



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

### STANDARD CONTRACT GMU-1586-19-02

This Contract entered on this 19th day of July by AES Electric DBA Freestate Electrical Service Company, hereinafter called "Contractor" (located at 13335 Mid Atlantic Blvd. Laurel, MD 20708) 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 "as needed" Electrical Repair Services and Preventive Maintenance (PM) Services of Switchgears for George Mason University as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** One year from date of contract execution with four (4) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** Per Freestate Electrical Service Company Best and Final Offer Dated June 27, 2019:

#### PRICING SCHEDULE

<b>Labor and Equipment Rates</b>			
Enter hourly rates for labor services used in performing all work which may be required during the period of the contract. Labor rates shall be paid on the basis of <b>Time on the Job Site</b> . Labor rates shall include all direct and indirect costs such as transportation, G&A, contract supervision, and profit, etc.			
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.			
<b>INVOICES WHICH INCLUDE MATERIALS COSTS AND EQUIPMENT RENTAL CHARGES SHALL BE ACCOMPANIED BY SUPPLIERS INVOICES TO SUBSTANTIATE COSTS TO CONTRACTOR.</b>			
<b>1. Electrical Repair Services (including "As-Needed" Repairs and Emergency Repair/Installation Services)</b>			
<b>Labor Rates – Regular time – 8:00AM to 5:00PM, Monday through Friday – Straight Time</b>			
1.	Service Electrician Foreman w/ Truck & small tools – Straight Time	HR	<u>\$110.00</u>
2.	Service Electrician Foreman w/small tools – Straight Time	HR	<u>\$102.00</u>
3.	Service Electrician (Mechanic) – Straight Time	HR	<u>\$96.00</u>
4.	Service Electrician Apprentice – Straight Time	HR	<u>\$78.00</u>
5.	FIRE ALARM TECHNICIAN w/ TRUCK & small tools – Straight Time	HR	<u>\$121.00</u>
6.	FIELD SUPERVISOR (Manager) – Straight Time	HR	<u>\$128.00</u>
7.	GENERATOR SERVICE TECHNICIAN – Straight Time	HR	<u>\$120.00</u>

8.	DELIVERY DRIVER & VEHICLE – Straight Time	HR	\$68.00
9.	Critical Power - Testing Technician – Straight Time	HR	\$114.00
10.	Data/Comm/Security Foreman w/ Truck & Small tool – Straight Time	HR	\$87.00
11.	Data/Comm/Security Technician – Straight Time	HR	\$77.00
12.	Data/Comm Apprentice – Straight Time	HR	\$63.00
13.	BUCKET Van (29') w/electrician – Straight Time	HR	\$127.00
14.	BUCKET Truck (45') w/mtl. handling capability w/electrician – Straight Time	HR	\$140.00
15.	PROJECT ENGINEER / MANAGER – Straight Time	HR	\$128.00
16.	Thermographer-Infra-Red Scanning (hourly) – Straight Time	HR	\$190.00
17.	Thermographer-Infra-Red Scanning (per day)	PER DAY PER ½ DAY	\$1400.00/DAY \$850.00/HALF DAY

**Labor Rate –After Hours - 5:00PM to 8:00AM, Mon. through Fri., Sat. – Time & ½**

1.	Service Electrician Foreman w/ Truck & small tools – Time & ½	HR	\$160.00
2.	Service Electrician Foreman w/small tools - Time & ½	HR	\$147.90
3.	Service Electrician (Mechanic) - Time & ½	HR	\$139.00
4.	Service Electrician Apprentice - Time & ½	HR	\$115.00
5.	FIRE ALARM TECHNICIAN w/ TRUCK & small tools - Time & ½	HR	\$175.00
6.	FIELD SUPERVISOR (Manager) - Time & ½	HR	\$186.00
7.	GENERATOR SERVICE TECHNICIAN - Time & ½	HR	\$169.00
8.	DELIVERY DRIVER & VEHICLE – Time & ½	HR	\$95.00
9.	Critical Power - Testing Technician – Time & ½	HR	\$165.00
10.	Data/Comm/Security Foreman w/ Truck & Small tool – Time & ½	HR	\$126.00
11.	Data/Comm/Security Technician – Time & ½	HR	\$112.00
12.	Data/Comm Apprentice – Time & ½	HR	\$91.00
13.	BUCKET Van (29') w/electrician – Time & ½	HR	\$178.00
14.	BUCKET Truck (45') w/mtl. handling capability w/electrician – Time & ½	HR	\$196.00
15.	PROJECT ENGINEER / MANAGER – Time & ½	HR	\$191.00
16.	Thermographer-Infra-Red Scanning	HR	\$247.00

	(hourly) – Time & ½		
<b>Labor Rate –After Hours - 5:00PM to 8:00AM, Sundays &amp; Holidays – Double Time</b>			
1.	Service Electrician Foreman w/ Truck & small tools – Double Time	HR	\$209.00
2.	Service Electrician Foreman w/small tools - Double Time	HR	\$194.00
3.	Service Electrician (Mechanic) - Double Time	HR	\$182.00
4.	Service Electrician Apprentice - Double Time	HR	\$150.00
5.	FIRE ALARM TECHNICIAN w/ TRUCK & small tools - Double Time	HR	\$224.00
6.	FIELD SUPERVISOR (Manager) - Double Time	HR	\$237.00
7.	GENERATOR SERVICE TECHNICIAN - Double Time	HR	\$229.00
8.	DELIVERY DRIVER & VEHICLE – Double Time	HR	\$116.00
9.	Critical Power - Testing Technician – Double Time	HR	\$211.00
10.	Data/Comm/Security Foreman w/ Truck & Small tool – Double Time	HR	\$161.00
11.	Data/Comm/Security Technician – Double Time	HR	\$142.00
12.	Data/Comm Apprentice – Time & ½	HR	\$117.00
13.	BUCKET Van (29') w/electrician -- Double Time	HR	\$216.00
14.	BUCKET Truck (45') w/mtl. handling capability w/electrician – Double Time	HR	\$238.00
15.	PROJECT ENGINEER / MANAGER – Double Time	HR	\$244.00
16.	Thermographer-Infra-Red Scanning (hourly) – Double Time	HR	\$314.00

- V. **CONTRACT ADMINISTRATION:** Steven Pulis, Facilities Services Manager, Facilities Management, 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:** Net30: Payment shall be made 30 days from the date a valid invoice is received at [acctpay@gmu.edu](mailto:acctpay@gmu.edu) or the date of receipt of goods or services; whichever is later. Invoices must include a purchase order# to be considered valid.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
- This signed form;
  - RFP No. GMU-1586-19 in its entirety (incorporated herein by reference);
  - Contractor's proposal dated May 31, 2019 (incorporated herein by reference);
  - Negotiation Responses dated June 26, 2019 (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. 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 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 and their employees coming on to 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 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. **CHANGES TO THE CONTRACT:** Changes can be made to any resulting contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the 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 the contract.
  2. George Mason University may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the 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. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University 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 George Mason University's right to audit the contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the 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. The contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have the right to audit the records of the 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 George Mason University within thirty (30) days from the date of receipt of the written order from George Mason University. 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 George Mason University or with the performance of the contract generally.

- K. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
  3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
  4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. **COLLECTION AND ATTORNEY'S FEES:** The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. **COMPLIANCE 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.
- N. **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.
- O. **CONTRACTOR'S MATERIAL, EQUIPMENT & SUBCONTRACTOR COSTS:** 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. Invoices which include materials costs and equipment rental charges shall be accompanied by suppliers' invoices to substantiate costs to contractor.
- A. **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.
- B. **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.
- C. **DEFAULT:** In the case of failure to deliver goods or services in accordance with any resulting contract terms and conditions, George Mason University, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in

addition to any other remedies which George Mason University may have.

- D. **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
- E. **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 Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a 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 this Contract.

- F. **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.

- G. **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).

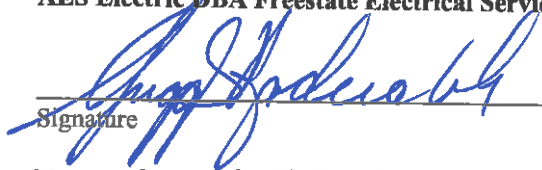
- H. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

- I. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **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).
- P. **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.



- Q. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- R. **RENEWAL OF CONTRACT:** This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "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.
- S. **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/>.
- T. **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.
- U. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- V. **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.
- W. **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.
- X. **WAIVER:** The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.
- Y. **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.
- Z. **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.

**AES Electric DBA Freestate Electrical Service Company    George Mason University**

  
Signature \_\_\_\_\_

Name: Gregg S. Kaderabek

Title: Vice President

Date: August 12, 2019

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Freestate

Electrical Service Company

13335 Mid Atlantic Blvd.

Laurel, Maryland 20708

(301) 595-0665 Fax (301) 595-5120

## E-Mail / Faxed T&M PROPOSAL

Please deliver the following 1 page(s) to:

NAME: RFP GMU- 1586-19

e-mail: \_\_\_\_\_

COMPANY: George Mason University

Phone No: \_\_\_\_\_

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

This information was sent by:

Today's Date: 27-Jun-2019

Time: 11:29 AM

NAME: Robert Martin

e-mail: rmartin@freestateelectric.com

COMPANY: Freestate Electrical Service Company

Phone No: 301-595-0665 Fax No.: \_\_\_\_\_

If you do not receive the number of pages noted above, please call the sender at (301) 595-0665.

JOB NAME: George Mason University - GMU- 1586-19

BASE BID: Job Classifications and Rates - TIME AND MATERIAL BASIS

	ABBREVIATION	STRAIGHT TIME	1	2
			TIME & 1/2	SUN. & HOL. DBL TIME
<b>Labor Rates:</b> Service Electrician Foreman w/ Truck & small tools	<b>SF W/T</b>	\$110.00	\$160.00	\$209.00
Service Electrician Foreman w/small tools	<b>SF</b>	\$102.00	\$147.90	\$194.00
Service Electrician (Mechanic)	<b>SM</b>	\$96.00	\$139.00	\$182.00
Service Electrician Apprentice	<b>AP</b>	\$78.00	\$115.00	\$150.00
FIRE ALARM TECHNICIAN w/ TRUCK & small tools	<b>F/A Tech WT</b>	\$121.00	\$175.00	\$224.00
FIELD SUPERVISOR (Manager)	<b>FM</b>	\$128.00	\$186.00	\$237.00
GENERATOR SERVICE TECHNICIAN	<b>GST</b>	\$120.00	\$169.00	\$229.00
DELIVERY DRIVER & VEHICLE	<b>DEL. TRK.</b>	\$68.00	\$95.00	\$116.00
Critical Power - Testing Technician	<b>CP Tech.</b>	\$114.00	\$165.00	\$211.00
Data/Comm/Security Foreman w/ Truck & Small tools	<b>DCF W/T</b>	\$87.00	\$126.00	\$161.00
Data/Comm/Security Technician	<b>DCT</b>	\$77.00	\$112.00	\$142.00
Data/Comm Apprentice	<b>DC APP</b>	\$63.00	\$91.00	\$117.00
BUCKET Van (29') w/electrician	<b>BUCKET Van/Elec.</b>	\$127.00	\$178.00	\$216.00
<sup>3</sup> BUCKET Truck (45') w/mtl. handling capability w/electrician	<b>BUCKET Truck/Elec.</b>	\$140.00	\$196.00	\$238.00
PROJECT ENGINEER / MANAGER	<b>PROJ.MNGR.</b>	\$128.00	\$191.00	\$244.00
<sup>4</sup> Thermographer-Infra-Red Scanning (hourly)	<b>Thermgrphr</b>	\$190.00	\$247.00	\$314.00
<sup>4</sup> Thermographer-Infra-Red Scanning (per day)		\$1400.00 - Day, \$850 - 1/2 Day		

**MATERIAL:** COST PLUS 10% OVERHEAD PLUS 10% PROFIT

**EFFECTIVE:** EFFECTIVE - 1 Calander Year From Date Of Award

**COMMENTS:** 1-1/2 times after 8 hours daily and Saturdays

2 Sunday & Holidays(New Years, Inauguration Day, M.L.King Birthday, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day).

3 Minimum 4-hour, billing portal to portal

4 Prices for Thermographer only additional help available for cover removals. Thermographer is Qualified Electrician. Includes Reports

**EXCLUDES:** Parking, Permit and Inspection Fee's. Any Drawings or engineering possibly required for the local authorities.

We appreciate the opportunity to provide you with this quote and have attempted to present you with a complete scope of work based on what will be required for a complete installation. Should you require any clarification or additional information, please contact the sender.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMAN LIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS AND DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO, AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKMAN'S COMP. INSURANCE

NOTE: This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted

SIGNATURE: \_\_\_\_\_

DATE OF ACCEPTANCE: \_\_\_\_\_