
Michigan	Georgia
Mississippi	Missouri
Texas	North Carolina
Connecticut	Utah
Rhode Island	Oklahoma
Colorado	Ohio
Iowa	Arizona
New Mexico	Oregon
Kentucky	Massachusetts
South Carolina	Indiana

Licensed General Contractor in Multiple States





**Adam Wolovick, P.E.**  
**FP Manager of Engineering & Projects**

**EXPERIENCE SUMMARY**

Mr. Wolovick has over 18 years of engineering experience in design, consultant, and management roles.

**SPECIFIC EXPERIENCE**

**FP Manager of Engineering & Projects** – Managed team of engineers and designers with responsibility for fall protection system design. Project manage multiple ongoing projects throughout the United States. Coordinate with field resources for accurate installation and field modifications as necessary. Develop plans and specifications for industrial clients.

**Engineering Solutions Manager** – Managed product bids to construction customers on projects throughout the U.S. east coast with specific emphasis on modular structural support systems. Negotiated pricing on design/supply contracts for field-built pipe support systems for power, transportation, and water/wastewater infrastructure projects. Supervised engineering submittal details for successful projects and coordinated field assembly and customer training. Developed preliminary engineering analyses for selected targeted projects.

**Senior Field Engineer** – Developed and managed relationships with major engineering and construction firms in the infrastructure and transportation industry located in the Mid - Atlantic States. Assisted client engineering customers in the development of plan details and specifications using the company's full product portfolio, including modular support systems for piping, post-installed concrete anchors and various fastening and fire protection systems. Conducted multiple technical presentations per month to major engineering, construction and utility customers and clients throughout the Mid-Atlantic States. Conducted field tension load testing on post-installed concrete anchors and assembled testing reports.

**Project Consultant / Value Engineering Coordinator** – Worked with field sales engineers to develop value engineering proposals for DOT and commercial projects using the company's innovative engineered site products, including precast concrete bridge/culvert structures, steel truss bridges and undergrounds stormwater management products. Value engineering proposals consisted of cost differential analysis between our proposed alternative solution and the traditional design that was currently on the plans. Solutions were presented using overlays of cost-effective alternative structures to compare to existing structures. Grading plans were also re-worked to show integration of the proposed alternative to the surrounding grading. Alternative proposals were presented to low-bid contractors to secure the business. Communicated with design engineers-of-record and DOT's (including VDOT) to coordinate alternative technical details at the request of winning contractors.

**Design Support Engineer** – Worked directly with consulting engineering customers to assist in specifying the company's environmental stormwater management products. Functioned as an expert in the local environmental regulations to ensure proper product design and site-plan implementation. Maintained project follow-up on upwards of 100 projects. Implemented unique design configurations of company products to assist customer design firms cut overall project costs.

**Engineers & Constructors**

13141 N. Enon Church Road | Chester, VA 23836  
804.414.1100 | itac.us.com

**Adam Wolovick, PE**

Page | 2

**Graduate Research Assistant** – Designed a new mechanical ankle brace for children afflicted with Cerebral Palsy (patent pending). Supervised several undergraduate students in associated research. Participated in several successful grant applications.

**EMPLOYMENT HISTORY**

<b>2018 – Present</b>	<b>ITAC</b> Chester, Virginia
<b>2012 – 2018</b>	<b>Hilti North America</b> Richmond, Virginia
<b>2005 – 2012</b>	<b>Contech Engineered Solutions</b> North Chesterfield, Virginia
<b>2003 - 2005</b>	<b>University of Virginia Motion Analysis Lab</b> Charlottesville, Virginia

**EDUCATION**

**M.S. Mechanical Engineering** – University of Virginia

**B.S. Mechanical Engineering** – University of Virginia

**PROFESSIONAL / CERTIFICATIONS / AFFILIATIONS**

Licensed PE in Virginia

**SKILLS**

Microsoft office suite (Outlook, Excel, PowerPoint, Word, etc.), Matlab, Mathcad, Labview, AutoCAD, Mechanical Desktop, Autodesk Inventor, CDA/sprint II, ANSYS FEA, Vicon Motion Capture Software, Hydrocad flow routing software, HEC-RAS, Profis, RISA



**Carl McBride**  
**Fall Protection Project Manager**

**EXPERIENCE SUMMARY**

Mr. McBride utilizes his extensive hands-on experience with sales, service and leadership. It is his goal to invest his experience in a company with a true client satisfaction belief system.

**SPECIFIC EXPERIENCE**

**Fall Protection Specialist** – In this role, Mr. McBride coordinated and scheduled field force along with material for multiple projects. He was responsible for industrial installation and inspection of fall protection systems.

**Assistant District Manager** – As Assistant District Manager, Mr. McBride organized sales meetings and called events, resulting in a 42 percent increase in weekly appointment set team wide. He independently met with clients and vendors to ensure/maximize the customer service experience, as well as maintain great client relationships. Mr. McBride conducted daily, weekly, and monthly follow-up to uncover additional sales opportunities and leads. In addition, he used laptops and related software for field presentations, also during client enrollments.

**Purchasing and Receiving Associate** – Mr. McBride successfully managed all incoming and outgoing shipments, domestic and international. He was responsible for all inventory and quality control. Additionally, Mr. McBride prepared all tradeshow exhibit equipment, literature and presentation material, and assisted in sales presentations with current and potential clients.

**Utility Helper** – Mr. McBride was responsible for the daily cleaning and adjustment of Boiler and daily testing on chemicals to ensure proper PH balance. He successfully performed all required general maintenance duties.

**Receiving Associate** – In this role, Mr. McBride was responsible for maintaining all inventory for two warehouses. He ensured that all incoming shipments were correct and stored in a timely manner. In addition, Mr. McBride managed all warehouse safety and cleanliness.

**Assistant Sales Manager** – As Assistant Sales Manager, Mr. McBride provided leadership, coaching, mentoring, and direction for the sales staff, resulting in increased productivity and sales performance. He directed all store operations resulting in reduced loss, lower errors, and enhanced client satisfaction. Additionally, Mr. McBride managed all payrolls and scheduling to control cost efficacy.

**Engineers & Constructors**

13141 N. Enon Church Road | Chester, VA 23836  
804.414.1100 | itac.us.com

**EMPLOYMENT HISTORY**

<b>2011 - Present</b>	<b>ITAC</b> Chester, Virginia
<b>2007 - 2011</b>	<b>Colonial Life</b> Chester, Virginia
<b>2005 - 2007</b>	<b>MassMutual Financial Group</b> Chester, Virginia



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> McGriff Insurance Services, Inc. 2108 W. Laburnum Ave Suite 300 PO Box 17370 Richmond VA 23227	<b>CONTACT NAME:</b> Vivian Hume <b>PHONE (A/C, No, Ext):</b> 804 678-5024 <b>FAX (A/C, No):</b> 888-751-3010 <b>E-MAIL ADDRESS:</b> certificatesVAWV@mcgriffinsurance.com												
<b>INSURER(S) AFFORDING COVERAGE</b>													
<b>INSURED</b> Industrial Turnaround Corporation 13141 North Enon Church Rd Chester VA 23836	35INDUSTUR1 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A:</b> Zurich American Insurance Company</td> <td style="width: 20%; text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER B:</b> Endurance American Specialty Ins. Co.</td> <td style="text-align: center;">16535</td> </tr> <tr> <td><b>INSURER C:</b> Navigators Insurance Company</td> <td style="text-align: center;">41718</td> </tr> <tr> <td><b>INSURER D:</b> Berkley National Insurance Company</td> <td style="text-align: center;">42307</td> </tr> <tr> <td><b>INSURER E:</b></td> <td style="text-align: center;">38911</td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> Zurich American Insurance Company	<b>NAIC #</b>	<b>INSURER B:</b> Endurance American Specialty Ins. Co.	16535	<b>INSURER C:</b> Navigators Insurance Company	41718	<b>INSURER D:</b> Berkley National Insurance Company	42307	<b>INSURER E:</b>	38911	<b>INSURER F:</b>	
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<b>INSURER F:</b>													

**COVERAGES****CERTIFICATE NUMBER:** 1222531867**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO038116307	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP038116407	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B/C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ELD30021532400 GA22EXC8103211C	7/1/2022 7/1/2022	7/1/2023 7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC038116207	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment			MNP101598356	7/1/2022	7/1/2023	\$250,000 \$1,000 Limit Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*2nd Layer Excess Liability - Policy Number GA22EXC8103211C - \$5,000,000 Each Occurrence - \$5,000,000 Aggregate - \$0 Retention\*\*

Excess Liability policies exclude coverage for NY projects

Project: Fall Protection Assessment and Equipment.

George Mason University is included as Additional Insured with respect to General Liability Coverage where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

George Mason University  
 Purchasing Department  
 4400 University Drive  
 Mailstop 3C5  
 Fairfax VA 22030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name  
and logo are  
registered marks of  
ACORD

# MisoGE

UNIVERSITY

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

**RFP ADDENDUM NO. 3:**

Date: September 20, 2022  
Reference RFP #GMU-1833-23  
Title: Fall Protection Assessment and Equipment  
RFP Issued: August 10, 2022  
Proposal Due Date: September 8, 2022 @ 2:00 PM EST

The following changes are hereby incorporated into the aforementioned RFP:

1. In an effort to achieve maximum competition, proposals will now be accepted until October 4, 2022 @ 2:00 PM EST.

All other terms and conditions remain unchanged.

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

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

Name and Address of Firm: Co1? Ai'ION - \3lfl U. J CJ:/i Date: 0(7/,z\_..,  
Oti 5l "f.: VII 'Z:3<o:4 Title: y'L-fl'ectAl  
Fed ID No: 54-145 3ZZ5 Signatures: \_\_\_\_\_  
Email: fa:12.JC. Cr... q:z:rAC-,1.12, c.D"/ Phone: \_\_\_\_\_

Sincerely  
Regina Bazile  
Senior Buyer  
[rbazile@gmu.edu](mailto:rbazile@gmu.edu)

Purchasing Department  
George Mason University



Purchasing Department  
Mailing Address: 4400 University Drive, Mailstop 3C5  
Street Address: 4441 George Mason Boulevard, 4<sup>th</sup> Floor, Arlington, VA 22204  
Fairfax, VA 22030  
Voice: 703.993.2580 | Fax: 703.993.2589

## RFP ADDENDUM #1

August 25, 2022

Request for Proposal:  
Title:

GMU-1833-23  
Fall Protection Assessment and  
Equipment  
August 10, 2022  
George Mason University

RFP Data:  
For Delivery To:

The following changes are hereby incorporated into the aforementioned RFP:

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

- Answers to Questions submitted by the Question Submission Deadline on August 17, 2022:

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

1. **Question: Will this work take place at the main campus (Fairfax) only, or the entirety of campuses?**

**Answer:** The work will be on all Mason Campuses and respective buildings where Fall Protection services are currently installed or potential projects.

2. **Question: Is there an approximate total award amount per year?**

**Answer:** There is not an approximate award amount per year.

3. **Question: Is this a multi-year contract with escalation?**

**Answer:** Per Section X. HH of the RFP The contract will be for one (1) year from effective date of contract with four (4) successive one-year renewal option. If Mason 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.



**4. Question: Will travel time and expenses be handled separately, or doesthisneed to be included in the hourly rates?**

**Answer:** Describe how you propose to handlea,y travel or out-of-pocket expenses relatoo to provisi ans of these ices. Sped fically address expenses for resources basro in locatians near Mason. As pat of your offer (if travel reimbursement or travel fees'costs/expense are to be billoo) your organization must agree to accept to be reimbursed in occordance with Mason' s per diem polid es/requirements (GSA. per diem rates). Aeasedearly outlinea,y travel requirements/costs/expensesin your offer.

**Please sign and include this addendum aspart of your offer.**

In ComplicnceWith this RFPAndToAll The Conditions Imposed Tha-einAnd Ha-eby Incorporated By Refa-ence, The Unda-signed Offers And Agrees To Furnish The Goods'Servicesrequired by this RFP at the prices indicated in the prid ng schedule, c11d the unda-signed ha-eby certifies tha all information provided below c11d in c11y schedule ha-eto is true, correct, c11d complete.

Name c11d Address of Firm:

Date:9/13/2022

Industrial Turnaround Corporation

By:R. Bruce Simms

13141 N. Enon Church Road. Chester VA.23836

Title:Vice President- Specialty Se

Fed ID No: 54-1453225

Signatur—

Email: eric.clarke@itac.us.com

Phone: (804) 414-1274

Sincerely,  
Regina Bazile  
Salior Buyer  
rbazile@gmu.edu

Purchasing Depatment  
George Mason University