INVITATION FOR BID
GMU-1639-20

ISSUE DATE: February 25, 2020

TITLE: Appliances for Housing

PRIMARY PROCUREMENT OFFICER: Chi Nguyen, Senior Buyer (cnguyenn@gmu.edu)
SECONDARY PROCUREMENT OFFICER: Michele Rogers, Senior Buyer (mroger19@gmu.edu)

SEALED BID DUE DATE AND TIME: April 02, 2020 @ 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 submitted in a sealed envelope, box, container, etc., that clearly identifies the contents as a bid submission in response to this Invitation for Bid. No electronic (e-mail, drop box, etc.) bids will be accepted. The IFB number must be clearly written on the outside of your bid along with your company name. Bids can be mailed to 4400 University Dr. MSN 3C5, Fairfax, VA 22030. If the bid is being hand delivered/dropped off the hand delivery location is Alan and Sally Merten Hall, 4441 George Mason Blvd, 4th Floor, Room 4200, Fairfax, VA 22030. Late bids will not be opened and bidder may pick them up or they will be destroyed.

QUESTIONS/INQUIRIES: E-mail all questions/inquiries for information to both procurement officers listed above no later than 4:00 PM EST on March 11, 2020. Responses to all questions will be posted on Mason’s Purchasing website by 5:00 PM EST on March 13, 2020.

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 IX, PRICING SCHEDULE.

Name and Address of Firm:

Legal Name: ___________________________ Date: ___________________________

DBA: ________________________________

Address: ________________________________

By: ________________________________ Signature

FEI/FIN No. ______________________________ Name: ______________________________

Fax No. ______________________________ Title: ______________________________

Email: ______________________________ Telephone No. ______________________________

SWaM Certified: Yes: ________ No: ________ (See Section V. SWaM CERTIFICATION for complete details).

SWaM Certification Number: ______________________________

This public body does not discriminate against faith-based organizations in accordance with the Governing Rules, § 36 or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.
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I. **PURPOSE:** The purpose of this Invitation for Bid is to establish a term contract and pricing schedule from qualified sources for George Mason to procure Household GE branded appliances, on an “as needed” basis, including but not limited to dishwashers, washer and dryer combination units, refrigerators, ovens with electric ranges, and microwaves (as outlined in Attachment C – Bid Tab) for the Housing Department at George Mason University, a corporate institution of the Commonwealth of Virginia. The University reserves the right to award contracts to one or multiple vendors.

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

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

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

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

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

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

VII. **SCOPE OF WORK:** The contractor shall furnish all necessary labor, materials, transportation etc. as needed to provide the appliances as specified in Attachment C – Bid Tab which includes but is not limited dishwashers, washer and dryer combination units, refrigerators, ovens with electric ranges, and microwaves.

A. **GENERAL REQUIREMENTS:** The purpose of this solicitation is to establish a term contract(s) for household appliances for the George Mason University Housing Department (as outlined in Attachment C – Bid Tab).

   **BRAND SPECIFIC:** George Mason University will only accept bids for General Electric (GE) branded appliances (see Attachment C for part numbers and descriptions) in white or bisque colors. No alternatives will be accepted unless one of the appliances listed on Attachment C is discontinued by or no longer available from the manufacturer.

VIII. **CONTRACT ADMINISTRATOR:** Lynne Appleman, Housing Operations Coordinator, Housing and Residence Life 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.

IX. **PRICING SCHEDULE:** The Contractor shall provide a pricing schedule for each item outlined in Attachment C and shall incorporate the following. Attachment C MUST be completed and returned with your Bid in order for your Bid to be considered responsive:

1. **PRICES AND PRICE ADJUSTMENT:**
   a. All prices shall be F.O.B. Destination and shall include all charges that may be imposed in fulfilling the terms of this
The Contractor agrees that for unit price contracts, prices shall remain firm for 365 days. If the price is increased after 365 days, the unit price may be increased only upon approval of a written request to the Contracting Officer/Buyer. Upon receipt of the Contractor’s request, George Mason University shall make a determination to approve or adjust the requested price increase based upon its investigations and the information provided by the contractor. Any price adjustment agreed to shall take place only in accordance with the schedule defined above.

c. The request for a change in the unit price shall include as a minimum, (1) the cause for the adjustment; (2) proposed effective date; and, (3) the amount of the change requested with documentation to support the requested adjustment (i.e., appropriate Federal Bureau of Labor Statistics index, change in manufacturer’s price, etc.)

d. The request must be received at least 30 days prior to the effective date and shall become effective only upon approval by the Contracting Officer/Buyer. The increased contract unit shall not apply to orders received by the Contractor prior to the effective date of the approved increased contract unit price. The Purchasing Agent may cancel, without liability to either party, any portion of the contract affected by the requested increased and any materials, supplies or services undelivered at the time of such cancellation.

2. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES:

   a. Authorized Individuals will place orders for specific quantities of items covered in the resultant contract, as requirements arise, on an as needed basis.

3. DELIVERY/TIME OF PERFORMANCE:

   a. George Mason University requires that delivery be made at destination within the shortest time frame possible. Bidders must insert a definitive time frame, IN DAYS, on the Pricing Schedule within which delivery will be made after receipt of order (ARO). Indefinite terms such as “promptly”, “stock”, “without delay,” etc., will not be given consideration. Failure to provide a definitive delivery time will result in the disqualification of the bidder’s bid in its entirety or the item specified.

   b. The place of delivery of items ordered under this contract shall be agreed upon between the authorized representative placing the order and the Contractor at the time the order is placed.

   c. George Mason University may pick up orders from the vendor when it is in the best interest of the University. In these instances the Contractor shall release the materials only to the designated representatives of the University authorized to place and pick up orders.

   d. Delivery shall be during normal business hours of 8:00AM to 4:00PM, Monday through Friday.

4. QUOTATION LIMITATION:

   a. Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the University. If an “or equal” item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.

5. PRODUCT INFORMATION – BRAND SPECIFIC:

   The bidder is responsible for clearly and specifically identifying the product being offered and enclosing complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the University to determine if the product offered meets the requirements of this solicitation. Failure to do so may cause the bid to be considered non-responsive.

   George Mason University will only accept General Electric (GE) branded appliances (see Attachment C for part numbers and descriptions) in white or bisque colors. No alternatives will be accepted unless one of the appliances listed on Attachment C is discontinued by or no longer available from the manufacturer.

   If an appliance listed on Attachment C is discontinued by or no longer available from the manufacturer the University will accept an alternative/suitable substitute as long is it the same brand/manufacturer and is equivalent, equal or better than the
discontinued product. The University reserves the right to determine if the product is a suitable alternative by requesting the following:

1. A formal manufacturer announcement that the product has been discontinued.

2. Documentation from the manufacturer that provides clear evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

3. Documentation confirming that the price for the replacement is the same or consistent with the original contract price at the discontinued product or model.

4. As applicable, if a sample is requested, notification will be given by the university as to whether the sample is acceptable or if rejected, a reason shall be given.

X. SOLICITATION TERMS AND CONDITIONS:


B. SPECIAL TERMS AND CONDITIONS:

1. AWARD: George Mason University will make an award on the GRAND TOTAL SUM basis to the lowest responsive and responsible bidder meeting the requirements of the solicitation. Mason reserves the right to conduct any test it may deem advisable and to make all evaluations. Mason also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

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

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

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

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

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

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

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

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

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<th>Name of Bidder/Offeror</th>
<th>Due Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
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<td>IFB No./RFP No.</td>
<td>City, State, Zip Code</td>
<td>IFB/RFP Title</td>
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</table>

Name of Procurement Officer or Buyer: ________________________________

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

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

7. INCLEMENT WEATHER / SUSPENDED SCHEDULE: Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather or other unforeseen circumstance, will be rescheduled for processing at the appropriate times on the next regular business day. It is your responsibility to check Mason’s website for closings. See the following website: www.gmu.edu

8. 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.

9. LATE BIDS/PROPOSALS: To be considered for selection, bids/proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Bids/proposals received in the issuing office after the due date and time has expired will not be accepted nor 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/Offeror to ensure that its proposal reaches the issuing, office by the designated date and hour.

10. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS FOR IFBs: 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, George Mason University 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, George Mason University may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

11. QUALIFICATIONS OF (BIDDERS/OFFERORS): George Mason University may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to George Mason University all such information and data for this purpose as may be requested. George Mason University reserves the right to inspect (bidder’s/offeror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities. George Mason University further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy George Mason University that such
(bidder/offor) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

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

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

13. **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.

14. **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.

15. **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

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

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

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

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

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

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

Please state your payment preference in your proposal response.
ATTACHMENT A - SMALL BUSINESS SUBCONTRACTING PLAN

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

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

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

**Bidder Name: _________________________________**

**Preparer Name: ______________________________ Date: __________________**

**Instructions**

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

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder’s total price for the initial contract period in Section B.

**Section A**

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

Certification number: ________________________ Certification Date: ________________________

**Section B**

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

<table>
<thead>
<tr>
<th>Micro/Small Business Name &amp; Address</th>
<th>Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran- Owned</th>
<th>Contact Person, Telephone &amp; Email</th>
<th>Type of Goods and/or Services</th>
<th>Planned Involvement During Initial Period of the Contract</th>
<th>Planned Contract Dollars During Initial Period of the Contract ($ or %)</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSBSD Certificate #</td>
<td></td>
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</table>
ATTACHMENT B – SAMPLE CONTRACT
GMU-1639-20

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

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

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

II. SCOPE OF CONTRACT: The Contractor shall provide General Electric (GE) Branded household appliances, on an “as needed” basis, including but not limited to dishwashers, washer and dryer combination units, refrigerators, ovens with electric ranges, and microwaves (as outlined in Attachment A – Appliance Models for Housing) for the Housing Department forth in the Contract Documents.

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

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

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

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

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

A. This signed form;
B. IFB No. GMU-1639-20, in its entirety (incorporated herein by reference);
C. Contractor’s Bid/Pricing dated March 05, 2020 (incorporated herein by reference);


IX. CONTRACT PARTICIPATION: As negotiated

X. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor or any services of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AA. **RENEWAL OF CONTRACT:** This Contract may be renewed by the University for four (4), optional, one (1) year renewals under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the “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.

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

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

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

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

FF. **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.

GG. **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

______________________________
Name:

______________________________
Title:

**George Mason University**
**By:**

______________________________
Signature

______________________________
Name:

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Title: