

GEORGE MASON UNIVERSITY

INVITATION FOR BID

GMU – 1640 – 20

NATURAL GAS SERVICES CONTRACT

PURCHASING DEPARTMENT
4400 UNIVERSITY DRIVE
MAILSTOP 3C5
FAIRFAX, VA 22030

ATTENTION:

PRIMARY PROCUREMENT OFFICER: CHI NGUYEN, SENIOR BUYER

SECONDARY PROCUREMENT OFFICER: KATHERINE SIROTIN, ASST DIR OF PURCHASING

Submitted By:

STAND ENERGY CORPORATION

SINCE 1984

Dear Mr. Nguyen:

Stand Energy Corporation is proud to submit the following quote in response to the INVITATION FOR BID GMU-1640-20. Stand Energy Corporation has successfully supplied hundreds of end users with reliable natural gas service in the Commonwealth of Virginia since 1995.



Sincerely,

A handwritten signature in blue ink that reads "Judith Phillips". The signature is fluid and cursive, with the first name "Judith" and last name "Phillips" clearly legible.

Judith Phillips

President

TYPE OF BUSINESS:

-  **Small business** – An independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of \$10 million or less averaged over the previous three years. Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) certified women-owned and minority-owned business shall also be considered small business when they have received SBSD small business certification.
-  **Women-owned business** – A business concern 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 non-citizens who are in full compliance with the United States immigration law, and both the management and daily business operations are controlled by one or more women who are U. S. citizens or legal resident aliens.

VIII. Proposal

A. Specific Requirement

1. Natural Gas Supplier

1.a. Delivery Location: The delivery location shall be at the interconnect of Washington Gas & Light (WGL) and Columbia Gas Transmission as well as Transco Natural Gas Pipeline

1.b. Volume: SEC shall make available all of George Mason University natural gas requirements. SEC understands that the University's usage will fluctuate with weather conditions and as such will monitor demand and communicate with stakeholders projected requirement on a seasonal, monthly and daily basis.

1.c. Contract Term: SEC is open to negotiate contract term to meet the University's short, medium- and long-term requirements

1.d. Price: The Commodity cost for all delivered natural gas shall be as follows:

A- Commodity settle price for the delivering month as published by Gas Daily

B- Transportation costs as approved by the Federal Energy Regulatory Commission published in the delivering pipeline tariff

1.e. Available Assets: SEC will make available the following assets:

A- Columbia Gas Transmission and Transco Pipeline capacity

B- Storage capacity

C- Producing wells rights with dedicated delivery points

D- Call on newly available Capacity options when pipeline projects

E- Call on in-state renewable and sustainable certified landfill gas

1.f. Anticipated Credit Requirements: None.

1.g. Financial Health of the Supplier: SEC has a very strong financial standing. SEC has been in business since 1984, and for over 35 years has managed its finances with prudence and diligence, and therefore has earned stellar ratings and respect from its business partners, suppliers and most importantly its Customers

2. Fuel Management

2.a. Experience: SEC's prowess in the natural gas delivery sector is built around its Gas Operations Team. On average, the Team's members have logged eighteen years in gas delivery management in all segments of the delivery process, including production, storage and balancing. Additionally, SEC has an in-house team capable of designing fuel solutions that would include other fuels as part of a comprehensive solution which maximizes reliability and increases use of renewable energy.

2.b. Resources to Support: SEC will allocate the following personnel:

A- Gas Ops Team Member on call-24/7

B- An account representative to review the University's program on a daily basis

C- A cross-fueling expert to assist the University in matters regarding back-up, best fuel used strategy and sustainable fuel programs such as landfill gas.

D- In the event that the University is in need to off-set its carbon emission, SEC has the capability to provide the University with offset solutions

2.c. Pricing: SEE ATTACHEMENT

2.d. Balancing Capabilities: Due the assets in SEC's portfolio, SEC can provide the University a 100% swing in demand.

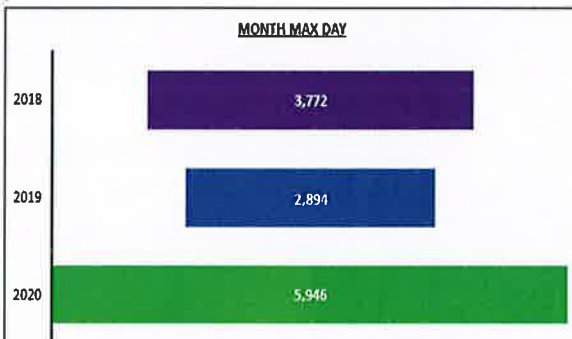
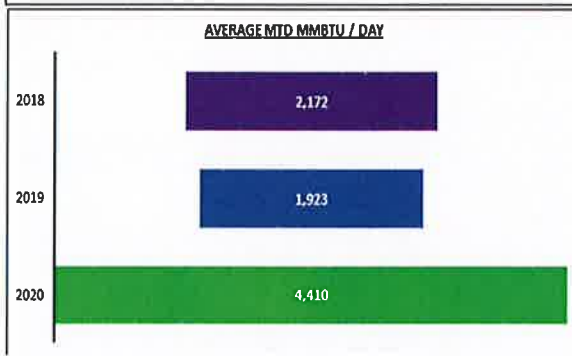
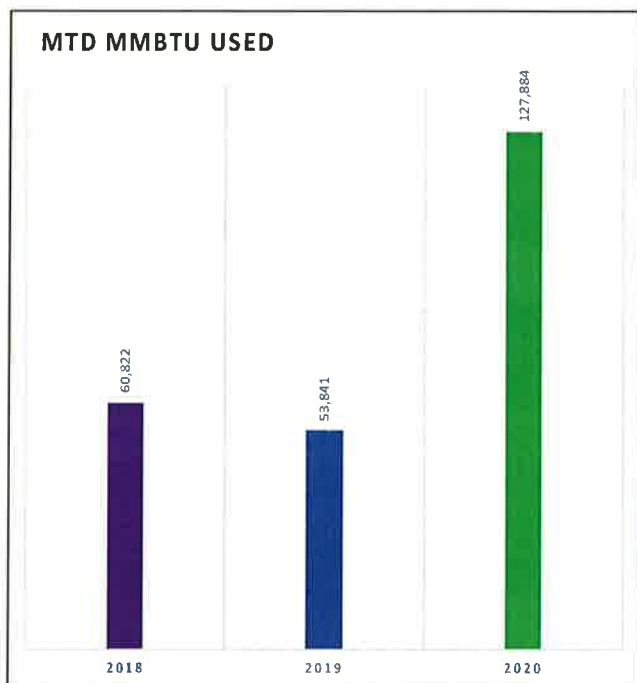
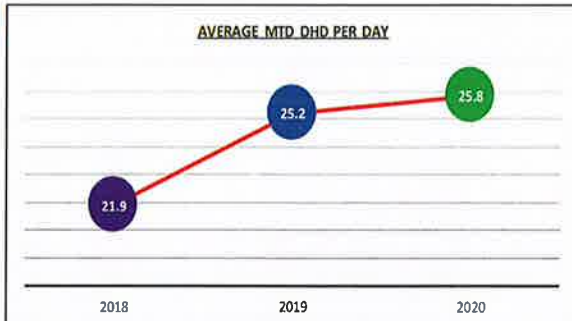
3. Sample of Monthly Report(s)

3.a.

YEAR	DAYS	DHD	MMBTU	MAX DAY	STEAM / HR	Co2MTe
2018	28	613	60,822	3,772	81,939	3,328
2019	28	706	53,841	2,894	72,253	2,946
2020	29	749	127,884	5,946	165,698	6,998
3-YR AVG	28	689	80,849	4,204	106,630	4,424

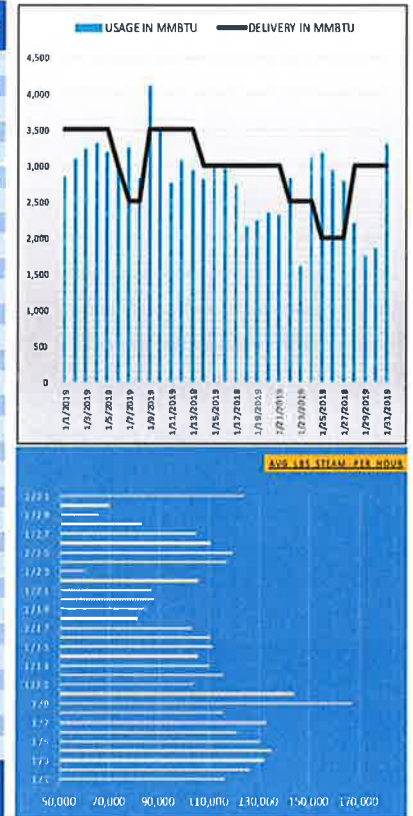
METRIC	2018	2019	2020	3-YR AVG
DHD / DAY	21.9	25.2	25.8	24.3
MMBTU / DAY	2,172	1,923	4,410	2,853
MAX DAY	3,772	2,894	5,946	2,878
YOY Co2MTe		-11%	138%	58%

FEBRUARY



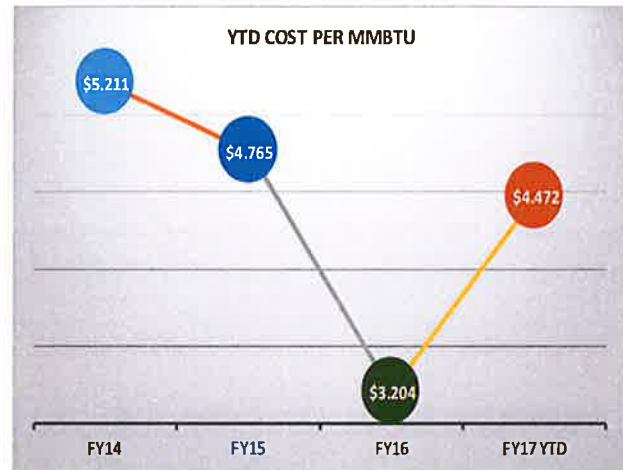
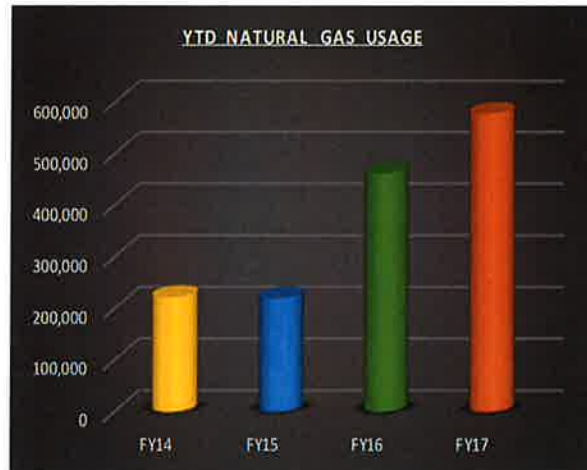
3.b

MONTH		January-19												
READ DAY AT 10AM EASTERN	GAS DAY	HQD	MMBTU / HQD	USAGE IN MCF	BTU FACTOR	MMBTU / HR	AVG LBS STEAM PER HOUR	USAGE IN MMBTU	DELIVERY IN MMBTU	DAILY IMBALANCE	CUM USAGE	CUM DELIVERY	CUM VAR	VAR %
Wednesday, January 2, 2019	1/1/2019	15	190	2,697	1.0590	119	116,531	2,856	3,500	18%	2,856	3,500	644	23%
Thursday, January 3, 2019	1/2/2019	26	119	2,918	1.0590	129	126,044	3,090	3,500	12%	5,946	7,000	1,054	18%
Friday, January 4, 2019	1/3/2019	26	124	3,054	1.0590	135	131,924	3,234	3,500	8%	9,180	10,500	1,320	14%
Saturday, January 5, 2019	1/4/2019	28	118	3,125	1.0590	138	135,013	3,309	3,500	5%	12,489	14,000	1,511	12%
Sunday, January 6, 2019	1/5/2019	23	139	3,015	1.0590	133	130,243	3,193	3,500	9%	15,682	17,500	1,818	12%
Monday, January 7, 2019	1/6/2019	20	148	2,799	1.0590	123	120,903	2,964	3,000	1%	18,645	20,500	1,855	10%
Tuesday, January 8, 2019	1/7/2019	27	121	3,074	1.0590	136	132,810	3,255	2,500	-30%	21,901	23,000	1,099	5%
Wednesday, January 9, 2019	1/8/2019	19	149	2,671	1.0590	118	115,399	2,829	2,500	-13%	24,730	25,500	770	3%
Thursday, January 10, 2019	1/9/2019	32	128	4,029	1.0175	171	167,247	4,100	3,500	-17%	28,829	29,000	171	1%
Friday, January 11, 2019	1/10/2019	44	80	3,330	1.0590	147	143,852	3,526	3,500	-1%	32,355	32,500	145	0%
Saturday, January 12, 2019	1/11/2019	38	73	2,612	1.0590	115	103,933	2,766	3,500	21%	35,121	36,000	879	3%
Sunday, January 13, 2019	1/12/2019	37	83	2,903	1.0590	128	115,458	3,074	3,500	12%	38,196	39,500	1,304	3%
Monday, January 14, 2019	1/13/2019	38	77	2,766	1.0590	122	110,057	2,929	3,500	16%	41,125	43,000	1,875	5%
Tuesday, January 15, 2019	1/14/2019	36	78	2,762	1.0590	117	105,747	2,814	3,000	6%	43,939	46,000	2,061	5%
Wednesday, January 16, 2019	1/15/2019	38	78	2,911	1.0170	123	111,244	2,961	3,000	1%	46,900	49,000	2,100	4%
Thursday, January 17, 2019	1/16/2019	38	78	2,852	1.0330	123	110,685	2,946	3,000	2%	49,845	52,000	2,155	4%
Friday, January 18, 2019	1/17/2019	36	76	2,653	1.0350	114	103,164	2,746	3,000	8%	52,591	55,000	2,409	5%
Saturday, January 19, 2019	1/18/2019	30	72	2,095	1.0330	90	81,267	2,164	3,000	28%	54,755	58,000	3,245	6%
Sunday, January 20, 2019	1/19/2019	29	77	2,162	1.0340	93	83,999	2,236	3,000	25%	56,991	61,000	4,009	7%
Monday, January 21, 2019	1/20/2019	39	60	2,270	1.0310	97	87,920	2,340	3,000	22%	59,330	64,000	4,670	8%
Tuesday, January 22, 2019	1/21/2019	54	43	2,236	1.0340	96	86,886	2,312	3,000	23%	61,643	67,000	5,357	9%
Wednesday, January 23, 2019	1/22/2019	41	65	2,730	1.0310	117	105,764	2,815	2,500	-13%	64,457	69,500	5,043	8%
Thursday, January 24, 2019	1/23/2019	25	64	1,552	1.0290	67	60,012	1,597	2,500	36%	66,055	72,000	5,945	9%
Friday, January 25, 2019	1/24/2019	26	119	3,016	1.0300	129	116,718	3,106	2,500	-24%	69,161	74,500	5,339	8%
Saturday, January 26, 2019	1/25/2019	39	75	2,995	1.0590	132	119,189	3,172	2,000	-59%	72,333	76,500	4,167	6%
Sunday, January 27, 2019	1/26/2019	38	79	2,776	1.0590	122	110,463	2,940	2,000	-47%	75,273	78,500	3,227	4%
Monday, January 28, 2019	1/27/2019	37	81	2,630	1.0590	116	104,665	2,785	2,000	-39%	78,058	80,500	2,442	3%
Tuesday, January 29, 2019	1/28/2019	32	69	2,085	1.0590	92	82,976	2,208	3,000	26%	80,266	83,500	3,234	4%
Wednesday, January 30, 2019	1/29/2019	38	75	1,649	1.0610	73	65,757	1,750	3,000	42%	82,016	86,500	4,484	5%
Thursday, January 31, 2019	1/30/2019	48	79	1,757	1.0590	78	69,930	1,861	3,000	38%	83,878	89,500	5,622	7%
Friday, February 1, 2019	1/31/2019	48	75	3,201	1.0291	137	123,770	3,294	3,000	-10%	87,172	92,500	5,328	6%
MONTH TO DATE TOTALS		1,047	83	83,324	1.046	117	109,018	87,172	92,500	6%	87,172	92,500	5,328	6%



3.c

FY14			FY15			FY16			FY17		
MONTH	MMBTU	COST	MONTH	MMBTU	COST	MONTH	MMBTU	COST	MONTH	MMBTU	COST
JUL	45,829	\$201,508	JUL	355	\$1,782	JUL	22,765	\$77,240	JUL	53,978	\$215,533
AUG	14,896	\$61,233	AUG	513	\$2,305	AUG	35,677	\$141,672	AUG	59,354	\$232,725
SEP	1,497	\$6,255	SEP	6,878	\$31,812	SEP	51,544	\$191,332	SEP	47,875	\$184,557
OCT	15,029	\$63,692	OCT	58,517	\$274,970	OCT	52,109	\$183,215	OCT	38,414	\$149,546
NOV	54,432	\$259,640	NOV	46,570	\$226,845	NOV	54,049	\$163,445	NOV	69,806	\$269,522
DEC	21,725	\$115,982	DEC	36,001	\$176,112	DEC	39,081	\$125,722	DEC	77,875	\$387,273
JAN	11,137	\$103,913	JAN	26,902	\$110,809	JAN	57,080	\$198,810	JAN	63,347	\$401,427
FEB	16,361	\$121,847	FEB	19,499	\$153,456	FEB	60,374	\$192,715	FEB	40,950	\$220,227
MAR	10,490	\$50,260	MAR	11,152	\$39,663	MAR	43,452	\$113,323	MAR	32,675	\$151,809
APR	7,128	\$39,489	APR	13,501	\$45,580	APR	45,643	\$126,797	APR	2,809	\$11,344
MAY	22,521	\$128,034	MAY	5,310	\$16,658	MAY	56,761	\$155,809	MAY	20,836	\$81,656
JUN	664	\$3,496	JUN	5,225	\$17,938	JUN	52,190	\$158,552	JUN	69,481	\$276,326
TOTAL	221,709	\$1,155,349	TOTAL	230,423	\$1,097,929	TOTAL	570,725	\$1,828,633	TOTAL	577,399	\$2,581,944
YTD COST / MMBTU		\$5.211	YTD COST / MMBTU		\$4.765	YTD COST / MMBTU		\$3.204	YTD COST / MMBTU		\$4.472





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



**INVITATION FOR BID
GMU-1640-20**

ISSUE DATE: February 21th, 2020

TITLE: Natural Gas Services Contract

PRIMARY PROCUREMENT OFFICER: Chi Nguyen, Senior Buyer (cnguyenn@gmu.edu)
SECONDARY PROCUREMENT OFFICER: Katherine Sirotnin, Assistant Director of Purchasing, (ksirotnin@gmu.edu)

NYMEX SETTLE DATE: March 01, 2020 @ 12:00 noon
SEALED BID DUE DATE AND TIME: March 12, 2020 @ 2:00PM. Bids will be opened in public at this time.
CONTRACT START DATE: July 01, 2020

Note: A return envelope is not being provided. It is the responsibility of the bidder to ensure the bid is submitted in a sealed envelope, box, container, etc., that clearly identifies the contents as a bid submission in response to this Invitation for Bid. No electronic (e-mail, drop box, etc.) bids will be accepted. The IFB number must be clearly written on the outside of your bid along with your company name. Bids can be mailed to 4400 University Dr. MSN 3C5, Fairfax, VA 22030. If the bid is being hand delivered/dropped off the hand delivery location is Alan and Sally Merten Hall, 4441 George Mason Blvd. 4th Floor, Room 4200, Fairfax, VA 22030. Late bids will not be opened and bidder may pick them up or they will be destroyed.

QUESTIONS/INQUIRIES: E-mail all questions/inquiries for information to both procurement officers listed above no later than 5:00 PM EST on February 26, 2020. Responses to all questions will be posted on Mason's Purchasing website by 5:00 PM EST on February 28 2020.

In Compliance With This Invitation For Bid And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Services At The Price Indicated In SECTION IX, PRICING SCHEDULE.

Name and Address of Firm:

Legal Name: Stand Energy Corporation

Date: March 12, 2020

DBA: _____

Address: 1077 Celestial Street, Suite 110

Cincinnati, OH 45202

By: Kate E. Russell-Bedinghaus
Signature

FEI/FIN No. 61-1065157

Name: Kate E. Russell-Bedinghaus

Fax No. 513-621-3773

Title: Associate Counsel

Email: kbedinghaus@standenergy.com

Telephone No. (513) 621-1113

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

*Expired - to be submitted

SWaM Certification Number: _____

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

TABLE OF CONTENTS
GMU-1640-20

SECTION	DESCRIPTION	PAGE
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	eVA VENDOR REGISTRATION	3
V.	SWaM CERTIFICATION	3
VI.	SMALL BUSINESS SUBCONTRACTING PLAN	3
VII.	SCOPE OF WORK	3
VIII.	CONTRACT ADMINSTRATOR	4
IX.	PRICING SCHEDULE	5
X.	TERMS AND CONDITIONS	6
XI.	METHOD OF PAYMENT	7
ATTACHMENT A	VENDOR DATA SHEET	9
ATTACHMENT B	SMALL BUSINESS SUBCONTRACTING PLAN	10
ATTACHMENT C	SAMPLE CONTRACT	12
ATTACHMENT D	CONTRACT PRICING	18
ATTACHMENT E	GMU NG PROCUREMENT HISTORY	19
ATTACHMENT F	GMU NG ACCOUNTS	20

- I. **PURPOSE:** The purpose and intent of this Invitation for Bid is to solicit bids from qualified sources to establish a firm fixed price contract with one qualified source to provide Natural Gas Services. George Mason University (Mason) is an Institution of Higher Education of the Commonwealth of Virginia.

Campus maps available at: <http://www.gmu.edu/about/>

- 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 this Invitation For Bids shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed bidders are to communicate with only the Procurement Officers listed on the cover page. Bidders are not to communicate with any other employees of Mason.

- IV. **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/>

- V. **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/>

- VI. **SMALL BUSINESS SUBCONTRACTING PLAN:** In accordance with Executive Order 35 it is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to fill out and submit Attachments A and B to be considered responsive.

- I. **SCOPE OF WORK:** Mason has a need to manage and contain its utility budget by purchasing natural gas at a firm fixed pricing structure for the term of this contract. George Mason University is a multiple facility entity with multiple natural gas meters all located on the Washington Gas/Columbia Gas system. **Attachment's E & F** show the facilities that are to be included in this project, actual natural gas consumption by facility for the past two years, and the maximum daily quantities (MDQ).

A. Contract Terms and Responsibilities.

1. Mason Responsibilities:

- a. George Mason University will pay the selected natural gas Supplier Company for natural gas on a monthly basis.
- b. George Mason University will pay Washington Gas/Columbia Gas Company for all charges associated with local distribution.

2. Contractor Responsibilities:

- a. The vendor shall provide Mason natural gas commodity at the city gate of Washington Gas/Columbia Gas for all of its gas meters both small meter accounts and large meter accounts.
- b. The vendor shall provide pricing for both small meters and large meters.
- c. The vendor shall provide George Mason University a firm and non-recallable transportation of natural gas to the city gate of Washington Gas/Columbia Gas.
- d. The Vendor shall be responsible to satisfy all Maximum Daily Quantities (MDQ) during Operational Flow Orders as stated in the Virginia Corporation Commission, Washington Gas/Columbia Gas tariff.
- e. The Vendor shall be fully compliant with LDC orders and directives especially during Operational Flow Orders and Balancing Service Restrictions. Please provide the net billed formula per MMBTU that will be the result of full compliance of these orders:
NET BILLED COST: TOTAL MMBTUs X INDEX _____ (SPECIFY INDEX THAT WILL BE USED) X RATIO _____ + VARIANCE
- f. The Vendor will designate a company representative to be assigned to manage the

- George Mason University account.
- g. The Vendor shall nominate sufficient gas to satisfy George Mason University requirements on a monthly basis. George Mason University will not assist in calculating monthly or daily natural gas requirements.
 - h. The vendor will be responsible for all necessary intra-month delivery adjustments as needed and will be responsible for any monthly imbalance resolution with Washington Gas/Columbia Gas Company.
 - i. The Vendor will submit as part of their proposal the desired contract and/or contracts used in their normal course of business for the proposed transaction. These documents will be subject to modification and alteration by mutual concurrence of the parties prior to the award of contract.
The Vendor shall have the means to inject natural gas into storage from April to October of each fiscal year up to a maximum of 115,000 Dekatherms to balance George Mason University natural gas requirements.
 - j. The Vendor shall meet all natural gas reporting requirements.

VII. CONTRACT ADMINISTRATOR: Mr. Patrick Buchanan, University Energy Manager, Zone 6, Facilities Management or his designee shall serve as Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quality, acceptability, and fitness of all aspects of the services and shall decide all other questions in connection with the goods/services described herein. The Contract Administrator, or her designee, shall not have the authority to approve changes in the contract which may alter the concept or which calls for an extension of time or a change in the contract price. Any modifications made must be authorized by Mason's Purchasing Department as a written addendum to the contract.

VIII. REPORTING AND DELIVERY REQUIREMENTS: The following reflect reporting and delivery requirements including plans, studies and reports as required herein:

Provide a monthly invoice to George Mason University detailing, at a minimum, the items identified in the "Reports" section herein, such that the University can clearly establish the evolution of the monthly unit price.

Provide assistance to the University in determining the proper use of metering in order to provide daily usage information.

A. Fuel Delivery and Curtailments

- 3. Natural Gas shall be delivered on a continuous basis based on the volumes nominated starting no later than the first day after the next full month following the execution of this agreement.
- 4. Deliveries shall start on the first day of the month to allow for a complete month's billing. The contractor shall notify the affected LDC of the switch to transport gas as required in the LDC's transport tariff schedule.
- 5. The contractor shall notify the University of any under interruptible supply agreements by telephone of impending interruptions requiring a switch to alternative fuels and shall follow up with written notifications sent by email or facsimile to the using University at the time the interruption begins. Twenty-four (24) hour initial notification shall be given, when possible, prior to curtailment. Similarly, the contractor shall notify the University when interruption has ceased, and follow up with written notification sent by facsimile to the University detailing the time that full flow was resumed and the volumetric impact of the interruption on the using University's nomination.

B. Plans, Studies, and Reports

- 1. The contractor shall produce and provide various management plans, studies and reports in support of the contract including the use of upstream pipeline capacity and storage. The reports shall be provided to the Contract Administrator. All reports shall be in writing and signed by a responsible individual authorized to represent the contractor.

C. Fuel Supply Plan

- 1. Within approximately 30 calendar days after the award of the contract, the contractor shall furnish a fuel supply plan that covers the future period as agreed upon by the Contract Officer, Contract Administrator and Contractor. Each 30-month interval thereafter, a fuel supply plan shall be prepared and presented at the semiannual meetings. It shall include:
 - a) Supply & transport recommendations with economic justification
 - b) Fuel supply budget
 - c) Price management options
 - d) Listing of gas taxes (local, state and federal). The Commonwealth is exempt from Federal Excise taxes and Virginia sales taxes.

D. Annual Report

1. After the end of each contract year, the contractor shall furnish, within sixty (60)-days an annual written report, to the Contracting Officer and Contract Administrator. The report shall include:
 - a) Summary analysis of the activity for the year
 - b) Comparison of cost if gas had been purchased from the local gas utility, using other price indices, other transportation routes, or alternative methods of fixing margins.

E. Monthly Nomination Report

1. The contractor shall calculate the individual facility's monthly share of the cost. The contractor shall provide a monthly invoice to the using University's representative at the facility and a summary bill to Contract Administrator and the contracting Officer. The voucher shall itemize elements of each facility's cost for gas bought that month. An additional copy will go to the contract administrator.

The following minimum items shall be included in the voucher:

- a) Quantity of gas nominated by the facility.
- b) Quantity of gas actually delivered to the city gate.
- c) Cost of natural gas per unit delivered to the city gate.
- d) Contractor's charge per unit of natural gas delivered to the city gate.
- e) Adjustments made as a result of any contractor error.
- f) The final total bill to be paid.
- g) The status of the University's storage inventories and assets.
- h) A comparison of marketer gas vs. LDC provided gas.

Note: Bidders are encouraged to provide sample layouts for any reports listed. Report formats may be changed and the University has the option to request certain elements to be included or excluded from reports. The University reserves the right to make changes to existing reports, request additional reports, or delete the requirement of any given report by providing the Supplier(s) notice in writing 15 days prior.

F. Vendor should list other services they will provide under this contract.

IX. PRICE SCHEDULE: Bidders must complete the Excel Bid Tab and provide pricing as outlined in Attachment D, Bid Tab. An summary of the Pricing Scenario is available below. Failure to complete the Bid Tab or tampering with the bid tab (attempting to alter or changed locked cells with pre-populated numbers and information) may result in your bid being found non-responsive and rejected in part or in whole:

Fiscal Year	DKTH of NG	Cost per DKTH	Burner Tip Price	Total Cost
FY21	441,076	\$2.377	\$1.30	\$1,621,865.15
FY22	441,076	\$2.513	\$1.30	\$1,681,832.32
FY23	441,076	\$2.599	\$1.30	\$1,719,905.86
FY24	441,076	\$2.663	\$1.30	\$1,748,117.05
FY25	441,076	\$2.700	\$1.30	\$1,764,319.34

X. 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:

1. AWARD: George Mason University will make an award on the **GRAND TOTAL SUM** basis to the lowest responsive and responsible bidder meeting the requirements of the solicitation. Mason reserves the right to conduct any test it may deem advisable and to make all evaluations. Mason also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

2. 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.

3. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
4. BID PRICES: Bid shall be in the form of a firm unit price for each item during the contract period.
5. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate any resulting contract, in part or in whole without penalty, upon 30 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 30 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.
6. IDENTIFICATION OF BID/PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	_____	_____
Name of Bidder/Offeror	Due Date	Time
_____	_____	_____
Street or Box Number	IFB No./RFP No.	
_____	_____	_____
City, State, Zip Code	IFB/RFP Title	

Name of Procurement Officer or Buyer: _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

7. INDEMNIFICATION: The contractor agrees to indemnify, defend and hold harmless 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.

8. **RENEWAL OF CONTRACT:** This contract may be renewed by George Mason University for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of Mason's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - a. If George Mason University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **other goods and services** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 - b. If during any subsequent renewal periods, George Mason University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **other goods and services** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
9. **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.
10. **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.

XI. 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-The University will make payment to the vendor under 2%10/Net 30 payments terms. Invoices should be submitted via email to the designated Accounts Payable email address which is: AcctPay@gmu.edu

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

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

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

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

Please state your payment preference in your proposal response.

ATTACHMENT A - VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid non-responsive.

A. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

B. Vendor's Primary Contact: Name: Stand energy Corporation Phone: 800-598-2046

C. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

Years: 36 Months: 5

D. Vendor Information:

eVA Vendor ID or DUNS Number: 12-129-3039

E. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

1. Company: Staunton Steam Contact: Lee Beam

Phone: (540) 886-2304 Fax: ()

Project: Natural Gas Procurement, deliver and management services

Dates of Service: April 1, 1996 Value: \$ 200,000.00 Annually

2. Company: James Madison University Contact: Rodney Lam

Phone: (540) 421-1968 Fax: ()

Project: Natural Gas Procurement, deliver and management services

Dates of Service: July 1, 2000 Value: \$2,800,000.00 Annually

3. Company: MCCO Contact: M.C. King

Phone: (216) 346-6003 Fax: ()

Project: Natural Gas Procurement, deliver and management services

Dates of Service: November 1, 1999 Value: \$4,371,284.00 Annually

4. Company: Rudolph Foods Contact: Jonathan Cook

Phone: (419) 648-1131 Fax: ()

Project: Natural Gas Procurement, deliver and management services

Dates of Service: November 1, 1996 Value: \$ 825,300 .00 Annually

MINORITY-OWNED BUSINESS () YES (x) NO.
WOMEN-OWNED (x) YES () NO.
SMALL BUSINESS (x) YES () NO.
REGISTERED WITH eVA () YES (x) NO.
REGISTERED WITH DSBSD () YES (x) NO.

I certify the accuracy of this information.

Signed: Kaci E Russell Title: Associate Counsel Date: 3-11-2020

ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to include this document with their bid response in order to be considered responsive.

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

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

Bidder Name: Stand Energy Corporation

Preparer Name: Kate E. Russell-Bedinghaus **Date:** 3-11-2020

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period, in Section B.

Section A

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

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran- Owned	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)

Totals \$					



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-1640-20**

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 purchasing natural gas at a firm fixed pricing structure for the term of this contract. George Mason University is a multiple facility entity with multiple natural gas meters all located on the Washington Gas/Columbia Gas system. **Attachment’s E & F** show the facilities that are to be included in this project, actual natural gas consumption by facility for the past two years, and the maximum daily quantities (MDQ)
- III. PERIOD OF CONTRACT:** From date of contract execution for a one (1) year base period with four (4) optional one year renewals.
- IV. PRICE SCHEDULE:** As negotiated (**Attachment D – Pricing Schedule**)
- 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. Payment shall be made 30 days from the date a valid invoice is received at 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):**
- A. This signed form;
 - B. IFB No. GMU-1640-20, in its entirety (incorporated herein by reference);
 - C. Contractor’s Bid/Pricing dated March 12, 2020 (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 (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in Administrative Policy Number 2221 – Background Investigations, the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel 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 the 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 Vendors. 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. 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. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. 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.
- U. 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.

- V. 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.
- W. 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.
- X. 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).
- Y. 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.
- Z. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- AA. RENEWAL OF CONTRACT: This Contract may be renewed by the University for four (4), optional, one (1) year renewals under the terms and conditions of the original contract. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- BB. 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/>.
- CC. 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.
- DD. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- EE. 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.

- FF. TESTING AND INSPECTION: George Mason University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- GG. TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity
- HH. 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.
- II. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Contractor Name Here

By:

Signature

Date

Name: _____

Title: _____

George Mason University

By:

Signature

Date

Name: _____

Title: _____

"ATTACHMENT D"

BID DATE SHOULD BE NYMEX SETTLE DATE MARCH 2, 2020 @ 3:15PM

MONTH	WGL SCHEDULE 7 MMBTU	WGL SCHEDULE 9 MMBTU	CVG-TS1 SCHEDULE	MMBTU	NYMEX SETTLE	ADD ON	TOTAL COMMODITY COST	NON COMMODITY COST	VENDORS MARKUP	OVER DELIVERY CASH OUT COST	UNDER DELIVERY CASH OUT COST	OTHER COST	NET CITY GATE TOTAL COST	LDC COST	NET BURNERTIP TOTAL COST
Jul-20	18,481	4,327	363	19,171	\$1.94	\$0.00	\$1.94	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.05	\$4,922.30	\$4,924.35
Aug-20	13,618	4,201	164	17,983	\$1.97	\$0.00	\$1.97	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.08	\$3,377.90	\$3,379.98
Sep-20	13,755	4,697	107	18,559	\$1.88	\$0.00	\$1.88	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.09	\$4,326.70	\$4,328.79
Oct-20	16,077	5,052	207	21,336	\$2.02	\$0.00	\$2.02	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.13	\$2,736.80	\$2,738.93
Nov-20	23,648	7,810	207	31,665	\$2.16	\$0.00	\$2.16	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.27	\$1,164.50	\$1,166.77
Dec-20	37,051	13,394	1,856	52,300	\$2.38	\$0.00	\$2.38	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.49	\$6,990.61	\$6,993.10
Jan-21	38,780	13,369	1,957	54,106	\$2.50	\$0.00	\$2.50	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.61	\$9,337.80	\$9,340.41
Feb-21	48,089	17,393	2,487	67,969	\$2.46	\$0.00	\$2.46	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.57	\$8,359.70	\$8,362.27
Mar-21	38,368	13,732	1,831	53,431	\$2.47	\$0.00	\$2.47	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.48	\$9,460.30	\$9,462.78
Apr-21	38,011	11,375	1,749	51,135	\$2.15	\$0.00	\$2.15	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.26	\$6,475.50	\$6,477.76
May-21	22,906	6,574	859	30,339	\$2.14	\$0.00	\$2.14	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.25	\$9,440.70	\$9,442.95
Jun-21	17,017	5,582	483	23,082	\$2.19	\$0.00	\$2.19	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.30	\$3,006.60	\$3,008.90
FY 2021	321,801	107,006	12,270	441,076	\$26.26	\$0.00	\$26.26	\$1.08	\$0.24	\$0.00	\$0.00	\$0.00	\$27.58	\$73,399.41	\$73,426.98

MONTH	WGL SCHEDULE 7 MMBTU	WGL SCHEDULE 9 MMBTU	CVG-TS1 SCHEDULE	MMBTU	NYMEX SETTLE	ADD ON	TOTAL COMMODITY COST	NON COMMODITY COST	VENDORS MARKUP	OVER DELIVERY CASH OUT COST	UNDER DELIVERY CASH OUT COST	OTHER COST	NET CITY GATE TOTAL COST	LDC COST	NET BURNERTIP TOTAL COST
Jul-21	14,481	4,327	363	19,171	\$2.24	\$0.00	\$2.24	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.35	\$2,922.30	\$2,924.65
Aug-21	13,618	4,201	164	17,983	\$2.25	\$0.00	\$2.25	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.36	\$2,377.90	\$2,380.26
Sep-21	13,755	4,697	107	18,559	\$2.24	\$0.00	\$2.24	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.35	\$2,126.70	\$2,129.05
Oct-21	16,077	5,052	207	21,336	\$2.26	\$0.00	\$2.26	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.37	\$2,736.80	\$2,739.17
Nov-21	23,648	7,810	207	31,665	\$2.33	\$0.00	\$2.33	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.44	\$1,164.50	\$1,166.94
Dec-21	37,051	13,394	1,856	52,300	\$2.50	\$0.00	\$2.50	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.61	\$6,990.61	\$6,993.22
Jan-22	38,780	13,369	1,957	54,106	\$2.61	\$0.00	\$2.61	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.72	\$9,337.80	\$9,340.52
Feb-22	48,089	17,393	2,487	67,969	\$2.59	\$0.00	\$2.59	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.70	\$8,359.70	\$8,362.40
Mar-22	38,368	13,732	1,831	53,431	\$2.47	\$0.00	\$2.47	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.58	\$9,460.30	\$9,462.88
Apr-22	38,011	11,375	1,749	51,135	\$2.23	\$0.00	\$2.23	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.34	\$6,475.50	\$6,477.84
May-22	22,906	6,574	859	30,339	\$2.22	\$0.00	\$2.22	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.33	\$9,440.70	\$9,443.03
Jun-22	17,017	5,582	483	23,082	\$2.26	\$0.00	\$2.26	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.37	\$3,006.60	\$3,008.97
FY 2022	321,801	107,006	12,270	441,076	\$28.19	\$0.00	\$28.19	\$1.08	\$0.24	\$0.00	\$0.00	\$0.00	\$29.51	\$73,399.41	\$73,428.92

MONTH	WGL SCHEDULE 7 MMBTU	WGL SCHEDULE 9 MMBTU	CVG-TS1 SCHEDULE	MMBTU	NYMEX SETTLE	ADD ON	TOTAL COMMODITY COST	NON COMMODITY COST	VENDORS MARKUP	OVER DELIVERY CASH OUT COST	UNDER DELIVERY CASH OUT COST	OTHER COST	NET CITY GATE TOTAL COST	LDC COST	NET BURNERTIP TOTAL COST
Jul-22	14,481	4,327	363	19,171	\$2.31	\$0.00	\$2.31	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.40	\$2,922.30	\$2,924.72
Aug-22	13,618	4,201	164	17,983	\$2.33	\$0.00	\$2.33	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.44	\$2,377.90	\$2,380.34
Sep-22	13,755	4,697	107	18,559	\$2.32	\$0.00	\$2.32	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.43	\$2,126.70	\$2,129.13
Oct-22	16,077	5,052	207	21,336	\$2.35	\$0.00	\$2.35	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.46	\$2,736.80	\$2,739.26
Nov-22	23,648	7,810	207	31,665	\$2.43	\$0.00	\$2.43	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.53	\$1,164.50	\$1,167.03
Dec-22	37,051	13,394	1,856	52,300	\$2.59	\$0.00	\$2.59	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.70	\$6,990.61	\$6,993.31
Jan-23	38,780	13,369	1,957	54,106	\$2.70	\$0.00	\$2.70	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.81	\$9,337.80	\$9,340.61
Feb-23	48,089	17,393	2,487	67,969	\$2.68	\$0.00	\$2.68	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.79	\$8,359.70	\$8,362.49
Mar-23	38,368	13,732	1,831	53,431	\$2.54	\$0.00	\$2.54	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.65	\$9,460.30	\$9,462.95
Apr-23	38,011	11,375	1,749	51,135	\$2.32	\$0.00	\$2.32	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.43	\$6,475.50	\$6,477.93
May-23	22,906	6,574	859	30,339	\$2.30	\$0.00	\$2.30	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.41	\$9,440.70	\$9,443.11
Jun-23	17,017	5,582	483	23,082	\$2.33	\$0.00	\$2.33	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.44	\$3,006.60	\$3,008.94
FY 2023	321,801	107,006	12,270	441,076	\$29.20	\$0.00	\$29.20	\$1.08	\$0.24	\$0.00	\$0.00	\$0.00	\$30.52	\$73,399.41	\$73,429.93

MONTH	WGL SCHEDULE 7 MMBTU	WGL SCHEDULE 9 MMBTU	CVG-TS1 SCHEDULE	MMBTU	NYMEX SETTLE	ADD ON	TOTAL COMMODITY COST	NON COMMODITY COST	VENDORS MARKUP	OVER DELIVERY CASH OUT COST	UNDER DELIVERY CASH OUT COST	OTHER COST	NET CITY GATE TOTAL COST	LDC COST	NET BURNERTIP TOTAL COST
Jul-23	14,481	4,327	363	19,171	\$2.47	\$0.00	\$2.47	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.48	\$2,922.30	\$2,924.78
Aug-23	13,618	4,201	164	17,983	\$2.39	\$0.00	\$2.39	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.50	\$2,377.90	\$2,380.40
Sep-23	13,755	4,697	107	18,559	\$2.38	\$0.00	\$2.38	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.49	\$2,126.70	\$2,129.19
Oct-23	16,077	5,052	207	21,336	\$2.41	\$0.00	\$2.41	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.52	\$2,736.80	\$2,739.32
Nov-23	23,648	7,810	207	31,665	\$2.49	\$0.00	\$2.49	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.60	\$1,164.50	\$1,167.10
Dec-23	37,051	13,394	1,856	52,300	\$2.67	\$0.00	\$2.67	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.78	\$6,990.61	\$6,993.38
Jan-24	38,780	13,369	1,957	54,106	\$2.78	\$0.00	\$2.78	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.89	\$9,337.80	\$9,340.69
Feb-24	48,089	17,393	2,487	67,969	\$2.74	\$0.00	\$2.74	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.85	\$8,359.70	\$8,362.55
Mar-24	38,368	13,732	1,831	53,431	\$2.62	\$0.00	\$2.62	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.73	\$9,460.30	\$9,463.03
Apr-24	38,011	11,375	1,749	51,135	\$2.37	\$0.00	\$2.37	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.48	\$6,475.50	\$6,477.98
May-24	22,906	6,574	859	30,339	\$2.35	\$0.00	\$2.35	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.46	\$9,440.70	\$9,443.16
Jun-24	17,017	5,582	483	23,082	\$2.39	\$0.00	\$2.39	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.50	\$3,006.60	\$3,008.90
FY 2024	321,801	107,006	12,270	441,076	\$29.95	\$0.00	\$29.95	\$1.08	\$0.24	\$0.00	\$0.00	\$0.00	\$31.27	\$73,399.41	\$73,430.68

MONTH	WGL SCHEDULE 7 MMBTU	WGL SCHEDULE 9 MMBTU	CVG-TS1 SCHEDULE	MMBTU	NYMEX SETTLE	ADD ON	TOTAL COMMODITY COST	NON COMMODITY COST	VENDORS MARKUP	OVER DELIVERY CASH OUT COST	UNDER DELIVERY CASH OUT COST	OTHER COST	NET CITY GATE TOTAL COST	LDC COST	NET BURNERTIP TOTAL COST
Jul-24	14,481	4,327	363	19,171	\$2.42	\$0.00	\$2.42	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.51	\$2,922.30	\$2,924.81
Aug-24	13,618	4,201	164	17,983	\$2.43	\$0.00	\$2.43	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.54	\$2,377.90	\$2,380.44
Sep-24	13,755	4,697	107	18,559	\$2.42	\$0.00	\$2.42	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.53	\$2,126.70	\$2,129.23
Oct-24	16,077	5,052	207	21,336	\$2.44	\$0.00	\$2.44	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.55	\$2,736.80	\$2,739.35
Nov-24	23,648	7,810	207	31,665	\$2.51	\$0.00	\$2.51	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.62	\$1,164.50	\$1,167.12
Dec-24	37,051	13,394	1,856	52,300	\$2.69	\$0.00	\$2.69	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.80	\$6,990.61	\$6,993.41
Jan-25	38,780	13,369	1,957	54,106	\$2.81	\$0.00	\$2.81	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.92	\$9,337.80	\$9,340.72
Feb-25	48,089	17,393	2,487	67,969	\$2.78	\$0.00	\$2.78	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.89	\$8,359.70	\$8,362.59
Mar-25	38,368	13,732	1,831	53,431	\$2.66	\$0.00	\$2.66	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.77	\$9,460.30	\$9,463.07
Apr-25	38,011	11,375	1,749	51,135	\$2.42	\$0.00	\$2.42	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.53	\$6,475.50	\$6,478.03
May-25	22,906	6,574	859	30,339	\$2.40	\$0.00	\$2.40	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.51	\$9,440.70	\$9,443.21
Jun-25	17,017	5,582	483	23,082	\$2.43	\$0.00	\$2.43	\$0.09	\$0.02	\$0.00	\$0.00	\$0.00	\$2.54	\$3,006.60	\$3,009.14
FY 2025	321,801	107,006	12,270	441,076	\$30.40	\$0.00	\$30.40	\$1.08	\$0.24	\$0.00	\$0.00	\$0.00	\$31.72	\$73,399.41	\$73,431.13

\$2,867,147.64

NYMEX SETTLE	End of Day Settlement Price
ADD ON	Brokerage fee
NON COMMODITY COST	Transportation, fuel, and other costs associated with moving NG from wellhead to city gate
VENDORS MARKUP	Vendors fee
OVER DELIVERY	What is added cost/value per MMBTU attributable to over delivery or nomination?
UNDER DELIVERY	What is added cost/value per MMBTU attributable to under delivery or nomination?
OTHER COST	What are, if any, the cost/value per MMBTU of items not listed in this table?
LDC COST	Local Distribution Costs (Leave Blank)

ATTACHMENT E GMIU NG ACCOUNTS USAGE HISTORY

BUILDING	SCHEDULE	SERVICE ADDRESS	CITY	STATE	ZIP	SMALL		Natural Gas Usage DKTH					FACILITIES \$ YR TOTALS
						METER	METER	FY15	FY16	FY17	FY18	FY19	
ARLINGTON													
Arlington Original 320000596942	SCHEDULE 7	3401 North Fairfax Drive	Arlington	VA	22201	✓		6,169	3,981	4,118	6,527	7,507	28,302
Founders Hall 320004115830		3551 North Fairfax Drive	Arlington	VA	22201	✓		6,670	6,455	6,315	6,466	6,937	32,844
CHCP													
Central Heating & Cooling Plant 320003593706	SCHEDULE 7	4400 University Drive # FUR	Fairfax	VA	22030	✓		278,775	278,728	275,210	298,706	290,602	1,422,021
FAIRFAX													
Buchanan House 320004480135	SCHEDULE 9	4600 Roberts Road	Fairfax	VA	22030	✓		152	123	244	242	258	1,019
Carty House 32000424559	SCHEDULE 9	10808 Kelly Drive	Fairfax	VA	22030	✓		112	67	56	116	76	426
Facilities Management 320004114635	SCHEDULE 9	10400 Rivanna River Way	Fairfax	VA	22030	✓		682	728	558	662	676	3,306
Fenwick Library A - C Wings 320004347979	SCHEDULE 9	4348 Chesapeake River Way	Fairfax	VA	22030	✓		2,990	1,451	1,548	1,704	1,666	9,358
Krasnow Institute 320002279091	SCHEDULE 9	4461 Rockfish Creek Lane	Fairfax	VA	22030	✓		8	0	0	0	0	8
Krasnow Institute ADD 320004114049	SCHEDULE 9	4461 Rockfish Creek Lane	Fairfax	VA	22030	✓		11,350	10,659	10,475	10,586	53,711	8
Peterson Family Health Building 310000790819	SCHEDULE 9	4408 Patriot Circle	Fairfax	VA	22030	✓		0	0	0	65	211	276
Recreation & Athletic Center 320004116424	SCHEDULE 9	4350 Banister Creek Road	Fairfax	VA	22030	✓		7,859	7,719	7,954	8,193	9,704	41,429
Tallwood Annex 320003896111	SCHEDULE 9	4210 Roberts Road	Fairfax	VA	22030	✓		156	146	81	195	194	773
Tallwood Cottage 320003696228	SCHEDULE 9	4212 Roberts Road	Fairfax	VA	22030	✓		86	61	44	51	46	287
Thompson Hall 320004116549	SCHEDULE 9	4455 George Mason Blvd	Fairfax	VA	22030	✓		8,048	7,208	6,226	7,670	7,217	36,369
Warehouse 320004115574	SCHEDULE 9	10401 Rivanna River Way	Fairfax	VA	22030	✓		994	733	642	753	732	3,855
AUXILIARIES													
Aquatic and Fitness Center 320004549744	SCHEDULE 9	4512 Patriot Circle	Fairfax	VA	22030	✓		1,020	726	747	612	611	3,716
Baker House 320004241112	SCHEDULE 9	10717 Kelly Drive	Fairfax	VA	22030	✓		109	65	41	83	85	384
Beacon Hall 320001042151	SCHEDULE 9	10945 George Mason Circle	Manassas	VA	20110	✓		178	648	876	844	911	3,457
Bio Research Lab 320001010620	SCHEDULE 7	10650 Pyramid Place	Manassas	VA	20110	✓		25,741	24,444	24,538	22,921	23,692	121,335
Field House 320004186989	SCHEDULE 9	4501 University Drive	Fairfax	VA	22030	✓		4,030	3,800	2,853	4,346	4,110	19,139
Field House Generator 320001854514	SCHEDULE 9	4501 University Drive	Fairfax	VA	22030	✓		8	18	14	16	26	81
Freedom Center 15197909003	TS-1	9100 Freedom Center Blvd	Manassas	VA	20110	✓		11,903	12,655	11,161	12,967	12,770	60,934
Greenhouse (Sustainability) 320004449833	SCHEDULE 9	10445 Presidents Park Drive GH	Fairfax	VA	22030	✓		19	175	152	167	187	699
Hylton Performing Arts Center 320002463984	SCHEDULE 9	10900 University Blvd #PAC	Manassas	VA	20110	✓		4,860	4,085	7,378	5,646	5,857	27,825
IKES (Shenandoah Dining) 320003591882	SCHEDULE 9	10445 Presidents Park Drive	Fairfax	VA	22030	✓		3,031	1,606	1,394	1,358	1,403	8,791
Johnson Center 320004118453	SCHEDULE 9	4477 George Mason Blvd	Fairfax	VA	22030	✓		1,728	1,798	1,343	2,130	2,766	9,765
Mason Global Center 320004115483	SCHEDULE 9	4400 University Drive # HTL	Fairfax	VA	22030	✓		6,512	4,536	4,945	1,639	1,033	18,665
Mathy House 320005637477	SCHEDULE 9	11020 Popes Head Road	Fairfax	VA	22030	✓		371	286	300	320	313	1,589
Mathy House II 320005638145	SCHEDULE 9	11022 Popes Head Road	Fairfax	VA	22030	✓		128	93	94	115	113	544
Mathy House III 320005640794	SCHEDULE 9	11022 Popes Head Road #Pool	Fairfax	VA	22030	✓		372	292	422	176	203	1,465
Mathy House III 320005637691	SCHEDULE 9	11034 Popes Head Road	Fairfax	VA	22030	✓		227	122	84	129	150	711
Northern Neck Starbucks 320004114197	SCHEDULE 9	4335 Chesapeake River Way	Fairfax	VA	22030	✓		188	44	49	45	42	368
Panda Express 320004115962	SCHEDULE 9	4441 George Mason Blvd #A	Fairfax	VA	22030	✓		1,430	1,228	1,191	1,153	1,199	6,200
Mason Club 320004115731	SCHEDULE 9	4401 Patriot Circle	Fairfax	VA	22030	✓		456	557	203	279	249	1,744
Smart Lab 320001042748	SCHEDULE 9	9438 Innovation Loop #Lab	Manassas	VA	20110	✓		832	306	76	213	215	1,643
Southside Dining 320004114478	SCHEDULE 9	4353 Chesapeake River Way	Fairfax	VA	22030	✓		1,644	1,341	1,575	1,622	1,786	7,967
PRINCE WILLIAM													
Advanced Bio Research Lab 320001107509	SCHEDULE 9	10920 George Mason Circle	Manassas	VA	20110	✓		5,154	6,631	6,921	7,256	7,011	32,975
Bull Run 320002069799	SCHEDULE 9	10890 George Mason Circle	Manassas	VA	20110	✓		6,021	4,307	5,767	6,854	6,298	29,243
Discovery Hall 20002047142	SCHEDULE 9	10910 George Mason Circle	Manassas	VA	20110	✓		11,694	9,142	8,086	10,461	10,469	49,852
Ocotocuan & Verizon Auditorium 320002045989	SCHEDULE 9	10900-A University Blvd	Manassas	VA	20110	✓		7,668	6,899	7,062	7,838	7,580	37,046
Potomac Science Center 310000900319	SCHEDULE 9	6501 Mason Ferry Ave	Woodbridge	VA	22191	✓		0	0	0	2,438	3,818	6,256
							TOTALS	419,372	403,846	400,744	433,611	428,807	2,086,379

GMU NG Accounts
ATTACHMENT F

BUILDING	SCHEDULE	SERVICE ADDRESS	CITY	STATE	ZIP	SMALL METER	LARGE METER
ARLINGTON							
Arlington Original 320000596942	SCHEDULE 7	3401 North Fairfax Drive	Arlington	VA	22201		✓
Founders Hall 320004115830		3551 North Fairfax Drive	Arlington	VA	22201	✓	
CHCP							
Central Heating & Cooling Plant 320003593706	SCHEDULE 7	4400 University Drive # FUR	Fairfax	VA	22030		✓
FAIRFAX							
Buchanan House 320004480135	SCHEDULE 9	4600 Roberts Road	Fairfax	VA	22030	✓	
Carty House 320004214559	SCHEDULE 9	10808 Kelly Drive	Fairfax	VA	22030	✓	
Facilities Management 320004114635	SCHEDULE 9	10400 Rivanna River Way	Fairfax	VA	22030	✓	
Fenwick Library A - C Wings 320004347979	SCHEDULE 9	4348 Chesapeake River Way	Fairfax	VA	22030	✓	
Krasnow Institute 320002279091	SCHEDULE 9	4461 Rockfish Creek Lane	Fairfax	VA	22030	✓	
Krasnow Institute ADD 320004114049	SCHEDULE 9	4461 Rockfish Creek Lane	Fairfax	VA	22030	✓	
Peterson Family Health Building 310000790819	SCHEDULE 9	4408 Patriot Circle	Fairfax	VA	22030		
Recreation & Athletic Center 320004116424	SCHEDULE 9	4350 Banister Creek Road	Fairfax	VA	22030	✓	
Tallwood Annex 320003696111	SCHEDULE 9	4210 Roberts Road	Fairfax	VA	22030	✓	
Tallwood Cottage 320003696228	SCHEDULE 9	4212 Roberts Road	Fairfax	VA	22030	✓	
Thompson Hall 320004116549	SCHEDULE 9	4455 George Mason Blvd	Fairfax	VA	22030	✓	
Warehouse 320004115574	SCHEDULE 9	10401 Rivanna River Way	Fairfax	VA	22030	✓	
AUXILIARIES							
Aquatic and Fitness Center 320004349744	SCHEDULE 9	4512 Patriot Circle	Fairfax	VA	22030	✓	
Baker House 320004214112	SCHEDULE 9	10717 Kelly Drive	Fairfax	VA	22030	✓	
Beacon Hall 320001042151	SCHEDULE 9	10945 George Mason Circle	Manassas	VA	20110	✓	
Bio Research Lab 320001010620	SCHEDULE 7	10650 Pyramid Place	Manassas	VA	20110		✓
Field House 320004186989	SCHEDULE 9	4501 University Drive	Fairfax	VA	22030	✓	
Field House Generator 320001854514	SCHEDULE 9	4501 University Drive	Fairfax	VA	22030	✓	
Freedom Center 15197909003	TS-1	9100 Freedom Center Blvd	Manassas	VA	20110		✓
Greenhouse (Sustainability) 320004449833	SCHEDULE 9	10445 Presidents Park Drive GH	Fairfax	VA	22030	✓	
Hylton Performing Arts Center 320002463984	SCHEDULE 9	10900 University Blvd #PAC	Manassas	VA	20110	✓	
IKES (Shenandoah Dining) 320003591882	SCHEDULE 9	10445 Presidents Park Drive	Fairfax	VA	22030	✓	
Johnson Center 320004118453	SCHEDULE 9	4477 George Mason Blvd	Fairfax	VA	22030	✓	
Mason Global Center 320004115483	SCHEDULE 9	4400 University Drive # HTL	Fairfax	VA	22030	✓	
Mathy House 320005637477	SCHEDULE 9	11020 Popes Head Road	Fairfax	VA	22030	✓	
Mathy House II 320005638145	SCHEDULE 9	11022 Popes Head Road	Fairfax	VA	22030	✓	
Mathy House II Pool 320005640794	SCHEDULE 9	11022 Popes Head Road #Pool	Fairfax	VA	22030	✓	
Mathy House III 320005637691	SCHEDULE 9	11034 Popes Head Road	Fairfax	VA	22030	✓	
Northern Neck Starbucks 320004114197	SCHEDULE 9	4335 Chesapeake River Way	Fairfax	VA	22030	✓	
Panda Express 320004115962	SCHEDULE 9	4441 George Mason Blvd #A	Fairfax	VA	22030	✓	
Mason Club 320004115731	SCHEDULE 9	4401 Patriot Circle	Fairfax	VA	22030	✓	
Smart Lab 320001042748	SCHEDULE 9	9438 Innovation Loop #Lab	Manassas	VA	20110	✓	
Southside Dining 320004114478	SCHEDULE 9	4353 Chesapeake River Way	Fairfax	VA	22030	✓	
PRINCE WILLIAM							
Advanced Bio Research Lab 320001107509	SCHEDULE 9	10920 George Mason Circle	Manassas	VA	20110	✓	
Bull Run 320002069799	SCHEDULE 9	10890 George Mason Circle	Manassas	VA	20110	✓	
Discovery Hall 320002047142	SCHEDULE 9	10910 George Mason Circle	Manassas	VA	20110	✓	
Occoquan & Verizon Auditorium 320002045989	SCHEDULE 9	10900-A University Blvd	Manassas	VA	20110	✓	
Potomac Science Center 310000900319	SCHEDULE 9	650 Mason Ferry Ave	Woodbridge	VA	22191	✓	

Stand Energy Recap FY19

ARLINGTON		Jun-2018	Jul-2018	Aug-2018	Sep-2018	Oct-2018	Nov-2018	Dec-2018	Jan-2019	Feb-2019	Mar-2019	Apr-2019	May-2019	Total DKTH
Founders Hall 320004115830	Gas Commodity Usage	0	0	0	1	9	1384	1697	2153	1107	1152	0	0	7,507
	Utility Charges	332	346	394	361	398	951	697	856	914	775	462	413	6,937
CHCP														
Central Heating & Cooling Plant 320003593706	Gas Commodity Usage	13125	12214	12378	14726	21983	33426	34520	47882	34818	84216	21014	15293	290,602
FAIRFAX														
Buchanan House 320004480135	Gas Commodity Usage	2	1	3	7	28	39	45	43	31	30	15	16	258
Carly House 320004214559	Utility Charges	0	0	0	0	3	3	14	20	21	13	1	1	76
Facilities Management 320004114635	Utility Charges	8	4	5	8	7	7	7	108	123	81	23	22	676
Fernside Library A - C Wings 320004347979	Gas Commodity Usage	0	0	0	0	156	196	292	406	383	136	27	27	1,666
Frederick Institute 32000279691	Utility Charges	0	0	0	0	0	0	0	0	0	0	0	0	0
Kranzow Institute ADO 320004114049	Gas Commodity Usage	562	521	562	617	877	1141	1286	1422	1003	1020	881	716	10,586
Peterson Family Health Building 320000790819	Utility Charges	15	6	6	0	17	31	9	15	17	21	21	21	211
Recreation & Athletics Center 320004116424	Gas Commodity Usage	451	439	566	680	919	919	1050	1360	1146	866	586	586	9,704
Tilghwood Annex 320003696111	Utility Charges	0	0	0	0	3	7	42	46	33	23	2	194	46
Tilghwood Cottage 320003696228	Gas Commodity Usage	0	0	0	0	0	0	9	12	8	5	1	0	46
Thompson Hall 320004116549	Utility Charges	296	352	196	63	398	964	965	1400	957	871	432	284	7,217
Warehouse 320004115574	Gas Commodity Usage	4	2	1	1	39	117	134	201	147	80	11	5	732
AUXILIARIES														
Aquatics and Fitness Center 320004349744	Gas Commodity Usage	28	26	27	36	81	82	48	62	54	59	53	53	611
Baker House 320004314112	Utility Charges	0	1	0	1	7	7	16	22	16	9	3	3	85
Beacon Hall 320001042151	Utility Charges	57	50	60	66	92	86	90	136	70	95	55	55	911
Bio Research Lab 320001010620	Gas Commodity Usage	1352	1404	1377	1350	1656	2234	2563	3054	2443	2843	1892	1724	23,692
Field House 320004186989	Utility Charges	0	0	0	136	427	427	613	942	694	443	213	213	4,110
Field House Generator 320001854514	Gas Commodity Usage	1	6	6	1	2	2	1	2	1	2	1	1	26
Freedom Center 320007909003	Gas Commodity Usage	363	164	107	207	207	1856	1957	2487	1831	1748	899	483	12,270
Greenhouse Sustainability 320004498833	Utility Charges	0	0	0	0	0	30	37	48	38	23	1	1	187
Hydrex Performing Arts Center 320002463984	Gas Commodity Usage	391	426	550	386	483	586	542	713	510	494	316	452	5,897
ICES (Shenandoah Dining) 320003931882	Utility Charges	31	79	92	171	157	160	77	104	143	115	174	48	2,403
Johnson Center 320004118453	Gas Commodity Usage	174	164	216	285	383	383	134	300	248	195	150	150	2,766
Mason Global Center 320004115483	Utility Charges	66	61	70	65	87	94	95	120	101	102	94	77	1,034
Mathy House 320005637477	Gas Commodity Usage	0	0	0	0	28	34	52	75	53	35	12	4	313
Mathy House II 320005638145	Utility Charges	0	0	0	0	6	18	21	29	21	15	2	1	113
Mathy House III 3200066640784	Gas Commodity Usage	0	0	0	0	17	34	28	51	38	27	6	2	203
Mathy House 320005637691	Utility Charges	0	0	0	0	0	23	20	42	30	24	2	0	150
Northern Neck Starbuck 320004114197	Gas Commodity Usage	0	0	1	3	6	6	4	8	4	8	1	1	42
Panda Express 320004115962	Utility Charges	54	49	80	110	96	96	40	157	117	126	131	131	2,199
Mason Club 320004115791	Gas Commodity Usage	16	11	18	25	26	26	25	31	20	37	14	0	249
Smart Lab 320001042748	Utility Charges	0	0	0	0	12	17	18	25	18	10	1	1	215
Southside Dining 320004114478	Gas Commodity Usage	77	113	130	192	191	191	100	275	155	257	109	109	1,786
PRINCE WILLIAM														
Advanced Bio Research Lab 320003107509	Gas Commodity Usage	393	381	420	391	576	1028	1002	632	738	687	382	382	7,011
Bull Run 320002069799	Utility Charges	266	248	318	275	434	861	897	1111	679	520	312	276	6,286
Discovery Hall 320007047142	Gas Commodity Usage	265	248	265	320	658	1514	1563	2398	1397	1114	454	371	10,469
Occoquan & Vernon Auditorium 320002045989	Utility Charges	359	343	394	391	518	927	924	1179	834	787	472	444	7,580
Potomac Science Center 320000900919	Gas Commodity Usage	131	159	202	228	267	417	429	516	502	413	263	263	3,814
		18856	17819	18452	21299	31633	50445	52169	65482	51600	49386	29480	25599	428,807



Purchasing Department
Mailing Address: 4400 University Drive, Mailstop 3C5
Street Address: 4441 George Mason Boulevard, 4th Floor,
Suite 4200
Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589

February 28, 2020

IFB ADDENDUM

Reference – Request for Proposal:
Title:
Dated:
For Delivery To:

GMU-1640-20
Natural Gas
February 21, 2020
George Mason University

The following changes are hereby incorporated into the aforementioned IFB:

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

I. Correction: There are 6 account corrections:

- Arlington Original 320000596942
- Carty House 320004214559
- Facilities Management 320004114635
- Advance Bio Research Lab 320001107509
- Bull Run 320002069799
- Discovery 320002047142

II. Clarification and Correction to Contract Term and Renewal Clause:

1. **Clarification:** The resulting contract will have a five (5) year term/period of performance from date of contract award and there will not be yearly renewals (the contract term will be for a straight (5) years). The following Period of Contract Clauses are being updated as follows:
 - **Attachment C – Sample Contract (Page 11 of 16): Section II. PERIOD OF CONTRACT:** From date of contract execution for a five (5) year period.
2. **Clarification:** Interested Bidders shall provide firm fixed pricing (via REVISED Attachment D, Contract Pricing/Bid Tab) for a five (5) year period, which shall be fixed for the entire period of the contract (which is a five (5) year contract).
3. **Clarification:** As March 01, 2020 falls on a Sunday we are **updating the NYMEX Settle Date to Monday, March 02, 2020 at 3:15PM**. Please use this NYMEX date and time when tabulating your bid. We have revised Attachment D, Bid Tab to reflect this new NYMEX date and time. Please use the REVISED Attachment D, Bid Tab when submitting your bid documents.
4. The following Renewal clauses are being removed from the Invitation for Bid document and will no longer apply to this solicitation or resulting contract. Please disregard the clauses below:
 - **IFB Page 7 of 16: (This clause is being struck in its entirety)** Term 8. ~~RENEWAL OF CONTRACT: This contract may be renewed by George Mason University for four (4) successive one-year periods under the terms and conditions of the original contract except as~~

stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of Mason's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

a. If George Mason University elects to exercise the option to renew the contract for an additional one year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **other goods and services** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

b. If during any subsequent renewal periods, George Mason University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **other goods and services** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- **IFB Page 15 of 16: (This clause is being struck in its entirety) AA. Renewal of Contract:** RENEWAL OF CONTRACT: This Contract may be renewed by the University for four (4), optional, one (1) year renewals under the terms and conditions of the original contract. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

III. Answers to Questions submitted by the Question Submission Deadline on February 26, 2020:

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

1. **Question:** Can the University provide a 12 month usage breakdown to be able to accurately price the accounts?
Answer: Please see **REVISED Attachment E and Attachment G-NG Monthly Use FY19**
2. **Question:** Is there a Consultant fee that suppliers need to include in their price offerings?
Answer: **No other fees aside from what are currently listed on the Bid Tab, Attachment D, are allowed. If necessary, you can build any other fees or costs to provide these goods/services into your "Vendor Markup" price but this will impact your total bid price.**
3. **Question:** Is pricing for renewals mutually agreed upon?
Answer: **This contract is Firm Fixed Price (FFP) for Five years. Bidders are given an opportunity on the bid tab to provide pricing for the full five (5) years of the contract. Pricing will not be allowed to increase for the five (5) year duration of the contract. See Attachment D, Bid Tab which allows your firm to provide pricing for the full five (5) year term of the contract.**
4. **Question:** Would the buyer allow any exceptions or alternative contract language to be submitted in our proposal?
Answer: **It is Mason's intent to base the final contract on our Attachment C – Sample Contract. If you have exceptions or alternative language please submit those exceptions/alternative language with your bid. It is at Mason's discretion whether or not**

we consider or negotiation these contract changes with the low bidder, prior to awarding a contract, as there are certain terms and conditions that Mason cannot accept or change based on Commonwealth law and regulation. Failure to reach mutually acceptable terms or protracted negotiation of terms and conditions may result in Mason rejecting your bid and awarding to the next responsive, responsible low bidder.

5. **Question:** Can the University confirm the requested Swing (Bandwidth) that the university is requesting

Answer: No, this information is not available.

6. **Question:** Can suppliers refresh pricing before the 60 day award period?

Answer: No, the bidder should provide pricing based on the NYMEX settle date of March 02, 2020 at 3:15PM and your pricing should be fixed for a five (5) year period (as listed on the REVISED Bid Tab, Attachment D).

7. **Question:** How would the University like to handle any accounts that are added or removed within the contracted period? Are adds mutually agreed upon?

Answer: If new accounts or meters are added in the future we will request pricing from the contract holder at that time and we will issue a Contract Modification to amend the contract to include the new accounts/meters. The additions will be mutually agreed upon and the contractor will have the opportunity to review and sign the contract modification prior to execution.

- a. **Question:** Does the buyer foresee any new additional accounts/meters being added within the contracted period?

Answer: As of 02/27/2020 we do not foresee any new accounts or meters being added within the contract period but this is not a guarantee that new accounts or meters will not be added in the future. See the answer above regarding how change orders/modifications will be handled.

8. **Question:** Would the buyer add language regarding liquidation charges to the contract related to forward positions taken by the supplier for commodity should the buyer terminate the contract early?

- a. Would the buyer agree to keep the supplier whole should there be a termination that is not due to a breach of contract by the supplier?

Answer: No, we will not allow the contract terms to include liquidation or liquidation charges. As an entity of the Commonwealth of Virginia Mason reserves the right to terminate the contract for cause and convenience as we are a government agency.

9. **Question:** What is the buyer's sustainability goals?

Answer: That is not part of this contract. We have an entire department that there focus is strictly on sustainability

10. **Question:** Do any of the accounts have capacity assigned to them?

- a. How does the university want capacity to be treated?

Answer: This is a firm fixed contract. That is up to the contractor to handle.

11. **Question:** Can the University provide any sample reports for Section VIII: C. Fuel Supply Plan, D. Annual Report and E. Monthly nomination report?

Answer: No, this information is not available.

12. **Question:** Can the University provide an example of the requested Section VIII, B. Plans, Studies and Reports?

Answer: No, this information is not available.

13. **Question:** Can the University provide suppliers with the current deal structure they are on now? And a copy of the current contract?

Answer: Yes, the current contract is available on VASCUPP org (link below). Contract GMU-1252-15 with Stand Energy Corporation.

<https://vascupp.org/upload/GMU-1252-15.pdf>

14. **Question:** The following 2 accounts rejected usage for “invalid account #”. Please advise if there are replacement accounts or these are invalid

- 320004211559
- 320004114630

Answer:

320004214559 Carty House

320004114635 Facilities Management

15. **Question:** Would George Mason please provide a copy of the invoice for account #15197909003 behind Columbia Gas of Virginia so that we can confirm the check digit on the account?

Answer: The complete account number is #15197909003-0004

16. **Question:** Please confirm the account numbers below as they were rejected by the utility for usage retrieval as submitted in the IFB.

- Arlington - 3401 North Fairfax Drive, Arlington, VA 22201

32000596942 – WGV Accounts has 12 digits. This account number has only 11 digits.

- Advanced Bio Research Lab - 10920 George Mason Circle, Manassas, VA 20110

3200004114049 – WGV Accounts has 12 digits. This account number has 13 digits.

- Bull Run - 10890 George Mason Circle, Manassas, VA 20110

3200002069799 – WGV Accounts have 12 digits. This account number has 13 digits.

- Discovery Hall - 10910 George Mason Circle, Manassas, VA 20110 3200002047142 – WGV accounts have 12 digits. This account number has 13 digits.

Answer:

Advanced Bio Research Lab 320001107509
Bull Run 320002069799
Discovery Hall 320002047142

Arlington Original 320000596942

17. **Question:** In the Attachment C - Sample Contract Section J, it seems to allow a negotiation of the contract price for each year during the effectiveness of the awarded contract. Article X, Section 8 of the IFB states that if GMU opts 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 by more than the percentage of the

CPI of the US Bureau of Labor Statistics for the latest available twelve months. Under Sec 8(b), this limit applies to subsequent renewal options.

Please confirm that the option of renewing the contract at the price designated in the awarded bid is also subject to negotiation of the price at GMU's option. Also, please confirm the process and how the price is verified for the subsequent renewal terms.

Answer: Pricing for this contract shall be based on the Attachment D, Bid Tab that the bidder provides. Pricing for the five (5) year term will be firm fixed price and no escalation will be allowed for the five (5) year period.

18. **Question:** Under Section 1, George Mason has the right to terminate the contract without penalty with a 60-day notice but if the contract is longer than 12 months, George Mason University's right to terminate without penalty can only be exercised after the initial 12-month term. Is it the university's intent that they will only renewing 1 year terms each year which it cannot terminate the contract without penalty in the renewal terms as well? If not, are we able to incorporate a liquidated damages clause that would be owed to the supplier to cover unraveling the position on the market if it were a loss to the supplier?

Answer: Mason will not allow the Contractor incorporate liquidated damages or liquidated charges into our contract. It is Mason's intent that this contract period of performance be for five (5) years; one (1) base year with four (4) optional one year renewals. Renewals will take place approximately ninety (90) days prior to the contract expiration date. Renewals are mutual.

19. **Question:** Will George Mason be willing to accept the supplier's standard terms and conditions? What is the process to negotiate George Mason's terms into the supplier's terms and conditions and will this be completed prior to award?

Answer: See Answer to Question 4.

20. **Question:** If a supplier does not own storage to cover the requirement in the IFB and the supplier is not able to meet item I Scope of Work, Number 2, item i on page 4, would George Mason accept a waiver of this requirement in order to serve the accounts?

Answer: No, we will not accept a waiver of this requirement.

21. **Question:** The NYMEX settle date on page 1 of the IFB is March 1, at noon. March 1st is a Sunday. Can you confirm that this settle date is accurate or not? If it is not, can you please provide the correct date and time.

Answer:

We are updating the NYMEX settle date to Monday, March 2, 2020 at 3:15PM. We have revised the Attachment D, Bid Tab to reflect this new date and time. Please use the REVISED Attachment D, Bid Tab when submitting your bid documents.

22. **Question:** Can you confirm that there is only one account with Columbia Gas of VA, the TS1 account? And that all the schedule 7 and 9 accounts are with Washington Gas of VA?

Answer: The only account we have on TS1 is Freedom Center in Manassas

23. **Question:** Can you provide at least a week prior to the bid due date, recent copies of the Columbia Gas and Washington Gas invoices. We would like to see an invoice for the

TS1 account, two different schedule 7 account invoices, and three different schedule 9 account invoices.

Answer: No, we will not be able to provide this information.

24. **Question:** Washington Gas's Schedule 7 is Interruptible Deliver Service, what is your alternate fuel or fuels?

Answer:

Diesel Fuel

25. **Question:** Will you provide samples of the reports that you will be looking for to the selected supplier so that they may seamlessly and accurately supply you with the information you require?

Answer: No, we will not be able to provide this information.

26. **Question:** Estimated Budget for this Purchase?

Answer: GMU will not provide the estimated budget but historical pricing for our current contract with Stand Energy Corporation is available at the link below as a reference: <https://vascupp.org/upload/GMU-1252-15.pdf>

27. **Question:** Do you anticipate extending the bid due date?

Answer: No, we do not anticipate extending past the current bid due date listed on the IFB document.

28. **Question:** What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

Answer: All available information is listed in the solicitation documents. Information on how we will identify the winning bid is listed in the IFB document. If any additional or new information is presented, GMU will issue an Addendum/s to the solicitation document which will be posted on eVA and our Fiscal website – including Answers to Questions received by the Question due date listed on the IFB document.

29. **Question:** Was this bid posted to the nationwide free bid notification website at

www.mygovwatch.com? All of GMU's formal solicitations are posted on the Commonwealth of Virginia's e-Procurement site, eVA, and on our fiscal website.

30. **Question:** Other than your own website, where was this bid posted?

Answer: Please see answer above and links to those sites below:

eVA: <https://eva.virginia.gov/>

GMU Fiscal website: <http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

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

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

Name and Address of Firm:

Stand Energy Corporation

Date: 03/12/2020

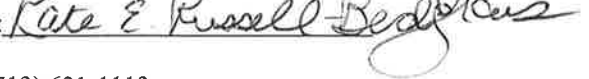
1077 Celestial Street, Suite 110

By: Kate E. Russell-Bedinghaus

Cincinnati, OH 45202

Title: Associate Counsel

Fed ID No: 61-1065157

Signature: 

Email: kbedinghaus@standenergy.com

Phone: (513) 621-1113

Sincerely,
Chi Nguyen
Senior Buyer
Purchasing Department
George Mason University



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.
hereby grants

National Women's Business Enterprise Certification to Stand Energy Corporation

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: September 19, 2008
Expiration Date: September 19, 2020
WBENC National Certification Number: 2005111337

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Council Ohio River Valley, a WBENC Regional Partner
Organization.

Sheila A. Nixon

WBENC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

Authorized by Sheila Nixon, Executive Director
Women's Business Enterprise Council Ohio River Valley

NAICS: 221210, 221122, 237120
UNSPSC: 83101601

