



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 IFB GMU-1530-19

ISSUE DATE: October 23, 2018

TITLE: Dormitory Mattresses and Mattress Sets: Furnish, Deliver and Install

PRIMARY PROCUREMENT OFFICER: Michele Rogers, Senior Buyer, mroger19@gmu.edu
SECONDARY PROCUREMENT OFFICER: Katherine Sirotin, Assistant Director, ksirotin@gmu.edu

SEALED BID DUE DATE AND TIME: November 16, 2018 @ 2:00PM. Bids will be opened in public at this time.

Note: A return envelope is not being provided. It is the responsibility of the bidder to ensure the bid is bound (stapled, clamped, combed, wired, etc) and is submitted in an envelope, box, container, etc, that clearly identifies the contents as a bid submission in response to this Invitation for Bid. The IFB number must be written clearly on the outside of the bid. Bids submitted by email will not be accepted. *Bids can be mailed to 4400 University Drive, Mailstop 3C5 Fairfax, VA 22030. If the bid is being hand delivered the hand-delivery location is Alan and Sally Merten Hall, 4441 George Mason Blvd, 4th floor, Room 4200, Fairfax, VA 22030*

QUESTIONS/INQUIRIES: E-mail all questions/inquiries for information to both procurement officers listed above no later than 5:00 PM EST on November 2, 2018. Responses to all questions will be posted on Mason's Purchasing website by 5:00 PM EST on November 7, 2018.

In compliance with this invitation for bid and to all the conditions imposed herein, the undersigned agrees to furnish the services at the price(s) indicated in Section IX, Pricing Schedule.

Name and Address of Firm:

FEI/FIN No. _____
Fax No. _____
Email: _____

Date: _____
By: _____
Signature In Ink
Name: _____
Title: _____
Telephone No. _____

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules*, § 36 or against a Bidder/Offeree 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
GMU-1530-19

SECTION	DESCRIPTION	PAGE
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	3
V.	FINAL CONTRACT	3
VI.	ADDITIONAL USERS	3
VII.	SWaM CERTIFICATION	3
VIII.	PERIOD OF PERFORMANCE	4
IX.	SCOPE OF WORK	4
XI.	CONTRACT ADMINISTRATOR	8
XII.	PRICING TABLE	8
XII.	TERMS AND CONDITIONS	10
XIV.	METHOD OF PAYMENT	13
ATTACHMENT A	VENDOR DATA SHEET	14
ATTACHMENT B	SAMPLE CONTRACT	15
ATTACHMENT C	PRICE LIST	
ATTACHMENT D	VASCUPP ZONE MAP	

- I. **PURPOSE:** George Mason University (herein referred to as “Mason”) is soliciting sealed bids from qualified and experienced sources to establish a contract with one or more Contractor(s) 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 offerors. George Mason University is an educational institution and agency of the Commonwealth of Virginia.
- Campus maps available at: <http://www.gmu.edu/about/>
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding this Invitation For Bids shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed bidders are to communicate with only the Procurement Officers listed on the cover page. Bidders are not to communicate with any other employees of Mason.
- IV. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- V. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. No exceptions to our standard contract and General Terms and Conditions will be accepted for this Invitation for Bid. 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.
- VI. **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 Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

- VII. **SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the 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.

VIII. PERIOD OF PERFORMANCE: One (1) Base Year with Four (4) One (1) Year Optional Renewals.

IX. SCOPE OF WORK: 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 1st two weeks of August. 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. For graduate housing procure queen mattress sets.

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 be self-registered in eVA see <https://eva.virginia.gov/>
4. 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.
5. Must provide a specification sheet of all mattresses proposed in the pricing table with bid.
6. Must provide detailed warranty information with bid.
7. 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.
8. **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.
9. 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 III, I-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 sizes 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:

- C. 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 turn hour glass type per coil.
- D. 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.
- E. 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.
- F. 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.
- G. 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

7. 312 Low Profile Bonnell Coil Innerspring Unit
8. 2" 45 ILD High Density Foam Encased Rails
9. 65 ILD Convuluted 2 inch foam topper for firmer feel
10. 35 ILD Convuluted 2 inch foam topper for plusher feel
11. Nylon (210 Denier Nylon Oxford/Urethane Coating) ticking laminated with non-woven fire barrier
12. Inverted Seam I Lock-stitched

13. Bed Bug Resistant Inverted Seam
14. Blue Nylon Cover
15. Tag with Mattress Contents

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

16. 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
17. 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

18. All deliveries shall be FOB Destination.
19. 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.
20. All services, shall be performed during normal working hours. University working hours are from 8:30am – 5:00pm.
21. 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
22. 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 the on-campus recycling center, or other on-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. Movers/installers 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.
- a. 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.
 - b. Contractor 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.

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

XII. PRICING AND BID REQUIREMENTS & SCHEDULE:

- 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 IX, G 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. The Agency 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 the Agency's desired delivery time as stated below:

Agency'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 C. Although this price list will not be used to determine award, the price list will be incorporated into the contract.

