



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-1788-22**

ISSUE DATE: January 7, 2022

TITLE: Operational Management of Parking Services

PRIMARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu
SECONDARY PROCUREMENT OFFICER: Erin Rauch, Asst. Director, erauch@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 2:00 PM Eastern Time (ET) on January 19, 2022. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 2:00 PM ET on January 25, 2022. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: February 8, 2022 @ 2:00 PM ET. 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:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

TABLE OF CONTENTS
GMU-1788-22

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	FINAL CONTRACT	3
V.	ADDITIONAL USERS	3
VI.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	3
VII.	SWaM CERTIFICATION	3
VIII.	SMALL BUSINESS SUBCONTRACTING PLAN	4
IX.	PERIOD OF PERFORMANCE	4
X.	UNIVERSITY INFORMATION AND PROVIDED GOODS/SERVICES	4
XI.	SCOPE OF SERVICES	4
XII.	FINANCIALS	10
XIII.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	10
XIV.	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	13
XV.	CONTRACT ADMINISTRATION	14
XVI.	PAYMENT TERMS/METHOD OF PAYMENT	14
XVII.	SOLICITATION TERMS AND CONDITIONS	14
XVIII.	RFP SCHEDULE	15
ATTACHMENT A	SMALL BUSINESS SUBCONTRACTING PLAN	16
ATTACHMENT B	SAMPLE CONTRACT	18
ATTACHMENT C	CITATION FY20 VS FY22	(separate attachment)
ATTACHMENT D	LOT COUNT FALL 2021	(separate attachment)
ATTACHMENT E	FINANCIAL COMPARISON – PERMIT	(separate attachment)
ATTACHMENT F	FINANCIAL COMPARISON – TRANSIENT	(separate attachment)

- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from a qualified source to establish a term contract through competitive negotiations for operational management of parking services to George Mason University (Mason). Mason is an Institution of Higher Education and an agency of the Commonwealth of Virginia.
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason's standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and Mason's General Terms and Conditions. **DO NOT SIGN THIS SAMPLE CONTRACT. However, 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.

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. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) 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 the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- VII. **SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia

Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>

- VIII. SMALL BUSINESS SUBCONTRACTING PLAN:** In accordance with Executive Order 35 it is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to fill out and submit Attachments A with their proposal.

Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.

- IX. PERIOD OF PERFORMANCE:** Five (5) years from date of award with a five (5) year renewal option..

- X. UNIVERSITY INFORMATION AND PROVIDED GOODS/SERVICES :**

A. General University Information. The following is general information specific to parking services at Mason:

1. University Capital Project Funding. The University, in cooperation with the contractor, will identify projects annually to support physical development at its Fairfax, Arlington, SciTech and Loudoun Campuses. Examples of projects include ongoing renovation/construction of lots in Fairfax and decks on all campuses.
2. Debt Service Payments. The University finances parking lots, the parking deck, and site improvements (including landscaping) through the sale of revenue bonds backed by Parking Services revenues. Thus, Parking Services revenues are used to pay the debt services. This represents the highest priority for parking service revenue.
3. Special Projects. Periodically, Parking Services will undertake special projects to support University initiatives while it expands.
4. Mason Facilities Management. Parking facilities are maintained by Mason's Facilities Management. Although there are no plans to change this arrangement, the contractor should address their ability or preference to assume direct responsibility for these activities (see section [D.5. Optional Responsibilities](#)). Facilities also performs all snow removal, with the exception of the parking deck rooftops (see section [D.4. Snow Removal](#)).

B. University provided goods/services. The following is a list of goods and services that will be provided by Mason to the contractor.

1. Office Space. The University will provide an office/sales space at the Fairfax, SciTech, and Arlington Campuses that are appropriate for the contractor to perform the services described herein.
2. Telephone/ Fax/ Computer/ Office Furniture. The University will provide land-line telephones, desktop computers, and a copier/printer issued through its Print Services contractor (see section [D.1. Equipment Use and Repair](#)).
3. Training. The University will provide (at no charge) the Mason101 class and access to other classes held by the University's Fiscal Services, Human Resources, and other units to all contractors' employees, as determined by the contract administrator.
4. Signage. The University shall coordinate the preparing and installing of signs with the contractor and/or Facilities Management (see section [C.6. Signage](#)).
5. Website. The University hosts a website for [Parking and Transportation](#)
6. Vehicles. The University will provide vehicles, including cars, trucks with snow plow equipment, and golf carts for use by the contractor's employees while conducting parking operations. The contractor reserves the right to utilize its own vehicles as long as they are covered by their budget. All contract employees that drive a university-owned vehicle shall take defensive driver training and golf cart driver training first before using any university-provided vehicles.

- XI. SCOPE OF SERVICES:** Mason is seeking an innovative contractor for the next 5–10 years to deliver technologically-driven parking operations with an emphasis on exceptional customer service and efficiency.

Mason's goal for Parking Services is to provide professionally-managed operations and well-maintained facilities hallmarked by exemplary customer service. It is expected that the successful contractor will employ the latest management expertise, parking technology, and employee training to maximize the chance of obtaining superior operations. Variations from the usual commercial management practices may be necessary to be responsive to the

unique requirements of a campus community made up of students, faculty, staff, contract personnel, guests, and visitors.

A. Management and Personnel: The contractor shall set up a department which will conduct day-to-day operations, provide an information reporting structure to the Contract Administrator, operate within their approved contractual budget, and create a cooperative partnership with the Office of Parking and Transportation and other support functions at the University.

The contractor should maintain a central on-campus organization able to provide administrative and managerial support for all University parking operations, as well as supervisory-level organizations at SciTech and Arlington Campuses. The University may require contractor to reduce or increasing staffing levels based on physical and financial needs.

The contractor will identify and make available as necessary corporate parking management resources. This may include, but is not limited to, intermediate management organizations, technical development and support staff, maintenance experts, and customer service training and support.

A.1. On-Site Parking Manager: Contractor shall designate one or more persons on-site to be responsible for contractor's work under the terms and conditions of this contract. Contractor must provide the name(s) and qualification(s) of this person(s) prior to that person(s) arrival on-site. Note: The University reserves the right to conduct its own interview of the candidate(s) selected and to determine whether or not said candidate(s) will be an acceptable choice.

Offeror must also designate an account executive to oversee the quality assurance and financial accountability of the contract and to whom any unresolved issues will be escalated.

A.2. Resources/Training of Contractor's Personnel: A training program shall be developed and implemented covering all employees. Use of student employees is important to the University's mission, and is therefore encouraged. Hiring, supervising, and payroll functions should be covered by this plan as well. A manual and documents relating to Human Resource functions and training shall be provided to the University.

Note: Contractor's employees will be required to attend MASON101, a course offered by the University targeted at new students, faculty and staff to help in the familiarization process of the inner workings of the University. There will be no cost to the contractor. Contract administrator may direct staff to attend other trainings, including sessions required by the University.

A.3. Criminal Background Check: The contractor shall obtain criminal background checks through the Virginia State Police Central Criminal Records Exchange on ALL employees prior to their reporting to the University for duty (I-9 information is also ongoing). This applies to managers, supervisory, part timers, hourly wage workers, project crews and new hires. The Mason Police Department will assist the contractor in obtaining this information. The University shall have the right to approve or disapprove contract employees from working on University property (at the commencement of and during the contract term). Disapproval solely applies to Mason's contract and has no bearing on the employment of the individual with the contractor's firm outside of the University.

A.4. Professional Development: It is expected that the contractor will have staff pursue professional development, including but not limited to webinars, conferences, tradeshow, and workshops with industry organizations. Such professional development costs should be factored into the annual contract budget. Travel to conferences should be approved by the Contract Administrator.

B. Finance/Fiscal Management: The contractor will align with University standard financial practices, and identify and implement an effective cash management operation with adequate staffing and reporting capabilities.

B.1. Books and Records: The contractor shall maintain in the office space provided on campus all books, ledgers, journals and data records specifying the gross revenues and expenses from all aspects of this contract. Access to these records shall be in accordance with current state procurement regulations. Regular reports on revenues and expenses from parking operations shall be provided to the Operations & Business Services finance staff within Mason as well as the Contract Administrator.

B.2. Billing for Customers (Faculty/Staff/Students/Visitors): Contractor shall be responsible for all billing of permits, garage validations, event-related costs and any other item which Parking Services oversees.

B.3. Financial Accounting to Mason: Revenue funds from permit sales and citation payments made online in T2 Flexport (or other future payment system) and in person are to be deposited directly into the University's Banner system per University Fiscal Services Policies. Any 3rd party revenues received such as from mobile payment vendors or collection services shall also be directly deposited into University accounts.

The contractor shall track all operational expenses as part of its agreed upon operational budget with the University, breaking down expenses by core services (permit sales, enforcement, citation processing, garage operations) and ancillary services (event support of non-revenue generating events, support of construction and Facilities activities, and other services as requested by the Contract Administrator or designee). Requests for ancillary services made to the Contractor outside of core services shall be approved in advance by the Contract Administrator or designee. Monthly invoices to the University for all incurred expenses shall include detailed monthly reports of expenses broken down into the core services and ancillary service categories.

