REQUEST FOR PROPOSALS
GMU-1631-20

ISSUE DATE: January 21, 2020

TITLE: Waste Water Treatment Plant Operations and Maintenance – Point of View (POV) Facility

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

MANDATORY PRE-PROPOSAL CONFERENCE: January 29, 2020 at 10:30AM. See Section XVII. Item 10

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on February 11, 2020. All questions must be submitted in writing via email. Responses to questions will be posted on the Mason Purchasing Website by 4:00 PM EST on February 14, 2020. Note: Your email must reference in the Subject Line the RFP number, GMU-1631-20 and the word “Question”. Failure to mark your email as such may result in your question being missed.

PROPOSAL DUE DATE AND TIME: February 26, 2020 @ 2:00 PM EST. Hand deliver or mail proposals directly to the address above. Electronic (emailed) or Faxed submissions will not be accepted. A public opening will not be held. Late proposals will not be accepted.

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

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Herby 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 sealed proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide daily operation, maintenance, and testing services for the waste water treatment plant at the Point of View Facility located in Lorton, Virginia for George Mason University (herein after referred to as “Mason,” or “University”). George Mason University is an educational institution and agency of the Commonwealth of Virginia.

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 C to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

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

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

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

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

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

VII. **SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. https://www.sbsd.virginia.gov/
VIII. **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 and B with their proposal.

IX. **PERIOD OF PERFORMANCE:** One (1) year from date of award with four (4) successive one-year renewal options.

X. **BACKGROUND:** Mason’s Point of View Facility, located at 7301 Old Spring Drive, Lorton, VA 22079 is a retreat and research facility that is part of Mason’s School for Conflict Analysis and Resolution (S-CAR). Additional information about the Facilities History and Vision are available here: https://scar.gmu.edu/retreat-facility/point-view-history-and-vision

Services Background: Waste water treatment services at this facility are currently provided via a Rider Contract riding a cooperative, competitively solicited, Fairfax County Public Schools (FCPS) Contract with Environmental Systems Services LTD. The Fairfax County Public Schools contract is expiring and Mason is seeking to enter into a new competitively solicited contract to continue services at this facility.

Process Equipment:
The system has been design for an average daily flow of 5,000 gallons per day but based on the anticipated usage of the facility the flows will vary dramatically from typical daily use (potentially less than 500 gpd) to peak days based on large functions planned at the site. GMU will keep the operator apprised to the best of their ability of large events anticipated at the site that may require adjustments to the system prior to the events. The equipment provided in general consists of the following:
- Onsite Submersible Pump Station
- Packaged Wastewater Treatment System including
  - Fine Screen
  - Influent Equalization
  - Anoxic Biological Treatment
  - IFAS Biological treatment using a Bio-Wheel
  - Membrane Filtration
  - Disinfection
  - Flow Measurement
  - Post Aeration
  - Effluent Reuse Station with dosing of up to 500 gallons per day to a subsurface field adjacent to the WWTP
  - Associated chemical additions
  - Sludge Holding
- On-site Back-up Generator

XI. **STATEMENT OF WORK (sow)** The contractor shall furnish all necessary qualified personnel, supervision, equipment, tools, materials, transportation, testing materials, and incidentals as may be required to perform operations, maintenance, testing, and repair services to ensure efficient and proper operation of the waste water treatment plant at the GMU Point of View (POV) Facility in Lorton, Virginia in accordance with the Virginia Department of Environmental Quality (DEQ) regulations under Virginia Pollutant Discharge Elimination System (VDPES) Permit Number VA0090221 and all other state and federal regulations. The contractor shall maintain all necessary licenses required and demonstrate the capability of using the eDMR program with DEQ. GMU will require both operations and maintenance (fixed-fee) and “as needed” (time and material) services, which are outlined in Paragraphs B and C below. The site address is as follows:

**Site Address:**
Point of View Facility: 7301 Old Spring Dr. Lorton, VA 22079

Campus Maps and Directions are available here: https://scar.gmu.edu/retreat-facility/point-view-contact-and-directions

1. **OPERATIONS & ROUTINE MAINTENANCE (FIXED FEE) SERVICES:** The following services (Paragraphs A through N) shall be included as part of the fixed-fee (unless called out as an exclusion or separate fee):

   A. **STAFFING:**

   The Contractor agrees to provide qualified personnel to ensure efficient and proper operation of the wastewater treatment plant. Staffing levels will be in accordance with the current requirements of the State regulatory agencies. The Contractor personnel will be responsible for all plant process adjustments, *performance of all required VPDES and Health Department water quality analyses and documentation of all operational activities.*
During plant start up and initial low flow period, water quality analyses will be billed on a per occurrence basis due to the predicted low flow and infrequent discharge conditions present at the treatment facility.

B. TESTING AND REPORTING:
All test parameters will be analyzed in accordance with the latest edition of Standard Methods for the Examination of Water and Wastewater and other applicable State and Federal standards.

The contractor is to provide all on-site testing as required by the VPDES permit. On-site testing includes but is not limited to:

Flow  pH  
Dissolved Oxygen  Chlorine residuals  
Temperature

The Contractor is to provide all off-site testing in accordance with the current VPDES permit. Currently, the permit-required off-site testing includes:

CBOD -- (1)/month  Ammonia -- (1)/month  
TSS -- (1)/month  E.Coli- (1)/week  
TKN - (1)/2 weeks  N02 + N03 as Nitrogen (1)/2 weeks  
Total Phosphorus (1)/2 weeks

C. MAINTENANCE:
The contractor shall provide routine maintenance that can be accomplished during the normal operation of the facility. These routine maintenance items are contained in the facility O&M Manual (Appendix B). Major maintenance items, those requiring specialized equipment, electronic calibration, will be performed by a separate contract. The Contractor may be requested to provide a written estimate to GMU for major maintenance items. The treatment plant discharge within the current VPDES and VDH permit limits. The contractor shall also be responsible for performing calibration and maintenance of the instruments/probes (e.g. pH meter, etc.) and the wastewater treatment plant components (e.g. flow meter, etc.).

D. RECORDS AND DOCUMENTATION:
The Contractor will maintain all required process, equipment, chemical inventories, and testing records on-site, as required by the regulatory agencies. All required reporting functions will be handled by the Contractor, with copies supplied to GMU. GMU shall be notified immediately upon receipt of any sampling data results received that are not in compliance with VPDES requirements to address the issue and determine necessary modification upon Contractor input.

E. OWNER REPRESENTATION:
The Contractor will act as representative for GMU in matters concerning the operation and reporting for the wastewater system when requested to do so.

F. PERMIT COMPLIANCE AND DISCLAIMER:
The Contractor will maintain the treatment plant discharge within the current VPDES and VDH permit limits. The Contractor will not assume liability for violations of permit limits caused by equipment malfunction, power failures, hydraulic or organic overloading which exceeds the design limits of the wastewater treatment facility, or any other problems beyond the control of the Contractor.

G. EMERGENCY RESPONSE:
The Contractor will provide 24-hour-per-day 7-day-a-week emergency response to address system failure, alarms, and other situations. This service will be billed on a per-occurrence basis, based on the emergency response fee rate presented in the fee schedule.

H. TECHNICAL SUPPORT SERVICES:
The Contractor will provide GMU, under this contract proposal, non-engineering, technical assistance to resolve process, maintenance or other facility problems as related to the operation of the wastewater treatment plant.

I. SLUDGE HAULING:
The Contractor will assume responsibility for coordinating the removal of sludge from the wastewater facility. Coordination for removal of sludge from the septic tanks will be the responsibility of GMU. The provision of a disposal site, actual removal and costs incurred for hauling is the responsibility of GMU. Any laboratory analysis to determine sludge quality will be at an additional fee.

J. **ONSITE LABORATORY TEST EQUIPMENT:**
The Contractor to provide the following test equipment for onsite required effluent and process control testing:

- Dissolved Oxygen Meter
- pH Meter
- Nitrate Meter
- Ammonia Test Kit
- Meter Calibration Standards
- Total Phosphorus Test Kit
- Sample Collection Devices
- Settleometer
- Miscellaneous Glassware as required
- Laboratory Stir Plate

The Contractor will provide a laboratory equipment fee that will be invoiced on a monthly basis, in addition to the base operations and maintenance fee. Rates are provided in the fee schedule.

K. **PURCHASE OF PROCESS CHEMICALS AND EXPENDABLE LABORATORY SUPPLIES:**
Purchase of process chemicals, such as soda ash and Micro-C, will be the responsibility of the Contractor and will be billed separately outside of the fixed contract price. The Contractor will notify GMU in advance of the need to purchase resupply chemicals.

L. **ADDITIONAL SERVICES AND STAFFING REQUIREMENTS:**
The proposed staffing level meets the current DEQ requirement. Should this staffing requirement need to be increased at the direction of the regulatory agencies, The Contractor will provide the required increased staffing levels. Additional charges will apply based on the level and increased frequency of required site visits or other services. Fee for these additional mandated services will be based on the rates specified on the Fee Schedule.

M. **SITE SAFETY:**
The Contractor reserves the right to immediately discontinue operational services in the event of unsafe conditions. Conditions include, but are not limited to, failure of the owner to properly maintain equipment, such as machinery guarding, access stairs and ladders, or other site conditions that could cause injury. In addition to mechanical/physical safety concerns, any situation involving other individuals that may attempt to interfere with or create a situation where harm to the Contractor personnel could ensue, the Contractor will immediately leave the site and report the incident to the owner. Failure to implement corrective actions by the owner may, at the sole discretion of the Contractor, result in immediate termination of the contract.

N. **EXCLUSIONS:**
The Contractor will not be responsible for grounds maintenance, including grass cutting, painting, or upkeep of the site other than inside building cleaning.

2. **TIME AND MATERIAL (T&M)/ “AS NEEDED SERVICES”:** “As needed” services shall be billed as time (labor hour) and material services based on the labor rates provided. Overhead costs are to be built into the labor rates pricing. Material costs will be reimbursed according to paid invoice. The GMU CA will request a proposal for as-needed services. The Contractor must return their proposed costs/proposal within three days unless a different time of return is mutually agreed upon by the Buyer, Contract Administrator, and Contractor. Estimates shall be furnished by the Contractor at no charge. Estimates must be detailed, outlining labor costs and estimated material costs, and if applicable, any equipment rentals/subcontractors. Estimates will cover only quoted work; unforeseen or unknown repairs will be mutually agreed upon by the Contractor and the CA. Estimates shall be valid for acceptance by the University for no less
than 30 days. The following services shall be performed on an as-needed basis:

- Major maintenance items, those requiring specialized equipment, and electronic calibration.

- The purchase of expendable laboratory supplies, reagents, and process chemicals, such as soda ash and Micro-C, will be the responsibility of the Contractor and will be reimbursed in accordance with the schedule of prices, Attachment X. Usage will vary depending on flow rate, number of discharge days, etc. Receipts for purchases must be included with the invoices.

- Emergency response: The Contractor shall provide emergency services on an as-needed basis. Emergency service shall be available on a 24/7 basis, including weekends and holidays. The Contractor shall provide George Mason University an after-hours emergency contact person’s name and telephone number or have a voice mail paging system or answering service. Contractors using a voice mail system or answering service in lieu of a contact person shall be required to initiate a call back to the sender within 15 – 25 minutes. The Contractor shall be capable of responding to an emergency situation within four (4) hours of notification. The responding technicians must be trained on the WWTP systems and its operations. Contractor will invoice for labor and material costs according to price schedule.

**XII. PRICING SCHEDULE/LABOR RATES:** The contractor shall provide both a fixed fee proposal for Operations and Maintenance and time and material (T&M)/Labor Rates pricing that is inclusive of all requirements listed in the Statement of Work (SOW). Fixed Fee pricing shall be inclusive of all labor, supervision, travel, insurance, materials, etc. to complete the work listed in the specifications in the SOW. A suggested pricing template is available below but Offeror’s must provide a detailed pricing proposal as part of their offer.

### EXAMPLE PRICING TEMPLATE/SAMPLE – DO NOT FILL OUT

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measure</th>
<th>Price</th>
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<tr>
<td>Per Visit Fee – Including travel expenses and up to two hours on site.</td>
<td>Per Visit</td>
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<td>Additional Time on Site – Regular Hours (Mon. – Fri. – 7:00AM – 3:00PM)</td>
<td>Hour</td>
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<tr>
<td>Additional Time on Site – Overtime Hours (Mon. – Fri. – 3:30PM – 8:00AM)</td>
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<td>Additional Time on Site – Emergency Response (Weekends)</td>
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<td>Maintenance Fees outside of Base Contract Fee – Scheduled – Work Day</td>
<td>Hour</td>
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<tr>
<td>Maintenance Fees outside of Base Contract Fee – Emergency Response (after hours &amp; weekends)</td>
<td>Hour</td>
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<tr>
<td>Maintenance Fees outside of Base Contract Fee – Maintenance Helper</td>
<td>Hour</td>
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<tr>
<td>Onsite Laboratory Equipment Rental (per month)</td>
<td>Month</td>
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<td>Laboratory Services Unit Pricing – CBOD</td>
<td>Each</td>
<td></td>
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<tr>
<td>Laboratory Services Unit Pricing – TSS</td>
<td>Each</td>
<td></td>
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<td>Laboratory Services Unit Pricing – NO2/NO3</td>
<td>Each</td>
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<td>Laboratory Services Unit Pricing – E.Coli</td>
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<td>Laboratory Services Unit Pricing – Total Phos.</td>
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<td>Laboratory Services Unit Pricing – Ammonia</td>
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<td>Laboratory Services Unit Pricing – TKN</td>
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<td>Process Chemicals and Expendable Laboratory Supplies</td>
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Labor Rates: The Contractor may be required to provide repairs that are not part of the routine daily operational adjustments. These types of repairs include but are not limited to overseeing the pumping of septic tanks, sludge removal (The Contractor will advise), replacing parts (belts, bearings, electrical parts, and motors, mechanical parts, etc.) specialized equipment (anything other than hand tools used for routine maintenance), electronic calibration of machinery at the option of GMU and at the labor rate quoted in the Pricing Schedule. Contractor’s shall provide a comprehensive labor rate schedule/table as part of their offer.

1. Labor rates will be paid on the basis of productive time at the site.
2. The Contractor shall not accept work which will require the use of a subcontractor without obtaining the approval of the Buyer and the Contract Administrator and agreement to the payment terms for the subcontractor’s services. If specialized equipment or materials are required the rental or material costs must include any operator, driver, user fees. No additional costs of any kind will be allowed.

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response. In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed original hardcopy (paper) of the entire proposal including all attachments and proprietary information and Four (4) extra hardcopies (paper) including all attachments and proprietary information. The offeror should submit a total of five (5) hardcopies (paper); one (1) original copy for the Buyer and five (5) copies to be distributed to the Committee (all information in all copies must be identical). In addition, the Offeror shall submit one (1) complete signed copy of the original proposal including all attachments and proprietary information, on CD, thumb drive or other electronic device. If proposal contains proprietary information, then submit two (2) CD’s, thumb drive or other electronic device; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2e below for further details). The Offeror shall make no other distribution of the proposals.

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

2. Proposal Presentation:

a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.

b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.

c. Each hardcopy of the proposal should be bound in a single volume where practical. The original hard copy proposal must be clearly marked on the outside of the proposal. All documentation submitted with the proposal should be bound in that single volume.

d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

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

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

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

3. **Oral Presentation**: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations are tentatively scheduled for **the week of April 06, 2020**. Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the contractor’s staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete

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

1. **Procedural information**:
   a. Return signed cover page and all addenda, if any, signed and completed as required.
   b. Return Attachment A - Vendor Data Sheet.
   c. Return Attachment B - Small Business Subcontracting Plan (include your SWAM Certification number if applicable).
   d. State your payment preference in your proposal response. (See section XVI.)

2. **General firm background and information**:
   a. Provide a background and a brief history of your firm.
   b. Describe your firm’s specialty areas, and their size.
   c. Describe your firm’s location and organization structure. Provide additional detail related to offices likely to serve Mason.
   d. Describe the nature and extent of your expertise with providing water treatment plant operation and maintenance services, testing and repairs to clients similar in size and scope to Mason (example: higher education, other state agencies/entities, research-oriented, or similarly-situated clients).
   e. Describe any impending changes in your organization that could impact delivery of services.

3. **Technical Proposal (Capabilities & Methodology)**: Provide your specific plans (methodology) and capabilities for providing the proposed services. This should include a Statement of Work/Technical 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 (equipment/materials/etc.) that will be used to achieve the overall contract objectives as outlined in the Statement of Needs. Your technical proposal should clearly outline your understanding of the RFP requirements and how your firm will go about fulfilling these requirements.

4. **Pricing**:
   a. Provide a detailed pricing proposal (both fixed fee pricing for the Operations and Maintenance and Time & Material/Labor Rates Schedule) that meets the requirements outlined in Section XII.

5. **References**:
   a. No fewer than three (3) that demonstrates the Offeror’s qualifications preferably from other comparable higher education institutions your firm is/has provided services with which are
similar in size and scope to that which has been described herein.

i. Provide references on no more than three (3) relevant active contracts (minimum contract period: one year) or completed contracts within the last three (3) years. Relevant contracts are defined as contracts for services of the same size and scope contemplated herein. The university will focus on information that demonstrates quality of performance relative to the size and complexity of the contract. For each reference provide a brief description of the scope of the contract and state why the contract is relevant. Offerors should identify problems, weaknesses and/or deficiencies in the performance of the contracts given as references and their processes, corrective actions or method of problem solving resolution used to correct the weaknesses or deficiencies. For each reference provide the following information about each contract.

• Name and address of contracting activity to which service is/was provided
• Contract Number
• Contract Title
• Contract Type
• Original contract amount and current (or ending) contract amount.
  (explain reasons for any difference)
• Contracting officials’ names, telephone numbers
• Contract Level (Prime or Subcontract)
• Award Date
• Contract completion/projected completion date

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.

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

FROM: Name of Offeror __________________ Due Date/Time: February 26, 2020 @ 2:00PM EST
Street or Box Number ____________________________ RFP Number: GMU-1631-20
City, State, Zip Code __________________ RFP Title: Waste Water Treatment Plant Operations and Maintenance – Point of View (POV) Facility

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

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

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

<table>
<thead>
<tr>
<th>Description of Criteria</th>
<th>Maximum Point Value</th>
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</thead>
<tbody>
<tr>
<td>1. Qualifications</td>
<td>25</td>
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<tr>
<td>2. Technical Proposal</td>
<td>25</td>
</tr>
<tr>
<td>3. Pricing</td>
<td>25</td>
</tr>
<tr>
<td>4. References of similar size and scope.</td>
<td>20</td>
</tr>
<tr>
<td>5. Vendor is certified as a small, minority, or women-owned business (SWaM) with Virginia</td>
<td>5</td>
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</table>
SBSD at the proposal due date & time.

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.

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:  

B. SPECIAL TERMS AND CONDITIONS – GMU-1631-20. (Also see ATTACHMENT C – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).
1. **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.

2. **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).

3. **CANCELLATION OF CONTRACT:** Mason reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

4. **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.

5. **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.

6. **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.

7. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

8. **LATE PROPOSALS:** To be considered, proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation.

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

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

9. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an
operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

10. MANDATORY PREPROPOSAL CONFERENCE & SITE WALKTHROUGH: A mandatory preproposal conference and site visit (walkthrough) will be held on January 29, 2020 at 10:30AM at the Point of View Facility located at 7301 Old Spring Drive, Lorton, VA 22079 in the Library. Directions to the Facility are available here: https://scar.gmu.edu/retreat-facility/point-view-contacts-and-directions. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all bidders/offerees having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference and all site walkthroughs will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this preproposal conference and all site walkthroughs. Attendance at the conference and these walkthroughs will be evidenced by the representative’s signature on the attendance rosters. If you arrive late the walkthrough may have already begun and we will not re-visit areas or answer questions that have already been answered due to tardiness.

There are Visitor’s parking spots available at the Point of View Facility. Please meet in the Library which is where the site-walkthrough will begin.

11. 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 contact because of any misunderstanding or lack of information.

12. 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.

13. RENEWAL OF CONTRACT: The resulting contract may be renewed by Mason for four (4) successive one (1) year periods, or as negotiated, under the terms and conditions of the original contract except as stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

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

14. 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/.”

15. **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.

16. **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, criminal background checks and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

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

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

- Issue in eVA: 1/21/2020
- Advertise in Washington Post: 1/23/2020
- Mandatory Pre-Proposal Conference: 1/29/2020 at 10:30AM
- Vendors submit questions by: 2/11/2020 at 4:00PM
- Post Question Responses: 2/14/2020 by 5:00 PM EST
- Proposals Due: 2/26/2020 @ 2:00 PM EST
- Proposals to Committee: 3/03/2020
- Review and Score Proposals: 3/03/2020 – 03/31/2020
- Scores to Purchasing: 03/31/2020
- Oral presentations (if necessary): Week of 04/06/2020
- Negotiations/BAFO: Week of 04/20/2020
- Award: Week of 05/01/2020
- Contract Start Date: 06/01/2020
ATTACHMENT A
VENDOR DATA SHEET
TO BE COMPLETED BY OFFEROR

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

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

   Type of Business: ___________________________________.  ______ ________Years _____________Months

3. BUSINESS STATUS:

   A. Type of organization (circle one):

      Individual  Partnership  Corporation
      Sole Proprietor  Government  Other (explain)

   B. Category (circle one):

      Manufacturer/Producer  Mfg.’s Agent  Retailer
      Service Establishment  Distributor  Wholesaler
      Other (explain)

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

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

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

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

      _____ LARGE BUSINESS

I certify the accuracy of this information.

Signed: ______________________________________________ Title: _______________________________

Printed Name: ______________________________________ Date: __________________________
ATTACHMENT B
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

Small Business: “Small business (including micro)” means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for 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 (Customer Service).

Offeror Name: _____________________________________________

Preparer Name: ____________________________________________     Date: ____________________

Instructions
A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
B. If you are not a DSBSD-certified small business, complete Section B of this form.

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

Certification Number: ______________________ Certification Date: ______________________

Section B
Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the 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 percentages may result in breach of the contract.

<table>
<thead>
<tr>
<th>Micro/Small Business Name &amp; Address</th>
<th>DSBSD Certificate #</th>
<th>Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran-Owned</th>
<th>Contact Person, Telephone &amp; Email</th>
<th>Type of Goods and/or Services</th>
<th>Planned Involvement During Initial Period of the Contract</th>
<th>Planned Contract Dollars During Initial Period of the Contract ($ or %)</th>
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<td>Totals $</td>
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Add a separate page for Section B if necessary.
ATTACHMENT C – SAMPLE CONTRACT
GMU-1631-20

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

This Contract entered on this ___ day of ___________ by _______________ hereinafter called “Contractor” (located at ___________) and George Mason University hereinafter called “Mason,” “University”.

I. WITNESSETH that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

XIX. SCOPE OF CONTRACT: The Contractor shall provide daily operation, maintenance, and testing services for the waste water treatment plant at the Point of View Facility located in Lorton, Virginia as set forth in the Contract Documents.

II. PERIOD OF CONTRACT: One (1) Base Year with Four (4) One Year Renewal Options.

III. PRICE SCHEDULE: As negotiated.

IV. CONTRACT ADMINISTRATION: Steven Pulis shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

V. METHOD OF PAYMENT: As negotiated. Payment shall be made 30 days from the date a valid invoice is received at acctpay@gmu.edu or the date of receipt of goods or services; whichever is later. Invoices must include a purchase order# to be considered valid.

VI. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):

A. This signed form;
B. RFP No. GMU-1631-20, in its entirety (incorporated herein by reference);
C. Contractor’s proposal dated February 26, 2020 (incorporated herein by reference);
D. Negotiation Responses dated TBD (incorporated herein by reference).


VIII. 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.

IX. STANDARD TERMS AND CONDITIONS:

A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

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

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

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

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

D. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.
E. **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.

F. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

G. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

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

I. **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.

J. **CANCELLATION OF CONTRACT:** Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

2. George Mason University may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University a credit for any savings. Said compensation shall be determined by one of the following methods:
   a. By mutual agreement between the parties in writing; or
   b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the George Mason University’s right to audit the Contractor’s records and/or to determine the correct number of units independently; or
   c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have the right to audit the records of the Contractor as it deems necessary to determine costs or
savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason University within thirty (30) days from the date of receipt of the written order from George Mason University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason University or with the performance of the Contract generally.

L. 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.

M. 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.

N. COMPLIANCE WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the “Government Data Collection and Dissemination Practices Act” of the Commonwealth of Virginia.

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. 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.

Q. DEBARMENT STATUS: As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

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

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

S. 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.

T. EXPORT CONTROL:

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

   (i) notify Mason (by sending an email to export@gmu.edu), and

   (ii) receive written authorization for shipment from Mason’s Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munitions 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.

U. FORCE MAJEURE: Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason’s control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

V. FUTURE SERVICES: Mason reserves the right to have the 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 this contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.

W. 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.
X. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

Y. **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.

Z. **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.

AA. **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.

BB. **MAINTENANCE MANUALS:** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.

CC. **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.

DD. **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.

EE. **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.

FF. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
GG. **RENEWAL OF CONTRACT:** This Contract may be renewed by the University for four (4) optional one year renewal periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

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

HH. **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/](http://police.gmu.edu/clery-act-reporting/campus-security-authority-CSA/)

II. **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.

JJ. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

KK. **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.

LL. **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.

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

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

**Contractor Name Here**  
By:

____________________________  ______________________________
Signature                                      Date

Name: ____________________________________________

Title: ____________________________________________

George Mason University  
By:
Signature

Date

Name: ________________________________

Title: ________________________________