REQUEST FOR PROPOSALS  
GMU-1460-18

ISSUE DATE: September 22, 2017

TITLE: Emergency Response Services for Collections Stabilization and Recovery

PRIMARY PROCUREMENT OFFICER: Katherine Sirotin, Asst. Director, ksirotin@gmu.edu
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on October 12, 2017. All questions must be submitted in writing. Responses to questions will be posted on the Mason Purchasing Website by 5:00 PM EST on October 20th, 2017. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: November 09, 2017 @ 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 X 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:_____________________________________________  Date: __________ _____________________
_____________________________________________  By: ____________ _____________________
_____________________________________________  Signature

FEI/FIN No. __________________________________  Name: _________ _____________________
Fax No. ______________________________________  Title: ________ _______________________
Email: _______________________________________  Telephone No.__ ______________________

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 proposals from qualified sources to establish a term contract through competitive negotiations for providing emergency response services for collections stabilization and recovery to George Mason University’s Libraries (Mason or University). Mason is a corporate institution 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 Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration.

VIII. **PERIOD OF PERFORMANCE:** Three (3) years from date of award with two (2) one (1) year renewal options.
IX. **BACKGROUND:** George Mason University has an estimated enrollment of 36,000 students. The Mason Libraries consist of many libraries under one administration. The main library, Fenwick, and Gateway Library in the Johnson Center, as well as the University Records Center in the Facilities Warehouse are located on the original campus in Fairfax City. The Arlington Campus Library is located at 3401 N. Fairfax Dr., Arlington and the Mercer Library at 10900 University Blvd., Manassas. The library physical holdings consist of approximately 1,245,000 volumes, including approximately 156,000 bound journal volumes, and 310,000 government documents. In addition there are 215,000 cartographic materials, 16,000 musical scores, 2,100,000 microforms, 24,000 audio and 32,000 film and video materials. The University collections’ estimated value is in excess of $100 million dollars and include irreplaceable historic, cultural, and research property. The annual budget for materials is over $9,800,000, of which over 75% goes toward electronic resources.

From 2009 to 2011 Fenwick Library experienced two incidents in which water leaked from the air conditioning equipment on the roof through the ceiling to the collection housed on the fifth floor. In the first incident about 450 volumes required freeze dry services from a disaster recovery service company, and in the second incident about 150 volumes needed treatment. During a violent downpour in June 2011 water flooded the basement resulting in a small number of books and manuscripts getting wet, but these were successfully treated in-house. The library has since improved precautionary measures to prevent future incidents involving water. The other libraries have not experienced water emergencies except for a leak in 2007 at the Johnson Center Library caused by an overflowing dishwasher that was positioned on the floor above a curriculum collection. No other large scale collection damaging water intrusions have occurred since.

X. **STATEMENT OF NEEDS:** The contractor shall furnish all labor, materials, and equipment as necessary to provide “as needed” emergency library disaster recovery services, including, but not limited to:

- on-site assessment of damage resulting from one or more natural or man-made catastrophic events;
- stabilization of building environments to minimize damage to collections resulting from mold growth;
- careful handling and secure removal of damaged library materials, papers, and research materials from disaster sites;
- environmentally controlled, round-trip transportation to appropriate storage venues for subsequent freezing, air drying, vacuum freeze drying, or shipping to firms for single-item conservation treatment, as appropriate;
- cleaning or smoke removal;
- building refurbishment;
- relocation of treated collections within their appropriate facilities;
- other related services as may be required to responsibly recover material owned by George Mason University Libraries.

This contract is primarily intended for use on mostly paper-based library or archival materials including, but not limited to; books and papers, manuscripts, administrative or other records and photographs. May also include microforms, films, videos, CDs or floppy discs, but not intended for recovery of electronic files or equipment, such as PCs or servers.

This contract is not intended for other conservation services, such as paper repairs, de-acidification or rebinding, services such as roof repair, plumbing or electrical work, mold abatement of buildings or services deemed to be hazardous in nature, such as asbestos abatement.

In addition to the stabilization, recovery, and cleaning of collection material, the cleaning of storage furniture (e.g. shelving, map cases, gasketed cabinets, etc.) and furniture (e.g. reading room tables, book carts, etc.) is **within** the scope of this contract.

In this contract, the University refers to stabilization as those activities that remove damaged materials from the disaster site and stabilize them for subsequent recovery efforts. Stabilization activities may include removal from emergency area, drying of collections in place, transportation to an off-site stabilization facility, or freezing of wet collection material. Recovery is defined as those activities that enable the material to be returned to its former condition or at a minimum be made fully accessible again on sanitized furniture in appropriate housing.

A. **SERVICE RESPONSE REQUIREMENTS:**

1. As part of the emergency response, describe how the Contractor shall:

   a. Be reachable 24 hours/7 days a week/365 days a year to respond to a call for services.
b. Respond to disaster scene as soon as possible but no later than within 12 hours of being contacted by the Contract Administrator or their designated representative to assess the condition of the collections and work.

c. Be responsible for assigning sufficient personnel to the performance of this contract to ensure timely completion of all requirements.

d. Have scalable capability and resources (e.g., facilities, manpower, management, equipment, supplies, transport, freezers, and logistics) to manage all types of emergencies that may affect the University collections regardless of size.

e. Have the experience, qualifications, and expertise to provide professional and standard methods of handling, stabilizing, packing, transporting, treating and rehousing, labeling and tracking (including the use of bar coding) the full range of library and archival materials in disaster situations.

f. Have the experience, qualifications, and expertise to provide professional and standard methods for mold remediation and other decontamination of collections and storage furniture.

g. Have all staff with the necessary qualifications and skills or shall have a network of vendors in place for additional resources. However, while some parts of the stabilization operations may be sub-contracted (for instance, to provide for increased freezer storage space), the coordination and majority of stabilization operations are expected to be conducted by the Contractor. All subcontractors for treatment or stabilization or housing must be agreed upon by Mason - see also Section XVI – Special Terms and Conditions.

h. Have adequate numbers of trained staff with the skills and experience to assess and sanitize (i.e., clean, disinfect, kill mold, and remove rust and other stains) designated storage furniture including shelving, map cases, and gasketed cabinets.

i. Use climate controlled, secure facilities. The Contractor is responsible for all aspects of security for Mason’s materials in storage.

j. When specified by Mason, pack, ship, and store materials in protective totes and pallets (or other containers subsequently specified by Mason) that are clearly marked according to a numbering and tracking scheme approved by Mason.

k. Manage the total work effort associated with the required services to meet all objectives. Such management includes but is not limited to planning, scheduling, cost projecting and accounting, establishing and maintaining documentation and records, report preparation, and quality control.

l. Implement all necessary work control procedures to ensure timely accomplishment of work, as well as to permit tracking and reporting work in progress.

m. Establish and maintain an internal comprehensive Quality Control program. The QC program will apply to all services rendered.

n. Maintain consistent, professional, and responsive communication throughout the project.

2. As part of the stabilizing collection material, describe how the Contractor shall:

a. Provide professional advice to the Contract Administrator or his/her designated representative on the most practical and efficient options for the stabilization and recovery of the collections and storage systems within 36 hours of being contacted (or within 24 hours after the site visit).

b. Provide expert consultation on site to assess the condition of the collections and work with Mason’s preservation experts to determine the type and amount of stabilization effort required as soon as the affected site is accessible.
c. Provide all trained labor, experienced supervision, approved material and supplies, and agreed upon equipment needed for cleanup in response to emergency calls at any of the Mason libraries.

d. Collaborate with Mason staff to create a stabilization plan documenting stabilization priorities based on a variety of factors including type and extent of damage, type of material, rarity and/or importance of material, and outlining the methods to be used for retrieving, stabilizing, packing, and transporting designated damaged materials. To the extent possible, identify and inventory all affected materials and keep materials organized.

e. Be able to provide a stabilization plan on very short notice, striking a balance between the need for urgently removing affected collection material and doing so in a coordinated and well-thought out manner.

f. Collaborate with Mason preservation and curatorial staff, provide stabilization activities that result in proper packing and transportation of all materials being moved to temporary Contractor facilitated off-site storage location for stabilization or treatment.

g. Remove and stabilize materials in a timely manner to eliminate the risk of further damage to the collections. To the extent possible, the stabilization of materials should begin within 24 hours of the emergency and should be completed per the schedule outlined in the stabilization plan.

h. Provide all labor, material, and equipment for the safe and secure stabilization and transportation including dry cargo transport trucks or freezer trucks as needed and packing supplies, pallets, and materials needed to secure palletized containers.

i. Stabilize the affected collections items for transportation including providing all boxing, bagging, and other supports and containers necessary.

j. Establish an inventory of all affected items removed from the affected space as they are removed from a collection area for stabilization and treatment.

k. Provide consistent tracking of all collection material as they are repacked, transported, stabilized, treated and returned to Mason, ensuring the ability to locate an item at any point in time of stabilization and recovery activities.

l. Provide environmentally controlled transportation to appropriate storage venues for the stabilization and/or subsequent recovery of the affected collections items.

m. Provide secure freezer storage for the damaged materials in the event all available appropriate drying equipment is in use, or if the amount of material exceeds the Contractor’s drying capacity.

3. As part of the recovering collection material, describe how the Contractor shall:

a. Collaborate with the Contract Administrator or his/her designated representative to create a recovery plan before the recovery operations begin. This document should contain a description of the estimated quantity, value category, and type of affected collections items, the comprehensive condition assessment of damaged collections, proposal for the safe and secure recovery of the collections, treatment proposals and documentation, rehousing and labeling plans, proposed recovery schedule, tracking system, proposed return schedule, and a detailed associated cost estimate. The plan must also include details of proposed procedures, equipment/tools, goods/materials to be used and the name(s) of the supervisor and staff that will complete the work along with the estimated cost for labor hours, equipment/tools, and goods/materials. If fewer than 1,000 volumes are affected, the final recovery plan should be submitted within 14 days; if more than 1,000 volumes, within 30 days.
b. Be able to systematically document all stages of the stabilization and recovery activities with a particular focus on treatment activities using both paper-based and/or, upon request, film based and dynamic media.

c. Be equipped to provide specialized cleaning services as required to manage mold remediation, smoke and soot removal, and deodorization.

d. Be equipped to dry, in a controlled and closely monitored manner, varying quantities of material exposed to varying amounts of moisture through the use of drying methods such as desiccant, air-drying or vacuum freeze-drying, to determine when materials have reached normal equilibrium, and to ensure that all items are completely dry without exposure to the risk of over-drying.

e. Allow Mason to request recovery services separately from emergency response and stabilization services if Mason staff is able to perform the response and stabilization internally.

f. Transfer wet, frozen or dry collection materials to a new, dry box if this is approved by Mason. If there is significant damage to the original container, the Contractor must provide Mason with a proposed procedure to transfer materials to new containers maintaining original order. The Contractor may be required to provide folders, boxes and containers approved by Mason or Mason may choose to provide containers. The Contractor must retain all original documentation and accompanying materials and any label or information written directly on the container.

g. If distorted, books may be gently re-shaped while wrapping and packing. If packing in boxes, pack volumes spine down or flat into boxes. Avoid packing very small volumes next to large volumes. If deemed necessary, volumes that have been shrink-wrapped may have shrink-wrap plastic removed to expedite drying. Volumes to be transported that are too large for boxing in standard 1.2 cubic foot containers may be stacked flat on pallets, supported by thick cardboard sheets inserted between layers.

h. Provide documentation including a signed manifest documenting all materials leaving any Mason facility. The Contractor must provide prompt notification upon receipt of shipment and inventory tracking while in the Contractor’s facility.

i. Physically secure collection materials to the truck interior to ensure that the containers and pallets do not shift during transit. All collection materials must be kept within original boxes or enclosures, unless the Preservation Librarian or designee approves transfer to new boxes or enclosures. Materials must be retained in the same order as received and must not be commingled with any other materials at any time.

j. Be equipped to recover a range of materials including but not limited to:
   - Bound volumes (including rare volumes on parchment, pith, vellum)
   - Books and other publications incorporating plastics and modern materials
   - Digital recordings (including CDs, DVDs, Optical Discs)
   - Flat photographic prints, negatives, and direct positives on paper, film, glass, and/or other supports (including metal, leather, ceramics, etc.)
   - Microfilm rolls and fiche
   - Motion picture film
   - Magnetic media (including audio, data and sound recordings)
   - Oversized records (including architectural drawings and plans, cartographic records including maps, and posters)
   - Papers (including manuscripts, musical notations, unbound pages, etc.)
   - Video recordings (including DVDs, digital recordings, and magnetic media)
   - Artifacts (including ceramics, musical instruments, paintings, sculpture, and textile memorabilia, etc)
   - Audio recordings (including CDs, phonograph discs, digital sound, magnetic media, and wax cylinders)
k. Mason collection material may be frozen in transit or at the Contractor’s facility. When materials are to be frozen, the Contractor must provide assurance to the Mason representative that the materials in the interior of the pallet have been frozen within the specified timeframe. Documentation of temperature in the interior is sufficient. The temperature of the freezing facility must be monitored and documented. Cycling of the temperature within the freezing facility is unacceptable.

l. Use freeze-drying equipment using a 24-hour computer-monitored vacuum freeze-drying process to return the moisture content of water-damaged materials/holdings to single digits (5-8% preferred). During vacuum freeze-drying, materials will be frozen to a temperature of at least -25°F. The Contractor must provide data to Mason documenting the conditions to which materials have been exposed, and the duration of these conditions.

m. Outline methods and materials and/or storage systems for sanitization if biological growth and/or residues exist that are potentially harmful to users of collection materials or collection storage systems.

n. Describe methods for dealing with the following types of materials:
   - Oversize materials such as maps and cartographic materials
   - Flat photographic materials (printed on paper, film and/or other supports e.g. metal, glass, etc.)
   - Microfilm rolls
   - Motion picture film
   - Tangible digital media (videotape, audio tape, etc.) and digital recordings (CD, DVD, Optical Disc, etc.)

o. Describe methods for consulting with Mason’s Director of Special Collections Research Center (SCRC) or her designee if possible before recovering the SCRC materials (unique, rare or otherwise valuable collection material). The SCRC Director or designee shall authorize by written approval the Contractor’s procedures for freezing or air-drying of these materials. The SCRC materials must remain at the same level of wetness as found until appropriate procedures have been determined and authorized.

4. As part of return of collection material, describe how the Contractor shall:
   a. Be able to, when treatment is completed, carefully pack dried materials separated by format and library location, in appropriate secure, non-damaging containers and ship/deliver them back to Mason. SCRC materials must be packed separately.
   b. Use bar coding to manage the inventory, tracking, shipping, and shelving process to facilitate tracking and reporting.
   c. Submit a close-out report, summarizing all actions taken by the Contractor as part of a Task Order. This report may summarize the emergency event and all associated activities, based on documentation produced through the previous documents, or may summarize recovery activities conducted under a separate Task Order.

5. Cost Estimate: If the Contract Administrator determines that the estimated cost is not fair and reasonable, Mason has the right to ask the Contractor to re-evaluate the estimate. An eVA Purchase Order will be issued to the Contractor as the authority to proceed with the work, which will incorporate the Contractor’s estimate and the terms and conditions of the contract.

XI. PRICING SCHEDULE: Include hourly rates for all labor categories required to perform services (travel and expenses must be included in the hourly rates); price list for goods/materials normally required to perform services; and Contractor-owned equipment/tool costs required to perform the services. Note: All rental equipment and other goods/materials required to perform services shall be invoiced at cost.

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 four (4) extra hardcopies (paper) including all attachments and proprietary information. A total of five (5) hardcopies of your offer should be submitted – One (1) original copy and four (4) extra copies. **In addition, the Offeror shall submit one (1) complete signed copy of the original proposal including all attachments and proprietary information, on a 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.

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

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

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

3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations are tentatively scheduled for December 11th, 2017. Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the contractor’s staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

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

1. **Procedural information:**
   a. Return signed cover page and all addenda, if any, signed and completed as required.
   b. Return Attachment A - Vendor Data Sheet.

2. **Qualifications: 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.
   e. Describe the nature and extent of your expertise with providing emergency response services for collections stabilization and recovery services to clients similarly-situated to Mason.
   f. Describe any impending changes in your organization that could impact delivery of services.

3. **Methodology/Proposal**
   a. Specific methodology for providing the services/requirements outlined in Section X. Statement of Needs.
      a. Including what, when, and how the services will be performed.
      b. Listing of proposed equipment/goods/materials, etc. including operating parameters required to perform services.
      c. Names, qualifications, and experience of personnel likely to be assigned to Mason projects. Include resume(s) of key staff who would be working on these projects.

4. **Proposed Pricing:**
   a. Provide costs/pricing as outlined/required in Section XI. Pricing Schedule.

5. **References:**

   No fewer than three (3) that demonstrates the Offeror’s qualifications preferably from other comparable higher education institutions your firm is/has provided services with which are similar in size and scope to that which has been described herein.

   a. Provide references on no more than three (3) relevant active contracts (minimum contract period: one year) or completed contracts within the last three (3) years. Relevant contracts are defined as contracts for services of the same size and scope contemplated herein. The university will focus on information that demonstrates quality of performance relative to the size and complexity of the contract. For each reference provide a brief description of the scope of the contract and state why the contract is relevant. Offerors should identify problems, weaknesses and/or deficiencies in the performance of the contracts given as references and their processes, corrective actions or method of problem solving resolution used to correct the weaknesses or deficiencies. For each reference
provide the following information about each contract.

i. Name and address of contracting activity to which service is/was provided
ii. Contract Number
iii. Contract Title
iv. Contract Type
v. Original contract amount and current (or ending) contract amount. (explain reasons for any difference)
vi. Contracting officials’ names, telephone numbers
vii. Contract Level (Prime or Subcontract)
viii. Award Date
ix. Contract completion/projected completion date

b. Provide a list of any active contract(s) terminated within the past five (5) years for other than convenience of the owner. If none, state.

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: **November 09, 2017 @ 2:00PM EST**
Street or Box Number _________________________ RFP Number: **GMU-1460-18**
City, State, Zip Code ___________________________ RFP Title: **Emergency Response Services**

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

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. Qualifications of Offeror.</td>
<td>40</td>
</tr>
<tr>
<td>2. Quality of Proposal including specific plans or methodology to be used to perform services</td>
<td>20</td>
</tr>
<tr>
<td>3. Proposed Pricing</td>
<td>20</td>
</tr>
<tr>
<td>4. References of similar size and scope.</td>
<td>15</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>
</tr>
</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 ePayables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University
Accounts Payable Department
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-1460-18 (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).

1. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor
is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

2. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with 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, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

3. **BACKGROUND CHECKS:** Bidders/Offerors responding to this solicitation shall successfully complete criminal background checks for its employees prior to the start of their work assignment/service. As stated in Administrative Policy Number 2221 – Criminal Background Investigations for University Employees, 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. By submitting a bid or proposal in response to this solicitation you confirm your compliance with this requirement.

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

2. **CANCELLATION OF CONTRACT:** Mason reserves the right to cancel and terminate any resulting 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 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.

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. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _______________

License # ________________ Type ________________

Subcontractor Name: ________________
6. **CONTRACTOR’S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

7. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.

8. **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 contract because of any misunderstanding or lack of information.

9. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

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

   a. If the Commonwealth 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.

   b. If during any subsequent renewal periods, the Commonwealth 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.

11. **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 summary, the award justification memo from the evaluation committee and brief, general comments submitted by evaluation committee members. Formal debriefings are generally not offered.

12. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Mason’s Purchasing office. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Mason’s Purchasing office 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.
13. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth’s satisfaction at the contractor’s expense.

XVII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 9/22/17
- Advertise in Washington Post: 9/26/17
- Vendors submit questions by: 10/12/17 by 4:00 PM EST
- Post Question Responses: 10/20/17 by 5:00 PM EST
- Proposals Due: 11/09/17 @ 2:00 PM EST
- Proposals to Committee: 11/10/17
- Review and Score Proposals: 11/10/17-12/06/17
- Scores to Purchasing: 12/07/17
- Oral presentations (if necessary): Week of 12/11/17
- Negotiations/BAFO: 12/11/17-01/11/18
- Award: TBD
- Contract Start Date: 2/13/18
VENDOR DATA SHEET
TO BE COMPLETED BY OFFEROR

1. QUALIFICATION OF OFFEROR: The Offeror certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

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

   Type of Business: ______________________________. ________ Years ________ Months

3. BUSINESS STATUS:

   A. Type of organization (circle one):

      Individual Partnership Corporation
      Sole Proprietor Government Other (explain)

   B. Category (circle one):

      Manufacturer/Producer Mfg.’s Agent Retailer
      Service Establishment Distributor Wholesaler
      Other (explain)

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

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

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

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

      _____ LARGE BUSINESS

I certify the accuracy of this information.

Signed: __________________________________________ Title: ______________________________

Printed Name: __________________________________ Date: ____________________________
ATTACHMENT B – SAMPLE CONTRACT

GMU-1460-18

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

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

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

II. SCOPE OF CONTRACT: The Contractor shall provide _________________________ for the _________________ as set forth in the Contract Documents.

III. PERIOD OF CONTRACT: As negotiated

IV. PRICE SCHEDULE: As negotiated

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

VI. METHOD OF PAYMENT: As negotiated

VII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ 23-38.88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the “Governing Rules” and the Purchasing Manual for Institutions of Higher Education and their Vendors. Documents may be viewed at: https://vascupp.org

VIII. CONTRACT PARTICIPATION: TBD.

IX. STANDARD TERMS AND CONDITIONS:

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

B. ANTI-DISCRIMINATION: By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the Governing Rules. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Governing Rules, § 36).
In every contract over $10,000 the provisions in 1. and 2. below apply:

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

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

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

D. ASBESTOS: Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

E. 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.

F. 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.

G. 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.

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

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

J. 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.

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

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

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

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

4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the Governing Rules.

L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney’s fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.

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

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

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. CONTRACTOR’S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all
Q. **DEBARMENT STATUS:** As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

R. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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:

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

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

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

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

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; and any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

X. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.

Y. INFORMATION 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 IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

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

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. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising
and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

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

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

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

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

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

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

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:** Northing 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 of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

KK. **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.

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

MM. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth’s satisfaction at the contractor’s expense.
Contractor Name Here
By:

Name:
Title:

________________________________________________________________________
Signature

Date

________________________________________________________________________
Name:
Title:

George Mason University
By:

Name:
Title:

________________________________________________________________________
Signature

Date

________________________________________________________________________
Name:
Title: