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



REQUEST FOR PROPOSALS GMU-1586-19

ISSUE DATE: April 17, 2019

TITLE: Electrical Repair Services and Preventive Maintenance (PM)
Services of Switchgears

PRIMARY PROCUREMENT OFFICER: Katherine Sirotin, Assistant Director, ksirotin@gmu.edu
SECONDARY PROCUREMENT OFFICER: Chi Nguyen, Senior Buyer, cnugyen@gmu.edu

MANDATORY PRE-PROPOSAL CONFERENCE: A Mandatory Pre-Proposal Conference is scheduled for May 09th, 2019 at 10AM. See Section XVI Item 12 for additional information regarding conference details.

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on May 16, 2019. Include the RFP number, GMU-1586-19 in the subject line of your email. Failure to do so may result in your question not being captured/included in the Q&A document. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on May 21, 2019.

PROPOSAL DUE DATE AND TIME: May 31, 2019 @ 2:00 PM EST. Hand deliver or mail proposals directly to the address above. Electronic submissions will not be accepted. A public opening will not be held. Late proposals will not be accepted.

Note: A return envelope is not being provided. It is the responsibility of the Offeror to ensure the proposal is submitted in a sealed envelope, box, container, etc. that clearly identifies the contents as a proposal submission in response to this Request for Proposal. See Section X Paragraph C herein. If delivering proposals by hand, deliver to the Purchasing Department located in Suite 4200 of Alan and Sally Merten Hall (Merten Hall), Fairfax Campus. [Campus Map](#). Office hours are 8:30AM to 5:00PM.

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

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

By: _____

Signature

Address: _____

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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

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

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

- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.
- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract 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 this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

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

- VII. SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>
- VIII. PERIOD OF PERFORMANCE:** One (1) year from date of award with four (4) successive one-year renewal options.
- IX. BACKGROUND:** The services are contemplated to supplement Mason's Facilities Department Electrical Shop for electrical repair services and preventive maintenance on switchgears. The current contractor is MC Dean, Inc. who was awarded a competitively solicited, cooperative contract on February 01, 2016 (Contract GMU-1286-16). GMU has spent \$114,017.38 with MC Dean in the last three (3) years.

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

Locations:

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

Campus Maps and Directions are available here: <http://www.gmu.edu/resources/welcome/Directions-to-GMU.html>

X. STATEMENT OF NEEDS:

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

Special Requirements/Contractor Requirements:

1. The Contractor shall provide sufficient personnel and equipment as necessary to perform work; including any testing equipment, reporting tools, and any/all Personal Protective Equipment (PPE) required for this type of work.
2. The Offeror should have performed/provided electrical services for the previous five (5) years on a continual basis following all NFPA 70 National Electrical Codes and other codes of authorities having jurisdiction.
3. The Offeror should be certified for confined spaces in accordance with rules and regulations of OSHA and shall have an active Class A Electrical and Class A Building Contractor's license issued by the Virginia Department of Professional and Occupational Regulation (DPOR) with appropriate specialties to provide the specified services.
4. The Contractor shall provide experienced, qualified, properly licensed/certified and properly trained personnel to perform the services required. The Contractor must be licensed by the Commonwealth of Virginia State Board of Contractors.
5. The Contractor should obtain all City, County, State approvals/permits necessary to provide service/do work, including but not limited to utility permits, welding (hot work) permits, building

permits, etc. and should bear the costs for obtaining these permits and provide copies of these permits to the GMU designated personnel.

6. The Contractor shall provide a cell phone for communications between their personnel on location and Mason's Contract Administrator or designee.
7. Offerors should have a flexible organization and be capable of performing multiple assignments (5 or more) simultaneously for emergency and non-emergency calls.
8. Offerors must have a minimum of five (5) licensed Journeyman Electricians and one (1) Master Electrician. Offerors must provide a complete list of field personnel who will be used to fulfill the terms of this contract: For each individual listed, provide the level of experience with documentation supporting their certification or licensure. Contractors will be required to maintain and provide to the University's Contract Administrator or designee and up-to-date Contractor's employee list throughout the life of the contract.

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

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

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

A. Requirements:

1. Contractor shall furnish all labor, tolls, and materials necessary to perform electrical services for all locations on an "as-needed" basis in accordance with the terms and conditions set forth herein.
2. Examples of types of electrical services are as follows, but are not limited to:
 - a. Installing conduit of all type, pulling wire, and installing motor controllers, power and lighting panels, outside parking lots lighting (which may require a bucket truck), lighting devices, motors, receptacles, switches, etc., using all types of wiring devices.
 - b. Installing power sources and pulling necessary cables for computers and related equipment.
 - c. Other minor electrical renovations and construction projects to install, repair, or replace.
 - d. Installing lighting retrofits of all types including LED fixtures, wall packs, and lamps.
 - e. All other electrical services not mentioned above.
3. All other, "as needed" electrical services shall be billed as time (labor hour) and material services. These services may include, but are not limited to the following:
 - a. Adjustments
 - b. Calibrations
 - c. Checks of all applicable parts and components.
 - d. Inspection and Testing
 - e. Diagnosis
 - f. Installation, repairs and replacements of broken/deficient components, parts, materials etc. for items such as:
 - i. Permanent or temporary generators including any necessary site work
 - ii. Switch gear including service entrance switches and other devices located within
 - iii. All new or replace conductors in existing conduit, both high and low voltage
 - iv. Conduit or race way
 - v. Motor starters or controllers
 - vi. Variable Frequency Drives
 - vii. Low voltage controls such as fire alarm, access controls, building automation systems, or other means of data transmission
 - viii. Existing equipment

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

4. The Contractor shall provide/perform all goods/services in accordance with the following:
 - a. NFPA Standards
 - b. Virginia OSHA Standards
 - c. Virginia Uniform Statewide Building Codes
 - d. National Electric Code (NEC)
 - e. State Fire Prevention Codes
 - f. UL Listings
 - g. Other authorities having jurisdiction as determined by the George Mason Project Manager according to the specific project.
 - h. And all other applicable federal and state laws, regulations and codes.
5. The Contractor should leave each service area in a neat, clean and orderly condition at no additional cost to George Mason. Clean up should include, but not be limited to the proper removal (from GMU property) and disposal of all parts containers, shipping crates, and used parts.
6. The Contractor should not perform work on equipment that, when energized, will have a potential voltage to ground or phase to phase over 500 volts. The Offeror should provide its proposed plan to address the general requirements as stated above with emphasis on the mandatory requirements.
7. Non-emergency unscheduled repair/ installation services and improvements/enhancements: a qualified technician is to be on site at the nature of the problem with forty-eight (48) hours of receiving the work request (via e-mail or telephone from the GMU designated personnel. Offerors shall indicate, on the Pricing Schedule (Attachment B), a contact person's name and telephone number for normal working hours, 8:00AM to 5:00PM (EST), Monday through Friday.
8. Emergency repair services: a qualified technician is to be on site at the nature of the problem within one (1) hour of receiving the work request (via telephone) from the GMU designated personnel during normal GMU operating hours and two (2) hours outside of normal GMU hours. Offeror's shall indicate, on the Pricing Schedule (Attachment B), a contact person's name and telephone number or have a voice mail paging system or answering service. Offerors using a voice mail system or answering service in lieu of a contact person shall be required to initiate a call back to the sender within 15 – 25 minutes.
9. Estimates, when requested, are to be returned within three (3) working days, unless a different time of return is mutually agreed upon by the Buyer, Contract Administrator, and Contractor. Estimates shall be furnished by the Contractor at no charge and are to be considered overhead costs to be included in the pricing provided in Attachment B.
 - a. Estimates must be detailed, outlining contract unit costs, including time and materials and if applicable, any equipment rentals/subcontractors. In addition, estimates must include the contract number at the top of the estimate.
 - b. Estimates will cover only quoted work; unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the University. Estimates shall be valid for acceptance by the University for no less than 30 days.

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

SOW #2.- Preventative Maintenance (PM) Services on Switchgears (All Campuses):

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

IR test.

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

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

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

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

1. All prices shall be F.O.B Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
2. Labor rates will be paid on the basis of productive time at the site. Regular working hours are 8:00AM through 5:00PM (EST), Monday through Friday. Overtime hours are defined as Monday through Friday, 5:00PM through 8:00AM (EST), weekends and holidays. The rate of overtime is compensated at one and one-half times the regular rate. George Mason's Holiday Schedule is available here:
http://hr.gmu.edu/benefits/leave/holiday_schedule.php?_ga=1.4465779.1907490890.1430502615
3. The Contractor may be required to provide materials, rental equipment, and/or subcontractors to fulfill the requirements of this contract. If the contractor provides materials, rental equipment and/or subcontractors, the compensation will be based on the actual cost of the materials, equipment or subcontractors. The Contractor shall invoice all materials, equipment rentals, or subcontracts, based on the actual cost of the materials, equipment or subcontractors and must provide suppliers invoices and receipts to substantiate costs to the University.
4. The Contractor shall not accept work which will require the use of a subcontractor without obtaining the approval of the Buyer and the Contract Administrator and agreement to the payment terms for the subcontractor's services. If specialized equipment or materials are required the rental or material costs must include any operator, driver, user fees. No additional costs of any kind will be allowed.
5. The Contractor shall make every attempt to obtain the lowest price for materials, rentals, equipment, etc. Invoices which include materials costs and equipment rental charges shall be accompanied by copies of suppliers' invoices and/or receipts to substantiate costs to the contractor. If a subcontractor is approved by the University and used, the contractor shall submit the actual cost of the subcontractor with the contractor's invoice.
6. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Buyer. Upon receipt of the Contractor's request, the County shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
7. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the University's Buyer. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via County Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The University's Buyer may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. **RFP Response.** In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit **one (1)** signed original hardcopy (paper) of the entire proposal including all attachments and proprietary information and **four (4)** extra hardcopies (paper) including all attachments and proprietary information. **A total of five (5) hardcopies must be submitted (1 original copy for the file and 4 copies to be distributed to the committee).** In addition, the Offeror shall submit one (1) complete signed copy of the original proposal including all attachments and proprietary information, on CD, thumb drive or other electronic device. If proposal contains proprietary information, then submit two (2) CD's, thumb drive or other electronic device; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2e below for further details). The Offeror shall make no other distribution of the proposals.
 - a. 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.
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. Each hardcopy of the proposal should be bound in a single volume where practical. The original hard copy proposal must be clearly marked on the outside of the proposal. All documentation submitted with the proposal should be bound in that single volume.
 - d. 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.
 1. A WORD version of this RFP will be provided upon request.
 - e. 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 electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*
IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated

as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations are tentatively scheduled for the week of June 17, 2019. Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the contractor's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete
- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to 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 - Vendor Data Sheet.
 - c. Return Attachment B – Pricing Schedule
 - d. If you intend to make any changes/redlines to Attachment C – Standard Contract please submit this with your proposal so they can be reviewed.
 - e. State your payment preference in your proposal response. (See section XV.)
 2. General firm background and information:
 - a. Provide a background and a brief history of your firm.
 - b. Describe your firm's specialty areas, and their size.
 - c. Describe your firm's location and organization structure. Provide additional detail related to offices likely to serve Mason.
 - d. Describe any impending changes in your organization that could impact delivery of services.
 3. Specific Plan (Methodology): Provide a Statement of Work that describes the tasks and processes that will be performed, the methodologies and techniques that will be used, and the personnel and non-personnel resources that will be applied to achieve the overall contract objectives, specifically the switch gear preventive maintenance tasks, and the functional results specified in Section IV. The Statement of Work will describe the work requirements proposed by the offeror to successfully meet the specified contract requirements.
 4. Qualifications and Experience:
 - a. Management and Quality Program: The Offeror is responsible for establishing effective management controls in the performance of the contract. Submit a written narrative stating how the Offeror plans to accomplish work listed in the General Requirements Section. Offeror's proposal must include the following:
 - b. History: Include a brief history of the company and its services to institutions of higher education similar in enrollment size to George Mason University or organizations similar in size and area to George Mason University. List the names of equivalent institutions or organizations and the number of years contracted to perform services required in this Request for Proposal. Do not list more than three institutions.
 - c. Organization: An organizational chart highlighting all positions and/or employees that would be assigned to the University's account. Provide description of each individual's position, involvement and the approach to complete service. Provide resumes/certifications for all operational staff.
 5. References: No fewer than three (3) that demonstrates the Offeror's qualifications preferably from other comparable higher education institutions your firm is/has provided services with which are similar in size

and scope to that which has been described herein.

- a. Provide references on no more than three (3) relevant active contracts (minimum contract period: one year) or completed contracts within the last three (3) years. Relevant contracts are defined as contracts for services of the same size and scope contemplated herein. The university will focus on information that demonstrates quality of performance relative to the size and complexity of the contract. For each reference provide a brief description of the scope of the contract and state why the contract is relevant. Offerors should identify problems, weaknesses and/or deficiencies in the performance of the contracts given as references and their processes, corrective actions or method of problem solving resolution used to correct the weaknesses or deficiencies. For each reference provide the following information about each contract.
 - i. Name and address of contracting activity to which service is/was provided
 - ii. Contract Number
 - iii. Contract Title
 - iv. Contract Type
 - v. Original contract amount and current (or ending) contract amount.
(explain reasons for any difference)
 - vi. Contracting officials' names, telephone numbers
 - vii. Contract Level (Prime or Subcontract)
 - viii. Award Date
 - ix. Contract completion/projected completion date
- b. Provide a list of any active contract(s) terminated within the past five (5) years for other than convenience of the owner. If none, state.

