REQUEST FOR PROPOSALS
GMU-1627-20

ISSUE DATE: March 2, 2020

TITLE: NHP Husbandry and Cage Washing

PRIMARY PROCUREMENT OFFICER: Christopher Mullins, Sr. Buyer, cmullin4@gmu.edu
SECONDARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director, erauch@gmu.edu

MANDATORY PRE-PROPOSAL CONFERENCE: A MANDATORY pre-proposal conference will be held on March 18, 2020 at 10:00 AM at Science and Technology Campus, Biomedical Lab 10650 Pyramid Place, Room 1018 Manassas, VA 20110. See Section XVI.B.1. for additional information.

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on March 24, 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 March 31, 2020. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: April 14, 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: 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.

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 NHP husbandry and cage washing services for the College of Science / NCBID of George Mason University (herein 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 B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. 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 Attachment A with their proposal.
IX. PERIOD OF PERFORMANCE: One (1) year from date of award with four (4) successive one-year renewal options.

X. STATEMENT OF NEEDS: The following shall describe, in general, the requirements and services needed to satisfy the research efforts of Mason:

A. GENERAL REQUIREMENTS:
   1. The purpose of this acquisition is to provide a wide range of technical and support services required for the proper care, use and humane treatment of laboratory animals to the College of Science/NCBID at Mason. Functions include: animal care and husbandry, research technical support, data management, cage and environment sanitation, routine maintenance of animal care equipment, animal transportation, and logistical and clerical support. Veterinary care will be provided by Mason. The Contractor will support projects involving the full range of biomedical research and scientific disciplines.
   
   2. The Contractor shall provide continuous high quality animal care as set forth in applicable animal welfare regulations, standards and guidelines, and in support of Public Health Service (PHS) assurance and AAALAC accreditation. The Contractor must maintain animals under carefully controlled conditions to minimize research variables and allow accurate interpretation of laboratory results. Consequently, the Contractor must properly maintain animal colonies to avoid any situation or condition such as undue stress, diseases, animal identification problems, escapes, etc., that might adversely affect ongoing research. The Contractor shall maintain strict adherence to all Standard Operating Procedures (SOPs). The Contractor shall have primary responsibility for writing the SOPs, subject to review and approval by Mason.
   
   3. At least for the first year, the total number of animals used will be approximately as follows:
      - First 6 months will be 10 animals/3 racks of NHPs at ABSL 2.
      - After 6 months will be 25 animals/7 racks of NHPs at ABSL-2 and 10 animals/3 racks of NHPs at ABSL-3.

B. LOCATION OF CONTRACT ACTIVITIES: Contract support shall be required in existing George Mason University-owned or leased animal facilities and research laboratories, at the Mason campus in Manassas, Virginia. Mason may request support in additional locations, if needed.

C. TECHNICAL COMPETENCE: All personnel working under this contract shall meet the minimum requirements for their assigned labor categories, and be capable of performing the functions described in a competent, professional manner. All key personnel must be approved by Mason’s veterinarian or contract administrator. All personnel must possess a high school diploma or GED equivalency; however, Mason’s veterinarian may waive this requirement or substitute experience for educational standards. It is anticipated that personnel will have the appropriate professional certification, i.e. American Association for Laboratory Animal Science technician/technologist certification. All assigned personnel shall have a working knowledge of both spoken and written English, be legal residents of the United States and/or have a valid work visa. Supervisory personnel shall have sufficient written and spoken English language skills to ensure that all policies, programs and guidelines are understood by subordinate staff and management personnel.

D. PERSONNEL QUALIFICATIONS AND REQUIREMENTS:
   1. The job categories are representative of the types of personnel needed to perform animal care functions under the contract. Where there are multiple levels within a job category, unless otherwise specified, Mason expects the Contractor to place personnel in a higher level (e.g. II vs. I) only if they have the experience and proficiency required.
   
   2. The Contractor may suggest additional labor categories to augment those described, but shall use these labor categories to describe staffing schemes and levels of effort in the proposal.
   
   3. Background checks shall be required. See also Attachment B Section X Paragraph H.
4. Individuals supporting ABSL-3 must be able to obtain security risk assessment (SRA) approval and meet the personnel suitability requirements of George Mason University’s Select Agent Program. These individuals will be enrolled in George Mason’s select agent program and must maintain requirements for enrollment including maintaining ongoing suitability requirements and attending required meetings and training.

E. REFERENCE MATERIAL: All operations conducted by the Contractor shall comply with the following:

- Animal Welfare Act PL91-579, as amended;
- The U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research and Training;
- Guide for the Care and Use of Laboratory Animals (Revised 2012);
- U.S. Public Health Service Policy on Humane Care and Use of Laboratory Animals, March 1996;
- Recognition and Alleviation of Pain and Distress in Laboratory Animals. (ILAR 1991)
- CDC/NIH BioSafety in Microbiological & Biomedical Laboratories, HHS Pub. No. 6 (CDC-88-8395);
- CDC/NIH Primary Containment for Biohazards: Selection, Installation, and Use of Biological Safety Cabinets;
- NRC/ILAR Occupational Health and Safety in the Care and Use of Research Animals (1997);
- Drug-Free Workplace Act of 1988 (Public Law 100 - 690, Title V, Subtitle D);
- 2020 report on the AVMA Panel on Euthanasia
- George Mason University Facility Standard Operating Procedures
- George Mason University Environmental Health and Safety (EHS) policies and procedures
- Guide for the Care and Use of Agricultural Animals in Agricultural Research and Teaching (FASS 1999)
- Select Agent Laws/Regulations - Public Health Security and Bioterrorism Preparedness and Response Act of 2002" (Public Law 107-188; June 12, 2002); 42 CFR 73, 7 CFR 331 and 9 CFR 121.

F. DESCRIPTION OF WORK: Independently, and not as an agent of George Mason University, the Contractor shall furnish the necessary management oversight and personnel to perform all research support and laboratory animal care services with regard to NHP research activity as delineated below, including, but not limited to:

1. Providing high quality animal care and housing, including feed, water and clean caging for NHP species.

2. Cage wash services, including sanitizing caging, water bottles, and accessories using tunnel washers, rack washers, bottle washers, autoclaves, and/or manual sanitization, as appropriate; assembling caging and equipment and adding clean bedding, food and water; preventive maintenance for cage wash equipment; pH monitoring; maintaining log books for temperature indicators and equipment operation.

3. Sanitation and cleaning of animal facilities used for the to the NHP research, including the sanitary management of all animal rooms, procedure rooms, laboratories, break rooms, locker rooms, administrative areas and adjacent corridors inside the animal facility; proper waste disposal, including hazardous wastes; quality assurance and surveillance services, including collecting specimens to monitor effectiveness of sanitation and autoclaving procedures; and monitoring cage wash parameters in accordance with SOPs.

4. Environmental monitoring of facilities, such as generating facility monitoring reports and reviewing them for deviations from established parameters; maintaining log sheets and record books on temperature, humidity, air changes, light cycles and illumination levels; verifying ventilated rack and other operation; calling and following up with Mason and vendor staff to correct problems; responding to abnormal environmental conditions; and responding to pest management concerns.

5. Animal health surveillance, including daily NHP observations to identify and report deviations from normal health; preliminary health exam for sick animals; and maintaining animal medical records

6. Animal handling, restraint, and technical laboratory animal procedures, including NHP TB testing; animal identification; routine treatment and drug administration; surgical preparation and support;
radiographs; and euthanasia.

7. Ordering and inventory management for animals, supplies and equipment, and other logistical support, including monitoring animal shipments for container integrity and animal health; reporting unscheduled deliveries; transporting animals from one room to another, receiving, inspecting, and storing feed and other supplies and equipment; conducting periodic inventories and reconciling disparities; stocking procedure rooms; performing routine and preventive maintenance for carts, racks, cages, cage wash equipment and other equipment; replacing room filters; and maintaining documentation/records of all repairs, preventive maintenance, and order/inventory activity.

8. Environmental enrichment support, including maintaining behavioral assessment records; developing enrichment devices; and supporting NHP social housing initiatives.

9. Coordinate with EHS regarding waste disposal and conduct necessary validation of waste decontamination methods in consultation with EHS.

10. Administrative support, including answering phones; data entry and database report generation; paper and electronic file/records management; document preparation (editing, desktop publishing, scanning, collating, copying) and distribution via mail, fax, e-mail, etc.; and generating cage cards; and other administrative services.

G. REQUIREMENTS FOR DELIVERY OF SERVICES:

1. Core Work Hours, Staff Scheduling and Absences:
   a. Core Work Hours: The Contractor shall provide services seven (7) days a week, and Mason holidays. Contractor’s staff will be designated as essential personnel and required to report for duty during inclement/severe weather or other adverse working conditions, and temporary Mason closures (e.g., furloughs) unless directed otherwise by Mason’s veterinarian and/or the Contract Administrator. The Contractor will establish flexible scheduling for holiday/weekend coverage to minimize the use of overtime (for example, work weeks of Wednesday through Sunday, with Monday/Tuesday off.)
   b. The Contractor shall document actual employee hours worked using a time sheet, time clock, or other time keeping method; and shall invoice only for actual hours spent providing required services. The Contractor shall ensure that actual employee hours worked correspond with employee hours invoiced, prior to submitting monthly invoices to George Mason University. The Contractor shall provide this documentation in an electronic format acceptable to Mason.
   c. If Mason closes for any reason, the Contractor’s staff is not automatically dismissed, but may be granted early dismissal at the discretion of Mason’s veterinarian. If granted early dismissal, the Contractor may invoice for the normal work day; however staff must take previously approved leave scheduled during such shutdowns, and may not bill the scheduled leave time as hours worked.
   d. In case of unplanned events, including but not limited to disaster planning, equipment not working, veterinary emergencies, contractor shall be required to provide staffing outside core hours in order to support special research program needs. Contract Administrator must approve any additional time or hours outside core hours.
   e. George Mason University reserves the right to request increases or reductions in Contractor’s staffing if research requirements change or the level of effort appears inappropriate. Mason’s procurement officer shall provide 30 calendar days’ notice of required changes, and will execute a bilateral contract modification.

2. Delegation of Duties and Manner of Conduct: The Contractor shall be responsible for selecting (subject to Mason review), certifying, assessing, training, supervising, managing and controlling personnel in performing all work, and shall comply with Mason’s general intent and all specific policies and regulations concerning personnel conduct. Contractor personnel shall only conduct contract business during periods paid for by Mason, and shall not conduct any other business on Mason premises. Mason may request that the Contractor replace any person under any resulting contract due
to inappropriate behavior, poor performance, misconduct, endangering life, damage or abuse of Mason property, or inhumane treatment of animals. The Contractor shall replace any such employee as requested.

3. Correction of Deficiencies: Any Contractor deficiencies in daily work or deliverable shall be corrected immediately at no additional cost to George Mason University.

4. Training: The Contractor shall ensure that all employees assigned to the contract receive all appropriate training for their specific responsibilities. Minimal required training under the contract is as follows:

a. Initial Training:

1) After contract award, George Mason University will conduct training for key personnel, including standard university and facility policies, SOPs, and computer and data system operations.

2) Mason expects the Contractor’s staff to report for duty sufficiently trained to immediately assume their responsibilities, including orientation on Contractor and Mason policies and procedures, basic overview of duties, and worksite safety. This training is the Contractor’s responsibility and is not to be conducted, or charged to Mason.

3) Individuals working at ABSL-3 will be required to attend a week long containment suite training program provided by EHS and complete a mentorship prior to working independently in the containment suite. Additionally, these individuals will participate in monthly meetings and refresher training offered by EHS at least quarterly and as needed.

4) One designated individual will need to be identified to serve as a Mentor in the containment suite to provide mentorship to other personnel. This person will need to have prior experience at ABSL-3 and will go through a mentorship training with Mason staff before providing training to other personnel entering containment suite.

b. Technical Training:

1) The Contractor is responsible for continuing technical training for all staff focused on specific contract requirements and staff responsibilities, including SOP review, health and safety issues, equipment operation and maintenance, Animal Study Protocol reviews, ABSL-3 specific issues, and other training requirements identified by Mason’s veterinarian.

2) All contract personnel shall be properly trained in the technical requirements of their positions. The Contractor shall provide Mason’s veterinarian with a detailed Technical Training Plan, no later than 30 calendar days after contract award. The veterinarian shall review and provide comments on the plan within 14 calendar days of submission, and the Contractor will incorporate changes for the veterinarian’s approval within 14 calendar days. The plan will be reviewed and revised at least annually to reflect changing technical requirements.

3) Documentation of completed training is a contract deliverable; the veterinarian will specify documentation requirements.

4) The veterinarian will decide, on a case-by-case basis whether specific off-site training opportunities (AALAS seminars and other opportunities) will be made available to contract staff at Mason’s expense.

c. Occupational Safety and Health Training:

1) The Contractor shall provide a comprehensive occupational safety and health training program, ensuring all personnel are properly trained in safe practices and informed of potential hazards before commencing work. The plan will provide for continuing, periodic training to emphasize safety and health issues.

2) The Contractor shall deliver an assurance statement for employee completion of occupational safety and health training to the veterinarian within 15 calendar days of contract initiation, and thereafter within 7 calendar days after each new hire commences work.
H. SAFETY AND HEALTH:

1. The Contractor shall develop and implement a tailored Safety and Health Plan in accordance with the Contractor's corporate personnel policies, Federal laws, Commonwealth of Virginia laws, and Mason policies and procedures, submitting the draft for review by the veterinarian and the Environmental Health and Safety Office within 30 days of contract award. The plan shall detail possible risks that may be encountered while performing the tasks related to the NHP Husbandry and Cage Washing contract, proper protective equipment and procedures to be used, and emergency/contingency plans for accidents or events (natural disaster, etc.). The Contractor shall ensure that personnel comply with all Mason safety, fire protection, and security policies, guidelines, and directives. The Contractor shall be responsible for and provide the following:

   a. Safety and health precautions to protect the work site, personnel (Mason, Contractor and any other personnel frequenting the work site), animals, and property;

   b. All necessary insurance for the nature of the work required to be performed under this Contract;

   c. Required to wear personal protective equipment provided by the BRL/NCBID;

   d. Immediate reporting and documentation of all safety hazards;

   e. Documentation and immediate reporting to the Veterinarian any incidents, accidents, work-related injuries and suspected work-related illnesses;

   f. Any additional safety measures that the Environmental Health & Safety or Contracting Officer determines to be necessary.

2. The Contractor will establish and implement an Occupational Health and Medical Surveillance Program in accordance with OSHA regulatory requirements, and ensure employees receive appropriate medical care, including pre-placement medical evaluations, occupational medical surveillance, and follow-up medical care for work-related injuries and illnesses.

   a. Pre-placement medical evaluations under the supervision of a licensed occupational health physician will determine if applicants are fit to fulfill position requirements without injury or illness to themselves, other individuals, or the research animals; provide applicants with position-related health and safety information; and provide appropriate immunizations to reduce the risk of work-related infections (i.e., TB test screenings). The evaluation must be equivalent to or more stringent than George Mason facility specific medical screening requirements.

   b. Routine serum collection and storage is not required for Contractor personnel. However, the Contractor shall collect serum if an employee sustains an injury involving percutaneous or mucous membrane exposure to NHP blood or body fluids, and provide off-site serum storage consistent with Federal Policy for the Protection of Human Subjects.

   c. The Contractor shall provide written verification that employees are medically cleared for work duties to EHS annually and will provide notification promptly when an individual’s clearance status changes for any reason.

I. WORK CONDITIONS AND ENVIRONMENT:

1. Contractor personnel may be required to work in areas that are hot, humid, and noisy due to operation of cage wash machines, life support systems, waste disposal systems, HVAC systems, change hoods, autoclaves and other equipment. Personnel may be exposed to hazards such as animal bites, cuts, scrapes, burns, odors, chemical cleaning agents, allergens, zoonoses, hazardous agents (including ABSL2/3) and other materials that are inherent to animal use. Personnel shall be required on occasion to work outside and may be subjected to adverse weather conditions.
2. Employees shall be required to lift equipment and supplies of 50 pounds or more and to push and pull racks, carts, and dollies, and to continuously walk, stand, sit and perform considerable arm and hand movements.

3. Individuals enrolled in the personnel suitability program operating at ABSL-3 will be required to perform job duties wearing scrubs, socks, and crocs, tyvek, double-gloves, shoe covers, a powered air purifying respirator (PAPR) as well as additional protective equipment as determined by risk assessment. They will be required to shower out of the facility upon each exit from the containment suite.

4. Individuals may be subject to quarantine procedures required for specific agents used in the containment suite of the BRL.

J. CONTRACT MANAGEMENT AND PERSONNEL SUPERVISION:

1. The Contractor shall designate a Contract Manager as the authorized liaison with the Contract Administrator, Contract Officer, Veterinarian and other Mason representatives. The Contract Manager shall be available to meet or confer with George Mason University personnel on short notice, as needed, and shall have full authority to act on the Contractor’s behalf.

2. The Contractor shall designate a Project Manager as the on-site leader to provide management oversight, guidance, training and administrative support to the Contractor's personnel. The Project Manager and other supervisory staff shall possess the necessary experience, qualifications, and training to effectively manage and supervise contract personnel. Appropriate management/supervision will be provided at all times, including during weekends, holidays, and Mason closures.

K. KEY PERSONNEL: The Contractor, in conjunction with the veterinarian, will identify positions considered key (including, but not limited to the Contract Manager, Project Manager and Facility Manager). The Contractor shall submit resumes for proposed key personnel to the Contract Administrator and Veterinarian. Mason will evaluate the qualifications and experience of these individuals before accepting proposed key personnel. The Contractor shall not reassign, remove, or replace key personnel without the approval of the Contract Administrator in consultation with the veterinarian.

L. IDENTIFICATION BADGES, KEYS AND CARD KEYS: George Mason University will provide each contractor employee with an identification badge which is required for access to all Mason grounds and buildings and shall be worn at all times while on duty. All identification cards will bear an expiration date and be laminated to prevent alterations. Mason will issue keys or card keys to Contractor personnel as appropriate for each facility; a keys, card keys, access codes and parking passes will be issued to individual personnel and are not transferable. All identification badges, keys, card keys, and parking passes remain the property of the Mason, and the contractor is responsible for collecting them from personnel upon termination, and returning them promptly to Mason.

M. UNIFORMS AND PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT:

1. Contractor personnel working in animal facilities or laboratories shall be required to wear uniforms (e.g., scrub suits, lab coats) and appropriate protective clothing and equipment as identified by the requirements of the contract. Unless otherwise specified, Mason will provide single-use, disposable personal protective equipment such as disposable gloves, lab coats, jump suits, head covers, shoe covers, and respirators as appropriate. The Contractor will provide individualized or customized protective equipment such as prescription safety glasses, respirators, and back supports as prescribed by a physician.

2. If not provided by Mason, the Contractor shall provide personnel with uniforms (i.e. scrub suits, lab coats) that are readily identifiable with the Contractor’s name and that are appropriate for the potential contract hazards. The Contractor shall provide uniform laundry services for uniforms at an off-site location unless otherwise specified; personnel are not to launder uniforms in their homes.

O. DELIVERABLES AND REPORTS:

1. The Contractor shall submit a monthly progress report to the veterinarian within ten (10) calendar days following the end of the reporting period, as specified by the veterinarian.
2. The Contractor shall provide the Contract Administrator with the following draft plans within 30 days of contract award: Training Plan, Safety and Health Plan, and Quality Control Plan.

3. The Contractor shall provide the Contract Administrator an assurance statement for employees’ completion of Initial Occupational Safety and Health Training, signed by each employee, within 15 calendar days of contract initiation (and within 7 calendar days of hire date for new personnel). This assurance statement must be updated annually for all personnel.

4. The Contractor shall provide a detailed written report of all incidents of on-the-job-injury or suspected job-related illness, provided to the Contract Administrator within 2 calendar days.

5. The Contractor shall provide the Contract Administrator an assurance statement for completion of criminal background checks before each employee commences contract work.

P. QUALITY CONTROL: As specified, the Contractor shall develop a Contract Quality Control and Management Plan, to include:

1. A monitoring and inspection system covering all contract services, including periodic inspections of all work sites;

2. Methods of identifying poor personnel performance before the level of performance becomes unsatisfactory; to include methods to address and remedy poor performance;

3. A written quarterly report, presented to the veterinarian, summarizing quality issues observed during inspections and reviews, with recommendations and proposed actions, and schedule for completion.

Q. FACILITIES: The Contractor will conduct support functions in George Mason University owned or leased facilities. Mason shall provide animal holding and procedure space, cage wash facilities, laboratory space, restroom, shower and locker areas, storage and other support space, and office space for dedicated contract personnel as available.

R. EQUIPMENT:

1. Unless otherwise specified, Mason shall provide all required animal care, laboratory and office equipment, and specially equipped vehicles for animal transportation. The Contractor shall be responsible for properly operating and maintaining University-owned equipment, complying with all SOPs. The Contractor shall be responsible for immediately reporting all malfunctioning equipment to the veterinarian. The Contractor shall reimburse Mason for equipment loss or repair resulting from Contractor carelessness or misuse. Mason and the Contractor shall conduct a joint inventory of major equipment within 15 calendar days of Contract award, documenting condition and value. Mason shall repair items not in working order prior to the Contractor assuming responsibility for equipment. The Contractor and its personnel shall not bring company owned, leased or personal equipment, including software, for performing contract work or for personal use, unless approved in advance by the veterinarian. The Contractor shall notify the Contract Administrator in writing when additional equipment is needed, with sufficient lead time for acquisition.

2. Upon completion of the contract, all Mason equipment furnished for contractor use will remain the property of the George Mason University; Mason and the Contractor will complete a final joint inventory of major equipment. The Contractor shall be liable for loss or damage to Mason-furnished property beyond normal wear and tear.

S. GEORGE MASON UNIVERSITY FURNISHED SUPPLIES AND MATERIALS: Unless otherwise specified, Mason shall furnish all required feed, cages, bedding, equipment replacement parts, laboratory supplies, cleaning agents, disposable clothing and office supplies.

T. GEORGE MASON UNIVERSITY FURNISHED SERVICES: Unless otherwise specified, Mason will provide the following services: Security; Building and Equipment Maintenance (except for routine and preventive equipment maintenance to be completed by the Contractor); waste and hazardous waste removal; vermin control; and mail handling.
XI. **COST OF SERVICES:** Outline the Offeror’s breakdown of costs; general and administrative. Include estimated hours required to perform the tasks by personnel and rates for all personnel as an hourly rate by job category.

XII. **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 three (3) 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 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 Week of 4/27/20. 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.
   c. State your payment preference in your proposal response. (See section XV.)

2. General firm background and information:
   a. Provide a background and a brief history of your firm.
   b. Describe your firm’s specialty areas, and their size.
   c. Describe your firm’s location and organization structure. Provide additional detail related to offices likely to serve Mason.
   d. Describe the nature and extent of your expertise with higher education, research-oriented, or similarly-situated clients, including related information technology environments (including Banner, which is used by Mason).
   e. Describe the nature and extent of your expertise with providing supplemental audit resourcing (co-sourcing) services to clients similarly-situated to Mason.
   f. Describe any impending changes in your organization that could impact delivery of services.

3. Relationships with Mason:
   a. Provide a list of work your firm has conducted related to Mason since January 1, 2014. Describe the nature of the work, cost, and Mason contact.

4. Specific Plan (Methodology): Explain your approach/specific plans for providing the proposed services outlined in the Statement of Needs.

5. Information Protection:
   a. Describe the protections you will use to safeguard information obtained during engagements from unauthorized use and disclosure, including, but not limited to, personal facts and circumstances related to individuals as well as information related to Mason’s actual or anticipated business facts and circumstances.

6. Cost of Services: See Section XI.

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: April 14, 2020 @ 2:00PM EST
XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

<table>
<thead>
<tr>
<th>Description of Criteria</th>
<th>Maximum Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Qualification and experience</td>
<td>35</td>
</tr>
<tr>
<td>2. Methodology / approach</td>
<td>20</td>
</tr>
<tr>
<td>3. References of similar size and scope.</td>
<td>15</td>
</tr>
<tr>
<td>4. Proposed Pricing.</td>
<td>25</td>
</tr>
<tr>
<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>
<td>5</td>
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</tbody>
</table>

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.).

XIV. 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.

XV. 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.

XVI. SOLICITATION TERMS AND CONDITIONS:

A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:  

B. SPECIAL TERMS AND CONDITIONS – GMU-1627-20. (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).

1. MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT: A mandatory pre-proposal conference will be held on March 18, 2020 at 10:00AM at the Science and Technology Campus Biomedical Lab 10650 Pyramid Place Room #1018 Manassas, VA 20110. See https://info.gmu.edu/campus-maps-and-directions/?_ga=1.231248668.2057225938.1464978837 for directions and campus Maps. The purpose of this conference is to allow potential offers an opportunity to present questions and obtain clarification relative to any facet of this solicitation and to take a look at the existing Prince William Campus equipment that will require services under any contract resulting from this RFP. Note: Additional site visits (Fairfax Campus) may be required. If required, the date and time of said additional site visit(s) will be provided via a formal addendum to this RFP.

Due to the importance of all offerors having a clear understanding of the requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative’s on the attendance roster.

Admittance to the conference will be limited to two (2) representatives per company. Attendees should bring a copy of the solicitation to the conference. Any changes to the solicitation resulting from the conference or subsequent written questions will be issued as formal addendums.

2. 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).

3. 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.

4. 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.
5. **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.

6. **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.

7. **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.

8. **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.

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

- Issue in eVA: 3/2/20
- Advertise in Washington Post: 3/2/20
- Site visit: 3/18/20
- Vendors submit questions by: 3/24/20 by 4:00 PM EST
- Post Question Responses: 3/31/20 by 5:00 PM EST
- Proposals Due: 4/14/20 by 2:00 PM EST
- Proposals to Committee: 4/15/20
- Review and Score Proposals: 4/15/20 – 4/22/20
- Scores to Purchasing: 4/22/20
- Oral presentations (if necessary): Week of 4/27/20
- Negotiations/BAFO: Week of 5/4/20
- Award: TBD
- Contract Start Date: TBD
ATTACHMENT A
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.

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<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>
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**Totals $**

Add a separate page for Section B if necessary.
ATTACHMENT B – SAMPLE CONTRACT
GMU-1627-20

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 _________________________ 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-XXXX-XX, 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 Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Governing Rules, § 36).

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

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

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

C. ANTITRUST: By entering into 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 Contractors. Neither the existence of a claim nor a dispute
resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by 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: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason’s policies can be found at https://universitypolicy.gmu.edu/all-policies/ and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information (“PII”) which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver’s license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.

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

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

R. **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 Contractor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a 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 this Contract.

S. **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.

T. **EXPORT CONTROL:**

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

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

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

U. **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.

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 Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

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

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

Z. **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.

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

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

BB. 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.

CC. 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.

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

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

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the 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.

FF. 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/.

GG. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.
HH. **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.

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

JJ. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

KK. **UNIVERSITY DATA:** University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

a. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.

b. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor’s obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.

c. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party’s data, content, or intellectual property, except as expressly stated in the Contract.

d. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.

e. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.

f. If Contractor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason’s and its end user’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
g. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.

Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

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

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

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

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