REQUEST FOR PROPOSALS
GMU-1636-20

ISSUE DATE: December 20, 2019

TITLE: Branding & Marketing Services

PRIMARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu
SECONDARY PROCUREMENT OFFICER: Erin Rauch, Asst Director, erauch@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on January 13, 2020. All questions must be submitted in writing. Responses to questions will be posted on the Mason Purchasing Website by 5:00 PM EST on January 16, 2020. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: January 23, 2020 @ 2:00 PM EST. Hand deliver or mail proposals directly to the address above. Electronic submissions will not be accepted. A public opening will not be held. Late proposals will not be accepted.

Note 1: A return envelope is not being provided. It is the responsibility of the Offeror to ensure the proposal is submitted in a sealed envelope, box, container, etc. that clearly identifies the contents as a proposal submission in response to this Request for Proposal. See Section XIII Paragraph C herein. If delivering proposals by hand, deliver to the Purchasing Department located in Suite 4200 of Alan and Sally Merten Hall (Merten Hall), Fairfax Campus. Campus Map. Office hours are 8:30AM to 5:00PM.

Note 2: Mason will be closed for the winter break 12/23/19 – 01/06/20. No official business will be conducted during this time.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

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 VII. 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 Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide branding and marketing services to the Office of the Senior Vice President of George Mason University (herein after referred to as “Mason,” or “University”). George Mason University is an educational institution and agency of the Commonwealth of Virginia.

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 the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.

IV. FINAL CONTRACT: ATTACHMENT C to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

V. 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.

VI. 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/

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 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/

VIII. 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 offerors are required to fill out and submit Attachments A and B with their proposal.
IX. **PERIOD OF PERFORMANCE**: One (1) year from date of award with four (4) successive one-year renewal options (or as negotiated).

X. **BACKGROUND**: George Mason University (Mason) is the largest public research university in the Commonwealth, with over 38,000 students, and an R&D portfolio approaching $200 million annually. The university is also the largest producer of tech talent in the Commonwealth and in the Greater Washington Region, a key factor in attracting Amazon and other high-tech companies to Northern Virginia. This creates an opportunity for Mason to develop a national branding and marketing strategy to show that it is among the premier research universities in the country.

XI. **STATEMENT OF NEEDS**: Mason desires to contract with qualified firms to provide expertise and a range of services to support branding activities around the development of an innovation district on and in the vicinity of its Arlington campus. Current needs consist of two mutually exclusive scopes of work, which may be awarded, in whole or in part, to responsive and responsible firms. Phase one will be a firmed-fixed price contract for the services described below. Phase two will be an optional phase. While a contractor may be selected for Phase two, there is no guarantee of any work unless a separate service agreement has been executed. Mason reserves the right to award each phase to one or more vendors. More information about the university’s innovation campus can be found on the George Mason web site: [https://www2.gmu.edu/node/3376](https://www2.gmu.edu/node/3376)

A. **SPECIFIC REQUIREMENTS-PHASE I**

1. The university seeks an experienced branding firm to help us research, develop and launch a brand for Mason’s $250 million innovation district initiative on and in the vicinity of its Arlington campus. The brand should complement, and in some cases help shape, the university’s master brand, but should also stand independently when marketing its impact on the Arlington Rosslyn – Ballston (R-B) innovation corridor. Experience in branding similar university innovation initiatives in major metropolitan areas is preferred. Initial scope of work includes discovery, brand strategy, and identity.

2. Discovery should include primary and secondary research interviews, input from external stakeholders, planning with our internal team, and key audience segment development.

3. Brand strategy should include summary of discovery findings and strategy for messaging, voice, positioning, and architecture. Brand identity should include delivery of a logo that locks up to the master brand of Mason and visual style elements. Brand identity should also include in-person socialization with key stakeholders and a brand guidelines document.

B. **OBJECTIVES-PHASE I**

1. Develop and/or implement a successful research process which incorporates a broad view of the University’s current and future position among University stakeholders.

2. Enable the University to measure its relevance with a variety of audiences, assess its current position in the marketplace and develop recommendations for future position.

3. Position Mason as a premier brand to students, faculty, employers, donors, legislators and other stakeholders.

4. Develop an identity for the innovation district that places Mason at its focal point, and consider defining the district in the larger context of the Arlington R-B innovation corridor.

C. **DELIVERABLES-PHASE I**

1. Deliver a comprehensive brand strategy that includes brand positioning statement and a brand identity statements, along with recommended implementation.

2. Brand research methodology, including market and competitor analysis.

3. Summary of discovery findings.

4. Identity guidelines.

5. Messaging and architecture recommendations, including how the new brand operates within the Mason brand framework.
D. SPECIFIC REQUIREMENTS- PHASE II

1. The University seeks a qualified branding firm that will research, develop and implement a comprehensive branding and marketing plan. The University’s overall goal in soliciting a contractor to provide these services is to enhance and improve upon the University’s reputation among a variety of constituents and to support recruiting, development, research prominence, and other initiatives. Proposals must address strategies to highlight the academic quality of the university’s graduate and undergraduate programs, the rich diversity of Mason’s student populations, the prominence of the university’s research programs and their impact on the economy and on society, the stature of the institution’s world-class faculty, the advantages of the university’s location in the national capital region, and the university’s lively campus community, all of which are attractive to current and prospective students, faculty and staff, alumni, potential business and research partners and the general public. Proposals must demonstrate how the Offeror proposes a marketing and branding campaign that may (1) increase awareness among prospective applicants (including high-density in-state markets and select out-of-state markets; (2) increase alumni awareness of George Mason University campus and alumni-oriented events and value of a George Mason University educational experience, leading to increased affinity for and affiliation with the University; (3) attract and retain quality faculty and staff dedicated to the University’s mission and vision; and (4) increase awareness of the University’s impact with external public audiences and advocates.

2. In an effort to enhance the University’s public image and to support recruiting, development, and other initiatives, the University seeks to enter into an engagement with a firm to:
   a. Interpret the comprehensive branding exercise performed in Phase I
   b. Develop appropriate messaging, graphic and written identity standards and design supporting print materials;
   c. Develop advertising and marketing strategies; and
   d. Advise the University regarding the most effective use of marketing funds relative to our stated goals.

3. This engagement will be very valuable to unify the vision and direction of a university campus. If all constituents are consulted at appropriate times and in appropriate ways, this project can become a university-wide exercise that will ultimately result in messaging, print material, and an advertising strategy that will receive campus-wide support. In addition, this work may inform the University’s marketing and advertising investment decisions.

4. The contractor must include the use of an experienced media advertising and purchasing advisor(s) to help the university develop a comprehensive, strategic advertising campaign for the university to execute as funding becomes available. The contractor shall advise the university on the distribution of advertising dollars to the best advantage across all media outlets, including newspaper, magazine, TV, radio, web, web, billboards, etc. All of these outlets may not be required, but should be considered in making strategic decisions with respect to the use of advertising dollars. The goal of using a “paid media” expert is to develop a strategic advertising approach per placement.

5. Provide future university branding and consulting on an as-needed basis.

E. OBJECTIVES: To assist and advise the University in developing an integrated and identifiable public brand, improved brand recognition with potential applicants (in support of admissions goals), and an improved alumni brand affinity (in support of advancement and alumni relations goals), the contractor shall:

1. Enable the University to eliminate brand diffusion and confusion - in part by creating coordinated visual and editorial messages across the University, its Colleges, Centers, programs, and affiliates.

2. Support the University’s Strategic Plan.

3. Develop a strategy and implementation timeline for deliverable execution as well as three deliverable concepts for consideration.
F. **DELIVERABLES**: While the branding exercise will produce a ‘core identity’ for the University and help develop appropriate messaging, the contractor shall complete the following deliverables, which must be approved and accepted by the University:

1. Develop and implement brand drivers, including a comprehensive visual identity program to include:
   b. A written guide to appropriate use of University brand marks, logos and seal.
   c. Photographic standards for print materials.
   d. Photographic standards for web materials.
   e. Video standards.
   f. Templates and guidelines for print and electronic publications.

2. Develop a University Admissions/recruitment marketing communications plan based on an assessment of current strategies, publications, correspondence, and programs.

3. Develop a University Advancement/Alumni Relations communications plan based on an assessment of current strategies, collateral (print, electronic, email) needs, and programs.

4. Develop an integrated branding and marketing strategy designed to both measurably increase awareness and expand positive perceptions of the University among various current and future constituent groups.

XII. **COST OF SERVICES**: See Section XIII.B.5 below.

XIII. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**:

A. **GENERAL REQUIREMENTS**:

1. **RFP Response**: In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed original hardcopy (paper) of the entire proposal including all attachments and proprietary information and five (5) extra hardcopies (paper) including all attachments and proprietary information. In addition, the Offeror shall submit one (1) complete signed copy of the original proposal including all attachments and proprietary information, on CD, thumb drive or other electronic device. If proposal contains proprietary information, then submit two (2) CD's, thumb drive or other electronic device; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2e below for further details). The Offeror shall make no other distribution of the proposals.
   a. At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia’s Freedom of Information Act. Offerors will not be notified of the release of this information.

2. **Proposal Presentation**:
   a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
   b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
   c. Each hardcopy of the proposal should be bound in a single volume where practical. The original hard copy proposal must be clearly marked on the outside of the proposal. All documentation submitted with the proposal should be bound in that single volume.
d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

A WORD version of this RFP will be provided upon request.

e. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.

IMPORTANT: A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential. If after given a reasonable time, the Offeror refuses to withdraw the aforementioned designation, the proposal will be rejected.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations are tentatively scheduled for the week of February 10, 2020. Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the contractor’s staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror’s capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal.

1. Procedural information:
   a. Return signed cover page and all addenda, if any, signed and completed as required.
   b. Return Attachment A - Vendor Data Sheet.
   d. State your payment preference in your proposal response. (See section XVI.)

2. Experience & Qualifications: Include a written narrative statement to include:
   a. A brief history of the company, emphasizing its services to higher education or facilities/organizations of similar size and scope.

   b. Demonstrated ability to provide services for higher education institutions and/or organizations comparable in size, diversity, and breadth of academic offerings and/or industries to Mason, to also include:
i. Demonstrated experience in developing comprehensive “brand” revitalization programs;

ii. Proven ability to deliver high-impact “business-to-business and business-to-consumer” advertising campaigns;

iii. Successful execution of internal and external branding strategies;

iv. Exhibited record for providing marketing counseling services and programs; and

v. Creative ability for a variety of electronic, print and web-based marketing communications.

c. Names, qualifications and experience of personnel to be assigned to the project including an organizational chart, individual qualifications and duties, etc.

3. Methodology and approach- Plan to perform and manage the services and meeting the requirements outlined in the RFP including:
   a. Research – Developing plan to successfully determine unique University:
      i. Brand attributes;
      ii. Promise;
      iii. Identity; and
      iv. Current and potential market constituency.
   b. Brand – Determining and providing a unique and appealing branding program for the University;
   c. Creativity – To create innovative, bold and unique expressions of the University brand;
   d. Execution – To deliver creative “treatments” as measurable programs in a timely manner and within budget.
   e. Deliverables – To develop and implement strategies, programs, and activities that will strengthen the University’s goal as a unified campus with one core identity.
   f. Projected timeline for delivery of services relative to award date of the contract.

4. References: Provide a list of all clients that demonstrate the Offeror’s qualifications, from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email address for each reference and indicate the length of service.

5. Proposed Pricing:
   a. Phase one- Provide a firm-fixed price for services as outlined in the statement of needs.
   b. Phase two- Provide pricing as outlined in the statement of needs, specifically:
      i. Provide hourly pricing by individual experience level of staffer
      ii. Provide hourly or per item charges for all other goods and services required to facilitate phase two AND future projects as needed
      iii. On a line item basis- provide a low and high range for a SAMPLE George Mason campaign (including estimated duration) as stipulated in the statement of work. Should Mason elect to proceed with phase two, the agreed upon line item pricing will remain as negotiated, but the total cost will be adjusted to reflect the agreed upon level of effort.
   c. If required, travel expenses shall only be reimbursed in accordance with the Commonwealth of Virginia's per diem rates and Mason’s travel policies. http://fiscal.gmu.edu/travel/.
   d. Rates must include all overhead costs.

C. IDENTIFICATION OF THE PROPOSAL ENVELOPE: Return envelopes are not being provided. It is the responsibility of the Offeror to clearly mark submission envelopes identifying the contents as a response to this Request For Proposal as follows:

FROM: Name of Offeror ___________ Due Date/Time: January 23, 2020 @ 2:00PM EST
Street or Box Number ____________________________ RFP Number: GMU-1636-20
City, State, Zip Code __________________ RFP Title: Branding and Marketing Services

Name of Procurement Officer or Buyer: James Russell, Director.

The envelope or package should be addressed to the Issuing Agency as directed on Page 1 of the solicitation. If a proposal is mailed, the Offeror takes the risk that the envelope/package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bid/proposal should be placed in the envelope.

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

A. INITIAL EVALUATION CRITERIA: Proposals shall be initially evaluated and ranked using the following criteria:

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<td>1. Methodology and approach to providing services.</td>
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<td>2. Qualifications &amp; Experience.</td>
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<td>3. References of similar size and scope.</td>
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<td>4. Proposed Pricing.</td>
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<td>5. Vendor is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date &amp; time.</td>
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Total Points Available: 100

B. AWARD: Following the initial scoring by the evaluation committee, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. If oral presentations are conducted Mason will then determine, in its sole discretion, which vendors will advance to the negotiations phase. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Governing Rules §49.D.).

XV. CONTRACT ADMINISTRATION: Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XVI. PAYMENT TERMS / 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 - Mason will make payment to the vendor under 2%10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.

The 10 day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. A paper check will be mailed on or before the 10th day.
Option #2 - To be paid in 20 days. The vendor may opt to be paid through our Virtual Payables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:  

B. SPECIAL TERMS AND CONDITIONS – GMU-1636-20. (Also see ATTACHMENT C – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).

1. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).

2. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University 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.

3. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia.

4. LATE PROPOSALS: To be considered, proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation.

Offerors are responsible for the delivery of the proposal and if using U.S. Mail or a delivery service should ensure that the proposal is addressed properly. Proposals are due at 2:00PM on the date specified on the cover page of this solicitation. The Purchasing Department will contact the Offeror to arrange for pick up or destruction of the late proposal. The official time used in receipt of proposals shall be the time on the automatic time stamp machine of Mason’s Purchasing Office, address and location on cover page of solicitation.

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 Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

5. OBLIGATION OF OFFEROR: It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the Offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from this contact because of any misunderstanding or lack of information.
6. **RFP DEBRIEFING:** In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.

7. **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, criminal background checks 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.

XVIII. **RFP SCHEDULE (Subject to Change):**

- Issue in eVA: 12/20/19
- Advertise in Washington Post: 12/20/19
- Vendors submit questions by: 1/13/20 by 4:00 PM EST
- Post Question Responses: 1/16/20 by 5:00 PM EST
- Proposals Due: 1/23/20 @ 2:00 PM EST
- Proposals to Committee: 1/24/20
- Review and Score Proposals: 1/24/20 – 1/30/20
- Scores to Purchasing: 1/31/20
- Oral presentations (if necessary): Week of 2/10/20
- Negotiations/BAFO: Week of 2/17/20
- Award: Week of 2/17/20
- Contract Start Date: TBD
1. QUALIFICATION OF OFFEROR: The Offeror certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time in business providing this type of service:

   Type of Business: ________________________________ . _____________Years ______________Months

3. BUSINESS STATUS:

   A. Type of organization (circle one):
      - Individual
      - Partnership
      - Corporation
      - Sole Proprietor
      - Government
      - Other (explain)

   B. Category (circle one):
      - Manufacturer/Producer
      - Mfg.’s Agent
      - Retailer
      - Service Establishment
      - Distributor
      - Wholesaler
      - Other (explain)

   C. Status: If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD), provide your certification number ________________. For certification assistance, please visit http://www.sbsd.virginia.gov/. (Please check all applicable classifications. Must be certified with VIRGINIA DSBSD to qualify)

      _____ (MB) MINORITY OWNED. “Minority-owned business” means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

      _____ (WB) WOMAN OWNED. “Women-owned business” means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

      _____ (SB) SMALL BUSINESS: “Small business” means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of $10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

      _____ LARGE BUSINESS

I certify the accuracy of this information.

Signed: ___________________________________________ Title: __________________________________________

Printed Name: ______________________________________ Date: __________________________
ATTACHMENT B  
SMALL BUSINESS SUBCONTRACTING PLAN  
TO BE COMPLETED BY OFFEROR

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

**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 proposals. 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 proposal 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).

**Offeror 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.

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

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

Add a separate page for Section B if necessary.
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. 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. RFP No. GMU-1636-20, in its entirety (incorporated herein by reference);
   C. Contractor’s proposal dated XXXXXX (incorporated herein by reference);
   D. Negotiation Responses dated XXXXX (incorporated herein by reference).


IX. CONTRACT PARTICIPATION: As negotiated. It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

X.  STANDARD TERMS AND CONDITIONS:

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

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

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

1.  During the performance of this Contract, the Contractor agrees as follows:

   a.  The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b.  The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

   c.  Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2.  The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or 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. 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. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract: [http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf](http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf)

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

P. **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.
Q. **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.

R. **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.

S. **EXPORT CONTROL**:

1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (“ITAR”), or any items, technology or software controlled under the “600 series” classifications of the Bureau of Industry and Security’s Commerce Control List (“CCL”) (collectively, “Munitions Items”), prior to delivery, Contractor must:

   (i) notify Mason (by sending an email to export@gmu.edu), and

   (ii) receive written authorization for shipment from Mason’s Director of Export Controls.

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

2. **Dual-Use Items**: If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.

T. **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.

U. **FUTURE SERVICES**: Mason reserves the right to have the Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.

V. **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.
W. **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.

X. **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.

Y. **INFORMATION SECURITY**: In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

Z. **INFORMATION TECHNOLOGY ACCESS ACT**: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

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

AA. **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.

BB. 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.

CC. 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.

DD. 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.

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

FF. 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 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 “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 “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.

GG. 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/.

HH. SOC/SSAE16: To facilitate compliance with SSAE16, Contractor must provide George Mason University with its most recent SOC report and that of all subservice provider(s) relevant to this contract. It is further agreed that the SOC report, which will be free of cost to George Mason University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to Mrs. Peaches Nicholls at pnicholl@gmu.edu or other representative identified by the University. Contractor also commits to providing George Mason University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by George Mason University in relation to the SOC report.
II. **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.

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

KK. **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.

LL. **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.

MM. **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: ________________________________