6. Pricing Schedule/Pricing Form: Submit Attachment B.

7. Offerors must also include the following with their proposal:

- a. Copy of Contractor's License and Master Electrician License, issued by the State of Virginia Board for Contractors.
- b. Offerors must provide a complete list of field personnel who will be used to fulfill the terms of this contract: For each individual listed, provide the level of experience and title (i.e. Journeyman electrician, electrician helper, master electrician, etc.) with documentation supporting their certification or licensure. Contractors will be required to maintain and provide to the University's Contract Administrator or designee and up-to-date Contractor's employee list throughout the life of the contract.

C. IDENTIFICATION OF THE PROPOSAL ENVELOPE: **Return envelopes are not being provided. It is the responsibility of the Offeror to clearly mark submission envelopes identifying the contents as a response to this Request For Proposal as follows:**

FROM: Name of Offeror _____ Due Date/Time: **May 31st, 2019 at 2:00PM**

Street or Box Number _____ RFP Number: **GMU-1586-19**

City, State, Zip Code _____ RFP Title: **Electrical Repair Services & PM Services on Switchgears**

Name of Procurement Officer or Buyer: **Katherine Sirotin, Assistant Director, Purchasing**

The envelope or package should be addressed to the Issuing Agency as directed on Page 1 of the solicitation. If a proposal is mailed, the Offeror takes the risk that the envelope/package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bid/proposal should be placed in the envelope.

XIII. 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.	Specific Plan (Methodology).	25
2.	Experience/Qualifications.	25
3.	Prices Offered	25
4.	References	20
5.	Vendor is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	5
Total Points Available:		100

- B. **AWARD:** Following the initial scoring by the evaluation committee, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which vendors 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.*).

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

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

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVI. 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 – GMU-1586-19 (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).

- 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. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. 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 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.
- 3. 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.
- 4. 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.
- 5. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____

License # _____ Type _____

Subcontractor Name: _____

License # _____ Type _____

- 6. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- 7. CONTINUITY OF SERVICES:
 - i. 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:
 - To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - 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
 - That the Mason Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- ii. The Contractor shall, upon written notice from the Contracting 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 Contract Officer's approval.
- iii. 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) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase out work fees must be approved by the Contractor Officer in writing prior to commencement of said work.
- 8. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- 9. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- 10. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
- 11. LATE PROPOSALS: To be considered, proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation.

Offerors are responsible for the delivery of the proposal and if using U.S. Mail or a delivery service should ensure that the proposal is addressed properly. Proposals are due at 2:00PM on the date specified on the cover page of this solicitation. The Purchasing Department will contact the Offeror to arrange for pick up or destruction of the late proposal. The official time used in receipt of proposals shall be the time on the automatic time stamp machine of Mason's Purchasing Office, address and location on cover page of solicitation.

George Mason University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

- 12. MANDATORY PREBID/PREPROPOSAL CONFERENCE & SITE VISIT: A mandatory prebid/preproposal conference and site visit will be held on May 9th, 2019 at 10:00AM EST at the Facilities Management Building (Building 21 on the attached map – Attachment D) Conference Room 6. The Facilities Management building is located at 10398 Rivanna River Way, Fairfax, VA 22030. The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders/offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a bid/proposal. Bids/Proposals will only be accepted from those bidders/offerors who are represented at this prebid/preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 10:10AM.

Please note that classes are in session and that there may be various road closures or traffic delays due to events and construction on campus. It is strongly advised that you arrive twenty to thirty

minutes early in order to find and pay for parking, and give yourself ample time to walk from the parking lot or garages to the Facilities Management Building. Site visit attendees will be taken on campus to the appropriate location for the site visit.

NOTE: Parking is limited in front of the Facilities Buildings and you may only park in spaces marked "Visitor" and you must obtain a parking pass from the receptionist at the front desk in the Facilities Administration Building (Building 19 on the attached map) in order to park in those spaces. There are also "pay to park" parking garages, Rappahannock River Parking Deck (Building 41 on the attached Map) and Shenandoah Parking Deck (Building 42 on the attached map), where visitors may pay to park and walk from the garages to the Facilities Management Building. We highly recommend leaving yourself at least thirty (30) minutes to find parking, walk to the building, and get to the conference room. The vendor will be responsible for any parking fees, ticketing from incorrect parking, or towing that results from improper parking. The purpose of this conference is to allow potential bidders/ an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

13. 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.
14. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
15. RENEWAL OF CONTRACT: This contract may be optionally renewed by Mason for four (4) successive one-year periods, or as negotiated, under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - a. If the Commonwealth 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.
 - b. If during any subsequent renewal periods, the Commonwealth 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.
16. 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.
17. SUBCONTRACTS: **No portion of the work shall be subcontracted without prior written consent**

of Mason’s Purchasing office. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Mason’s Purchasing office the names, qualifications, criminal background checks 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 the contract.

18. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The Contractor shall extend any special educational or promotional sale prices or discounts immediately to Mason. Such notice shall also advise the duration of the specific sale or discount price.
19. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
20. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth’s satisfaction at the contractor’s expense.

XVII. RFP SCHEDULE (Subject to Change):

Issue RFP:	04/18/2019
Advertise in Washington Post:	04/19/2019
Mandatory Pre-Proposal Conference	05/09/2019 at 10:00AM
Question submission date:	05/16/2019 by 4:00 PM
Responses posted:	05/21/2019 by 4:00 PM
Proposals Due Date:	05/31/2019 @ 2:00 PM
Proposals to Committee:	06/04/2019
Proposals Reviewed & Scored:	06/04/2019 – 06/14/2019
Scores to Purchasing:	06/14/2019
Oral Presentations (if required):	Week of 06/17/2019
Negotiations, Best and Final:	Week of 06/17/19
Anticipated Award:	07/01/2019

ATTACHMENT A
VENDOR DATA SHEET
TO BE COMPLETED BY OFFEROR

1. **QUALIFICATION OF OFFEROR:** The Offeror certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of service:

Type of Business: _____ Years _____ Months

3. **BUSINESS STATUS:**

A. Type of organization (circle one):

Individual
Sole Proprietor

Partnership
Government

Corporation
Other (explain)

B. Category (circle one):

Manufacturer/Producer
Service Establishment
Other (explain)

Mfg.'s Agent
Distributor

Retailer
Wholesaler

C. Status: If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number _____. For certification assistance, please visit <http://www.sbsd.virginia.gov/>. (Please check all applicable classifications. Must be certified with **VIRGINIA SBSB** to qualify)

_____ (MB) MINORITY OWNED. "Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

_____ (WB) WOMAN OWNED. "Women-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

_____ (SB) SMALL BUSINESS: "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the _____ previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

_____ LARGE BUSINESS

I certify the accuracy of this information.

Signed: _____ Title: _____

Printed Name: _____ Date: _____

ATTACHMENT B
PRICING SCHEDULE
TO BE COMPLETED BY OFFEROR

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

Labor Rate –After Hours - 5:00PM to 8:00AM, Mon. through Fri., Weekends and Holidays

4.	Journeyman – After Hours	HR	\$ _____
5.	Apprentice/Helper – After Hours	HR	\$ _____



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

ATTACHMENT C – SAMPLE CONTRACT

GMU-1586-19

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 _____ 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 electrical repair services on an “as-needed” basis and preventative maintenance (PM) services on an estimated twenty-five (25) switch gears every year for George Mason University as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** One base year from date of contract execution with four (4) optional one-year renewals.
- 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 Administrators 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. RFP No. GMU-GMU-1586-19, in its entirety (incorporated herein by reference);
 - C. Contractor’s proposal dated XXXXXX (incorporated herein by reference);
 - D. Negotiation Responses 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 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and in particular § [23.1-1003](#) of the Restructuring Act (“Memoranda of Understanding”), 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
- 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 vendor.
- C. ANTITRUST: By entering into a 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 said 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 agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 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 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 and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. 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. 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*.
- K. 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.
- L. COMPLIANCE WITH LAW: All goods and services provided to Mason 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.
- M. 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.
- N. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- O. 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.
- P. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- Q. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a

drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with this Contract awarded to Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- R. 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.
- S. 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:
 - (i) notify Mason (by sending an email to export@gmu.edu), and
 - (ii) 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.
- T. FORCE MAJEURE: Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- U. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
- V. 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.
- W. 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 the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

- X. 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.
- Y. 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, Workers' Compensation, and Commercial Automobile Liability Insurance.
- Z. 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.
- AA. 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).
- BB. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- CC. 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.
- DD. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- EE. RENEWAL OF CONTRACT: This Contract may be renewed by the University for four (4) one year renewal options under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the “services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “services” category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- FF. 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/>.”
- GG. 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.
- HH. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- II. 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.
- JJ. 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.
- KK. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.
- LL. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- MM. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth’s satisfaction at the contractor’s expense.

Contractor Name Here
By:

 Signature

 Date

Name: _____

Title: _____

George Mason University

By:

Signature

Date

Name: _____

Title: _____