



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

**STANDARD CONTRACT
 GMU-CM0123-24**

This Contract entered on this 10th day of April, 2024 (Effective Date) by Corsicana Acquisition LLC DBA Corsicana Mattress hereinafter called "Contractor" (located at 104 Decker Court Suite 100 Irving TX 75062) and George Mason University hereinafter called "Mason," or "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 Dormitory Mattresses Furnish Delivery and Install, for the Housing and Residential Life Department of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options.
- IV. **PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

#	Item	Unit Price	ARO
#0-1	Twin XL : Removal and relocation of old mattresses, installation of new mattresses into individual dormitory rooms. Location: Liberty Square	\$169.50	Thirty Days
#0-2	Twin XL : Removal and relocation of old mattresses, installation of new mattresses into individual dormitory rooms. Location: Northern Neck	\$ 169.50	Thirty Days
#0-3	Twin XL : Removal and relocation of old mattresses, installation of new mattresses into individual dormitory rooms. Location: Wilson	\$ 169.50	Thirty Days

#0-4	Twin XL: Delivery of new mattresses only Location: General Receiving	\$ 144.50	Thirty Days
#0-5	Queen Mattresses sets: Mattress and Box Spring Location: Rogers	\$ 326.00	Thirty Days
#0-6	Queen Bed Frame Location: Rogers	\$ 50.00	Thirty Days
#0-7	Queen Mattresses sets: Mattress and Box Spring Location: Liberty Square	\$ 326.00	Thirty Days
#0-8	Queen Bed Frame Location: Liberty Square	\$ 50.00	Thirty Days

- V. **CONTRACT ADMINISTRATION:** Daniel Castillo shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, acctpay@gmu.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
- A. This signed Contract;
 - B. Volume Pricing Schedule (attached separately)
 - C. IFB No. GMU-CM0123-24, in its entirety (attached);
 - D. Contractors bid documents dated 3/16/24 (attached);
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the "Governing Rules" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any

public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

B. ANTI-DISCRIMINATION: By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If 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 Contractor.

C. ANTITRUST: By entering into this 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 this 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 University, 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 University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the

Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this 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 Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor 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 their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

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

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

T. 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.

U. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

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

any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

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

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

- BB. **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. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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, and Commercial Automobile Liability Insurance.

CC. 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.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. 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).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- GG. 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.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of 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, or 2%, whichever is lower.
 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 lesser of 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, or 2%, whichever is lower.
- JJ. 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/>.
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- LL. 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.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
 7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.
- QQ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and

process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

SS. 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.

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

**Corsicana Acquisition LLC
DBA Corsicana Mattress**

George Mason University

DocuSigned by:

John Neal

Signature 7F142C...

Name: John Neal

Title: Contract Sales Manager

Date: 4/10/2024

DocuSigned by:

James Russell

Signature C77E4DC...

Name: James Russell

Title: Purchasing Director

Date: 4/10/2024



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



**INVITATION FOR BID
GMU-CM0123-24**

ISSUE DATE: February 29, 2024
TITLE: Dormitory Mattresses Furnish Delivery Install
PRIMARY PROCUREMENT OFFICER: Christopher Mullins, Sr. Buyer
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director
DELIVERY DATE: Vendor must provide a firm delivery date of equipment ARO:
SEALED BID DUE DATE AND TIME: March 26, 2024 @ 2:00PM Eastern Time (ET). **SEE SECTION XI.B.5 FOR DETAILS ON ELECTRONIC BID SUBMISSION.**

PLEASE NOTE: **BIDS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON.**

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on March 08, 2024. **All questions must be submitted through Mason’s Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason’s Bonfire portal by 5:00 PM ET on March 13, 2024.

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

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 VI. 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.

Table of Contents

I.	PURPOSE:	3
II.	PURCHASING MANUAL/GOVERING RULES:	3
III.	COMMUNICATION:	3
IV.	FINAL CONTRACT:	3
V.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:.....	3
VI.	SWaM CERTIFICATION:	3
VII.	SMALL BUSINESS SUBCONTRACTING PLAN:	4
VIII.	SCOPE OF WORK:	4
IX.	CONTRACT ADMINISTRATION:.....	8
X.	PRICING TABLE & BID REQUIRMENTS:	8
XI.	SOLICITATION TERMS AND CONDITIONS:.....	10
XII.	METHOD OF PAYMENT:	12
	ATTACHMENT A – SMALL BUSINESS SUBCONTRACTING PLAN.....	14
	ATTACHMENT B – VENDOR DATA SHEET	16
	ATTACHMENT C – SAMPLE CONTRACT	17
	ATTACHMENT D – PRICING LIST.....	29
	ATTACHMENT E – ZONE MAP.....	33

I. PURPOSE:

The purpose and intent of this Invitation for Bids (IFB) is to establish a contract with one qualified source to furnish, deliver, and install (FOB Destination) dormitory mattresses and mattress sets on an “**as needed**” basis to any and all George Mason University (hereinafter referred to as “Mason” or “the University”) campuses. A “mattress set” is defined as a mattress and box spring sold as a single unit. George Mason University reserves the right to award to one or more bidder(s). George Mason University is a public institution of higher education and agency of the Commonwealth of Virginia.

Campus maps available at: <https://info.gmu.edu/campus-maps-and-directions>

II. PURCHASING MANUAL/GOVERING 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. FINAL CONTRACT:

For goods or “spot” purchases vendors will be awarded a contract through the issuance of a purchase order. However, for term service contracts Mason’s standard two party contract will be required. 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 bid 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.

As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:

- a) An express or implied waiver of sovereign immunity.
- b) An agreement to indemnify, defend or hold harmless any entity.
- c) An agreement to maintain insurance.
- d) An agreement providing for binding arbitration.
- e) An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- f) Waiver of jury trial.
- g) Choice of law or venue other than the Commonwealth of Virginia.

V. 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/>.

VI. 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/>.

VII. SMALL BUSINESS SUBCONTRACTING PLAN:

All potential bidders are required to fill out and submit Attachments A to be considered responsive.

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

VIII. SCOPE OF WORK:

The George Mason University requires qualified sources to furnish, deliver, and install (FOB Destination) dormitory mattresses and mattress sets on an “as needed” basis to any and all Mason campuses. A “mattress set” is defined as a mattress and box spring sold as a single unit.

A. BACKGROUND: George Mason University replaces approximately 1/3 of its dormitory mattresses each year. The majority of the mattresses are replaced during the last two weeks of May. Historically Mason has replaced 1,000 – 1,500 mattresses late-July to early-August. The contractor must be able to deliver and install new mattresses in individual dormitory rooms and remove old mattresses.

Mason also keeps a small stock of mattresses onsite to replace mattresses that are damaged throughout the school year. Replacement stock mattress orders historically range between 50 – 200 mattresses and can occur at any time throughout the year. Most of the time only delivery is needed for stock replenishment orders.

The majority of the mattresses ordered are Twin XL mattresses, occasionally full-size mattresses. For graduate housing queen mattress sets are required.

B. VENDOR REQUIREMENTS:

1. Must have a minimum of 3 years’ experience in mattress delivery and installation.
2. Vendor must be able to fill order within 30 days of receiving a purchase order or less.
3. Must provide 3 references from recent clients that have placed orders for similar products and quantities. Include contact names, phone numbers, e-mails, and quantity of items sold. See Attachment B.
4. Must provide a specification sheet of all mattresses proposed in the pricing table with bid.
5. Must provide detailed warranty information with bid.
6. Must be able to deliver, remove, and install mattresses during University business hours 8:30am – 5:00pm to varying locations across campus. Prior to the start of each job, the vendor must provide a schedule to Mason detailing how many days are needed to complete the installation. The schedule should also include the date each individual dormitory will be serviced.
7. Uniforms and Identification: ALL of the contractor's employees and subcontractors shall be in uniform when working on George Mason University property. Uniforms shall consist of at a minimum a shirt bearing the firm’s name. Each employee shall have a picture identification on their person while working.
8. Must be able to provide services at the following locations:
 - a. George Mason University’s Fairfax Campus
 - b. George Mason University’s Prince William Campus
 - c. George Mason University’s Point of View Facility
 - d. George Mason University’s Smithsonian Facility

C. GENERAL SPECIFICATIONS-applicable to all mattresses and mattress sets.

1. Mattresses and mattress sets shall be available in a variety of sizes as identified in Section X -Pricing Schedule.

2. All mattresses and mattress sets shall meet the following flammability standards: BFD IX-11, Boston Fire Department Mattress Fire Test, CAL TB 129, Flammability Test Procedure for Mattresses for Use in Public Buildings, ASTM E1590, Standard Test Method for Fire Testing of Mattresses, and Federal Standard 16 CFR 1632 (FF4-72), CPSC 16 CFR 1633 Flammability Test, and the Virginia National Fire and Protection Association (NFPA) 267 guidelines.
3. All packaging shall be in accordance with industry standards. Each mattress and box spring must be packaged clean, free of defects and heat sealed in a 4-mil poly bag.
4. Bed frames shall be available in a variety of sized as identified in Section III, I-Pricing Schedule. Bed frames shall be heavy duty, steel for strength and durability; shall have locking connections for safe, secure assembly; recessed legs for safety: and, wheels must be lockable or glides must be heavy-duty, reinforced for durability.
5. The University reserves the right to open 1% of the mattresses upon delivery to determine whether the product meets specifications. Mattresses opened for inspection shall be repaired and made ready for use by the Contractor, at no cost to the University. In the event any mattress opened for inspection fails to comply, in any respect, with the specifications, the total shipment may be rejected.
6. In the event of manufacturer discontinuation of a contract item, the Contractor shall substitute an item with equal or better capabilities for equal or less cost than the discontinued item. The Contractor shall not substitute any item without the final approval of the University. The University shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests. Any substitution deemed acceptable by the University shall be formalized by a written modification to the contract.

D. VINYL MATTRESS SPECIFICATIONS:

1. Coil Innerspring Unit: Spring unit shall be Bonnell style, minimum 312 coil, 13 gauge, double tempered, high carbon steel. All coils shall be minimum 17 gauge fully tempered helical wire with not less than 5 tum hour glass type per coil.
2. Insulator: One each side, synthetic fiber pad, weighing not less than 2 ounces per square foot, overlapping the innerspring unit by 2" in both length and width.
3. Upholstery Layers: Pre-compressed fire-retardant, 100% cotton felt batting, boric acid treated meeting the requirements for cotton batting used in mattresses for designated high risk occupancies. On each side of the mattress, each batt must weigh a minimum of 8 lbs.
4. Cover: The cover will be a gray Spec -Tex Correct tick 10-1, which is a (ten) 10 ounce vinyl material which must be anti-bacterial, germicidal, and self-deodorizing. The cover is to be placed over the upholstery using standard industry flanging process. The cover must fit tightly and be neatly tailored.
5. Flange: Flange Material of not less than 5-1/2" width and adequate to properly secure mattress panels to the Innerspring unit by hog-ringing EVERY coil around the entire mattress perimeter, both surfaces, top and bottom.

E. NYLON MATTRESS SPECIFICATIONS

1. 312 Low Profile Bonnell Coil Innerspring Unit
2. 2" 45 ILD High Density Foam Encased Rails
3. 65 ILD Convolutud 2 inch foam topper for firmer feel

4. 35 ILD Convuluted 2 inch foam topper for plusher feel
5. Nylon (210 Denier Nylon Oxford/Urethane Coating) ticking laminated with non-woven fire barrier
6. Inverted Seam I Lock-stitched
7. Bed Bug Resistant Inverted Seam
8. Blue Nylon Cover
9. Tag with Mattress Contents

F. MATTRESS SET (I.E., MATTRESS AND BOX SPRING) SPECIFICATIONS

1. Mattress Specifications:
 - a. 364 (13-6) Bonnell Coil Innerspring Unit
 - b. Poly Foam Edge Supports
 - c. Insulator Pad on each side of Innerspring Unit
 - d. 1" of 1.5 lb density 30 ILD polyurethane foam pad
 - e. Quilting Panel .75 ounce FR Fiber / 2 layers of 3/4" hypersoft foam
 - f. Gemstone Damask Tick
 - g. Hotel Supreme Label I Monthly turn tags
 - h. Double Sided Contract Mattress
2. Box spring Specifications:
 - a. Hardwood 1' x 3' Lumber
 - b. Comer Guards
 - c. FR Barrier Quilted On Border
 - d. Dust Cover
 - e. Anti Skid Topper
 - f. Corrugated Topper
 - g. Quilted Waterfall Upholstery

G. DELIVERY, STORAGE, INSTALLATION AND REMOVAL OF OLD MATTRESSES/MATTRESS SETS REQUIREMENTS

1. All deliveries shall be FOB Destination.
2. Contractor shall notify Mason five business days prior to delivery to ensure accessibility to the delivery location and the availability of Mason personnel. Notification shall be made to the Mason point of contact identified on the Purchase Order.
3. All services, shall be performed during normal working hours. University working hours are from 8:30am – 5:00pm.
4. Contractor shall provide delivery, installation and old mattress/mattress set removal services at any and all Mason campuses; and, to different building locations on each campus at no additional cost. Campus locations include, but are not limited to:
 - a. Fairfax Campus, 4400 University Drive, Fairfax, VA 22030
 - b. Mason Center for Conservation Studies (Smithsonian Conservation and Research Center), 1500 Remount Road, Front Royal, VA 22630
 - c. Prince William Campus, I 0900 University Blvd., Manassas, VA 20110
5. Contractor shall offer a variety of delivery, installation and old mattress/mattress set removal service options to accommodate various project requirements. Under no circumstances are delivered items to be left outside a building or loading dock. Delivery, installation and removal option requirements are as follows:

- a. Delivery Only: Inside delivery.
- b. Delivery and Installation:
 - (i) It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. Mason will not assume any responsibility for receiving these shipments. Contractor shall contact with Mason's point of contact as identified on the purchase order and make necessary arrangements for security and storage space in the building during installation.
 - (ii) Contractor shall install mattresses and mattress sets in designated rooms, fully assembled, setup and ready for use. Contractor shall not remove mattresses and mattress sets from the 4 mil poly bag in which they were delivered.
 - (iii) After installation, all crating and other debris shall be removed from the premises.
- c. Removal of Existing Old Mattresses and Mattress Sets
 - (i) Should the removal of existing (used) mattresses and mattress sets be required, Contractor shall remove said items from the building and deliver them to a recycling center, or other off-campus location as identified on the purchase order. Contractor shall be responsible for off-loading the used items and placing them neatly at the location designated by the University.
 - (ii) The contractor must be adequately staffed to perform the job within the allotted time for the job. If movers/installers are needed, they must be a professional company with company attire (i.e., Company shirts) and should act in a professional manner while on a college campus with students around.
- H. SAMPLES: Bidders may be required to provide full-size samples of each item for which they submitted a bid at no cost to the University. Samples, if required, shall be delivered, at the Bidders' expense, to the Fairfax Campus (exact address to be provided at the time of the request for the samples) within five (5) business days of request. All samples shall be packaged in accordance with the packing specifications identified herein. Each sample package shall be clearly marked with the bidder's name, product identity, product identity number, and size. All samples shall become the property of the University. The University reserves the right open and/or test the samples to assist in the determination of product compliance with the University's requirements
- I. Bidders must include a copy of their firm's Certificate of Insurance (COI) with the bid.
- J. WARRANTY: The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation.
- K. USE OF PREMISES AND REMOVAL OF DEBRIS: Contractor shall, either directly or through the Subcontractor perform this Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises of the University or at the location of the work.
 - 1. Contractor shall store its apparatus; materials, supplies and equipment in such orderly fashion at the site of work that as will not unduly interfere with the progress of its work or the work of the University or any other Contractor. The activities of Contractor's workman shall be confined to the limits indicated by law, ordinances, permits and the directions of the Contract Administrator or his designee.
 - 2. Contactor shall frequently clean up all refuse, rubbish, scrap materials and debris caused by its operation, to the end at all times the site of work shall present a neat, orderly and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed

work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

If a contractor fails to clean up at the completion of the work, the owner may do so and charge for costs thereof to the contractor.

- L. **FINAL INSPECTION.** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is fully complete and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

IX. 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.

X. PRICING TABLE AND BID REQUIREMENTS:

- A. **BID REQUIREMENTS:** Unit prices shall include all costs associated with the furnishing, delivery, installation and old mattress disposal, including but not limited to, labor, transportation, overhead, etc. **NO ADDITIONAL CHARGES WILL BE ALLOWED.**

- 1. Bidder shall clearly identify in the space provided the manufacturer and style/model # of the product being offered. Bidder shall provide cut-sheets for each product offered detailing the manufacturer's specifications for that product. It shall be the sole determination of the University whether or not the product meets the University's requirements. If product specifications sheet are not included with your bid your bid may be deemed non-responsive. Samples may be required as described in Section VIII, H above.
- 2. It is the intent of the University to obtain volume discount pricing. Bidder shall provide unit pricing based upon the quantity ranges identified in the pricing schedule. Volume discount pricing shall be applied based upon the quantity of items requested per purchase order. Historically, approximately 80% of orders placed have been for Twin XL mattresses and 20% have been for Queen sets.
- 3. Bidder is advised that, although orders may be placed at any time through the year, the majority of large orders are placed for delivery and installation during the summer months. Summer deliveries and installations must be completed prior to student's returning to school for the fall semester.
- 4. Bidder is encouraged to offer prompt payment discounts in the form of a percentage off the grand total of each invoice. Prompt payment discount percentages shall be clearly identified on each invoice submitted for payment.

- B. **PRICING TABLE:** An award will be made to the lowest responsive and responsible. George Mason University will make an award on the GRAND TOTAL SUM basis to the lowest responsive and responsible bidders meeting the requirements of the solicitation. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. Mason reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

<u>Description</u>	<u>Unit Price</u>	<u>Quantity</u>	<u>ARO</u>	<u>Extended Price (Unit Price x Quantity)</u>
Twin XL : Removal and relocation of old mattresses, installation of new mattresses into individual dormitory rooms. Location: Liberty Square		496		
Twin XL : Removal and relocation of old mattresses, installation of new mattresses into individual dormitory rooms. Location: Northern Neck		326		
Twin XL : Removal and relocation of old mattresses, installation of new mattresses into individual dormitory rooms. Location: Wilson		97		
Twin XL: Delivery of new mattresses only Location: General Receiving		200		
Queen Mattresses sets: Mattress and Box Spring Location: Rogers		2		
Queen Bed Frame Location: Rogers		2		
Queen Mattresses sets: Mattress and Box Spring Location: Liberty Square		1		
Queen Bed Frame Location: Liberty Square		1		
<u>GRAND TOTAL</u>				

Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder/offeror. Mason requires the (bidder/offeror) to deliver within a reasonable time after ARO. If the bidder/offeror does not insert a stated delivery time in the blank below, the (bidder/offeror) will be deemed to offer delivery in accordance with Mason's desired delivery time as stated below:

Mason's desired delivered time: **30 calendar days ARO**

BIDDER'S/OFFEROR'S STATED DELIVERY TIME: _____ CALENDAR DAYS ARO

C. PRICING LIST:

The Bidder shall agree to provide rates for the following categories of mattresses, box springs, covers, and related accessories at Attachment D. Although this price list will not be used to determine award, the price list will be incorporated into the contract.

XI. SOLICITATION TERMS AND CONDITIONS:

A. GENERAL TERMS & CONDITIONS:

1. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
2. **CONFLICT OF INTEREST:** By submitting a bid the bidder warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that they are not currently an employee of the Commonwealth of Virginia.
3. **DEBARMENT STATUS:** By submitting a bid, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or bids on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting a bid, bidders certify that their bid is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
5. **LATE BIDS:** To be considered for selection, bid must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of bid is the bid due date and hour in Mason's Bonfire Portal. Bids submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the bidder to ensure that their bid is submitted by the designated date and hour.
6. **MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS:** Failure to submit a bid on the official Mason form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, Mason may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of their bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the resulting contract or purchase order shall be effective unless reduced to writing and signed by the parties.
7. **QUALIFICATIONS OF BIDDERS:** Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. Mason further reserves the right to reject

any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy Mason that such bidder is properly qualified to carry out the obligations of the resulting contract or Purchase Order and to provide the services and/or furnish the goods contemplated therein.

8. **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.
9. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Mason to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equal product, such bid will be considered to offer the brand name product referenced in this solicitation.

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 any resulting 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. **ELECTRONIC BID SUBMISSION:** ATTENTION: BIDS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only accept electronic bid submissions via Bonfire for this Invitation for Bids

The following shall apply:

- a. You must register with Bonfire and submit your bid, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
 - b. The Bidder must ensure the bids are uploaded and submitted through Bonfire sufficiently in advance of the bid deadline. **Plan Ahead: It is the Bidder's responsibility to ensure that electronic bid submissions have sufficient time to make its way through Bonfire's submission portal. Mason recommends you submit your bid the day prior to the due date.**
 - c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
 - d. Bidders should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
 - e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
 - f. All solicitation schedules are subject to change.
 - g. Go to Bonfire and Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
6. **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.

XII. METHOD OF PAYMENT:

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

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

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

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

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

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

Please check your payment preference or note it in your bid response.

ATTACHMENT A – SMALL BUSINESS SUBCONTRACTING PLAN

Bidders must advise any portion of this contract that will be subcontracted. 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:** _____

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

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.

B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the 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 any subcontractor, to include 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

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the 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 dollar value or percentages may result in breach of the contract.

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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

ATTACHMENT B - 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.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements. Bidders shall have a minimum of five (5) years' experience providing the required services.

2. Vendor's Primary Contact: Name: _____ Phone: _____

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

1. References: Indicate below a listing of at least three (3) current or recent accounts, preferably from other comparable higher education institutions, that your company is servicing, has serviced, or has provided similar goods/services.

A. Company: _____ Contact: _____
Phone :(____) _____ Fax: (____) _____
e-mail address: _____

B. Company: _____ Contact: _____
Phone :(____) _____ Fax: (____) _____
e-mail address: _____

C. Company: _____ Contact: _____
Phone :(____) _____ Fax: (____) _____
e-mail address: _____

D. Company: _____ Contact: _____
Phone :(____) _____ Fax: (____) _____
e-mail address: _____

I certify the accuracy of this information:

Signed: _____ Title: _____

Printed Name: _____ Date: _____



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

ATTACHMENT C - SAMPLE CONTRACT

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 ___, 2024 (Effective Date) 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 ___ for the ___ of George Mason University as set forth in the Contract documents.
III. PERIOD OF CONTRACT: One year from the Effective Date with four (4) successive one-year renewal options.
IV. PRICE SCHEDULE: As awarded. The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.
V. CONTRACT ADMINISTRATION: ___ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance.
VI. METHOD OF PAYMENT: 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.
VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):
A. This signed form;
B. IFB No. GMU-XXXX-XX, in its entirety (attached);
C. Contractor's bid dated XXXXXX (attached).
VIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ 23.1-1000 et seq.) of Title 23.1 of the Code of Virginia, and the "Governing Rules" and the Purchasing Manual for Institutions of Higher Education and their Vendors.
IX. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement.

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

and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract.
 - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for

resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

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

(Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

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

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

T. 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.

U. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination

was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

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

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

activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, under Policies and Procedures.

BB. 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, and Commercial Automobile Liability Insurance.

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

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. 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).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from the Institution attributable to the work performed by the subcontractor under that Contract; or (2) notify the Institution and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number

in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- GG. 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.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of 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 or 2%, whichever is lower.
 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 lesser of 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 or 2%, whichever is lower.
- JJ. 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/>."
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUETS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- LL. 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.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (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. If Contractor is currently SWaM certified, Contractor agrees 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 at <https://www.sbsd.virginia.gov/>.
- PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third

party except as provided for in the Contract, required by law, or authorized in writing by the University.

7. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

QQ. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor’s own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

SS. 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.

TT. 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

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING SCHEDULE: ATTACHMENT D
 Dormitory Mattresses and Mattress Sets: Furnish, Deliver and Install
 GMU-CM0123-24

- Pricing must be provided for all items except ones marked optional.
- Failure to provide a price (excluding recycling/disposal) may result in rejection of your bid.
- Bidders can submit a pricing schedule that covers all nine zones, or submit up to nine (9) different pricing tables to specify pricing by zone(s).
- You are permitted to make photocopies of this form as necessary.
- Mason reserves the right to allow informailites in bidders' bids.

ZONE:

Please circle the zones this pricing schedule applies to.
 You may submit a pricing table per zone. See VASCUPP
 Zone Map Attachment E for definitions and
 boundaries.

1 2 3 4 5 6 7 8 9

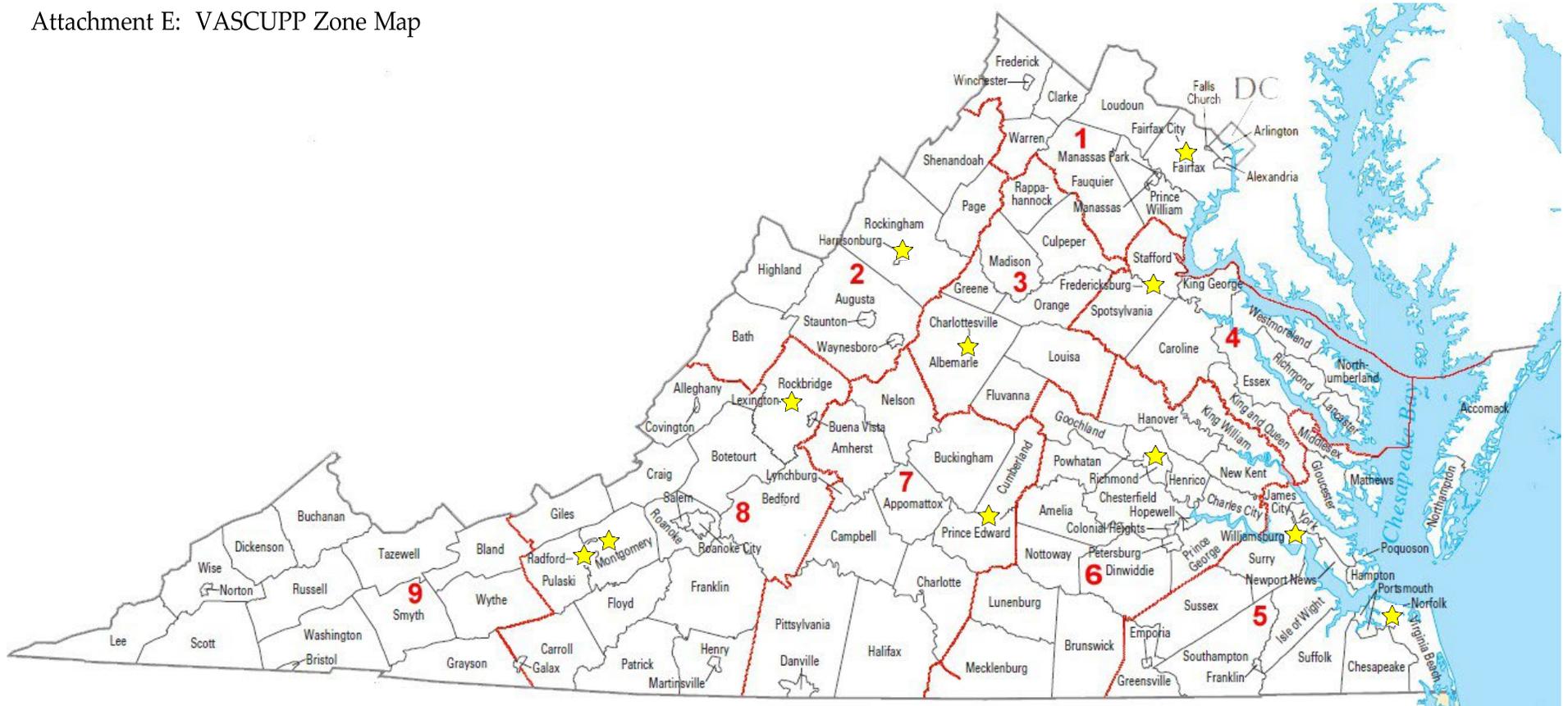
See Section VIII. Item G. for delivery, installation, and old mattress removal specifications											
Item	Description	Size	Manufacturer	Style/ Model #	Estimated Delivery	UOM	Quantities				
					Installation ARO (in weeks)			Unit Price: Delivery Only Included	Unit Price: Delivery, Installation, and Relocation of Old Mattresses, Included	(Optional) Unit Price: Delivery, Installation AND Haul Away/Recycle of Old Mattresses Included	Optional Unit Price: Delivery, Installation AND Haul Away/ Disposal of Old Mattresses Included
1	<u>Vinyl Mattress</u> See section IX, B thru F for specs	Twin XL (36" x 80")				Each	1 - 100	\$	\$	\$	\$
							101 - 200	\$	\$	\$	\$
							201 - 300	\$	\$	\$	\$
							301 - 400	\$	\$	\$	\$
							401 - 500	\$	\$	\$	\$
							501 - 600	\$	\$	\$	\$
							601 +	\$	\$	\$	\$
2	<u>Vinyl Mattress</u> See section IX, B thru F for specs	Standard Twin (39"x75")				Each	1 - 25	\$	\$	\$	\$
							26 - 50	\$	\$	\$	\$
							51 - 100	\$	\$	\$	\$
							101 +	\$	\$	\$	\$

ZONE:														
Please circle the zones this pricing schedule applies to. You may submit a pricing table per zone. See VASCUPP Zone Map Attachment E for definitions and boundaries.						1 2 3 4 5 6 7 8 9								
Item	Description	Size	Manufacturer	Style/ Model #	Estimated Delivery Installation ARO (in weeks)	UOM	Quantities	See Section VIII. Item G. for delivery, installation, and old mattress removal specifications						
								Unit Price: Delivery Only Included	Unit Price: Delivery, Installation, and Relocation of Old Mattresses, Included	(Optional) Unit Price: Delivery, Installation AND Haul Away/Recycle of Old Mattresses Included	Optional Unit Price: Delivery, Installation AND Haul Away/Disposal of Old Mattresses Included			
3	Nylon Mattress See section IX, B thru F for specs	Twin XL (36" x 80")				Each	1 - 100	\$	\$	\$	\$			
							101 - 200	\$	\$	\$	\$			
							201 - 300	\$	\$	\$	\$			
							301 - 400	\$	\$	\$	\$			
							401 - 500	\$	\$	\$	\$			
							501 - 600	\$	\$	\$	\$			
							601 +	\$	\$	\$	\$			
4	Nylon Mattress See section IX, B thru F for specs	Standard Twin (39"x75")				Each	1 - 25	\$	\$	\$	\$			
							26 - 50	\$	\$	\$	\$			
							51 - 100	\$	\$	\$	\$			
							101 +	\$	\$	\$	\$			
							1 - 25	\$	\$	\$	\$			
5	Nylon Mattress See section IX, B thru F for specs	Full Standard (54"x75")				Each	1 - 25	\$	\$	\$	\$			
							26 - 50	\$	\$	\$	\$			
							51 - 100	\$	\$	\$	\$			
							101 +	\$	\$	\$	\$			

ZONE:														
Please circle the zones this pricing schedule applies to. You may submit a pricing table per zone. See VASCUPP Zone Map Attachment E for definitions and boundaries.						1 2 3 4 5 6 7 8 9								
Item	Description	Size	Manufacturer	Style/ Model #	Estimated Delivery Installation ARO (in weeks)	UOM	Quantities	See Section VIII. Item G. for delivery, installation, and old mattress removal specifications						
								Unit Price: Delivery Only Included	Unit Price: Delivery, Installation, and Relocation of Old Mattresses, Included	(Optional) Unit Price: Delivery, Installation AND Haul Away/Recycle of Old Mattresses Included	Optional Unit Price: Delivery, Installation AND Haul Away/Disposal of Old Mattresses Included			
6	Nylon Mattress See section IX, B thru F for specs	Full XL (54"x80")				Each	1 - 25	\$	\$	\$	\$			
							26 - 50	\$	\$	\$	\$			
							51 - 100	\$	\$	\$	\$			
							101+	\$	\$	\$	\$			
7	Mattress Set (Mattress and Box Spring) See section IX, B thru F for specs	Standard Twin (39"x75")				Set	1 - 5	\$	\$	\$	\$			
							6 - 10	\$	\$	\$	\$			
							11 - 20	\$	\$	\$	\$			
							21+	\$	\$	\$	\$			
8	Mattress Set (Mattress and Box Spring) See section IX, B thru F for specs	Standard Full (54"x75")				Set	1 - 5	\$	\$	\$	\$			
							6 - 10	\$	\$	\$	\$			
							11 - 20	\$	\$	\$	\$			
							21+	\$	\$	\$	\$			
9	Mattress Set (Mattress and Box Spring) See section IX, B thru F for specs	Standard Queen (60"x80")				Set	1 - 5	\$	\$	\$	\$			
							6 - 10	\$	\$	\$	\$			
							11 - 20	\$	\$	\$	\$			
							21+	\$	\$	\$	\$			

ZONE:													
Please circle the zones this pricing schedule applies to. You may submit a pricing table per zone. See VASCUPP Zone Map Attachment E for definitions and boundaries.					1 2 3 4 5 6 7 8 9								
Item	Description	Size	Manufacturer	Style/ Model #	Estimated Delivery Installation ARO (in weeks)	UOM	Quantities	See Section VIII. Item G. for delivery, installation, and old mattress removal specifications					
								Unit Price: Delivery Only Included	Unit Price: Delivery, Installation, and Relocation of Old Mattresses, Included	(Optional) Unit Price: Delivery, Installation AND Haul Away/Recycle of Old Mattresses Included	Optional Unit Price: Delivery, Installation AND Haul Away/Disposal of Old Mattresses Included		
10	Bed Frame (Mattress and Box Spring) See section IX, B thru F for specs	Standard Twin				Set	1 - 5	\$	\$	\$	\$		
							6 - 10	\$	\$	\$	\$		
							11 - 20	\$	\$	\$	\$		
							21 +	\$	\$	\$	\$		
11	Bed Frame (Mattress and Box Spring) See section IX, B thru F for specs	Standard Full				Set	1 - 5	\$	\$	\$	\$		
							6 - 10	\$	\$	\$	\$		
							11 - 20	\$	\$	\$	\$		
							21 +	\$	\$	\$	\$		
12	Bed Frame (Mattress and Box Spring) See section IX, B thru F for specs	Standard Queen				Set	1 - 5	\$	\$	\$	\$		
							6 - 10	\$	\$	\$	\$		
							11 - 20	\$	\$	\$	\$		
							21 +	\$	\$	\$	\$		
Prompt Payment Discounts:	Percentage Discount Off Invoice Grand Total	Payment Net 30:				_____ %							
		Payment Net 20:				_____ %							
		Payment Net 10:				_____ %							
		Other (Define terms):				_____ %							

Attachment E: VASCUPP Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u>

PRICING SCHEDULE: ATTACHMENT D
 Dormitory Mattresses and Mattress Sets: Furnish, Deliver and Install
 GMU-CM0123-24

- Pricing must be provided for all items except ones marked optional.
- Failure to provide a price (excluding recycling/disposal) may result in rejection of your bid.
- Bidders can submit a pricing schedule that covers all nine zones, or submit up to nine (9) different pricing tables to specify pricing by zone(s).
- You are permitted to make photocopies of this form as necessary.
- Mason reserves the right to allow informailites in bidders' bids.

ZONE:

Please circle the zones this pricing schedule applies to.
 You may submit a pricing table per zone. See VASCUPP
 Zone Map Attachment E for definitions and
 boundaries.

1 2 3 4 5 6 7 8 9

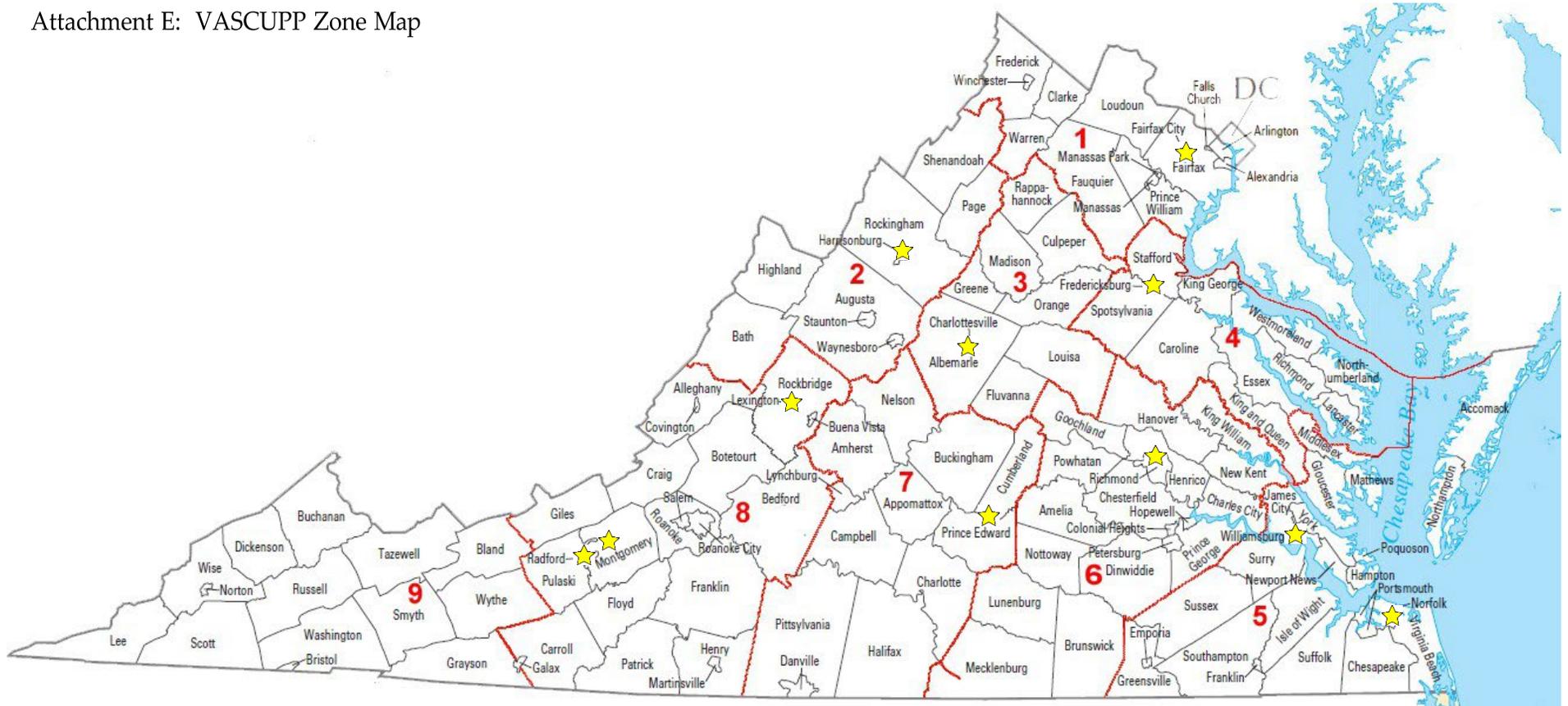
Item	Description	Size	Manufacturer	Style/ Model #	Estimated Delivery Installation ARO (in weeks)	UOM	Quantities	See Section VIII. Item G. for delivery, installation, and old mattress removal specifications			
								Unit Price: Delivery Only Included	Unit Price: Delivery, Installation, and Relocation of Old Mattresses, Included	(Optional) Unit Price: Delivery, Installation AND Haul Away/Recycle of Old Mattresses Included	Optional Unit Price: Delivery, Installation AND Haul Away/ Disposal of Old Mattresses Included
1	<u>Vinyl Mattress</u> See section IX, B thru F for specs	Twin XL (36" x 80")				Each	1 - 100	\$	\$	\$	\$
							101 - 200	\$	\$	\$	\$
							201 - 300	\$	\$	\$	\$
							301 - 400	\$	\$	\$	\$
							401 - 500	\$	\$	\$	\$
							501 - 600	\$	\$	\$	\$
							601 +	\$	\$	\$	\$
2	<u>Vinyl Mattress</u> See section IX, B thru F for specs	Standard Twin (39"x75")				Each	1 - 25	\$	\$	\$	\$
							26 - 50	\$	\$	\$	\$
							51 - 100	\$	\$	\$	\$
							101 +	\$	\$	\$	\$

ZONE:														
Please circle the zones this pricing schedule applies to. You may submit a pricing table per zone. See VASCUPP Zone Map Attachment E for definitions and boundaries.						1 2 3 4 5 6 7 8 9								
Item	Description	Size	Manufacturer	Style/ Model #	Estimated Delivery Installation ARO (in weeks)	UOM	Quantities	See Section VIII. Item G. for delivery, installation, and old mattress removal specifications						
								Unit Price: Delivery Only Included	Unit Price: Delivery, Installation, and Relocation of Old Mattresses, Included	(Optional) Unit Price: Delivery, Installation AND Haul Away/Recycle of Old Mattresses Included	Optional Unit Price: Delivery, Installation AND Haul Away/Disposal of Old Mattresses Included			
3	Nylon Mattress See section IX, B thru F for specs	Twin XL (36" x 80")				Each	1 - 100	\$	\$	\$	\$			
							101 - 200	\$	\$	\$	\$			
							201 - 300	\$	\$	\$	\$			
							301 - 400	\$	\$	\$	\$			
							401 - 500	\$	\$	\$	\$			
							501 - 600	\$	\$	\$	\$			
							601 +	\$	\$	\$	\$			
4	Nylon Mattress See section IX, B thru F for specs	Standard Twin (39"x75")				Each	1 - 25	\$	\$	\$	\$			
							26 - 50	\$	\$	\$	\$			
							51 - 100	\$	\$	\$	\$			
							101 +	\$	\$	\$	\$			
							1 - 25	\$	\$	\$	\$			
5	Nylon Mattress See section IX, B thru F for specs	Full Standard (54"x75")				Each	1 - 25	\$	\$	\$	\$			
							26 - 50	\$	\$	\$	\$			
							51 - 100	\$	\$	\$	\$			
							101 +	\$	\$	\$	\$			

ZONE:														
Please circle the zones this pricing schedule applies to. You may submit a pricing table per zone. See VASCUPP Zone Map Attachment E for definitions and boundaries.						1 2 3 4 5 6 7 8 9								
Item	Description	Size	Manufacturer	Style/ Model #	Estimated Delivery Installation ARO (in weeks)	UOM	Quantities	See Section VIII. Item G. for delivery, installation, and old mattress removal specifications						
								Unit Price: Delivery Only Included	Unit Price: Delivery, Installation, and Relocation of Old Mattresses, Included	(Optional) Unit Price: Delivery, Installation AND Haul Away/Recycle of Old Mattresses Included	Optional Unit Price: Delivery, Installation AND Haul Away/Disposal of Old Mattresses Included			
6	Nylon Mattress See section IX, B thru F for specs	Full XL (54"x80")				Each	1 - 25	\$	\$	\$	\$			
							26 - 50	\$	\$	\$	\$			
							51 - 100	\$	\$	\$	\$			
							101 +	\$	\$	\$	\$			
7	Mattress Set (Mattress and Box Spring) See section IX, B thru F for specs	Standard Twin (39"x75")				Set	1 - 5	\$	\$	\$	\$			
							6 - 10	\$	\$	\$	\$			
							11 - 20	\$	\$	\$	\$			
							21 +	\$	\$	\$	\$			
8	Mattress Set (Mattress and Box Spring) See section IX, B thru F for specs	Standard Full (54"x75")				Set	1 - 5	\$	\$	\$	\$			
							6 - 10	\$	\$	\$	\$			
							11 - 20	\$	\$	\$	\$			
							21 +	\$	\$	\$	\$			
9	Mattress Set (Mattress and Box Spring) See section IX, B thru F for specs	Standard Queen (60"x80")				Set	1 - 5	\$	\$	\$	\$			
							6 - 10	\$	\$	\$	\$			
							11 - 20	\$	\$	\$	\$			
							21 +	\$	\$	\$	\$			

ZONE:											
Please circle the zones this pricing schedule applies to. You may submit a pricing table per zone. See VASCUPP Zone Map Attachment E for definitions and boundaries.		1 2 3 4 5 6 7 8 9									
Item	Description	Size	Manufacturer	Style/ Model #	Estimated Delivery Installation ARO (in weeks)	UOM	Quantities	See Section VIII. Item G. for delivery, installation, and old mattress removal specifications			
								Unit Price: Delivery Only Included	Unit Price: Delivery, Installation, and Relocation of Old Mattresses, Included	(Optional) Unit Price: Delivery, Installation AND Haul Away/Recycle of Old Mattresses Included	Optional Unit Price: Delivery, Installation AND Haul Away/Disposal of Old Mattresses Included
10	Bed Frame (Mattress and Box Spring) See section IX, B thru F for specs	Standard Twin				Set	1 - 5	\$	\$	\$	\$
							6 - 10	\$	\$	\$	\$
							11 - 20	\$	\$	\$	\$
							21 +	\$	\$	\$	\$
11	Bed Frame (Mattress and Box Spring) See section IX, B thru F for specs	Standard Full				Set	1 - 5	\$	\$	\$	\$
							6 - 10	\$	\$	\$	\$
							11 - 20	\$	\$	\$	\$
							21 +	\$	\$	\$	\$
12	Bed Frame (Mattress and Box Spring) See section IX, B thru F for specs	Standard Queen				Set	1 - 5	\$	\$	\$	\$
							6 - 10	\$	\$	\$	\$
							11 - 20	\$	\$	\$	\$
							21 +	\$	\$	\$	\$
Prompt Payment Discounts:	Percentage Discount Off Invoice Grand Total	Payment Net 30:				%					
		Payment Net 20:				%					
		Payment Net 10:				%					
		Other (Define terms):				%					

Attachment E: VASCUPP Zone Map



Virginia Association of State College & University Purchasing Professionals (VASCUPP)

List of member institutions by zones

<u>Zone 1</u> George Mason University (Fairfax)	<u>Zone 2</u> James Madison University (Harrisonburg)	<u>Zone 3</u> University of Virginia (Charlottesville)
<u>Zone 4</u> University of Mary Washington (Fredericksburg)	<u>Zone 5</u> College of William and Mary (Williamsburg) Old Dominion University (Norfolk)	<u>Zone 6</u> Virginia Commonwealth University (Richmond)
<u>Zone 7</u> Longwood University (Farmville)	<u>Zone 8</u> Virginia Military Institute (Lexington) Virginia Tech (Blacksburg) Radford University (Radford)	<u>Zone 9</u>



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



**INVITATION FOR BID
GMU-CM0123-24**

ISSUE DATE: February 29, 2024
TITLE: Dormitory Mattresses Furnish Delivery Install
PRIMARY PROCUREMENT OFFICER: Christopher Mullins, Sr. Buyer
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director
DELIVERY DATE: Vendor must provide a firm delivery date of equipment ARO:
SEALED BID DUE DATE AND TIME: March 26, 2024 @ 2:00PM Eastern Time (ET). **SEE SECTION XI.B.5 FOR DETAILS ON ELECTRONIC BID SUBMISSION.**

PLEASE NOTE: **BIDS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON.**

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on March 08, 2024. **All questions must be submitted through Mason’s Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason’s Bonfire portal by 5:00 PM ET on March 13, 2024.

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

Name and Address of Firm:

Legal Name: Corsicana Acquistion LLC

Date: 3/16/2024

DBA: Corsicana Mattress

Address: 104 Decker Court Cuite 100
Irving TX 75062

By: 
Signature

FEI/FIN No. 88-3728506

Name: John Neal

Fax No. _____

Title: Contract Sales Manager

Email: jneal@corsicanamattress.com

Telephone No. 804-399-0902

SWaM Certified: Yes: _____ No: (See Section VI. 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.



Orlando, FL | Jasper, AL | Richmond, VA | Watertown, WI | Reading, PA | Dayville, CT

CS3C84 Grey Vinyl Mattresses

- 312 Bonnell Coil Innerspring Unit
- FR Insulator Pad on each side of Innerspring Unit
- Eight (8) Lbs. each side of Boric Acid treated cotton felt on each side.
- Insulator pad and cotton felt are wrapped over the sides and ends of the innerspring unit and are hog ringed (flanged) to each coil to prevent shifting of material.
- 10 ounces of soft grey vinyl extruded to a 2.9 ounce circular knit
- Wrapped and sealed in a 4 mil plastic bag for shipping.
- California TB 129, ASTM 1590, Federal Standard 16 CFR 1632 (FF4-72) and CPSC 16 CFR Part 1633 Flammability Test.

The grey soft vinyl ticking provides extended life due to a combination of softer surface vinyl and the extrusion process used to apply the vinyl. The combination produces a product with substantially increased chemical resistance from drying and cracking.





HOSPITALITY

THE CORSICANA HOSPITALITY COMMITMENT

Our core commitment is to make a great night's sleep accessible for everyone while striving to deliver better products for the best value.

Our mission is to lead and innovate with affordable sleep solutions.

We've restructured our company and strategically redefined our footprint to create efficiencies within key distribution channels by reworking our entire process-from concept through production-to create superior products to provide precisely what you, and all consumers, are looking for in their 'perfect bed.

Whether you want a performance mattress featuring state-of-the-art technology, a durable, traditional bed, or if you prefer a luxury handcrafted sleep experience, you can trust Corsicana to deliver results. Corsicana's goal is to deliver better products, greater values, and of course, better sleep!



VALUE

Deliver the best product at the best price



TRUE PARTNERSHIP

Integrity, openness, transparent reliable communication, and accountability



CUSTOMER SERVICE

State of the art tools with knowledgeable and helpful representatives



HANDCRAFTED IN THE USA

American built, crafted, and tailored in plant facilities across the nation



QUALITY

Maintaining a high level of quality, on-time delivery & responsiveness to satisfy customer needs across the USA

We offer brands to meet all of your hospitality mattress needs



We strive to deliver better hospitality products at a better price.

Visit corsicanamattress.com to learn more



HOSPITALITY

WHY CORSICANA HOSPITALITY?

We're proud to say, we're handcrafted in the USA

Corsicana is located right here in the USA with production facilities across the country—we plan to keep it that way.

We started in Corsicana, Texas in 1971 and we're still here.

We believe in quality products—our people—and our communities.

Corsicana products are American built, crafted and tailored. With production facilities in 8 states and our status as America's #1 Private Label Manufacturer, we

are ready to keep exceeding our customers' highest expectations with best-in-class personalized service. We are developing high-quality sleep solutions and continuously improving our world-class manufacturing capabilities. We continue to deliver exceptional mattresses each and every time and they are all handcrafted in the USA.

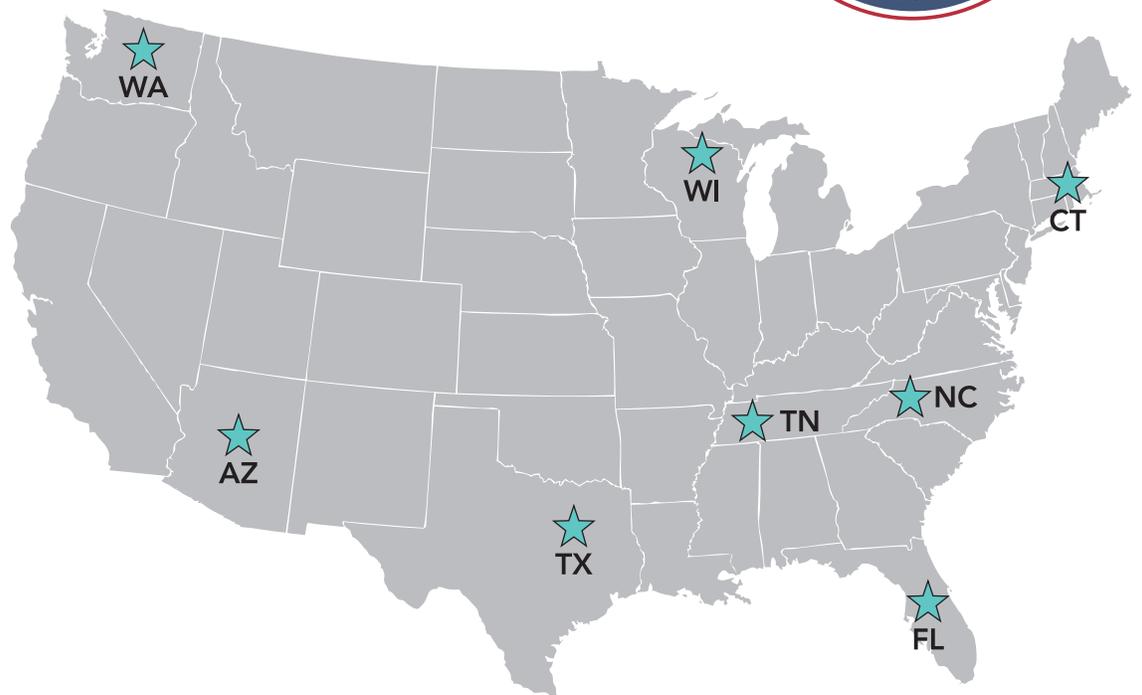


#1

We produce more private label mattresses every year than anyone else in the USA

8

Corporate owned factories



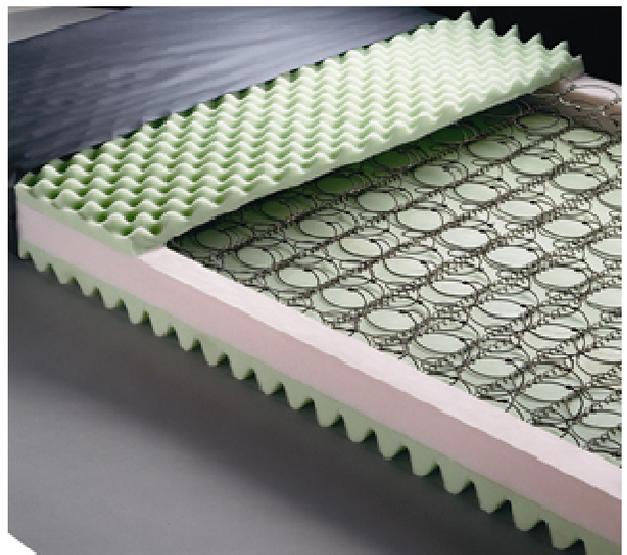


Orlando, FL | Jasper, AL | Richmond, VA | Watertown, WI | Reading, PA | Dayville, CT

CIELOI Inverted Seam Mattresses

- 312 Low Profile Bonnell Coil Innerspring Unit
- 2" 1.5lb - 45 ILD High Density Foam Encased Rails
- 2" 1.5lb - 65 ILD Convuluted foam topper for firmer feel
- 2" 1.5lb - 28 ILD Convuluted foam topper for plusher feel
- Nylon - 210 Denier Nylon Oxford/Urethane Coating - laminated with non-woven fire barrier is sewn with an inverted Seam to prevent bed bug infiltration.
- Inverted Seam / Lockstitched
- Wrapped and sealed in a 4 mil plastic bag for shipping.
- Boston Fire Dept IX – 11, California TB 129 / ASTM 1590, Federal Standard 16 CFR 1632 (FF4-72) and CPSC 16 CFR 1633 Flammability Test.
- 5 Year Non Prorated Warranty

Bed Bug Resistant Inverted Seam - Research has shown that bed bugs live and reproduce in the tape edge of mattresses. The Symbol Inverted Seam mattress is designed with minimal tape exposure





PARKSIDE AS28212SH

2 Sided | 12" Medium-Firm Tight Top

Built to deliver the best of both worlds — an initial cushioned feel balanced with correct ergonomic support. Enjoy great sleep and comfort on this balanced bed.

Profile	12"
Comfort Lever	Medium-Firm
Cover Fabric	Custom-Milled Damask
Quilt Layer	Medium SupportSense™ Foam (2 Layers)
Comfort Layer	Firm SupportSense™ Silhouette Foam
Coil Unit	Balance Spring™ Support System with 360° Foam Encasement
Double Sided	Identical layers of comfort on each side
Warranty	10 Year Non-Prorated

Size	Dimension	Coil Count
Twin	37.5" X 74.5"	240
Twin XL	37.5" X 79.5"	264
Full	52.5" X 74.5"	340
Full XL	52.5" X 79.5"	391
Queen	59.5" X 79.5"	460
King	75.5" X 79.5"	575
Hotel King	71.5" X 79.5"	550
Cal King	71.5" X 83.5"	600



Custom-Milled Fabrics and Quality Covers

- Custom-milled fabrics chosen for durability and comfort
- Dual quilted layers create cradling comfort, added pressure relief, and improved durability

SupportSense™ Foam

- Delivers a comfortable sleep surface with firm support
- Long-lasting and resistant to body impressions

Silhouette Foam

- Rolling peaks and valleys contour to the body—for pressure relief, improved spinal alignment and breathability for perfect temperature
- Works with other mattress layers to distribute weight more evenly as you move, reducing partner disturbance

Balance Spring™ Support System w/Foam Encasement

- Unique shape of strong offsetting coils provides consistent surface support
- Open design improves airflow and temperature regulation

Always CertiPUR-US® Certified Foams

- Certified foams made without harmful chemicals

AS28212SH

Parkside Double-Side Medium Firm

Hand-Crafted in America

American Bedding™

EST. 1939
SPRING COLLECTION

Built to deliver the best of both worlds — an initial cushioned feel balanced with correct ergonomic support. Enjoy great sleep and comfort on this balanced bed.

Custom-Milled Fabrics and Quality Covers

- Custom-milled fabrics chosen for durability and comfort
- Dual quilted layers create cradling comfort, added pressure relief, and improved durability

SupportSense™ Foam

- Delivers a comfortable sleep surface with firm support
- Long-lasting and resistant to body impressions

SupportSense™ Silhouette Foam

- Delivers a comfortable supportive sleep surface all-night with firm support
- Rolling peaks & valleys contour to the body—for pressure relief, improved spinal alignment and breathability for perfect temperature
- Works with other mattress layers to distribute weight more evenly as you move, reducing partner disturbance

Balance Spring™ Support System w/ Foam Encasement

- Unique shape of strong offsetting coils provides consistent surface support
- Open design improves airflow and temperature regulation

Always CertiPUR-US® Certified Foams

- Certified foams made without harmful chemicals



Non-Prorated Warranty



PROFILE:

- **12 INCH PROFILE**

COMFORT FEEL:

- **MEDIUM-FIRM**

IDEAL FOR:

- **SIDE & BACK SLEEPERS**

**ADJUSTABLE
BASE COMPATIBLE**



CertiPUR-US®
Certified Foams