The following changes are hereby incorporated into the aforementioned IFB:

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

I. Correction: There are 6 account corrections:

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

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

1. Clarification: The resulting contract will have a five (5) year term/period of performance from date of contract award and there will not be yearly renewals (the contract term will be for a straight (5) years). The following Period of Contract Clauses are being updated as follows:


2. Clarification: Interested Bidders shall provide firm fixed pricing (via REVISED Attachment D, Contract Pricing/Bid Tab) for a five (5) year period, which shall be fixed for the entire period of the contract (which is a five (5) year contract).

3. Clarification: As March 01, 2020 falls on a Sunday we are updating the NYMEX Settle Date to Monday, March 02, 2020 at 3:15PM. Please use this NYMEX date and time when tabulating your bid. We have revised Attachment D, Bid Tab to reflect this new NYMEX date and time. Please use the REVISED Attachment D, Bid Tab when submitting your bid documents.

4. The following Renewal clauses are being removed from the Invitation for Bid document and will no longer apply to this solicitation or resulting contract. Please disregard the clauses below:

   - IFB Page 7 of 16: (This clause is being struck in its entirety) Term 8. RENEWAL OF CONTRACT: This contract may be renewed by George Mason University for four (4) successive one year periods under the terms and conditions of the original contract except as
stated in a. and b. below. Price increases may be negotiated only at the time of renewal. Written notice of Mason’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

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

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

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

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

1. Question: Can the University provide a 12 month usage breakdown to be able to accurately price the accounts?
   Answer: Please see REVISED Attachment E and Attachment G-NG Monthly Use FY19

2. Question: Is there a Consultant fee that suppliers need to include in their price offerings?
   Answer: No other fees aside from what are currently listed on the Bid Tab, Attachment D, are allowed. If necessary, you can build any other fees or costs to provide these goods/services into your “Vendor Markup” price but this will impact your total bid price.

3. Question: Is pricing for renewals mutually agreed upon?
   Answer: This contract is Firm Fixed Price (FFP) for Five years. Bidders are given an opportunity on the bid tab to provide pricing for the full five (5) years of the contract. Pricing will not be allowed to increase for the five (5) year duration of the contract. See Attachment D, Bid Tab which allows your firm to provide pricing for the full five (5) year term of the contract.

4. Question: Would the buyer allow any exceptions or alternative contract language to be submitted in our proposal?
   Answer: It is Mason’s intent to base the final contract on our Attachment C – Sample Contract. If you have exceptions or alternative language please submit those exceptions/alternative language with your bid. It is at Mason’s discretion whether or not
we consider or negotiation these contract changes with the low bidder, prior to awarding a contract, as there are certain terms and conditions that Mason cannot accept or change based on Commonwealth law and regulation. Failure to reach mutually acceptable terms or protracted negotiation of terms and conditions may result in Mason rejecting your bid and awarding to the next responsive, responsible low bidder.

5. **Question:** Can the University confirm the requested Swing (Bandwidth) that the university is requesting
**Answer:** No, this information is not available.

6. **Question:** Can suppliers refresh pricing before the 60 day award period?
**Answer:** No, the bidder should provide pricing based on the NYMEX settle date of March 02, 2020 at 3:15PM and your pricing should be fixed for a five (5) year period (as listed on the REVISED Bid Tab, Attachment D).

7. **Question:** How would the University like to handle any accounts that are added or removed within the contracted period? Are adds mutually agreed upon?
**Answer:** If new accounts or meters are added in the future we will request pricing from the contract holder at that time and we will issue a Contract Modification to amend the contract to include the new accounts/meters. The additions will be mutually agreed upon and the contractor will have the opportunity to review and sign the contract modification prior to execution.
   a. **Question:** Does the buyer foresee any new additional accounts/meters being added within the contracted period?
   **Answer:** As of 02/27/2020 we do not foresee any new accounts or meters being added within the contract period but this is not a guarantee that new accounts or meters will not be added in the future. See the answer above regarding how change orders/modifications will be handled.

8. **Question:** Would the buyer add language regarding liquidation charges to the contract related to forward positions taken by the supplier for commodity should the buyer terminate the contract early?
   a. Would the buyer agree to keep the supplier whole should there be a termination that is not due to a breach of contract by the supplier?
   **Answer:** No, we will not allow the contract terms to include liquidation or liquidation charges. As an entity of the Commonwealth of Virginia Mason reserves the right to terminate the contract for cause and convenience as we are a government agency.

9. **Question:** What is the buyer’s sustainability goals?
**Answer:** That is not part of this contract. We have an entire department that there focus is strictly on sustainability

10. **Question:** Do any of the accounts have capacity assigned to them?
   a. How does the university want capacity to be treated?
   **Answer:** This is a firm fixed contract. That is up to the contractor to handle.

11. **Question:** Can the University provide any sample reports for Section VIII: C. Fuel Supply Plan, D. Annual Report and E. Monthly nomination report?
**Answer:** No, this information is not available.
12. **Question:** Can the University provide an example of the requested Section VIII, B. Plans, Studies and Reports?
   **Answer:** No, this information is not available.

13. **Question:** Can the University provide suppliers with the current deal structure they are on now? And a copy of the current contract?
   **Answer:** Yes, the current contract is available on VASCUPP.org (link below). Contract GMU-1252-15 with Stand Energy Corporation.

14. **Question:** The following 2 accounts rejected usage for “invalid account #”. Please advise if there are replacement accounts or these are invalid
   - 320004211559
   - 320004114630
   **Answer:**
   
   320004214559 Carty House
   320004114635 Facilities Management

15. **Question:** Would George Mason please provide a copy of the invoice for account #15197909003 behind Columbia Gas of Virginia so that we can confirm the check digit on the account?
   **Answer:** The complete account number is #15197909003-0004

16. **Question:** Please confirm the account numbers below as they were rejected by the utility for usage retrieval as submitted in the IFB.
   - Arlington - 3401 North Fairfax Drive, Arlington, VA 22201
     32000596942 – WGV Accounts has 12 digits. This account number has only 11 digits.
   - Advanced Bio Research Lab - 10920 George Mason Circle, Manassas, VA 20110
     3200004114049 – WGV Accounts has 12 digits. This account number has 13 digits.
   - Bull Run - 10890 George Mason Circle, Manassas, VA 20110
     3200002069799 – WGV Accounts have 12 digits. This account number has 13 digits.
   - Discovery Hall - 10910 George Mason Circle, Manassas, VA 20110
     3200002047142 – WGV accounts have 12 digits. This account number has 13 digits.
   **Answer:**
   
   Advanced Bio Research Lab 320001107509
   Bull Run 320002069799
   Discovery Hall 320002047142

Arlington Original 320000596942

17. **Question:** In the Attachment C - Sample Contract Section J, it seems to allow a negotiation of the contract price for each year during the effectiveness of the awarded contract. Article X, Section 8 of the IFB states that if GMU opts to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract by more than the percentage of the
CPI of the US Bureau of Labor Statistics for the latest available twelve months. Under Sec 8(b), this limit applies to subsequent renewal options. Please confirm that the option of renewing the contract at the price designated in the awarded bid is also subject to negotiation of the price at GMU’s option. Also, please confirm the process and how the price is verified for the subsequent renewal terms.

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

18. Question: Under Section 1, George Mason has the right to terminate the contract without penalty with a 60-day notice but if the contract is longer than 12 months, George Mason University’s right to terminate without penalty can only be exercised after the initial 12-month term. Is it the university’s intent that they will only renewing 1 year terms each year which it cannot terminate the contract without penalty in the renewal terms as well? If not, are we able to incorporate a liquidated damages clause that would be owed to the supplier to cover unraveling the position on the market if it were a loss to the supplier? Answer: Mason will not allow the Contractor incorporate liquidated damages or liquidated charges into our contract. It is Mason’s intent that this contract period of performance be for five (5) years; one (1) base year with four (4) optional one year renewals. Renewals will take place approximately ninety (90) days prior to the contract expiration date. Renewals are mutual.

19. Question: Will George Mason be willing to accept the supplier’s standard terms and conditions? What is the process to negotiate George Mason’s terms into the supplier’s terms and conditions and will this be completed prior to award? Answer: See Answer to Question 4.

20. Question: If a supplier does not own storage to cover the requirement in the IFB and the supplier is not able to meet item I Scope of Work, Number 2, item i on page 4, would George Mason accept a waiver of this requirement in order to serve the accounts? Answer: No, we will not accept a waiver of this requirement.

21. Question: The NYMEX settle date on page 1 of the IFB is March 1, at noon. March 1st is a Sunday. Can you confirm that this settle date is accurate or not? If it is not, can you please provide the correct date and time. Answer: We are updating the NYMEX settle date to Monday, March 2, 2020 at 3:15PM. We have revised the Attachment D, Bid Tab to reflect this new date and time. Please use the REVISED Attachment D, Bid Tab when submitting your bid documents.

22. Question: Can you confirm that there is only one account with Columbia Gas of VA, the TS1 account? And that all the schedule 7 and 9 accounts are with Washington Gas of VA? Answer: The only account we have on TS1 is Freedom Center in Manassas.

23. Question: Can you provide at least a week prior to the bid due date, recent copies of the Columbia Gas and Washington Gas invoices. We would like to see an invoice for the
TS1 account, two different schedule 7 account invoices, and three different schedule 9 account invoices.

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

24. Question: Washington Gas’s Schedule 7 is Interruptible Deliver Service, what is your alternate fuel or fuels?
   Answer: Diesel Fuel

25. Question: Will you provide samples of the reports that you will be looking for to the selected supplier so that they may seamlessly and accurately supply you with the information you require?
   Answer: No, we will not be able to provide this information.

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

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

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

29. Question: Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com? All of GMU’s formal solicitations are posted on the Commonwealth of Virginia’s e-Procurement site, eVA, and on our fiscal website.

30. Question: Other than your own website, where was this bid posted?
   Answer: Please see answer above and links to those sites below:
   eVA: https://eva.virginia.gov/

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

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

Name and Address of Firm: ________________________________ Date: ________________________________
Sincerely,
Chi Nguyen
Senior Buyer
Purchasing Department
George Mason University