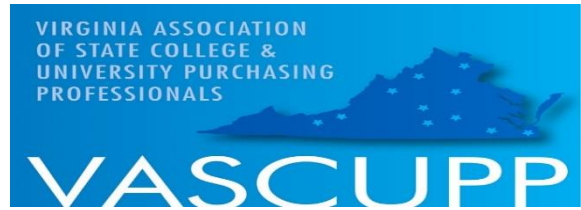




Purchasing Department  
 4400 University Drive, Mailstop 3C5  
 Fairfax, VA 22030  
 Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR PROPOSALS  
 GMU-1828-23**

**ISSUE DATE:** August 12, 2022

**TITLE:** **Mixed-Use Market Feasibility Study & Implementation Strategy**

**PRIMARY PROCUREMENT OFFICER:** James F. Russell, Director, [jrussell@gmu.edu](mailto:jrussell@gmu.edu)  
**SECONDARY PROCUREMENT OFFICER:** Erin Rauch, Assistant Director, [erauch@gmu.edu](mailto:erauch@gmu.edu)

**QUESTIONS/INQUIRIES:** E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on August 25, 2022. **All questions must be submitted in writing in WORD format.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on September 1, 2022. Also see section III. COMMUNICATION, herein.

**PROPOSAL DUE DATE AND TIME:** September 15, 2022 @ 2:00 PM EST. **SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

**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.

**RFP# GMU-1828-22**

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I. **PURPOSE:** George Mason University, Fairfax, Virginia (hereinafter the “University” or “Mason”) seeks a qualified consultant firm or team of firms with appropriate expertise to conduct a mixed-use market feasibility assessment and develop an implementation strategy that will deliver a viable concentration of “mixed-use” for the Fairfax Campus; estimate the market potential, financial returns, and optimal structuring of “mixed-use” or highest and best use assets on the Fairfax Campus in accordance with the University’s strategic pillars.

A. Following are the steps that will be followed in this process:

1. Proposals will be received and scored by an evaluation committee based on the criteria in Section XIII.
2. Top ranking vendors (3) will be asked to give presentations (virtual).
3. After presentations have concluded negotiations will be held with vendors so selected.
4. Evaluation committee will choose the vendor that best meets our requirements and a contract will be executed with that vendor.

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.

As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:

1. An express or implied waiver of sovereign immunity.
2. An agreement to indemnify, defend or hold harmless any entity.
3. An agreement to maintain insurance.
4. An agreement providing for binding arbitration.
5. An agreement providing for the payment of attorneys' fees or liquidated damages.
6. Waiver of jury trial.
7. Choice of law or venue other than the Commonwealth of Virginia.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

V. **VA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://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/>

VI. **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.

VII. **PERIOD OF PERFORMANCE:** Five (5) months after award of contract for the Mixed-Use Market Assessment

Strategy.

A. After award of contract there will be four (4) additional one (1) year renewal options available for possible future use.

**VIII. BACKGROUND:** The following is provided as background information:

As Virginia's largest public research university, George Mason University sets the standard for a bold, progressive education that serves our students and communities.

**Mission:**

A public, comprehensive, research university established by the Commonwealth of Virginia in the National Capital Region, we are an innovative and inclusive academic community committed to creating a more just, free, and prosperous world.

**Values:**

- Our students come first
- Diversity is our strength
- Innovation is our tradition
- We honor freedom of thought and expression
- We are careful stewards
- We act with integrity
- We thrive together

Early this year, the University adopted the Mason Master Plan that was completed on December 2021. This master plan serves as a framework to guide ongoing decisions around the physical environment and capital investment. The master plan identified 5 principles that provide a philosophy to guide Mason's capital investment across all its landholdings.

1. Put strategy first.
2. Be compact
3. Make every dollar and every square foot count.
4. Connect places, people, and communities
5. Embrace environmental stewardship

As the University continues to grow and serve the region, it is becoming more critical to provide the optimal collegiate experience that is vibrant, immersive, and innovative to recruit and retain the best students and faculty. Multiple sites are available to be developed, as noted below, that could capture the ancillary spend and strategic benefits of being co-located with the Academic Core and Athletics and Entertainment Facilities

**Purpose:**

The purpose of this study is to better understand the current conditions for commercially viable mixed-use market spaces that would not require University support at the identified locations of the Fairfax Campus, facilitate discussions among the University and the developer community, and develop a detailed action plan that will result in the desired vision and goals and stated below. The assets to be considered in this study could include market-rate housing, experiential learning space, office, retail, entertainment, and hotel. The University will also look to the consultant to provide expert advice about other uses that may be significant opportunities for revenue generation or achievement of strategic objectives.

**Project Goals & Objectives:**

1. Create an active and vibrant Fairfax campus 7 days per week
2. Provide immersive experiences for all students, faculty, staff, and community members
3. Connect the private sector and the surrounding community with the campus
4. Create a destination appeal by augmenting the County and City's services for the local population, concentrating/clustering mixed-use retail/shopping at defined nodes, and catalyzing activity through sports and entertainment
5. Provide a mix that fulfills the needs of the university community, including those who live and work in Fairfax or are within walking/biking distance (two-mile radius)

6. Attract consistent number of visitors to Mason’s Fairfax Campus for shopping, dining, arts, sports, & entertainment
7. Promote market stability and profitability with established, high-performing tenants
8. Promote an active street life with high pedestrian activity
9. Utilize private capital to develop mixed-use assets that are nonperforming assets of the University

**Sites Included in the Scope:** See attachment D for reference

1. Fairfax West Campus – 190+ acres extending from 123 to the Western property line and Braddock Rd to University Dr; including the replacement and expansion of Athletics facilities as determined by the University
2. Fairfax Braddock Road and Route 123 – 30+ acres at the corner of 123 and Braddock Rd and extending towards the main campus and EagleBank Arena; adjacent to the Angel Cabrera Global Center (INTO George Mason University)
3. Shirley Gate Rd Property – 75+ acres at the corner of Shirley Gate Rd and Braddock Rd extending to the Northeast

## **IX. STATEMENT OF NEEDS:**

### **A. Task I: Existing Conditions Assessment on University’s and the Surrounding Community Strategy**

The first task of the study is to align project objectives with Mason’s strategic objectives. The assessment should compile qualitative and quantitative information through a combination of development data provided by Mason and supplemental market data collected by the consulting team, and qualitative interviews with at least up to 20 University representatives plus Economic Development Representatives from the City & County conducted by the consulting team

The Task I assessment should address the following areas:

1. Confirm the University’s macro-level strategic objectives as defined in the developing Strategic Plan
2. Validate and refine project goals and objectives
3. Review Mason’s Master Plan to ensure project alignment
4. Review existing uses of all parcels in the study and attributes/challenges of each site
5. Create the framework for optimizing programmatic and financial decisions and build consensus amongst University leadership

### **B. Task II: Market Analysis, Best Practices, and Mixed-Use Trends**

This task is intended to uncover information and perform a market analysis that will:

1. Assess the key characteristics of economic health in the City of Fairfax, Fairfax County, nearby DMV, and the Commonwealth that informs the current and future potential for development on the Fairfax campus
2. Estimate near-term (up to 10 years) and long-term (10-25 years) market demand in SF for market-rate housing, experiential learning space, office, retail, entertainment, and hotel based on:
  - a. Existing conditions
  - b. Future enrollment
  - c. Impact on demand from adjacent Athletics and Entertainment Venues activity to be identified by the University
3. Determine the likely lease rates, operating costs, capital expenditures, and development cost per SF in shell-space and fit-out by asset type and the demand factors described above (2b)
4. Establish Project Feasibility including Preliminary Market Study, Demand Analysis, Design, Entitlement & Support Analysis
5. Identify and evaluate preliminary 1) market demand 2) university demand for uses determined desirable by Mason
6. Identify and assess market competition and impact on a new University development

### **C. Task III: Decision-Making Framework and Implementation Planning Strategy**

The third task will identify how Mason can best realize the vision for the corridors. Based on the results of the market assessment, this task will propose and finalize a decision-making framework and a prioritized implementation strategy to achieve Mason's vision and goals.

1. Market sounding:

- a. Identify likely development partners and test/gauge capital availability and interest in working with the University on a large scale
- b. Recommendations may include but are not limited to the areas of building and mixed-use space design, ways to concentrate/cluster and create more defined nodes, ways to promote local retailers
- c. Develop a risk profile of the University that identifies the strategic value of transferring or absorbing risks related to mixed-use developments

2. Financial analysis:

- a. Develop an iterative financial model that estimates the potential annual and long-term financial return to the University or Master Developer or Developer(s) (depending on the structure) by asset type
- b. Identify the optimal programmatic breakdown by asset type and site according to the University's objectives, risk profile, and financial analysis
- c. Develop a long-term pro-forma and enumerate potential ground lease proceeds (Lease rates, operating costs, capital expenditures, and development costs per SF by asset type)

3. Implementation Assessment and Strategy (subject to University approval to proceed with development)

- a. Establish a likely development schedule for each site
- b. Program summary of assets
- c. Provide recommendations and identify critical next steps to assess if planning and potentially implementation should proceed
- d. Confirm Mason's priorities, objectives, and constraints regarding the development of properties
- e. Confirm Mason's preliminary preferred uses and preferences for housing (student, faculty, staff), retail, office, entertainment, and hospitality
- f. Present findings throughout the scope as determined appropriate by the Consultant
- g. Draft a briefing document that summarizes the key findings and provides context to delivered presentations

**X. DELIVERABLES:**

1. Market Feasibility & Implementation Strategy Report:
  - a. Draft report reviewed and commented on by the University and relevant staff
  - b. Final Report
  - c. Briefing Document (PPT)
  - d. It is anticipated that electronic copies and up to <five (5)> hard copies of the final deliverables will be required.
2. Presentations
  - a. Two (2) PPT presentation of findings to Leadership Team (Draft & Final)
  - b. Two (2) PPT presentations of findings to Steering Committee (Draft & Final)
  - c. Briefing Document (PPT)
3. All data collected for this study shall be made readily available to the University in electronic format as part of this Scope of Work.
4. All data collected for this study shall be made readily available to the University in electronic format as part of this Scope of Work.
5. Deliverable deadlines to be on or before the following dates:

Description	Deadline*	Time from Start of Contract
Anticipated contract start date	11/10/2022	
Draft report for Mason review	01/10/2023	
Final Report	04/10/2023	5 months

**XI. COST OF SERVICES: Mason is requesting pricing in two areas:**

- A. Firm, fixed price for the services described herein, and;
- B. Term sheet with hourly rates for possible future use.

**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 copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

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.

**ELECTRONIC PROPOSAL SUBMISSION: Mason will only be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.**

**The following shall apply:**

- a. You must submit your bid/proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified in the Bid/RFP.
- b. The subject line of your email submission should read, "**RFP GMU-1828-23**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # \_ of \_ total"
- c. The offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
- d. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted.
- e. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
- f. The proposal should be limited to no more than 50 pages, excluding appendices and section dividers/tabs. Each email may not be larger than 20MB.

- g. All solicitation schedules are subject to change.
- h. Go to Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

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. 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.

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

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

- 3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations are tentatively scheduled for the week of October 3, 2022. 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 with limitations noted:



**Tab 1: Cover Letter**

1. Respondent shall submit a cover letter on company letterhead summarizing the firm's qualifications and distinguished accomplishments, including:

- a. Descriptions of the firm's philosophy and areas in which the firm excels. Describe what is unique about the firm, its goals, and objectives.
- b. Information regarding the firm's services relevant to this RFP. Include any additional information that may assist the University in its evaluation.
- c. A contact person with his/her title, address, telephone number, and email address.

**Tab 2: Firm Qualifications**

- 1. Complete and submit the required Consultant Profile Form (Attachment C).
- 2. Submit a brief history of the firm, and a summary of the firm's capabilities and experience with respect to the RFP. Include any additional information that may assist the University in its evaluation.
- 3. Submit information that shows how the firm meets the following criteria:
  - a. Expertise and past experience of the consultant in providing services as it relates to this RFP.
  - b. Evidence of ability to provide detailed, independent analysis and review under extremely tight schedules.
  - c. Demonstrated familiarity with Higher Education planning processes.
  - d. Demonstrated skills and knowledge pertaining to this project including:
    - i. Experience working extensively with cities, economic development and redevelopment agencies, public/private partnerships and universities.

**Tab 3: Previous Feasibility Study Experience**

- 1. Provide any material from three current or recent past accounts or studies, that would reflect the company's experience as it relates to this RFP.
- 2. In showing us examples of previous work, respondent must be prepared to:
  - a. Demonstrate experience conducting conditions assessment on university owned land and the surrounding communities or similar.
  - b. Demonstrate experience conducting feasibility studies and compiling research, analysis, best practices and trends for privately funded multi-use development as it relates to this RFP.
  - c. Demonstrate experience developing a decision-making framework to guide phasing or future implementation efforts relating to feasibility study recommendations.
  - d. Demonstrate ability to engage stakeholders in an interactive process that lead to gathering qualitative and quantitative data.
  - e. Demonstrate experience in the preparation of narrative/ graphics for feasibility analysis.
  - f. Demonstrate experience of successful collaboration with various subject matter experts.
  - g. Provide evidence of the ability to perform work, to produce documents with superior quality and to meet the completion schedule.

**Tab 4: Project Team and Staffing**

- 1. Identify the key individuals the firm proposes to participate on this project. Identify the roles and responsibilities of each participant. Identify the location(s) of the office(s) that will be providing the work.
- 2. Demonstrate how it intends to staff and manage tasks and resources required to provide service(s) for the duration of this project.
- 3. Submit resumes for each proposed team member, including sub-consultants. Each resume shall include:

- a. Description of relevant professional experience and proposed role of each team member
- b. Time worked for the company and how would each be involved in the contract.
- c. Project experience relevant to this RFP performed in the last five years
- d. An education summary listing institution attended and degrees received.
- e. A list of credentials, certifications, professional licenses, and registrations held.
- f. Identify the location of the office from which the individual primarily works.
- g. Each resume shall not exceed two pages.**

**Tab 5: Cost Proposal and Term Sheet**

1. Respondent shall provide a firm, fixed price along with hourly rates (term sheet).
2. Rates should be broken down by position for prime and any subcontractors.
3. Provide an outline or anticipated work plan and schedule.

**Tab 6: Appendix**

1. Respondent shall:
  - a. Provide three (3) references or client testimonials from current clients or clients from the recent past for similar for work similar in scope and complexity. References must include: company name, contact person, title, address, telephone number, and email address
  - b. Respondent shall indicate if firm is a small, minority or woman-owned business. Include attachment A if applicable.

**XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:**

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

<b><u>Description of Criteria</u></b>	<b><u>Maximum Point Value</u></b>
Firm Qualifications - Experience and capabilities of the organization	15
Previous Work Experience - Three Comparable Feasibility Studies	20
Project and Team Staffing Experience	30
Pricing (Lump Sum and Hourly Rates for possible future use)	20
Client References, Recommendation Letters, and Client Testimonials for Projects of Similar Size and Scope	5
Offeror is a small, minority or woman-owned business at the time of proposal submission*	10
<b><u>Total Points Available</u></b>	<b><u>100</u></b>

\*Maximum points will be awarded **only** if the offeror is a small, minority or woman-owned business at the time of proposal submission. No points are awarded for SWAM sub-consultants.

- 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. 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](mailto: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 10<sup>th</sup> 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 20<sup>th</sup> 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](mailto: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: <http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

B. SPECIAL TERMS AND CONDITIONS – GMU-1828-22 (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).

1. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, further negotiations may or may not be conducted with the Offeror(s).

2. **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.
3. **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 to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from this contact because of any misunderstanding or lack of information.
4. **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.
5. **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.

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

- |                                 |                          |
|---------------------------------|--------------------------|
| • Issue in eVA:                 | 8/12/ 2022               |
| • Advertise in Washington Post: | 8/15/ 2022               |
| • Vendors submit questions by:  | 8/25/ 2022 @ 4:00 PM EST |
| • Post Question Responses:      | 9/1/2022 @ 5:00 PM EST   |
| • Proposals Due:                | 9/15/ 2022 @ 2:00 PM EST |
| • Proposals to Committee:       | 9/16/ 2022               |
| • Review and Score Proposals:   | 9/16/2022 – 9/20/2022    |
| • Scores to Purchasing:         | 9/29/2022                |
| • Virtual oral presentations:   | Wk of 10/3/2022          |
| • Negotiations:                 | Wk of 10/10/2022         |
| • Award:                        | Wk of 10/10/2022         |
| • Notice to Proceed:            | TBD                      |

**ATTACHMENT A**  
**SMALL BUSINESS SUBCONTRACTING PLAN**  
**TO BE COMPLETED BY OFFEROR**

Offerors must advise any portion of this contract that will be subcontracted. It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to include this document with their proposal in order to be considered responsive.

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

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Who will be doing the work:**  **I plan to use subcontractors**  **I plan to complete all work**

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

**Section A**

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

Certification Number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

**Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement**

**Subcontract #1**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #2**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #3**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #4**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #5**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_



Purchasing Department  
 4400 University Drive, Mailstop 3C5  
 Fairfax, VA 22030  
 Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>

**ATTACHMENT B – SAMPLE CONTRACT  
 GMU-1828-23**

**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 \_\_\_\_\_, 2022 (Effective Date) 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 Engineering and Science Sector Study and the Detailed Project Program (DPP), as described in the Request For Proposals.
- III. **PERIOD OF CONTRACT:** Twelve (12) months from date of award.
- IV. **PRICE SCHEDULE:** Contractor will provide a lump sum price based on the hourly rates negotiated on (date here).
- 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 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, 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. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed Contract;
  - B. Negotiation Responses dated XXXXX (incorporated herein by reference);
  - C. RFP No. GMU-1828-23, in its entirety (incorporated herein by reference);
  - D. Contractor’s proposal dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “Governing Rules” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- 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 Contractor.
- C. ANTITRUST: By entering into this 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 this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, 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 University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any



pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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

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

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

1. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the

claim.

4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. DEBARMENT STATUS: As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- Q. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- R. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- S. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- T. EXPORT CONTROL: N/A
- U. FORCE MAJEURE: Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which

includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

- V. FUTURE GOODS AND SERVICES: Mason reserves the right to have contractor provide additional goods and/or services that may be required by Mason during the term of this contract. Any such goods and/or services will be provided by the contractor under the same pricing, terms and conditions of this contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- W. 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.
- X. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Y. 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.
- Z. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

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

- AA. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.
  - 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
  - 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.

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

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

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

DD. **PAYMENT TO SUBCONTRACTORS:** The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from the Institution attributable to the work performed by the subcontractor under that Contract; or (2) notify the Institution and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

EE. **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.

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

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

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

HH. 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/>.”

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

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

JJ. 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.

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

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

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

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

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

as otherwise directed by Mason.

- b. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
  - c. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
  - d. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
  - e. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
  - f. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
  - g. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.
- OO. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

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

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

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

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

QQ. **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.

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

**Contractor Name**

**George Mason University**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT C  
CONSULTANT PROFILE FORM  
TO BE COMPLETED BY OFFEROR**

**A. Firm Name and Address**

Firm Name: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone \_\_\_\_\_ Facsimile \_\_\_\_\_

Street Address: \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_  
 Street Address City & State Zip Code

**B. Year Company was Established**

Year established: \_\_\_\_\_

**C. Name and Title of Principal-in-Charge, Managing Director, or CEO**

\_\_\_\_\_  
 Name, Title

\_\_\_\_\_  
 Telephone Email

**D. Type of Business Organization**

Corporation:  State of Incorporation: \_\_\_\_\_  
 Partnership:  Joint Venture:   
 Sole Proprietorship:  Other:  \_\_\_\_\_  
 (Please list)

**E. Number of Staff Employed Firm Wide**

		Full Time Employees on Payroll:		
Total Staff:	_____	_____	_____	_____
		2020	2021	2022
Architects:	_____	Planners:	_____	_____
Engineers:	_____	Drafting Technicians:	_____	_____
Landscape Architects:	_____	Administration and Support:	_____	_____
Interior Design:	_____	Other:	_____	_____

**F. Financial Capability**

Provide the firm's Total Revenue for the last three (3) fiscal years.

Year Ending	_____	\$ _____
Year Ending	_____	\$ _____
Year Ending	_____	\$ _____



Complete the following information for the office that will perform the work:  
(IF NOT THE SAME AS ABOVE)

**A. Firm Name and Address**

---

Firm Name: \_\_\_\_\_

\_\_\_\_\_  
Telephone Facsimile

Street Address: \_\_\_\_\_ , \_\_\_\_\_ , \_\_\_\_\_  
Street Address City & State Zip Code

**B. Year Company was Established**

---

Year established: \_\_\_\_\_

**C. Name and Title of Principal-in-Charge, Managing Director, or CEO**

---

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Telephone Email

**D. Number of Staff Employed in the Office Proposed to Perform the Work**

---

Total Staff:	Full Time Employees on Payroll:		
	2020	2021	2022
Architects:	_____	_____	_____
Engineers:	_____	_____	_____
Landscape Architects:	_____	_____	_____
Interior Design:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

ATTACHMENT D

Sites for Mixed-Use Market Feasibility Study & Implementation Strategy RFP