XIII. SOLICITATION TERMS AND CONDITIONS:

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

B. SPECIAL TERMS AND CONDITIONS:

1. AWARD: George Mason University will make an award on the
2. TOTAL BID PRICE per the scenario in Section XII. BID EVALUATION PROCEDURES 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.
3. BID ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for sixty (120) days. At the end of the sixty (120) 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. 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 Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to

extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

5. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to George Mason University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that George Mason University has purchased or uses any of its products or services, and the contractor shall not include George Mason University in any client list in advertising and promotional materials.
6. **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. George Mason 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.
7. **BACKGROUND INVESTIGATIONS:** George Mason University reserves the right to require that the Contractor and his/her employees successfully complete a criminal background check prior to the start of their services. The criminal background investigation shall include a review of the Contractor and his/her employee'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.
8. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for One-Hundred and Twenty (120) days. At the end of the One-Hundred and Twenty (120) 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.
9. **BID PRICES:** Bid shall be in the form of a firm unit price (such as labor hour, fixed mark up per project value, price per unit, for each item during the contract period).
10. **CANCELLATION OF CONTRACT:** Mason reserves the right to cancel and terminate any resulting contract, in part or in whole without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
11. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Bidder/Offeror Due Date Time

Street or Box Number IFB No./RFP No.

City, State, Zip Code IFB/RFP Title

Name of Contract/Purchase Officer or Buyer: _____

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

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

12. **INDEMNIFICATION:** The contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
13. **LATE BIDS:** To be considered for selection, bids must be received by the issuing office by the designated date and hour. The official time used in the receipt of bids is that time on the automatic time stamp machine in the issuing office. Bids received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. George Mason University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the responsibility of the Bidder to ensure that its bid reaches the issuing, office by the designated date and hour.
14. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the University reserves the right granted by *Governing Rules § 15* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to Mason whenever such low bid exceeds Mason's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by Mason for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. Mason shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that Mason wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by Mason and the lowest responsive, responsible bidder.
15. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and the subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
16. **RENEWAL OF CONTRACT:** This contract may be renewed by George Mason University for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of Mason's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.
 1. If George Mason University elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **all items** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, George Mason University elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **all items** 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.

17. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small businesses. This shall include DMBE certified women-owned and/or minority-owned businesses when they have received DMBE small business certification. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing Mason's Purchasing Department at a minimum the following information: name of small business, phone number, total dollar amount subcontracted, category type (small, women, or minority/owned), and type of product/service provided.
18. 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.
19. SUBCONTRACTS: **No portion of the work shall be subcontracted without prior written consent of Mason's Purchasing Department.** In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason's Purchasing Department 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 the contract.
20. WORK SITE DAMAGES: Any damages to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to Mason's satisfaction at the Contractor's expense.

XIV. 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 evendor@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 ePayables 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
Mailing Address: 4400 University Drive, Mailstop 3C1
Street Address: 4441 George Mason Boulevard, 4th Floor, Suite 4200
Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589
e-mail: AcctPay@gmu.edu

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

Please state your payment preference in your proposal response.

ATTACHMENT A
VENDOR DATA SHEET

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

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
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
4. **Vendor Information:**
FIN or FEI Number: _____ If Company, Corporation, or Partnership
Social Security Number: _____ If Individual
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - B. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

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

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____



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

*****SAMPLE CONTRACT ***** GMU-XXXX-19

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

This Contract entered on this ____ day of _____ by _____ hereinafter called "Contractor" (located at _____) and George Mason University hereinafter called "Mason," "University".

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide _____ for the _____ as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** As negotiated
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ [23-38.88](#) et seq.) of Title 23 of the Code of Virginia, and in particular § [23-38.90](#) of the Restructuring Act, referred to as the "*Governing Rules*" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>
- VIII. **CONTRACT PARTICIPATION:** TBD.
- IX. **STANDARD TERMS AND CONDITIONS:**
 - A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
 - B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds

shall be subject to audit by the public body. (*Governing Rules*, § 36).

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS (If Applicable): Contractor's employees must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- J. 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*.
- K. 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.
- L. COMPLIANCE WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- M. 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.
- N. 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.
- O. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Contract awarded to Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.
- P. 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.

- Q. FORCE MAJEURE: Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- R. 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.
- S. 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 the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- T. 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.
- U. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.
1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.
- V. 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.
- W. 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).
- X. 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.

- Y. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- Z. **RENEWAL OF CONTRACT:** This Contract may be renewed by the University as negotiated under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "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.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "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.
- AA. **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/>."
- BB. **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.
- CC. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- DD. **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.
- EE. **WAIVER:** The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Contractor Name Here

By:

Signature

Date

Name: _____

Title _____

George Mason University

By:

Signature

Date

Name: _____

Title: _____

PRICING SCHEDULE: ATTACHMENT C
Dormitory Mattresses and Mattress Sets: Furnish, Deliver and Install
GMU-1530-19

- 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 D 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 V. Item E. 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	Vinyl 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 +	\$	\$	\$	\$
2	Vinyl Mattress 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 D 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 V. Item E. 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 +	\$	\$	\$	\$
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 D 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 V. Item E. 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	<u>Nylon Mattress</u> See section IX, B thru F for specs	Full XL (54"x80")				Each	1 - 25	\$	\$	\$	\$
							26 - 50	\$	\$	\$	\$
							51 - 100	\$	\$	\$	\$
							101 +	\$	\$	\$	\$
7	<u>Mattress Set</u> (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	<u>Mattress Set</u> (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	<u>Mattress Set</u> (Mattress and Box Spring) See section IX, B thru F for specs	Standard Queen (60"x80")				Set	1 - 5	\$	\$	\$	\$
							6 - 10	\$	\$	\$	\$
							11 - 20	\$	\$	\$	\$
							21 +	\$	\$	\$	\$

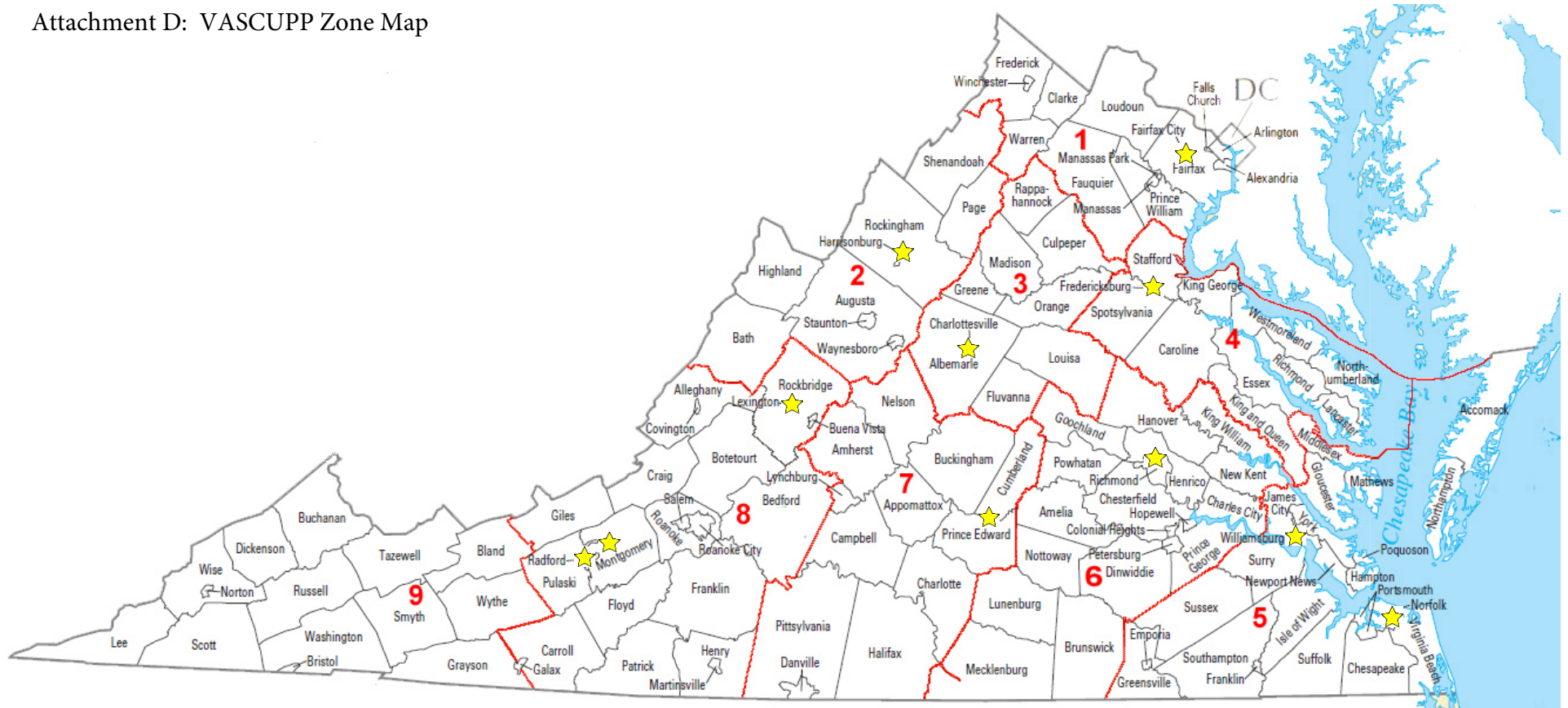
ZONE:

Please circle the zones this pricing schedule applies to.
 You may submit a pricing table per zone. See VASCUPP
 Zone Map Attachment D 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 V. Item E. 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	<u>Bed Frame</u> (Mattress and Box Spring) See section IX, B thru F for specs	Standard Twin				Set	1 - 5	\$	\$	\$	\$
							6 - 10	\$	\$	\$	\$
							11 - 20	\$	\$	\$	\$
							21 +	\$	\$	\$	\$
11	<u>Bed Frame</u> (Mattress and Box Spring) See section IX, B thru F for specs	Standard Full				Set	1 - 5	\$	\$	\$	\$
							6 - 10	\$	\$	\$	\$
							11 - 20	\$	\$	\$	\$
							21 +	\$	\$	\$	\$
12	<u>Bed Frame</u> (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 D: 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>