

Purchasing Department

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http://fiscal.gmu.edu/purchasing/

**REQUEST FOR PROPOSALS**

**GMU-1580-19**

**ISSUE DATE:** April 17, 2019

**TITLE:** Real Estate Advisory and Transaction Negotiation Services

**PRIMARY PROCUREMENT OFFICER:** James Russell, Director, jrussell@gmu.edu

**SECONDARY PROCUREMENT OFFICER:** Cliff Shore, Chief Procurement Officer, cshore@gmu.edu

**QUESTIONS/INQUIRIES: E-mail** all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on May 1, 2019. **All questions must be submitted in writing.** Reponses to questions will be posted on the [Mason Purchasing Website](http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/) by 5:00 PM EST on May 7, 2019. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

**PROPOSAL DUE DATE AND TIME:** May 17, 2019 @ 2:00 PM EST. Hand deliver or mail proposals directly to the address above. Electronic submissions will not be accepted. A public opening will not be held. Late proposals will not be accepted.

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

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

Name and Address of Firm:

Legal Name: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DBA: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

Address:

FEI/FIN No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fax No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SWaM Certified: Yes: No: (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number:

This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules, § 36* or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

**RFP# GMU-1580-19**

**TABLE OF CONTENTS**

**SECTION DESCRIPTION PAGE**

1. PURPOSE 3
2. PURCHASING MANUAL/GOVERNING RULES 3
3. COMMUNICATION 3
4. FINAL CONTRACT 3
5. ADDITIONAL USERS 3
6. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION 3
7. SWaM CERTIFICATION 3
8. PERIOD OF PERFORMANCE 3
9. PROJECT DESCRIPTION 4
10. UNIVERSITY BACKGROUND 4
11. CAMPUS BACKGROUND 5
12. STATEMENT OF NEEDS 5
13. COST OF SERVICE 6
14. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS 6
15. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD 8
16. CONTRACT ADMINISTRATION 8
17. PAYMENT TERMS/METHOD OF PAYMENT 9
18. SOLICITATION TERMS AND CONDITIONS 9
19. RFP SCHEDULE 10

ATTACHMENT A VENDOR DATA SHEET 9

ATTACHMENT B SAMPLE CONTRACT 10

1. **PURPOSE:** George Mason University (“Mason” or “the University”) seeks advisory and transaction negotiation services in connection with the potential redevelopment of a property on the University’s Arlington Campus, 3401 Fairfax Drive. The property, known within the University as the Original Building, was once Kann’s Department store. The University seeks written proposals from interested firms for services described within this request. The University seeks a real estate advisor for pre-development assistance with a project at its Arlington Campus, but may choose to award a long-term contract for other initiatives which may arise.
2. **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>
3. **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.
4. **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. Any exceptions to our standard contract should be noted 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 shall take precedence over all other documents and will govern the terms and conditions of the contract.
5. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

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

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

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

1. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
2. **SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>
3. **PERIOD OF PERFORMANCE:** One (1) year from date of award with four (4) successive one-year renewal options.
4. **PROJECT DESCRIPTION:** As part of the Commonwealth of Virginia’s commitment to attract Amazon HQ2, the University anticipates constructing facilities at the Arlington Campus to house a new School of Computing, a Digital Innovation Hub, along with related and supporting elements. The facility will include world-class academic and research labs, incubator and accelerator programs and collaborative spaces for start-ups and small businesses. The Digital Innovation Hub will support key academic programs in computing and related data analytics offered through the Volgenau School of Engineering, the School of Business, College of Science, the Schar School of Policy and Government as well as the Antonin Scalia Law School. The Commonwealth of Virginia has committed up to $125M to be matched by the University through philanthropy and other fund sources. Mason will seek public and commercial partners with similar goals to advance innovation, community and economic impact, and the preparation of tech talent to co-locate within the facility. The University seeks to open this facility in 2024.

A. The University desires the advisor selected under this procurement to assist with structuring, evaluating and administering its development efforts. While the ultimate acquisition strategy must be finalized, the University anticipates seeking a development partner through the Commonwealth of Virginia’s Public Private Education and Infrastructure Act (PPEA). The University will be seeking development partners who, together with the University, will develop a financially feasible project that will construct a facility that meets the University’s current needs, allows for future growth, and energizes tech-based community and economic development in the region. The University seeks an advisor with Purblic Private Partnership experience and is well connected to the tech community with the ability to facilitate discussions between the University and tech leaders to better understand how its education, training, research and real estate assets can be designed most effectively to fill their needs and potentially create joint programs and initiatives. As part of this analysis, the University wishes to explore the following:

1. Physical solutions that provide for the highest and best use of its real estate assets on the Arlington Campus while achieving its broader strategic goals.
2. Development with a range of Mason contributions of capital and debt, understanding that the University has limited tolerance for balance sheet debt and adverse credit rating impact.
3. Holding structure alternatives
4. Assistance identifying aligned development, educational and technology partners. Assistance with identification of tech and business partners for discussions related to education, training and research to help drive asset design, educational programs and long-term collaborations.
5. **UNIVERSITY BACKGROUND:** George Mason University is the largest and most diverse public research university in Virginia. The university enrolls just under 38,000 students from all 50 states and 130 countries and offers 82 undergraduate and 129 graduate/law degrees in 10 colleges and schools. The university has three major campuses in Northern Virginia – Fairfax, Arlington, and Prince William, as well as an international campus in Songdo, Korea. Mason operates the Smithsonian-Mason School of Conservation in Front Royal, Virginia in partnership with the Smithsonian Institution and recently opened its Potomac Science Center – a state-of-the-art environmental science and engineering facility in Woodbridge, Virginia.

1. Few institutions parallel Mason’s growth in both size and stature. Established as a regional university serving mostly local residents, Mason has emerged as a nationally and internationally recognized university. In less than 50 years, Mason's accomplishments have included Nobel Prizes, a #1 "School to Watch" ranking by US News and World Report, and its recent Research 1 designation distinguishing Mason as the youngest university to join the ranks of institutions with exceptional track records in research and scholarship.
2. Mason holds the distinction of Virginia’s fastest growing university. In fact, enrollment growth in undergraduate programs over the past decade accounts for approximately fifty-eight percent of baccalaureate student enrollment growth in all Virginia public institutions of higher education. Net enrollment growth (by headcount) for all Virginia public institutions from Fall 2009 to Fall 2018 was 9,755; Mason accounted for 5,610 of this growth.
3. Mason has a tradition of identifying talented students underrepresented in most four-year university pipelines and helping them achieve the same outcomes as those students from more traditional backgrounds. Despite almost one-third of new undergraduates qualifying for Federal Pell Grants, the university continues to boast one of the lowest loan default rates in the country. Mason students from diverse backgrounds retain and graduate at similar rates as their majority peers – earning similar high paying jobs upon graduation.
4. Ranked as one of the most innovative schools in the nation, Mason is delivering flagship university outcomes in an urban university setting. The university is recognized as a primary economic engine of the state, attracting learners of all socioeconomic backgrounds from across the nation and around the globe and defining Mason as a destination for accessible world-class learning.
5. Mason has grown rapidly over the last five years, with the majority of student enrollment growth in computing & engineering disciplines. It currently has nearly 5,000 undergraduate students and more than 1,100 master’s students majoring in computing fields - computer science, computer engineering, information technology, information systems and operations management, cybersecurity engineering, and systems engineering – substantially more than Virginia’s other public universities. Student interest in majors like data science and game design add to these numbers. The University’s goal is to triple the number of students in computing fields from 5,000 to 15,000 by 2024.
6. **CAMPUS BACKGROUND:** Mason’s Arlington campus, located in the Virginia submarket approximately 3 blocks from Virginia Square metro station adjacent to the FDIC campus, totals 5 acres and currently primarily houses the Antonin Scalia Law School, the Schar School of Policy and Government, and the School of Conflict Analysis and Resolution. The campus is located 3 miles from the new Amazon HQ in Crystal City. The Volgenau School of Engineering, the College of Visual and Performing Arts, the School of Business also have presence on the campus.
7. The campus contains three buildings Hazel Hall (1999), Founders Hall, to be renamed VanMetre Hall (2010), and the Original Building (1951) which is currently vacant. The George Mason University Foundation owns and operates Vernon Smith Hall (2004) at 3434 Washington Blvd north of VanMetre Hall within the same block. Vernon Smith Hall tenants include University departments as well as private tenants. The University wishes to include analysis of Vernon Smith Hall in its long-term real estate and space planning.
8. The University has a 30-year-old MOU with Arlington County for development of the campus. While the University, as an agency of the Commonwealth, is exempt from county procedures, the University committed to dialogue with the county and use of a process similar to the county’s 4.1 process. The University desires to open further dialogue with the County concerning this MOU.
9. **STATEMENT OF NEEDS:**  The advisory team should bring experience in financing alternatives, funding sources and incentive programs at the state and federal level, and expertise in developing innovation-focused facilities anchored by research university programs, and must be capable (including through use of external teams) of performing the tasks outlined below for a variety of potential projects.
10. Pre-development Advisory – Assist University staff in the identification and evaluation of University properties that present development or redevelopment opportunities. This should consider opportunities that leverage University assets to assist in financing development.
11. Real Estate Advisory – Provide real estate advisory services in connection with developing, modeling, and evaluating project financing plans, identification of highest and best use alternatives, and identification of potential partners.
12. Market Analysis – Conduct market analysis in conjunction with generally accepted methods for market valuation, feasibility, modeling, trending and/or forecasting to assist with assessing development potential of University owned or controlled parcels.
13. Requests for Proposal – assist in all aspects of drafting, evaluating and negotiating Requests for Proposal for development projects including, but not limited to, preparing RFP documents, developing evaluation criteria, assisting with proposal evaluations, proposed development budgets, rates of return, buy-out options and by assisting with developer selection process.
14. Draft Contract Documents – assist the University with drafting of contract documents arising from execution plans. These could include leases, PPEA Interim and Comprehensive Agreements, or any other contract vehicle used to memorialize agreements.
15. Stakeholder Communication – assist the University is identifying affected constituents and project champions, including stakeholders with expertise in advanced industries including tech and community and economic development partners. Participate in communicating with these parties to further project goals.
16. Financial Analysis – Develop and/or review pro forma, and perform financial analyses for selected transactions including advising on the appropriate form and mix of financing.
17. Development negotiations – assist in negotiations for selected transactions with selected offerors.
18. Real Estate appraisal (option) – provide for real estate and real property valuation consistent with generally accepted methods for market valuations.
19. Real Estate Brokerage Services (option) – provide as necessary for potential real estate or real property acquisition or disposition. Offerors must possess appropriate broker licenses and have geographic experience and competence.
20. Retail, Residential, and Leasing Advisory Services (option) – Assist staff to identify and contact retail businesses, office users and others who might be appropriate on University campuses. Assist staff, community groups and real estate property owners on issues related to negotiation or property leases.
21. **COST OF SERVICES:** See Section XIV., B.5 below.
22. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

A. GENERAL REQUIREMENTS:

1. RFP Response. In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit **one (1)** signed original hardcopy (paper) of the entire proposal including all attachments and proprietary information and **five (5)** extra hardcopies (paper) including all attachments and proprietary information. In addition, the Offeror shall submit one (1) complete signed copy of the original proposal including all attachments and proprietary information, on CD, thumb drive or other electronic device. If proposal contains proprietary information, then submit two (2) CD’s, thumb drive or other electronic device; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2e below for further details). The Offeror shall make no other distribution of the proposals.

* 1. At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia’s Freedom of Information Act. Offerors will not be notified of the release of this information.

 2. Proposal Presentation:

* 1. 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.

* 1. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.

c. Each hardcopy of the proposal should be bound in a single volume where practical. The original hard copy proposal must be clearly marked on the outside of the proposal. All documentation submitted with the proposal should be bound in that single volume.

d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

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

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

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

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

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

1. Scope: State your firm’s understanding of the scope of the advisory services to be provided.
2. Experience: Describe your firm’s experience in the Baltimore-Washington area with real estate development and development consulting. Cite experience with technology-intensive and innovation-focused businesses as well as higher education. Provide examples of projects similar to the University’s desired Arlington project. Provide a list of developers with whom you’ve worked on these and other major projects.
3. Approach: Describe how your firm would approach creating an acquisition strategy for the Arlington development project.  Examples of what to address may include (but are not limited to): steps to follow, factors to consider, stakeholders to consider including, financing strategies worth considering, etc.
4. Future Work: The University will evaluate proposals and make an award based on the Arlington development project described elsewhere in this RFP.  The University may over the term of the contract elect to award subsequent project orders for similar work at other University campuses.  Should that occur, the University will issue a project order request for proposal and negotiate a fair and reasonable price for the requested work.
5. References: Provide three or more client references, including contact information and a description of any projects for which this reference can support.
6. Fee: Identification of your fees and fee structure.
7. **Statement: The University will not accept proposals from firms who anticipate pursuing ultimate development of the Arlington campus project and will consider the advisor as the owner’s representative should the project move forward. Please provide a statement acknowledging this fact.**

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

FROM: Name of Offeror \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Due Date/Time:  **May 5, 2019 @ 2:00PM EST**

Street or Box Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RFP Number: **GMU-1580-19**

City, State, Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_RFP Title:  **Real Estate Advisory and Transaction Negotiation Services**

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

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

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

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

 **Description of Criteria Maximum Point Value**

* + 1. Qualifications & Experience. 30
		2. Proposed approach. 25
		3. Proposed Pricing. 25
		4. References of similar size and scope. 15
		5. Vendor is certified as a small, minority, or 5

women-owned business (SWaM) with Virginia

SBSD at the proposal due date & time.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Points Available: 100

1. AWARD: **Following the initial scoring by the evaluation committee,** at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which vendors will advance to the negotiations phase.***  Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D*.).
2. **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.
3. **PAYMENT TERMS / METHOD OF PAYMENT:**

*PLEASE NOTE: THE VENDOR MUST REFERENCE THE PURCHASE ORDER NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT.*

Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.

The 10 day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. A paper check will be mailed on or before the 10th day.

Option #2- To be paid in 20 days. The vendor may opt to be paid through our ePayables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

George Mason University

Accounts Payable Department

4400 University Drive, Mailstop 3C1

Fairfax, Va. 22030

Voice: 703.993.2580 | Fax: 703.993.2589

e-mail: AcctPay@gmu.edu

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

**Please state your payment preference in your proposal response.**

1. **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-1549-19. (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, no further negotiations shall be conducted with the Offeror(s).
1. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
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 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/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
5. **RFP SCHEDULE (Subject to Change):**
* Issue in eVA: 4/17/19
* Advertise in Washington Post: 4/17/19
* Vendors submit questions by: 5/1/19 by 4:00 PM EST
* Post Question Responses: 5/7/19 by 5:00 PM EST
* Proposals Due: 5/17/19 @ 2:00 PM EST
* Proposals to Committee: 5/20/19
* Review and Score Proposals: 5/20/19 – 5/30/19
* Scores to Purchasing: 5/31/19
* Oral presentations (if necessary): 6/5/19 – 6/7/19
* Negotiations/BAFO: Week of 6/10/19
* Award: TBD
* Contract Start Date: TBD

**ATTACHMENT A**

**VENDOR DATA SHEET**

**TO BE COMPLETED BY OFFEROR**

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

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

 Type of Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_Years \_\_\_\_\_\_\_\_\_\_\_\_\_Months

3.BUSINESS STATUS:

1. Type of organization (circle one):

Individual Partnership Corporation

Sole Proprietor Government Other (explain)

1. Category (circle one):

Manufacturer/Producer Mfg.’s Agent Retailer

Service Establishment Distributor Wholesaler

Other (explain)

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

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

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

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

 \_\_\_\_\_ LARGE BUSINESS

I certify the accuracy of this information.

Signed: Title:

Printed Name: Date:



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-1580-19**

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

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

1. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
2. **SCOPE OF CONTRACT:** The Contractor shall provide \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as set forth in the Contract Documents.
3. **PERIOD OF CONTRACT:** As negotiated
4. **PRICE SCHEDULE:** As negotiated
5. **CONTRACT ADMINISTRATION: \_\_\_\_\_\_\_\_\_\_\_** shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
6. **METHOD OF PAYMENT:** As negotiated
7. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
	* 1. This signed form;
		2. RFP No. GMU-1580-19, in its entirety (incorporated herein by reference);
		3. Contractor’s proposal dated XXXXXX (incorporated herein by reference);
		4. Negotiation Responses dated XXXXX (incorporated herein by reference).
8. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](https://law.lis.virginia.gov/vacode/title23.1/chapter10/) et seq.) of Title 23.1 of the Code of Virginia, and in particular § [23.1-1003](https://law.lis.virginia.gov/vacode/title23.1/chapter10/section23.1-1003/) of the Restructuring Act (“Memoranda of Understanding”), and the *“Governing Rules”* and the *Purchasing Manual for Institutions of Higher Education and their Vendors.* Documents may be viewed at: <https://vascupp.org>.
9. **CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

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

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

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

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

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

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

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

1. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
2. 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.
3. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
4. 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.
5. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
6. BACKGROUND CHECKS: Contractor’s employees coming on to 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](http://universitypolicy.gmu.edu/policies/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.
7. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
8. 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.*

1. 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.
2. 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.
3. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract: <http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf>
4. 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.
5. 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.
6. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

1. 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.
2. EXPORT CONTROL: N/A.
3. 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.
4. 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.
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
6. 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.
7. INFORMATION SECURITY: In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.
8. 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.

1. 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.

1. 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.
2. 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.
3. 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.
4. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
5. RENEWAL OF CONTRACT: Initial contract term is one (1) year. This Contract may be renewed by the University as negotiated under the terms and conditions of the original contract for four (4) additional one (1) year periods.
6. 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/>.”
7. SOC/SSAE16: To facilitate compliance with SSAE16, vendor must provide George Mason University with its most recent SOC report and that of all subservice provider(s) relevant to this contract. It is further agreed that the SOC report, which will be free of cost to George Mason University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1.  The SOC report should be directed to Mrs. Peaches Nicholls at pnicholl@gmu.edu or other representative identified by the University.  Vendor also commits to providing George Mason University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by George Mason University in relation to the SOC report.
8. 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.
9. SOVEREIGN IMMUNITY: Northing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
10. 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.
11. 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.
12. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

**Contractor Name Here**

**By:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Name:

Title:

**George Mason University**

**By:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Name:

Tile: