



Purchasing Department
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**MASTER AGREEMENT
 GMU-1156-14**

This Contract dated on this 26th day of July, 2017 by Hyatt Regency Fairfax hereinafter called "Hotel" (located at 12777 Fair Lakes Circle, Fairfax, Virginia, 22033) and Commonwealth of Virginia, George Mason University hereinafter called "Mason".

- I. **WITNESSETH** that the Hotel and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF MASTER AGREEMENT:** The Hotel shall provide lodging accommodations, meeting space, banquet services, audio visual and all other standard hotel and conference services as may be required on a "per event" basis. Hotel shall also provide services as stated herein for "transient" guests.
- III. **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>
- IV. **CONTRACT ADMINISTRATION:** Erin Rauch, Assistant Director, Purchasing 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.
- V. **PERIOD OF MASTER AGREEMENT:** July 1, 2017 – June 30, 2018, renewable annually with consent of both parties.
- VI. **PRICING AND AMENITIES:**
 - A. Hotel's corporate negotiated rate for Mason is \$159.00 per night Sunday through Thursday nights and \$99.00 per night Friday and Saturday nights. This individual rate includes full hot breakfast and Wi-Fi internet: limit 2 occupants per room. Additional guests will require a supplement of \$15 per guest, per night, maximum 4 people per room.
 - B. There are no blackout dates associated with Mason individual (non-group) lodging rates. Individual rates are offered as NLRA (not last room available).
 - C. Conference room fees vary from \$150.00 to \$1000.00 and are calculated based on group room nights, food and beverage (catering) requirements, and space requirements. Hotel offers thoughtfully-sourced Catering menus which can be customized to meet certain dietary or budgetary needs.
 - D. Group lodging rates:

<u>Dates</u>	<u>Weekday Group Rates</u>	<u>Weekend Group Rates</u>
Jan/Feb/July/Aug/Nov/Dec	\$109 - \$149	\$89 - \$109
Mar/Apr/May/June/Sept/Oct	\$149 - \$189	\$109 - \$149
 - E. Discounts for conference space, group lodging, AV, and service fees are covered as outlined herein. Catering discounts may be negotiated per event.

F. Our full-service Hyatt Regency Fairfax offers the following amenities:

- 316 suite style guestrooms with separate living/sleeping areas (515 sq. ft.)
- 22 Panoramic Suites with scenic 180 degree views (776 sq. ft.)
- Hyatt Grand Bed™
- iHome alarm clock radio with iPod docking station
- Stylish pull-out sofa in every room
- Generous work areas with wireless internet access and large swivel flat-screen TV
- Coffee maker and mini refrigerator in every room
- Same day dry cleaning service
- Self-Laundry on-site
- Complimentary self-parking
- Pet friendly (select rooms)
- Complimentary Hotel Shuttle service within three (3) miles of Hotel (scheduled and based on availability)
- Hyatt Gold Passport®
- 24-hour self-service Business Center

Dining:

- NoVa Grill
- NoVa Bar with Happy Hour Specials
- NoVa Market with Starbuck's and In-Room Dining Service

Activities:

- 24-hour Hyatt's Stayfit Signature Health Club
- Indoor heated pool with whirlpool spa and seasonal sun deck
- Tree-lined Jogging trails
- Over 50 eateries, shops and spas within walking distance
- Movie Theatres within 2 miles
- George Mason University / Eagle Bank Arena (6.5 miles)
- Washington Dulles International Airport (9 miles)

Meetings & Events:

- Over 14,000 square feet of flexible indoor/outdoor events space
- 4,140 sq. ft., column-free, Commonwealth Ballroom
- Towering Atrium for social gatherings and elegant events with natural lighting
- Outdoor garden terrace and courtyard for BBQs, ceremonies, and receptions for up to 200 guests
- Exceptional banquet/culinary team for meetings, banquets and extraordinary events

G. Hotel does recognize/offer the allowable federal per diem rate, and will offer a rate lower than the federal per diem rate if requested and the requested rate is reasonable and customary for the preferred dates.

H. Hotel has PSAV as their in-house audio-visual company to accommodate Mason's full-service AV needs. There are no additional fees for outside AV equipment, however AV set-up/plug-in and strike-down of AV equipment incurs a service charge. Any additional items and/or support services will be discounted a minimum of 10% from Hotel's standard price.

I. All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from the Hotel may be served on Hotel property.

VII. METHOD OF PAYMENT: Net 30 Payment Terms. Invoices must be submitted via e-mail to: acctapay@gmu.edu.

VIII. EVENT CANCELLATION: Departments may add or subtract to F&B order at no charge provided 72 hours written notice is given. Cancellation fee may only be assessed if Mason cancels the event for the sole purpose of holding this event at another location, and/or Mason fails to give the Hotel 30 days advance notice (72 hours advance notice if event

is for meeting space only), and Hotel is unable to rent the meeting rooms to another person/entity. In any case, cancellation fee shall be limited to rental of meeting room only. Mason, in lieu of cancellation fee, at its sole option may agree to re-book another event at the Hotel that will generate revenue in an amount equal to the lost revenue.

IX. MASON'S MINIMUM GROUP/EVENT REQUIREMENTS:

- A. No cancellation or attrition fees (except as mentioned in section VIII above).
- B. No Audio Visual (AV) charges for equipment that is built into the meeting room. A/V charges will be discounted at a minimum of 10% of the published rate for the hotel.
- C. Rate Protection: As long as Group's event will utilize at least 75% of hotel's available inventory, the Hotel represents and warrants that the Group Rate shall be the lowest rates offered to any guest during the meeting period, with the exception of air crew rates and negotiated corporate discounts.
- D. Gratuity not to exceed 23%.
- E. No early check out fees for early departures.
- F. Complimentary Wi-Fi in guestrooms and public spaces.
- G. No deposits or prepayment for Events. For Master Accounts charge, a Purchase Order will be required. If deposits are required to hold sleeping accommodations, the individual event guests are responsible for paying any such deposit.
- H. The Hotel shall provide the Group with one (1) complimentary room night for every 30 (#) room nights occupied on a cumulative basis by the Group's attendees over the dates established. (calculated by adding the total number of room nights occupied by the Group over the dates established, dividing that number by (#) and rounding up to the nearest whole number). A single or double room night is counted as one (1) room night, one-bedroom parlor suite as two (2) room nights, etc. Complimentary rooms may be assigned by the Group to individuals in any manner over the actual conference dates or applied to the Master Account provided, however, that the Hotel be notified of the Group's intentions prior to arrival.

X. MASON'S MINIMUM TRANSIENT GUEST REQUIREMENTS PER DAY (may also apply to conference packages): Hotel shall provide accommodations for transient hotel guests as needed. A purchase order will be issued for the lodging and tax only. Individual personal charges (food, alcohol, laundry, phone charges, etc.) will be paid by the traveler. Hotel shall provide booking code to ensure travelers receive minimum guest requirements. The following shall apply in all cases.

- A. No cancellation or same day cancellation fees.
- B. Daily Room rate per guest may not exceed lowest rate offered to any State, Local or Federal Government entity (including military) over the previous 365 days.
- C. Overnight transient guest rooms include a complimentary full American hot breakfast.
- D. No early check out fee.
- E. Complimentary Wi-Fi in guestrooms and public spaces.
- F. All guests receive automatic late checkout at no additional fee.
- G. No in room safe fee.
- H. Daily paper provided at no cost (if offered by hotel).

XI. RELOCATION PROVISIONS: If Hotel is unable to provide accommodations to any guest holding a confirmed reservation, Hotel will provide the following to such guest: arrangements for accommodations at a comparable nearby hotel and payment for one night of accommodation; complimentary transportation to and from the Hotel; priority reservation for the first available room at Hotel the following night(s); one long distance phone call so the event guest can provide notice of the change of location; and listing of the guest's name with the Hotel switchboard in order to facilitate the transfer of the event guest's phone calls to the alternate hotel.

XII. STANDARD TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Master Agreement shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Master Agreement shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Master Agreement Hotel 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 Agreement over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this Master Agreement, the Hotel agrees as follows:
 - a. The Hotel 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 Master Agreement. The Hotel agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Hotel, in all solicitations or advertisements for employees placed by or on behalf of the Hotel, will state that such Hotel 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 Hotel 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 this Master Agreement, the Hotel 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 Master Agreement without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Hotel shall retain all books, records, and other documents relative to this Master Agreement 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. CANCELLATION OF MASTER AGREEMENT: The Hotel and Mason reserve the right to cancel and terminate this Master Agreement, in part or in whole, without penalty, upon 60 days written notice to the Hotel. In the event the initial period is for more than 12 months, the resulting Master Agreement may be terminated by either party, without penalty, after the initial 12 months of the Master Agreement period upon 60 days written notice to the other party. Any cancellation notice shall not relieve the Hotel of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- I. 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*.
- J. **COLLECTION AND ATTORNEY'S FEES**: The Hotel 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 Master Agreement or pursuing and collecting past-due amounts under this Master Agreement.
- K. **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.
- L. **CONFIDENTIALITY OF PERSONAL IDENTIFIABLE INFORMATION**: The Hotel shall assure that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this Master Agreement, 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 Hotel shall utilize, access, or store personal identifiable information as part of the performance of this Master Agreement in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Hotel shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- M. **CONFLICT OF INTEREST**: Hotel represents to Mason that its entering into this Master Agreement with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 - 498.1 *et seq*) or any other applicable law or regulation.
- N. **DEBARMENT STATUS**: As of the effective date, the Hotel 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 Master Agreement, nor is the Hotel an agent of any person or entity that is currently so debarred.
- O. **ENTIRE CONTRACT**: This Master Agreement 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 Master Agreement can be modified or amended only by a writing signed by all of the Parties.
- P. **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.
- Q. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into this Master Agreement, Hotel certifies that they do not and will not during the performance of this Master Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- R. **INDEMNIFICATION**: Hotel will indemnify and hold harmless Mason, its officers, agents and employees from any and all costs, damages or loss, claims, liability, expenses (including, without limitation, attorney's fees and expenses) caused by or arising out of the performance and or non-performance of the Master Agreement by the

Hotel or its agents or subcontractors including the provision of any service or product.

- S. **INDEPENDENT CONTRACTOR:** The Hotel is not an employee of Mason, but is engaged as an independent contractor. The Hotel 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 Hotel's performance of this Master Agreement. Nothing in this Master Agreement shall be construed as authority for the Hotel to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- T. **INFORMATION SECURITY:** In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.
- U. **INFORMATION TECHNOLOGY ACCESS ACT:** The Hotel certifies that it is in complete compliance with §2.2-3500 - §2.2-3504 of the Code of Virginia. More information can be viewed at: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+TOC0202000003500000000000>

Compliance with the foregoing non-visual access standards will not be required if Mason's Director of Purchasing, or designee, determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available. Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

- V. **INSURANCE:** The Hotel shall maintain all insurance necessary with respect to the services provided to Mason. The Hotel further certifies that they will maintain the insurance coverage during the entire term of the Master Agreement and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.
1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.
- W. **INTELLECTUAL PROPERTY:** Hotel 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 Master Agreement.

- X. **NON-DISCRIMINATION:** All parties to this Master Agreement agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification), marital status or disability.
- Y. **PUBLICITY:** The Hotel shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- Z. **REMEDIES:** If the Hotel breaches this Master Agreement, in addition to any other rights or remedies, Mason may terminate this Master Agreement without prior notice.
- AA. **RENEWAL OF MASTER AGREEMENT:** This Master Agreement may be renewed annually by Mason upon written agreement of both parties.
- BB. **SEVERABILITY:** Should any portion of this Master Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Master Agreement and the remainder of this Master Agreement shall remain fully valid and enforceable.
- CC. **SOVEREIGN IMMUNITY:** Nothing in this Master Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- DD. **WAIVER:** The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Hyatt Regency Fairfax

By:

Signature

Name:

Title:

Date:

George Mason University

By:

Signature

Name: James F. Russell

Title: Director of Purchasing

Date: