



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



## REQUEST FOR PROPOSALS GMU-1743-21

**ISSUE DATE:** December 10, 2021

**TITLE:** Landscape Maintenance Services

**PRIMARY PROCUREMENT OFFICER:** Katherine Sirotin, Director, [ksirotin@gmu.edu](mailto:ksirotin@gmu.edu)  
**SECONDARY PROCUREMENT OFFICER:** Chi Nguyen, Senior Buyer, [enguyenn@gmu.edu](mailto:enguyenn@gmu.edu)

**QUESTIONS/INQUIRIES:** E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) **January 03, 2022**. **All questions must be submitted in writing via email.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM ET **on January 05, 2022**. Note: Questions must be submitted via email (if you wish to submit a document with questions please make sure it is a WORD document). The subject line of your email MUST include the words "Question, and RFP GMU-1743-21". Failure to include these words in the subject line may result in your question not being received or answered. It is the offeror's responsibility to confirm that their questions were received by the Buyers prior to the deadline. GMU shall not be responsible for any emails caught in a firewall, delivered late, failure to deliver, etc. Also see section III. COMMUNICATION, herein.

Mason Purchasing Website Link: <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

**ELECTRONIC PROPOSAL DUE DATE AND TIME:** **January 12, 2022 at 2:00PM Eastern Time (ET).**  
**SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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

Name and Address of Firm:

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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

FEI/FIN No. \_\_\_\_\_

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

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

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

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

SWaM Certification Number: \_\_\_\_\_

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

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a contract/contracts through competitive negotiations for providing comprehensive landscape maintenance services at the Fairfax, Arlington, Prince William, Potomac Science Center and Point of View Campuses at George Mason University, a corporate institution of the Commonwealth of Virginia. The University reserves the right to award contracts to one or multiple vendors.

Interested Offerors shall also submit, as part of their offer for comprehensive landscape maintenance service, a separate proposal and pricing for Organic Land Care for Mason's Merten Hall and Peterson Facilities. This Organic LandCare Scope of Work can be found in Attachment J. This Scope of Work is an addition to the main scope of work and it is at Mason's total and complete discretion if we move forward with this scope or not.

**Please Note:** No site walkthrough or pre-proposal conference is being offered for this solicitation. George Mason University is a Public, State, University and our campuses are open to the public. Interested offerors are encouraged to visit the work sites prior to the Question deadline and submit all questions in writing (by email), regarding this solicitation and the work sites, by the Question deadline. Failure to visit the sites or submit questions prior to the deadline may result in your offer being scored lower. Claims, as a result of failure to inspect the job sites, will not be considered by the University.

**SITE ADDRESSES TO BE COVERED UNDER SOLICITATION/CONTRACT:**

- Fairfax: 4400 University Dr. Fairfax, VA 22030
- Arlington Campus: 3351 North Fairfax Drive, Arlington, VA 22201-4426
- Science and Technology Campus (Prince William Campus): 10900 University Blvd, Manassas, VA 20110
- Point of View Facility: 7301 Old Spring Dr. Lorton, VA 22079
- Potomac Science Center: 650 Mason Ferry Ave. Woodbridge, VA 22191
- Mathy House: 11020 Popes Head Road, Fairfax, VA 22030
- Sally-Mathy Lodge: 11032 Popes Head Road, Fairfax, VA 22030
- Sunny-Mathy Cottage: 11030 Popes Head Road, Fairfax, VA 22030
- Carty House: Kelly Drive, Fairfax, VA 22030
- Capitol Connection House: Kelly Drive, Fairfax, VA 22030
- Student Townhouses: Units A, B, & C: 4262, 4264, 4266 Chain Bridge Rd. Fairfax, VA 22030
- University Townhouses: 4260 Chain Bridge Rd. Fairfax, VA 22030

**CAMPUS MAPS:**

<https://info.gmu.edu/campus-maps-and-directions/other-mason-sites/>

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

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

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

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

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

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

- VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- VII. SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>
- VIII. SMALL BUSINESS SUBCONTRACTING PLAN:** 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 offerors are required to fill out and submit Attachments A with their proposal.

**Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.**

- IX. PERIOD OF PERFORMANCE:** One (1) year from date of contract execution with four (4) successive one-year renewal options (or as negotiated). It is Mason's intent to have this Contract being on March 1<sup>st</sup>, 2022 (unless otherwise negotiated).
- X. BACKGROUND:** George Mason University's short history is one of an enterprising and innovative pioneer, creating a major teaching and research university from a small, one-room schoolhouse in just 50 years. George Mason University is recognized as an innovative, entrepreneurial institution with global distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering and information technology, dance, organizational psychology and health care, Mason students are routinely recognized with national and international scholarships. Enrollment is more than 38,000, with students studying in 198 degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 200,000 living alumni with 60% residing in the Washington Metropolitan Area.

Mason has campuses in Fairfax, Arlington, and Prince William counties. In addition to these three campuses, George Mason University operates a site in Woodbridge, VA and another Lorton, VA and has partnered with the Smithsonian Institution to create the Smithsonian-University School of Conservation in Front Royal, Virginia ( the Smithsonian site is not currently covered under the incumbent contract or in this RFP). Approximately 6,000 employees are distributed at these locations. Mason also offers programs online and at the Center for Innovative Technology in Herndon. Each location has a distinctive academic focus that plays a critical role in the economy of its region.

Mason has a current, incumbent contractor, Brightview Landscape Services, Inc. providing comprehensive landscape

maintenance services for the facilities listed in this solicitation. This contract will fully expire on February 28, 2022 and it is Mason's intent to have the new contractor begin services on March 01, 2022. The contract, GMU-1300-16, and all related documents are available here: <https://vascupp.org/contracts/landscape-maintenance-services-1>

## **XI. STATEMENT OF NEEDS:**

- A. GENERAL REQUIREMENTS: The intent of the University is to strive for and adhere to the established APPA Grounds Standards framework of a Level 2 standard (High-Level Maintenance) with modifications tailored specific to George Mason University (GMU) requirements, see Attachment D for the APPA standards. Strict adherence to certain specialty areas that are regulated by approved practices and guidelines such as storm water management and nutrient management is also required, see link for Storm Water MS4 Program (available at the following link: <https://facilities.gmu.edu/resources/land-development/> ) and Attachment E for Nutrient Management Plan. This is a performance-based Statement of Work (SOW) meaning, to the greatest extent possible, the requirements will be structured around the purpose of the work to be performed as opposed to the manner in which the work is to be performed. The intent is to give the Contractor/Service Provider the freedom to determine how to meet the SOW and encourage innovation. The Offerors will describe how they intend to meet the SOW requirements in their Technical Proposal.
1. It is the intent of the University to function as a contract monitor only. The Contractor/Service Provider will be responsible for ALL aspects of grounds care including quality assurance and quality control (QA/QC). Offerors should include their QA/QC Plan in their technical proposal.
  2. The Contractor/Service Provider shall provide innovative, customer service oriented, organized management and well-trained personnel. The Contractor/Service Provider and subcontractor employees must act at all times in a professional manner; present a professional, clean and neat appearance and maintain personal hygiene and a professional image; be dressed in clean uniforms at all times with their name and the company name stitched on their shirts or wear an appropriate identification badge; be properly trained; and utilize all required safety equipment and Personal Protective Equipment (PPE).
  3. The Contractor/Service Provider shall perform firm fixed-price (FFP) landscaping services. The Offerors are encouraged to utilize Google Earth in addition to site plans/maps, Attachments F-H, for workload data necessary for estimating the effort and cost data for accomplishing this Statement of Work's requirement. The Contractor/ Service Provider will be responsible for providing all equipment necessary including but not limited to blowers, mowers, weed-eaters, rakes, shovels, and other equipment and supplies. The Contractor/ Service Provider or subcontractor must hold the VA Department of Agriculture and Consumer Services Pesticide Applicator Certificate in Categories 3a and 3b and also be registered as a Certified Fertilizer Applicator with the same agency. Proof of these certifications should be included in the Technical Proposal.
  4. The University expects the Contractor/Service Provider to maintain a smooth, well-manicured lawn, free of eroded or bare spots, to provide for a neat and professional appearance; maintain shrubs, trees, ornamental plantings, and flower beds, to provide for a neat and professional appearance; and ensure a clean exterior appearance, free of litter and debris, including sidewalks, parking lots and all landscaped areas, particularly at building entrances, to provide for a neat and professional appearance. The Contractor/Service Provider shall maintain turf areas by watering, fertilizing, mowing, weeding, trimming, reseeding, and other operations, such as aerating and rolling, and replanting as required to maintain a smooth, acceptable lawn, free of weeds, pests, disease and eroded or bare spots.
  5. Work includes, but shall not be limited to; mowing, trimming and edging of lawn areas, lawn fertilization, lawn aeration, spot seeding, general over seeding, soil testing, plant pruning, mulching, leaf removal, weed control, and grounds policing. The Contractor/Service Provider shall additionally develop and implement an ongoing Integrated Pest Management (IPM) program to be included in the basic contract price. The Offeror's should include their experience with IPM programs and what they intend to do at George Mason University in their technical proposal.
  6. Services to be performed on an "as-needed" basis at an additional cost to the contract price shall be indicated as pre-approved time and material. The Offeror shall provide labor rates for all labor categories associated with their offering on this RFP as a separate pricing document on their company letterhead.
  7. All work shall be performed following the direction of the University's Contract Administrator (CA) or designee. All equipment and personnel shall meet and comply with OSHA/VOSH standards. The University's regular hours of operation are Monday through Friday between 7am—5pm. There are exceptions to the "regular" hours. Noise restrictions are in place for Residential Housing areas and during exam periods. Those specific dates and times are to be coordinated with the Contract Administrator. Requests to work outside of these hours will be handled on an as-needed basis, case by case.
  8. The Offeror shall provide weekly schedule to show staffing and scheduled tasks for each week while performing the services requested to the Contract Administrator.
  9. The Offeror shall provide a dedicated crew of staff members who are assigned to direct report daily to the

assigned University sites. This request shall be explained and demonstrated in the Technical Proposal.

10. The Offeror shall alert a minimum of 72 hours in advance the Contract Administrator of any special requirements such as chemical turf applications or bedding applications.
  11. Event Coordination shall be accomplished through the Contract Administrator with the emphasis on alerts and communication to the stakeholders to ensure success in the planning process.
  12. The Offeror shall adhere to the parking policies of the Mason Parking and Transportation Department. The Offeror must also be mindful of the parking policies of all Mason campuses. If there are any logistical needs or issues concerning a project the Contract Administrator must be notified for coordination.
  13. The Offeror and the Contract Administrator shall meet monthly to review performance and invoices during the term of the contract, prior to any final approval of any invoice whether it be monthly or special enhancement projects outside of the general contract. If necessary, a quarterly meeting with all of the stakeholders can be set up to review the performance and address the needs of the contract at the discretion of the Contract Administrator.
  14. Each year there will be two (2) special events, Mason Spring Commencements and the annual Fall return of the students to each respective campus. An event schedule will be provided to the Offeror by the Contract Administrator well in advance for planning and coordinating purposes.
- B. **LANDSCAPE MAINTENANCE REQUIREMENTS:** The following items, 1 through 13, shall be included in the contractor's offer as part of their comprehensive landscape maintenance service plan/offer. These services must be included in the monthly fixed fee that the offeror proposes for each area in Attachment C – Pricing Schedule.

1. **LAWN CARE:** The following requirements apply to **ALL** turf grass areas covered by this contract.

- **Mowing, Trimming, and Edging:**

- i. Turf shall be mowed to consistently maintain a height of 3.5", as seasonal conditions dictate. If weather patterns prevent the Contractor from adhering to the planned schedule, it is the responsibility of the Contractor to add additional staffing or hours to their schedule, including working on weekends or holidays, in order to keep up with any back-logged areas in need and to prevent the turf grasses from exceeding the required height. It will be the responsibility of the Contractor to notify the Contract Administrator if these conditions arise. During optimal growing times mowing equipment and patterns shall be employed to permit recycling of the clippings and to present a neat, well-groomed appearance. All mowing shall be accomplished in a manner to preclude scalping, rutting, bruising, uneven and rough cutting, and to prevent excess clumps of grass.
- ii. Mower blades shall be sharp, to prevent the tearing of grass blades.
- iii. Mowers shall be mechanically sound, safe, and operated at a speed which will achieve a maximum and quality cut.
- iv. Trimming shall be performed around physical features (i.e. poles, walls, fire hydrants, signs, etc.) at every mowing interval to match the height and appearance of surrounding vegetation.
- v. Turf adjacent to all parking and non-parking curbs shall be vertically edged and trimmed at EVERY mowing interval.
- vi. Turf adjacent to all sidewalks, landings, driveways, and other paved surfaces shall be vertically edged/trimmed at EVERY mowing interval.
- vii. Turf adjacent to established bedding areas, including mulched tree rings, shall be vertically edged/trimmed at EVERY mowing interval.
- viii. The Contractor/Service Provider shall perform as many mowing, trimming, edging operations as may be required by this specification throughout the grass growing season to all turf areas.
- ix. Grass clippings shall be removed or mulched when visible after mowing. Remove all grass clippings from walkways, roadways and parking lots after mowing.

- **Fertilization:** A pre-approved (by the Contract Administrator), "slow release", fertilizer shall be applied to all turf areas as required. No more than a total maximum of 3.5lbs. of actual nitrogen per 1000sq. ft. of turf may be applied. Strict adherence to the current University Nutrient Management Plan, see Attachment E, must be followed. The Contractor/Service Provider shall perform an effective commercial fertilizer/ lime/ herbicide/ fungicide application program for all mowed turf areas. The Offeror's fertilization plan shall be included in their technical proposal. The application program shall be part of the Contractor/Service Provider's approved Integrated Pest Management (IPM) program. All applications shall be applied in accordance with the manufacturer's instructions. It is recommended that the type and amount of fertilizer/lime/herbicides/fungicides be based on the results of an annual soil test by a qualified soil laboratory.

- i. If granular products are used, any and all overthrown product material that hits sidewalks, roadways, or any other hardscape surfaces shall be removed immediately and thoroughly before applicators or service personnel leave the site.
  - ii. Do not apply fertilizer within 25' of a water feature, storm drain inlet, drainage ditch, or any other water conveyance system. Strict adherence to Department of Environmental Quality's, (DEQ), storm water Best Management Practices (BMP) is required for ALL identified conveyance locations, especially retention ponds (whether considered "wet" or "dry"). These practices and locations will be pre-located, reviewed and agreed upon with the Contractor/Service Provider and the Contract Administrator prior to any applications.
- Weed Control: It is the intent of the University to strive to and adhere to the APPA Level 2 relative to weed control. The Contractor/Service Provider is responsible for controlling all weeds. The Contractor/Service Provider shall include a weed control plan in their Technical Proposal. Herbicides can be used according to manufacturer's recommendations and in accordance with VA State Law and the Environmental Protection Agency (EPA) regulations. All applications shall be modified according to predicted weather conditions. In the event of wind, rain, or other poor atmospheric conditions, application of liquid/granular herbicides should be either rescheduled or undertaken with EXTREME caution to avoid wind drift, offsite movement, etc. which may endanger nearby plants, people, or any other non-target species.

The offeror will also be required to provide chemical application services (for herbicides, fertilizers, etc.) as necessary to maintain the sites/facilities in accordance with the APPA standards.

- Renovations and Improvements:
  - i. Aeration: It shall be the responsibility of the Contractor/Service Provider to aerate as needed. It is required that all turf areas are aerated a minimum of (2) times per growing season or more depending on soil and growth conditions. Upon completion of aerating practices, over-seeding of all areas is also required.
  - ii. Seeding:
    - The Contractor/Service Provider is responsible for correcting all bare or sparse spots to maintain a smooth and appealing lawn. Timing for seeding should be based on proper atmospheric conditions for Zone 7 for cool season turf grass species and also with core aeration practices for optimal growth.
    - Seed utilized for over-seeding turf areas shall be a blue tag certified seed mixture which is compatible with existing turf grass. A copy of the seed tag is to be provided to the Contract Administrator. Seeding rates shall be determined by seed variety recommendations.
    - If soil amendments, i.e compost, are needed then a recommendation and proposal is to be provided to the Contract Administrator for consideration based on soil testing results.
- Soil Tests: A soil test shall be performed by the Contractor/Service Provider not less than once per year in each designated area. Results of the soil test shall be provided to and discussed with the Contract Administrator. Based on the results of the soil tests, the Contractor/Service Provider shall recommend if liming is required. If any liming is required, it is the responsibility of the Contractor/Service Provider to provide as part of their fixed-fee. Soil tests should also adhere to and coincide with the current University Nutrient Management Plan.

## 2. TREES, SHRUBS, GROUND COVER, BEDDING/MULCHED AREAS, AND WOODLAND PATHS:

- Pruning:
  - i. ALL ornamental trees, shrubs, and groundcover on the site shall be pruned and shaped in accordance with accepted horticultural practices (this should include considerations to the preservation of flower buds and berry production) to promote proper plant vigor and growth.
  - ii. ALL trees, shrubs, and groundcover shall be pruned to remove dead or damaged branches to develop and retain the natural form of the plant and/or create and accomplish their use in the landscape design. Plant material and shrub growth shall also be prevented from growing in front of windows, walkways, building entrances, light fixtures, seating areas, irrigation controls, pedestrian pathways, signage, and egress areas.
  - iii. Trees and shrubs located in or near parking lots/spaces and right-of-ways shall be pruned and maintained to allow proper visibility and sightlines, or as not to obstruct safe visual sightlines.

- iv. Unless otherwise directed by the University, tree leaders are not to be cut.
- v. Shearing shall be confined to areas of formal plantings, such as hedges that are horticulturally responsive to such practices.
- vi. The Contractor/Service Provider shall prune and correct damage and/or breakage done to plants and shrubs caused by routine storms, ice, wind, and vandalism. Severe or excessive damage due to out of the ordinary, violent, or catastrophic events shall be evaluated and discussed with the Contract Administrator.
- vii. The Contractor/Service Provider shall remove limbs:
  - Which rub against buildings or structures,
  - Which interfere with pedestrian or vehicular traffic,
  - In order to maintain heights to ensure sightlines, illumination of stairs, ramps, and security at doors or features.
- viii. ALL pruned, trimmed, sheared, or otherwise removed material due to pruning activities shall be removed from the site immediately following said practices.
- ix. The Contractor/Service Provider shall maintain and practice horticulturally accepted methods of cleaning, sterilizing, and maintaining pruning related tools as to provide clean and accurate cuts and mitigation of potential spread of disease.
- x. The Contractor/Service provider will be responsible for ALL plantings. This should include all above grade potted plants, planters, raised garden areas, roof gardens, or unique arrangements beyond the normal below grade trees/cultivars. This includes watering, if needed.

- Weed Control:

- i. The Contractor/Service Provider is expected to control weeds in all planting, landscaped, and hardscaped areas. Weed control is to be performed by both manual and chemical means. It is the desire of the University to achieve and maintain an APPA Level 2 Service Level for all areas defined. The Contractor/Service Provider must include their weed control plan with their Technical Proposal.
- ii. The Contractor/Service Provider shall coordinate all applications in conjunction with any “in-house” horticulture operations. This should be coordinated prior to any activity.
- iii. The Contractor/Service Provider shall visually inspect, at EVERY mowing interval, during the regular growing season, all mulched areas. As necessary, manually remove weeds and/or apply weed control herbicide to control weeds and annul grasses. Weed controls should be practiced when weeds present a visible problem. Levels should never reach more than 5% of the total surface of the area observed.
- iv. The Contractor/Service Provider shall inspect, at every other mowing interval during the normal growing season; all woodland sidewalks, buffers, and right-of-ways and as necessary apply a post-emergent to control encroaching undergrowth, poison ivy, and other noxious weeds within four (4) feet.
- v. Manual weeding of ALL planting beds shall be performed as-needed to maintain 5% or less and to ensure proper follow-up control.
- vi. Manual weeding around all tree bases/rings shall be required as to gain proper root collar flare and avoid bark/cambium damage from string trimmers.
- vii. The Contractor/Service Provider shall, as-needed during the regular growing season, inspect all joints and cracks in concrete, asphalt or graveled curbs, roadways, sidewalks, and parking lots for invasive weed growth. As necessary the Contractor/Service Provider shall apply a quality non-selective herbicide for the control of such weeds. Extreme caution shall be exercised when using these controls as to avoid damaging nearby desirable plant materials.

- Mulch:

- i. For the health of the plants ALL trees, shrubs, and planting beds shall be uniformly mulched to achieve a maximum depth of three (3) inches. The Contractor/Service Provider shall not be required to remove existing mulch, unless the site has an excess of the maximum allowable depths. Existing mulch shall be cultivated prior to applying new mulch in order to minimize compaction, over-applications, and allow for maximum percolation. Examples are mulch volcanoes around trees. This condition is unacceptable and shall be corrected by the Contractor/Service Provider”
  - For aesthetic and horticultural purposes color-enhanced mulching shall be performed at least (1) time during the growing season. If additional applications are needed, they are to be



coordinated with the Contract Administrator on a case by case basis. The 1<sup>st</sup> application shall be performed in early spring, and must be 100% complete prior to University Commencement in May.

- If necessary, a 2<sup>nd</sup> application, shall be completed during early August, prior to the return of the student body. This is to be especially considered at our Main Campus public venues (EBA, Center for the Arts, Merten Hall areas). If other areas require a second application the need is to be coordinated with the Contract Administrator.
  - ii. Mulch shall be spread around and under all plant material and will not cover any above ground portions of the plants.
  - iii. Mulch shall be spread evenly over the entire planting area to provide a uniform appearance. Careful attention should be paid as to prevent the creation of “mulch volcanos” around trees and bedding areas, and to allow proper “flaring” of the root collars of trees and shrubs.
  - iv. Mulch shall be confined to the planting beds and will not “bleed” outside of the bedding areas.
  - v. Mulch shall never be spread or allowed to migrate into or around any of our existing stormwater conveyances/drains/inlets in order to allow proper flow and no accumulating blockages.
  - vi. Mulched areas that are disturbed by mowing or cultural maintenance activities shall be replenished to provide a neat and well maintained appearance at all times.
- d. Edging:
- i. All mulch beds and in-lawn trees/rings shall be edged prior to or in conjunction with the application of the mulch. Special consideration should be used while working near plant species with surface type root systems, such as Maples.
  - ii. Edging is to be performed manually with a spade tool around all hardscape areas or physical features that inhibit the use of mechanical tools or may cause damage. Mechanical means and methods are acceptable at all other open areas, provided that pedestrian traffic has been considered.
- e. Fertilization of Trees, Shrubs, and Groundcover: The Contractor/Service Provider shall fertilize trees, shrubs and groundcovers as required

3. LEAF REMOVAL:

- c. The Contractor/Service Provider shall collect and remove all leaves from the lawn areas, in and around plants and shrubs, along surfaced areas (walkways and roadways) and next to all buildings and structures. The University’s expectation is:
  - i. There shall be no turf grass damage/decline due to the accumulation of leaf litter.
  - ii. There shall be no build-up of leaves on turf areas that could cause unsightliness.
  - iii. There shall be no build-up of leaves in planting areas that could cause plant damage, unsightliness, or decline to overall plant vigor.
  - iv. Leaves shall not build-up on walkways, parking lots, curbs, storm drains, staircases, building entrances, loading docks, etc. to prevent flooding of roadways, tripping/slip hazards, and to allow for proper storm water runoff.
- d. Leaf, sticks, and organic debris removal shall be performed DAILY during the months of October, November, and December. It is expected that bulk collections may also be necessary during the contract period. Leaf, sticks, limbs and organic debris removal shall be performed as-needed, such as in the case of storms, heavy winds, etc., in order to keep building entrances, stairs, storm structures, light fixtures, drains, roadways, etc. clear to prevent hazardous conditions. The Contract Administrator may contact the Contractor/Service Provider to schedule the prompt removal (within 24 hours) of said target or problem areas. This service is to be included in the fixed-fee cost.
- e. The Contractor/Service Provider shall provide off-site disposal of all collected leaves, sticks, limbs, or organic debris. The use of University dumpsters is strictly prohibited.

4. FLORAL PLANTINGS: The Contractor/Service Provider shall provide labor, tools, and materials to install spring and fall flower rotations in beds at campus entrances, formal building signage/entrances, and areas of high pedestrian visibility as to provide a pleasing landscape at an APPA Level 2. Recommendation on planting sites should be included in the Contractor’s technical proposal. Current mapping of those sites will be provided via Attachments for reference. To the greatest extent possible; native, drought tolerant, and non-invasive plants should be considered. The Contractor/Service Provider shall fertilize and irrigate the plantings as needed to provide a pleasing appearance. Health and vigor will dictate the cycle of fertilization and disease/insect control, and beds are to be kept weed free. Dead plants shall be removed and replaced by the Contractor/Service Provider. The specific species and cultivar will need to be reviewed and approved by the

Contract Administrator prior to installation. GMU reserves the right to choose any variety or combination of varieties prior to the order being placed. Water will be provided for use in irrigating floral plantings, but only on the grounds of GMU.

5. INTEGRATED PEST MANAGEMENT (IPM):

- c. The Contractor/Service Provider shall develop and implement an IPM program for the control of insects and diseases for all turf, ornamental trees, shrubs, groundcover, and all rotational floral plantings covered by this contract. Regular and timely reports are to be created and copies provided to the Contract Administrator. This shall be included in your Technical Proposal for review.
- d. Based on the results of the inspections and reports, the Contractor/Service Provider shall be responsible for immediately notifying the Contract Administrator as to the need to apply insecticides or fungicides to control insects and diseases which exceed acceptable thresholds and/or may cause damage to or be detrimental to the health of the plant material. The Contractor/Service Provider will be responsible for repairing any and all damage caused by lack of prompt notification including treating, repairing, or replacing to the satisfaction of the University at no additional cost.
- e. The Contractor/Service Provider shall recommend insecticide, herbicide, or fungicide along with type, dosage rate, number of applications, and specify areas that require coverage.
- f. The Contractor/Service Provider shall provide, as-needed, all insecticide, herbicide, or fungicide applications. These applications will be pre-approved by the Contract Administrator or designee.
- g. All necessary applications shall be done at the time of minimal pedestrian activity.
- h. On occasion, preventive control measures may be required to control potential insect and disease problems considered inevitable due to environmental conditions. If such conditions exist, the Contractor/Service Provider shall promptly notify the Contract Administrator.

6. GROUNDS POLICING: The Contractor/Service Provider shall police all of the grounds areas prior to the start of landscape maintenance operations, at every site visit. This work includes the cleanup of all debris such as litter, trash, twigs and sticks to be in compliance with the Level 2 APPA Service Standard

- C. SERVICES TO BE PERFORMED IN ADDITION TO THE BASIC CONTRACT PRICE: The Contractor/Service Provider shall provide the following services on an "As Needed" basis. These services will be billed on a time and material basis; labor categories and rates shall be provided in as a separate IDIQ/T&M pricing schedule, on the Offeror's company letterhead. Material, equipment, parts etc. shall be billed at actual cost to the contractor and invoices will be required to substantiate the cost. If these services are requested, the Contractor/Service Provider shall provide a written estimate to the Contract Administrator upon request, for approval. Services shall be performed only after a University (eVA) purchase order has been issued except in the case of an emergency. Labor rates, as offered in the vendor's proposal, are expected to be part of the technical proposal, contract agreement and referenced for the pricing of any additional services.

- 1. Emergency Services or Repairs: Emergency services shall be billed on a time and material basis. Categories include, but are not limited to; damage to trees, turf, or plant material caused by unforeseen catastrophic events such as high winds, hurricanes, lightning, ice/snow damage, or vandalism.
- 2. Replacement of Trees, Shrubs, Groundcover, and Turf: The Contractor/Service Provider shall evaluate and provide a written estimate for replacement. Prior to replacement, a meeting with the Contract Administrator shall be held to determine the cause of any plant material failure. If at the time of diagnosis it is found to be the responsibility of the Contractor/Service Provider for the plant material's decline, they will replace at their expense. The Contractor/Service Provider shall provide adequate water to new plantings that will ensure proper establishment. The Contractor/Service Provider agrees to provide 100% guarantee for replacement, if the newly planted materials fail, for up to a minimum of (1) one year from the installation date. For all new or replacement plantings or their considerations; the Contractor/Service Provider shall request and be provided the approved plant list housed by the University prior to any installations. Strong consideration must be given to the use of native plants or cultivars of native plants prior to approval. Invasive species are prohibited.
- 3. Tree Trimming (beyond the base contract scope)
- 4. Tree Removal (with or without stump removal)
- 5. Additional Leaf Removal/Clean-up (beyond the base contract scope)

6. Additional mulching (beyond the base contract scope)
7. Turf Renovation
8. Aeration (beyond the base contract scope)
9. Top Soiling, composting and topdressing (beyond the base contract scope)
10. Snow Removal Services (Priced Per Event): The Contractor shall also provide pricing, in their IDIQ/T&M Pricing List, to include snow removal services at the Point of View Facility and Potomac Science Center.
11. Any other categories/rates/services that the Contractor can provide that are related to the scope (beyond the base contract scope).

D. **PRODUCTS AND MATERIALS**: All products and materials selected by the Contractor/Service Provider shall be approved by the Contract Administrator prior to applications. Products or materials shall be applied in accordance with manufacturer's recommended procedures and within the seasonal limitation which govern the effectiveness or the expected results of a particular product or material.

1. Grass Seed: The Contractor/Service Provider shall provide an approved blue tag certified seed mixture which is compatible with existing grass and suitable to environmental conditions of the Northern Virginia Transitional Zone. Seed mixtures for general turf areas shall consist of 100% turf type cool season blends. Consideration will be given to the use of native grass varieties.
2. Fertilizer: To meet the needs of the different kinds of vegetation being maintained, the following types of commercially available fertilizers are recommended.
  - Turf Areas: The Contractor/Service Provider shall provide a professional quality, commercial granular fertilizer containing Nitrogen, Phosphorous, and Potassium (NPK). At least 50% of the Nitrogen content must be from a slow release source in order to avoid extreme fluctuations of shoot growth and color and to provide for a steady source of Nitrogen between applications.
  - Broad Leaf Evergreens: The Contractor/Service Provider shall provide an appropriate natural fertilizer (i.e. Cottonseed Meal) or commercial granular material with an analysis suitable for this broad category of plants, and pre-approved by the Contract Administrator.
  - Trees and Flowering Ornamentals: All trees shall be fertilized by deep root feeding. The Contractor/Service Provider shall provide a suitable liquid commercial fertilizer containing the appropriate NPK ratio. Flowering ornamentals may be fertilized with granular products, but must be pre-approved by the Contract Administrator.
  - Shrubs and Groundcover: The Contractor/Service Provider shall apply a complete commercial fertilizer of a granular nature containing NPK ratio of 1:1:1 with a comparable chemical ratio. Nitrogen content should be from a controlled slow release source, and pre-approved by the Contract Administrator.
3. Herbicides: The following herbicides are recommended. The use of herbicides must be pre-approved by the Contract Administrator.
  - c. **Turf Areas**:
    - Pre-emergent shall be provided for the selective quality control of annual weeds such as crabgrass, foxtail, goose grass, and annual bluegrass which is safe for use on fine cool season turf.
    - Post-emergent shall be provided for selective quality control of broadleaf weeds such as dandelion, buckhorn, plantain, chickweed, henbit, clover, ground ivy, etc. which is safe for use on cool season turf.
  - d. **Bedding Areas**:
    - The Contractor/Service Provider shall provide a selective, pre-emergent herbicide for the control of grassy annuals which is safe for use in planting beds and mulched areas.
    - The Contractor/Service Provider shall provide a quality non-selective, non-residual herbicide for use on all types of weeds as a follow up to pre-emergent applications. Applicator shall

exercise extreme caution when using this type of herbicide in planting beds and mulched areas as not to injure desirable vegetation.

- e. Sidewalks, Paved Areas, and Fence Lines: The Contractor/Service Provider shall provide a quality non-selective, post-emergent non-residual herbicide to control all weeds in sidewalks, curbs, fence lines, parking lots, and patio areas.
- 4. Mulch: The Contractor/Service Provider shall provide color-enhanced, double-shredded hardwood mulch which is clean and of a homogenous color and texture.
- 5. Lime: The Contractor/Service Provider shall provide an agricultural dolomitic limestone of a granular nature which is applicable to adjustment of soil pH. Insecticides and Fungicides: The Contractor/Service Provider shall provide EPA registered insecticides and fungicides for the control of insect infestations and turf and plant diseases. Herbicides shall be applied strictly according to manufacturer's recommendations and **in accordance with Virginia State Law and EPA Regulations.**

E. CLEAN UP AND PROTECTION:

- 1. The Contractor/Service Provider shall remove from and about the premises all related trash and debris and shall leave area clean and ready for use. The Contractor/Service Provider shall not dump or dispose of any debris generated as a result of performance under this contract in University dumpsters or on University property. All debris shall be removed from the site at the end of each work day and properly disposed of in a licensed landfill or as otherwise required by law.
- 2. The Contractor/Service Provider shall be responsible for protecting existing landscape from damage during landscape maintenance operations. Damage to plantings and/or surrounding premises caused by the Contractor/Service Provider's negligence or nonfeasance shall be repaired, replaced, and/or treated at no cost to the University.
- 3. The Contractor/Service Provider shall perform contract work in such a manner as to not interrupt or interfere with the operation of any existing activity on the premises or with the work of any outside contractor or service provider.
- 4. Any fertilizers, lime, herbicides, seed or other granular type of products that are applied and subsequently land on/near sidewalks, roadways, storm inlets, building entrances, or any other hardscaped areas that are outside the targeted zones shall be immediately collected and/or removed from those non-target areas prior to applicator or staff leaving the property/site.
- 5. The Contractor/Service Provider shall conspicuously post all areas that are to be treated with chemicals (including fertilizers, pesticides, herbicides, lime, or any other noxious materials) with appropriate and legible signage that displays dates of application, applicator ID number, and company contact information, in accordance with Virginia State Law. Once the "no entry" period has expired, the signage shall be promptly removed from the site by the Contractor/Service Provider.
- 6. The Contractor/Service Provider shall maintain a current Pesticide Applicators License and provide copies to the Contract Administrator to keep on file. The Contractor/Service Provider shall also maintain and provide current SDS documentation related to all products applied.
- 7. If for any reason a complaint, investigation, violation, or fine is to occur, the Contractor/Service Provider/Service Personnel is to notify the Contract Administrator and the University, IMMEDIATELY, and provide copies of ALL documentation.
- 8. The Contractor/Service Provider shall provide a written quarterly sustainability or recycling report for all materials removed from the site i.e. leaves, grass clippings, mulch, or other organic matter. The amount of pounds of recycled material can be collated and recorded for credits.

F. ORGANIC LAND CARE SCOPE (ATTACHMENT J):

- 1. Offerors shall also provide a separate proposal and pricing (on Tab 2 of Attachment C, Pricing Schedule), as part of their offer on this solicitation, for a comprehensive plan for providing Organic Land Care Services at George Mason University's Peterson and Merten Hall Spaces on the Fairfax Campus:

- Organic Land Care is defined as a sustainable ecological landscaping system that promotes and enhances biodiversity, biological cycles, and soil biological activity. It is based on minimal use of off-site inputs and on management practices that restore, maintain, and enhance ecological harmony and beauty in urban and suburban landscapes and gardens. “Organic” means landscaping with no synthetic pesticides of any kind (insecticides, herbicides, fungicides, etc.) and with no synthetic fertilizers or soil amendments.
2. It is the intention of this contract and the University to adhere, as closely as possible, to the technical specifications spelled out in the main body of the contract (the non-organic portion) while implementing these organic practices and standards on the (2) sites specified in the included attachments (Merten Hall and Peterson Hall). APPA Level II is the desired final product and appearance.
  3. This scope is an additive scope to the primary scope and it is at Mason’s total and complete discretion if we opt into procuring this additional scope/service as part of any contract award.

## **XII. PRICING SCHEDULE & COST OF SERVICES:**

1. The Contractor shall provide a Firm Fixed Price (FFP) schedule by completing Attachment C – Pricing Schedule (EXCEL FILE) for each service and area inclusive of all services/requirements listed in Section XI. Statement of Needs. If your FFP pricing is NOT inclusive of any services, labor rates, equipment, fees, etc. to fulfill the requirements of this RFP you MUST clearly state what is excluded from your FFP pricing in your offer. This Excel File must be filled out completely and submitted as part of your offer. Any missing items or areas marked Not Applicable (N/A) may cause the Contractor’s proposal to be scored lower by the committee for failure to provide information. This Attachment MUST be submitted as an Excel file. If you submit it as a PDF or other file format your offer may be scored lower. Please note that there are two (2) tabs to the Attachment C – Pricing Schedule Excel Sheet and the Contractor must complete both: Tab 1 is for the traditional landscape maintenance program and Tab 2 is for the Organic LandCare Program Scope (Attachment J). For Tab 2 the Contractor must provide a firm fixed price for the Organic LandCare scope and a comparison price for the traditional (non-organic) landscape scope for these two sites (Merten and Peterson Halls).
2. The Contractor shall ALSO provide, on their company letterhead/pricing document, an Indefinite Delivery Indefinite Quantity (IDIQ) Schedule and/or Time & Material (T&M), and/or Labor Rates Schedule that lists out all the services, labor categories and rates, equipment charges/fees, etc. that your firm can provide or that are not included in your Firm Fixed Pricing Offering. If you are offering any IDIQ/T&M services that are not included in your FFP pricing you MUST clearly notate what is excluded as part of your offer. Labor rate schedules must show ALL labor rates including standard rates, overtime rates, holiday rates, etc. All rates paid to your employees, subcontractors, etc. shall be in accordance with the Code of Virginia 40.1-28.10 Minimum Wage requirements.
3. All prices shall be F.O.B Destination and shall include all charges that may be imposed in fulfilling the terms of this contract.
4. For IDIQ/Time and Material Work Labor Rates will be paid on the basis of productive time at the site. Standard billing rates are to be billed for work done between 7:00AM to 5:00PM Eastern Time (ET) Monday through Friday. Overtime billing rates are for any work done Monday through Friday, 5:00PM through 7:00AM Eastern Time (ET) weekends and holidays. George Mason’s Holiday Schedule is available here: <https://hr.gmu.edu/benefits/leave/holiday-schedule/>
5. For IDIQ/Time and Material Services (outside of the FFP Scope): The Contractor may be required to provide materials, rental equipment, and/or subcontractors to fulfill requirements of this contract. If the contractor provides materials, rental equipment and/or subcontractors, the compensation will be based on the actual cost of the materials, equipment or subcontractors. The Contractor shall invoice all materials, equipment rentals, or subcontracts, based on the actual cost of the materials, equipment or subcontractors and must provide suppliers invoices and receipts to substantiate costs to the University. Materials and parts must be bid either at contractor’s invoiced cost or on a bid percentage discount from manufacturer’s published list or catalog prices. If specialized equipment or materials are required the rental or material costs must include any operator, driver, user fees. No additional costs of any kind will be allowed.
6. The Contractor shall not accept work which will require the use of a subcontractor without obtaining the approval of the Buyer and the Contract Administrator.

7. The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Buyer. Upon receipt of the Contractor's request, the University shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the Contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.
8. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Bureau of Labor Statistics index, change in manufacturer's price, etc. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the University's Buyer. The increased contract unit price shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. Orders placed via Mason Purchase Order, shall be considered to have been received by the Contractor after the fifth (5th) calendar day following the date issuance. The University's Buyer may cancel, without liability to either party, any portion of the contract affected by the requested increase and any materials, supplies or services undelivered at the time of such cancellation.

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

#### **A. GENERAL REQUIREMENTS:**

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

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

**ELECTRONIC PROPOSAL SUBMISSION ONLY:** Due to the Coronavirus/COVID-19 outbreak, at this time, and until further notice, Mason will ONLY be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids. If you submit your offer in any other form (aside from electronic) Mason will not receive or accept it.

**The following shall apply:**

- a. You must submit your bid/proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's **email address** as specified in the Bid/RFP.
- b. The subject line of your email submission should read, "**RFP GMU-1743-21** If you are sending multiple emails, please state so in the subject line with the wording, "This is email # \_ of \_ total"
- c. The offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
- d. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted.
- e. While you may send your proposal in multiple emails, each email itself may only have one

PDF attachment containing all supplemental information and attachments.

- f. Each email may not be larger than 20MB.
- g. All solicitation schedules are subject to change.
- h. Go to Mason's Purchasing website for all updates and schedule changes.  
<https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. **Proposals shall not exceed one hundred (100) pages TOTAL (this includes all offeror appendices and attachments).** Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.

The page limitation DOES apply to/include the table of contents, dividers, resumes, Quality Manuals, ISO 9000 registration, documentation, or appendices and active/completed contract list. Any pages in excess of one hundred (100) will not be evaluated. No material may be incorporated by reference. All pages must be numbered. In order to reduce redundancy in the proposal, the offeror may reference another section in the proposal rather than duplicate the information in more than one location, however, consistency in the logical flow of the subject matter must be maintained. Information that is provided that exceeds the page count may not be considered by the Committee and may result in a lower score during evaluation.

**The only items excluded from the one hundred (100) page count are as follows:**

- ii. The GMU cover page (Page 1) that the vendor must sign and return with their offer is excluded from the page count.
  - iii. Any GMU Addendums to the RFP that the vendor must sign and return with their offer are excluded from the page count.
  - iv. The Executive Summary and Attachment F are excluded from the page count.
  - v. Attachments A, B, C and F (which the vendor must complete and return with their offer) are excluded from the page count.
- c. **The Offeror shall provide a three (3) page Executive Summary at the very beginning of their proposal which shall include a two (2) page Summary and include Attachment F – Subcontract Grid (as page 3). The 2 page executive summary and Attachment F – Subcontract Grid (as page 3) must be included as the first three (3) pages of the offeror's proposal (coming after the Offeror's Cover Page and Table of Contents).**
    - i. Executive Summary is defined as: "The executive summary is a two-page document that summarizes the main, compelling elements of your offer, how it meets with Mason's specific objectives and why Mason should select you as their landscape maintenance services contractor."
  - d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

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

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

**IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.**

7. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal.

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Complete and return Attachment A - Small Business Subcontracting Plan.
- c. Complete and return Attachment C – Pricing Schedule in Excel Format (do not convert or change to a PDF or other document format. Tab 1 is mandatory, Tab 2 is Optional. As part of your Pricing offer you shall also provide, on your company letterhead, your labor categories/rates, equipment rental fees, service pricing, etc. for any “as needed” services that fall outside of the Firm Fixed Price portion of your pricing.
- d. Complete and return Attachment F – Subcontractor Grid.
- e. State your payment preference in your proposal response. (See section XVI.)
- f. Provide your Contractor & Subcontractor's Licenses for these services.
- g. Provide your Certificate of Insurance and ensure it meets the insurance requirements as outlined in Attachment B – Sample Standard Contract, Clause DD. Insurance.
- h. Review Attachment B – Sample Standard Contract. It is Mason's intent to use our standard contract for award of this RFP. If your firm intends to take exception to any of the terms and conditions in Attachment B – Sample Standard Contract, please clearly state as such in your offer and provide your redlines/comments/exceptions with your offer. If you plan to amend our standard contract by including any of your firm's terms and conditions please attach a copy of those terms and conditions with your offer. Please note that Mason is a state agency and cannot agree to terms and conditions that require us to indemnify or hold harmless a vendor, cap liability at \$0.00, waive our right to a jury trial, proactively agree to pay attorney's or collections fees, waive our sovereign immunity, agree to the governing laws or jurisdiction of a state aside from the Commonwealth of Virginia, or reduce the insurance requirements. Failure to reach acceptable terms in a timely fashion may result in Mason rejecting your offer and rescinding any contract offer.



2. Specific plans (methodology) for providing the proposed services including:
  - a. Provide a proposal that describes the tasks and processes that will be performed, the methodologies and techniques that will be used, and the personnel and non-personnel resources that will be applied to achieve the overall contract objectives and the functional results specified in Section XI Statement of Needs. The proposal shall describe the work requirements proposed by the offeror to successfully meet the specified contract requirements as outlined in Section XI Statement of Needs. This should include:
    - i. The offeror's Technical Plan (Methodology) for performing these contract requirements.
    - ii. The tools, materials, equipment, personnel etc. that will be used to execute the contract requirements.
    - iii. The Offeror's should include their experience with Integrated Pest Management (IPM) programs and what they intend to do at George Mason University in their technical proposal
  - b. **The Offeror shall also address and thoroughly answer the following questions in their proposal (if you are planning on subcontracting any work your subcontractor/s must also answer the questions listed below, provide supporting documentation, and those answers shall also be submitted as part of the prime offeror's proposal. If you have multiple subcontractors you must list them all and they must each provide answers and documentation to sufficiently answer the questions below):**
    - i. What is the procedure if your (and your subcontractors' - if applicable) personnel show up to the work site without necessary uniforms, supplies and equipment?
    - ii. What is the procedure to distribute necessary uniforms, supplies and equipment to your (and your subcontractors' – if applicable) workers?
    - iii. George Mason University desires all its contractors to operate in a manner that reflects positively on the university. Describe your (and your subcontractors') approach to maintaining positive relationships with students, faculty and staff, government authorities and organized labor?
    - iv. Describe your (and your subcontractors') approach to maintaining George Mason's university's positive reputation related to your contract. How does your (and your subcontractor/s) firm respond to allegations, concerns or questions posed by the media or presented on social media
    - v. Describe your procedure for maintaining payroll records for both your employees and those of your subcontractors. Describe your record-keeping system demonstrating that all personnel are paid on time.
    - vi. Summarize your (and your subcontractor's) policy and procedure for investigating complaints made by company personnel
    - vii. Are you and/or your subcontractor currently involved in litigation with any party?
    - viii. Please list any investigation or action from any state, local, federal or other regulatory body ( OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years
    - ix. Please list all lawsuits that involved your firm or any subcontractor in the last three (3) years
    - x. Please provide your (and your subcontractors') range of hourly rates you pay your employees (the actual rate of pay/unburdened).
3. Qualifications and Experience:

Management and Quality Program: The Offeror is responsible for establishing effective management controls in the performance of the contract. Submit a written narrative stating how the Offeror plans to accomplish work listed in the Statement of Work Section. Offeror's proposal must include the following:

- a. History: Include a brief history of the company and its services to institutions of higher education similar in enrollment size to George Mason University or organizations similar in size and area to George Mason University. List the names of equivalent institutions or organizations and the number of years contracted to perform services required in this Request for Proposal. Do not list more than three institutions.
- b. Organization: An organizational chart highlighting all positions and/or employees that would be assigned to the University's account. Provide description of each individual's position/labor category, involvement and the approach to complete service.
- c. Contract Implementation – The Offeror shall include with their proposal a conversion plan

that allows the best possible transition from the current contract to the new contract to be awarded under this RFP. The transition to new contract plan should identify major milestones of contract start-up. Offeror should state a precise plan for each step in assuming management control and describe its ability to commit the staff, personnel and resources required to develop a responsive management structure.

4. **References:** No fewer than three (3) that demonstrates the Offeror's qualifications preferably from other comparable higher education institutions your firm is/has provided these services which has been described herein (references should be similar in size and scope to Mason):
  - a. Provide references on no fewer than (3) relevant active contracts (minimum contract period: one year) or completed contracts within the last three (3) years. Relevant contracts are defined as contracts for services of the same size and scope contemplated herein. The university will focus on information that demonstrates quality of performance relative to the size and complexity of the contract. For each reference provide a brief description of the scope of the contract and state why the contract is relevant. Offerors should identify problems, weaknesses and/or deficiencies in the performance of the contracts given as references and their processes, corrective actions or method of problem solving resolution used to correct the weaknesses or deficiencies. For each reference provide the following information about each contract.
    - i. Name and address of contracting activity to which service is/was provided
    - ii. Contract Number
    - iii. Contract Title
    - iv. Contract Type
    - v. Original contract amount and current (or ending) contract amount. (explain reasons for any difference)
    - vi. Reference and/or Contracting officials' names, telephone numbers, and email address
    - vii. Contract Level (Prime or Subcontract)
    - viii. Award Date
    - ix. Contract completion/projected completion date
    - x. Provide a list of any active contract(s) terminated within the past five (5) years for other than convenience of the owner. If none, state.
    - xi. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.
5. **Pricing Schedule/Bid Form:** See Attachment C Pricing Schedule (EXCEL FILE ONLY). The Contractor shall also provide, on their company letterhead, a list of all IDIQ/Time and Material/Labor Rates & Categories for any IDIQ/T&M work that Mason may opt to request that falls outside of the Firm Fixed Price (FFP Scope). Note that this is a performance based contract and the Contractor's FFP pricing should be inclusive of all personnel, materials, equipment, subcontractors, etc. to complete the requested scope/requirements and maintain the sites/campuses as requested.
6. The Contractor/ Service Provider and/or subcontractor must hold the VA Department of Agriculture and Consumer Services Pesticide Applicator Certificate in Categories 3a and 3b and must provide a copy of the license with their proposal.

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

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

	<b><u>Description of Criteria</u></b>	<b><u>Maximum Point Value</u></b>
1.	Technical Proposal/Specific Plan (Methodology)	25
2.	Experience/Qualifications	25
3.	Price(s) Offered	25
4.	References	15

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

10

Total Points Available:

100

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

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

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

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

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

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

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

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

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

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

XVII. **SOLICITATION TERMS AND CONDITIONS:**

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

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

1. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).
2. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
3. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia.
4. INSPECTION OF JOB SITE: The Contractor's signature on this solicitation constitutes certification that they have inspected the job site and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.
5. OBLIGATION OF OFFEROR: It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the Offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from this contract because of any misunderstanding or lack of information.
6. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.

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

- Issue in eVA: 12/10/2021
- Vendors submit questions by: 01/03/2022 at 4:00PM ET
- Post Question Responses: 01/05/2022 at 5:00PM ET
- Electronic Proposals Due: 01/12/2022 at 2:00 PM ET
- Proposals to Committee: 01/12/2022
- Review and Score Proposals: 01/13 – 01/17/2022
- Scores to Purchasing: 01/17/2022
- Oral presentations (if necessary): Week of 01/24/2022
- Negotiations/BAFO: Week of 01/31/2022
- Award: Week of 02/07/2022
- Contract Start Date: March 1<sup>st</sup>, 2022 (or as negotiated)

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

Offerors must advise any portion of this contract that will be subcontracted. It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to include this document with their proposal in order to be considered responsive.

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

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

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

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Who will be doing the work:** ☐ **I plan to use subcontractors** ☐ **I plan to complete all work**

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

**Section A**

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

Certification Number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

**B. Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement**

**Subcontract #1**

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

**Subcontract #2**

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

**Subcontract #3**

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

**Subcontract #4**

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

**Subcontract #5**

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



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

## ATTACHMENT B – SAMPLE CONTRACT GMU-1743-21

**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 Landscape Maintenance Services for George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** As negotiated
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** \_\_\_\_\_ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed form;
  - B. Negotiation Responses dated XXXXX (incorporated herein by reference).
  - C. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
  - D. Contractor’s proposal dated XXXXXX (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.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

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

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

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

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

1. During the performance of this Contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into 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. Mason,



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

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract.
  2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the

disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
  3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
  4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
  - a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  - b. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - c. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

Q. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

R. 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.

S. DEFAULT: In the case of failure to deliver goods or services in accordance with any resulting contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.

T. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Wells Fargo in connection with this Contract.

U. 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.

V. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:

A. notify Mason (by sending an email to [export@gmu.edu](mailto:export@gmu.edu)), and

B. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S.

Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: [export@gmu.edu](mailto:export@gmu.edu).
- W. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- X. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have contractor provide additional goods and/or services that may be required by Mason during the term of this contract. Any such goods and/or services will be provided by the contractor under the same pricing, terms and conditions of this contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- Y. **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.
- Z. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- AA. **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.
- BB. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also

comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- CC. INSPECTION OF JOB SITE: The Contractor's signature on this contract constitutes certification that they have inspected the job site and are aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the University.
- DD. 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.
- EE. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
  2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
- FF. 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).
- GG. PARKING: The contractor and its employees shall adhere to the regulations of the university's Parking Services Office. Valid contractor permits must be displayed by all contractor owned and/or employee owned vehicles while parking on campus. Purchase of parking permits, payment of parking fines or towing fees are the responsibility of the contractor/vehicle owner. Contact Parking Services at 703-993-2710 for permit information.
- HH. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his



best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- II. 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.
- JJ. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- KK. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- LL. REPORTS:
1. Damage Reports: The Contractor shall be responsible for all damages caused by the Contractor's employees and or/equipment. In all instances where Mason property or equipment are damaged by the Contractor's employees or equipment, the Contractor shall submit to the Contract Administrator, or his designee a full report of the facts and extent of such damage verbally within one hour and in writing within twenty-four (24) hours of occurrence. Damage caused by others shall be reported to the Contract Administrator, who will report the condition to the appropriate university authority.
  2. Accident Reports: The Contractor shall comply with OSHA and other regulatory agency requirements, and Mason requirements, for record keeping and reporting of all accidents resulting in death, trauma, occupational illness or injury. The Contractor shall provide a verbal report to the Manager of the Center for the Arts within one hour of occurrence and a written follow up report with the Contract Administrator within twenty-four (24) hours of occurrence.
  3. Theft/Vandalism Reports: The Contractor shall submit to the Contract Administrator or his designee a verbal report within one hour of occurrence and a written follow up report within twenty four (24) hours of incidents of theft or vandalism, defining the date and time of damage/loss and discovery, and describing in detail the type and extent of damage/loss.
  4. Material Safety Data Sheets (MSDS): The Contractor shall obtain MSDS for all material and supplies brought on site, as required by Federal, State and local policies and regulations. The Contractor shall submit copies to the Contract Administrator, or his designee, of MSDS for all hazardous material prior to brining the materials on site. The Contractor shall provide to the Contract Administrator and inventory of all hazardous materials brought onto Mason property. No hazardous material shall be brought on site without prior approval by the Contract Administrator.
- MM. 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/>."
- NN. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly

prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.

- OO. SAFETY: The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and industry under title 40.1 of the Code of Virginia shall apply to all work under this contract
- PP. 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.
- QQ. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- RR. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- SS. UNIFORMS: Company uniforms, or smocks, must be worn at all times by all employees while on Mason property that will identify the Contractor's employee by name. The uniformed employees must present a neat, appearance. Uniform shall consist of pants and shirt or dress pants and bear the contractor's name/company logo. Each contractor's employee shall have picture identification on their person while performing services. Contractor Personnel's uniforms shall not be covered by sweaters, jackets, etc. while working on site at Mason.
- TT. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
  2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
  3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
  4. Contractor will take reasonable measures, including audit trails, to protect University Data against

deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason’s and its end user’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

UU. 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.

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

WW. WARRANTY OF MATERIALS AND WORKMANSHIP:

1. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, in first class condition, and in accordance with the contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with the contract documents and shall be performed by persons qualified at their respective trades.
2. Work not conforming to these warranties shall be considered defective.
3. The warranty of materials and workmanship is separate and independent from and in addition to any of the contractor’s other guarantees or obligations in this contract.

XX. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the University’s satisfaction at the contractor’s expense.

**Contractor Name**

**George Mason University**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

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

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

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

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