INVITATION FOR BID
GMU-1640-20

ISSUE DATE: February 21th, 2020

TITLE: Natural Gas Services Contract

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

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

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

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

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

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

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

II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's, and any revisions thereto, and the Governing Rules, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: https://vascupp.org

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

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

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

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

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

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

   g. The Vendor shall nominate sufficient gas to satisfy George Mason University requirements on a monthly basis. George Mason University will not assist in calculating monthly or daily natural gas requirements.

   h. The vendor will be responsible for all necessary intra-month delivery adjustments as needed and will be responsible for any monthly imbalance resolution with Washington Gas/Columbia Gas Company.

   i. The Vendor will submit as part of their proposal the desired contract and/or contracts used in their normal course of business for the proposed transaction. These documents will be subject to modification and alteration by mutual concurrence of the parties prior to the award of contract. The Vendor shall have the means to inject natural gas into storage from April to October of each fiscal year up to a maximum of 115,000 Dekatherms to balance George Mason University natural gas requirements.

   j. The Vendor shall meet all natural gas reporting requirements.

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

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

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

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

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

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

C. Fuel Supply Plan
   1. Within approximately 30 calendar days after the award of the contract, the contractor shall furnish a fuel supply plan that covers the future period as agreed upon by the Contract Officer, Contract Administrator and Contractor. Each 30-month interval thereafter, a fuel supply plan shall be prepared and presented at the semiannual meetings. It shall include:
      a) Supply & transport recommendations with economic justification
      b) Fuel supply budget
      c) Price management options
      d) Listing of gas taxes (local, state and federal). The Commonwealth is exempt from Federal Excise taxes and Virginia sales taxes.
D. Annual Report
   1. After the end of each contract year, the contractor shall furnish, within sixty (60)-days an annual written report, to the Contracting Officer and Contract Administrator. The report shall include:
      a) Summary analysis of the activity for the year
      b) Comparison of cost if gas had been purchased from the local gas utility, using other price indices, other transportation routes, or alternative methods of fixing margins.

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

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

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

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

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

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>DKTH of NG</th>
<th>Cost per DKTH</th>
<th>Burner Tip Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY21</td>
<td>441,076</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY22</td>
<td>441,076</td>
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<td>FY23</td>
<td>441,076</td>
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<td>FY25</td>
<td>441,076</td>
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</table>

X. SOLICITATION TERMS AND CONDITIONS:


B. SPECIAL TERMS AND CONDITIONS:

1. AWARD: George Mason University will make an award on the GRAND TOTAL SUM basis to the lowest responsive and responsible bidder meeting the requirements of the solicitation. Mason reserves the right to conduct any test it may deem advisable and to make all evaluations. Mason also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
2. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

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

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

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

3. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

4. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.

5. **CANCELLATION OF CONTRACT:** Mason reserves the right to cancel and terminate any resulting contract, in part or in whole without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

6. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

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

   Name of Procurement Officer or Buyer:  

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

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

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

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

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

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

9. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to Mason. Such notice shall also advise the duration of the specific sale or discount price.

10. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract.

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

   **Option #1** - Payment to be mailed in 10 days. The University will make payment to the vendor under 2%10/Net 30 payments terms. Invoices should be submitted via email to the designated Accounts Payable email address which is: AcctPay@gmu.edu

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

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

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

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

   **Please state your payment preference in your proposal response.**
ATTACHMENT A - VENDOR DATA SHEET

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

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

B. Vendor’s Primary Contact: Name: ___________________________ Phone: ___________________________

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

Years: _____________ Months: _____________

D. Vendor Information:

eVA Vendor ID or DUNS Number: ___________________________

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

1. Company: ___________________________ Contact: ___________________________

   Phone: (____) ___________________________ Fax: (____) ___________________________

   Project: ___________________________

   Dates of Service: _____________ Value: $ ___________________________

2. Company: ___________________________ Contact: ___________________________

   Phone: (____) ___________________________ Fax: (____) ___________________________

   Project: ___________________________

   Dates of Service: _____________ Value: $ ___________________________

3. Company: ___________________________ Contact: ___________________________

   Phone: (____) ___________________________ Fax: (____) ___________________________

   Project: ___________________________

   Dates of Service: _____________ Value: $ ___________________________

4. Company: ___________________________ Contact: ___________________________

   Phone: (____) ___________________________ Fax: (____) ___________________________

   Project: ___________________________

   Dates of Service: _____________ Value: $ ___________________________

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

I certify the accuracy of this information.

Signed: ___________________________ Title: ___________________________ Date: ___________________________
ATTACHMENT B – SMALL BUSINESS SUBCONTRACTING PLAN

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

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

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

Bidder Name: _____________________________________________

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. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder’s total price for the initial contract period. in Section B.

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

Certification number:________________________  Certification Date:_____________________

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

<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>
</tr>
</thead>
</table>


ATTACHMENT C – SAMPLE CONTRACT
GMU-1640-20

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

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

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

II. SCOPE OF CONTRACT: The Contractor shall provide purchasing natural gas at a firm fixed pricing structure for the term of this contract. George Mason University is a multiple facility entity with multiple natural gas meters all located on the Washington Gas/Columbia Gas system. Attachment’s E & F show the facilities that are to be included in this project, actual natural gas consumption by facility for the past two years, and the maximum daily quantities (MDQ)

III. PERIOD OF CONTRACT: From date of contract execution for a one (1) year base period with four (4) optional one year renewals.

IV. PRICE SCHEDULE: As negotiated (Attachment D – Pricing Schedule)

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

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

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

A. This signed form;
B. IFB No. GMU-1640-20, in its entirety (incorporated herein by reference);
C. Contractor’s Bid/Pricing dated March 12, 2020 (incorporated herein by reference);


IX. CONTRACT PARTICIPATION: As negotiated

X. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties’ prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

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

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

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

H. BACKGROUND CHECKS: Contractor’s employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in Administrative Policy Number 2221 – Background Investigations, the criminal background investigation will normally include a review of the individual’s records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this contract confirms your compliance with this requirement.

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

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

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

2. George Mason University may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the George Mason University’s right to audit the Contractor’s records and/or to determine the correct number of units independently; or

   c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason University within thirty (30) days from the date of receipt of the written order from George Mason University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason University or with the performance of the Contract generally.

K. **CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The firm must submit written claim to:
   Chief Procurement Officer
   George Mason University
   4400 University Drive, MSN 3C5
   Fairfax, VA 22030

2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.

3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.

4. The firm may appeal the Chief Procurement Officer’s decision in accordance with § 55 of the *Governing Rules.*
L. **COLLECTION AND ATTORNEY’S FEES:** The Contractor shall pay to Mason any reasonable attorney’s fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.

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

N. **CONFLICT OF INTEREST:** Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics in Public Contracting Act (§57 of the Governing Rules), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 et seq) or any other applicable law or regulation.

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

P. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

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

Q. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

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

S. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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

U. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
V. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best’s rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.

1. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than $1,000,000 per occurrence; and

4. An umbrella/excess policy in an amount not less than five million dollars ($5,000,000) to apply over and above Commercial General Liability, Employer’s Liability, Workers’ Compensation, and Commercial Automobile Liability Insurance.

W. **INTELLECTUAL PROPERTY:** Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

X. **NON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability.

Y. **PUBLICITY:** The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason’s designated representative.

Z. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

AA. **RENEWAL OF CONTRACT:** This Contract may be renewed by the University for four (4), optional, one (1) year renewals under the terms and conditions of the original contract. Written notice of the University’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

BB. **REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES:** Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: [http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/](http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/)

CC. **SEVERABILITY:** Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

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

EE. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract.
FF. TESTING AND INSPECTION: George Mason University reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

GG. TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

HH. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

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

Contractor Name Here
By:

______________________________  ______________________________
Signature  Date

Name:  ____________________________________________
Title:  ____________________________________________

George Mason University
By:

______________________________  ______________________________
Signature  Date

Name:  ____________________________________________
Title:  ____________________________________________