B.4. Management Reports: Following is the minimum list of reports the contractor shall provide to the University. Contractor must submit all reports in their own form (subject to University approval) or in a provided University format. Contractor shall submit these reports to the Contract Administrator, or designee, no later than the 30th day of the month for the prior month's amounts and/or number of activities:

- **Gross Revenue Report:** Consolidated reports shall provide data on all gross revenues from all aspects of this contract including T2 Flex (or other future payment system), mobile payment vendors, and PARCS systems. Reports should include a summary and a detailed breakdown of permit sales, citation revenue, as well as event and visitor parking revenue.
- **Vehicle Citation Report:** Report should include status of all citations issued including, but not limited to, number of citations given each month, number of citations being appealed, number that are past due, number sent to collections, and individual and aggregate value of citations issued and collected.
- **Collections of Accounts Receivable:** Contractor shall be responsible for the collection function of all unpaid tickets, citations, etc. Contractor will receive payments and deposit them in the University account the following day. Dunning letters are generated through the system daily. The contractor shall have the responsibility for generating these letters. The contractor shall maintain daily listings of students placed in arrears. The University uses T2's Collection Services, but the contractor may utilize a collection process with approval of the University. The University will monitor collection activity of citations and any other outstanding debt owed to Parking Services.
- **Permit Sales:** Bi-weekly updates on decal sales type, amounts, etc.
- **Transient/Event Report:** Report to include details on transient parking transaction and revenue by facility, including event parking reports with volume and revenue for Concert Hall event parking at Mason Pond Deck. Report should include event-related expenses.
- **Occupancy and Utilization:** Report on parking lot and garage utilization and occupancy, detailed by permit vs. transient, location, day of week and hour of day.
- **Event Report:** Report for events and ad-hoc services to include labor, signage, barricades and other resources in support of activities.
- **Electric Vehicle Charging Station Utilization Report:** Report of utilization of Chargepoint EV Charging Stations and associated revenue.

B.5. Internal Revenue Control : The contractor shall implement and maintain controls over cash handling and receipting of all operations (subject to audit). These include meter revenue collections of coins, daily collection of payments in the parking decks and daily collection of monies from sales window. Deposits will be made with Fiscal Services according to University's established procedures. Accounts must be reconciled by close of business the following business day for accurate assignment to proper accounts. Contractor will provide Mason access to financial and internal audit reports upon request.

B.6. Adherence to University Fiscal and Information Technology Policies: Contractor shall adhere to all University Fiscal and Information Technology Policies, including submission as requested of Internal Controls, SOC reports, and other requests related to ARMICS.

C. Operations: The contractor will exercise broad control and responsibility for effective operations of the Office of Parking Services and related activities. These operations include management of the operations of the three Fairfax decks and the Arlington Van Metre Hall garage building; operations include manual and automated revenues collections as well as other administrative duties.

The contractor should be prepared to manage any future parking garages and/or lots built by the University during the course of the contract. Mason's newest master plan is nearing completion and can be referenced at: <https://construction.gmu.edu/university-master-plan>

It will be the general responsibility of the contractor to address and fulfill the following needs.

C.1. Hours of Operation and Staffing: Enforcement coverage at the Fairfax Campus is required 24 hours per day, seven days a week except for holidays and other times when the University is closed. Parking Services office hours to be determined by the University but the standard hours are: Fairfax: 8:30am-5pm Monday through Friday, Arlington: 9am-6pm Monday through Thursday and 9am-3pm Friday; SciTech: 8am-4pm Monday through Friday. Hours may be added on weeknights and on weekends at the start of semesters as needed. Enforcement coverage at SciTech is required 7am-11pm seven days per week. At the Arlington Campus, garage staffing is required 7am-11pm seven days per week. All hours are subject to change at the discretion of the University.

C.2. Enforcement Activities: The contractor shall provide the enforcement staff, furnish and maintain the citation-issuing equipment, and administer (with University assistance) the citation appeal procedures. A comprehensive plan including number of persons responsible for all facilities owned or operated by the University shall be provided to ensure adequate enforcement of policies covering these facilities. Contractor must identify the number of staff required to cover all campuses during hours of operation related to enforcement. The University, under normal operating conditions, expects permit lots and garages to be enforced at least two times per eight-hour period, with time-restricted and other permit-restricted areas to be enforced more frequently. The University reserves the right to require minimum staffing levels or enforcement standards as necessary.

The contractor may also be asked by Parking and Transportation to assist with transportation-related enforcement such as abandoned bicycles, improperly parked golf carts and scooters, as well as supporting Transportation programs and outreach.

The University is open to alternative approaches to enforcement beyond enforcement personnel alone and encourage bidders to propose alternative solutions.

C.3. Parking Equipment, Tickets, and Consumables: Contractor shall manage the operations and currency collections of all parking meters, pay-on-foot machines, gates, cameras, and other parking-related equipment. Contractor shall supply the materials and supplies needed to operate the facility, including issuing sequentially numbered parking tickets through a time-dated ticket machine for short term vehicles, register tape, uniforms, receipts, signs (as needed and approved by the University). Contractor must have a backup plan when/if system fails to operate. Contractors are expected to articulate how they would apply operational efficiencies and/or technologies to streamline and improve enforcement, reduce costs, and improve return on investment (ROI) for Mason.

C.4. Parking Permit Design and Sales: The contractor shall administer the design, procurement, sale and distribution of the parking lot hangtags and/or permits (currently handled via T2 Flex) as well as the distribution and sale of temporary permits. The contractor will coordinate these processes with other offices, however the University will retain the right of approval for the final permit design. Permits must be available for sale prior to the end of the preceding semester each year.

Note that by Summer 2023, Mason's Parking Services plans to be permit-less – with minor exceptions – and to use mobile and fixed license plate recognition (LPR) for permit sales and enforcement. The Offeror should take this transition into consideration in their technical approach.

C.5. Special Events Parking: The contractor will administer the special events use of parking lots and decks. Arrangements will be made with the EagleBank Arena, Center for the Arts, Events Management, University Police, and the contract administrator to ensure no conflicts arise between events and with University interests. Regularly, EagleBank Arena, Center for the Arts, and Hylton Performing Arts Center (SciTech Campus) each host over one hundred events each year. Events Management and regional campus management schedules thousands of events annually across all campuses, with many requiring parking attendants and signage besides the use of visitor parking or renting permit lots based on availability.

Personnel working events for the EagleBank Arena will be hired, trained, and supervised by the EagleBank Arena staff; however, the University may direct the contractor to support Arena staff, especially for large events including graduations. University Police personnel will primarily perform any traffic direction. Parking staff from this operation may be used to operate the parking decks, and to monitor University facilities.

Contractor must establish good relations with the offices of the University Police, Events Management, EagleBank Arena, Center for the Arts, and other departments as may be necessary, to ensure effective and efficient parking operations. Representatives from the contractor's staff are expected to attend event coordination meetings.

The contract administrator may direct the contractor to perform parking-related duties for any campus events as well as related to the needs of on-campus construction.

Contractor shall track expenses related to Arena and other various events held at Mason where Parking Services is not charging fees.

C.6. Signage: The contractor shall be able to make event-related signage (primarily a-frames and windmasters) to support events and construction needs, as well as the needs of the Office of Parking and Transportation. Contractor shall be able to make or have access to a sign shop for more permanent signage needs as directed by the University.

C.7. Uniforms: Contractor's personnel shall be uniformed with a Mason parking uniform that is considered standard in the industry and appropriate to all weather conditions. Uniforms shall clearly identify the individual as an employee. ID badges are required. The University reserves the right to accept/reject contractor's selection of uniform/ID. Uniforms must emphasize that employees are part of Mason parking operations. For those working outside, shirts and jackets should have reflective markings and be highly visible with identification as a Mason Parking employee.

C.8. Motorist Assistance Program: Contractor shall provide responsive services to aid students, staff, and visitor, such as providing jump starts (at a minimum). Contractors can propose other services and amenities.

C.9. Parking Records: Contractor will be required to research, maintain, and update all accounts in the T2 Flex software. This activity includes utilizing Department of Motor Vehicles access and information on vehicle registration, updating student information in Banner for financial suspensions, adding and dropping students, and updating tax vendor debt records.

D. Maintenance: Contractor shall manage the maintenance of parking-related equipment as well as housekeeping functions.

D.1. Equipment Use and Repair: Contractor shall be responsible for maintaining and repairing all existing equipment provided to them by Mason, and equipment that may be purchased in the future, including but not limited to all telephones, desktop computers, copier/printer, multi-space meters/pay stations, registers, gates, gate-arms, radios, optical character readers, deck access equipment, deck sweeper, departmental vehicles, deck and campus signage and other equipment in the parking deck and elsewhere. All equipment assigned or purchased by Mason will remain property of the University. The contractor shall be responsible for issuing cell phones, laptops and other portable equipment.

D.2. Facility Maintenance: The contractor shall be responsible for the housekeeping functions for a variety of parking areas. Contractor shall supply all labor, tools and supplies. Special and extra cleaning procedures shall be required related to COVID-19. The contractor will provide and maintain riding sweeper and power washing equipment.

The specific garages/parking deck cleaning minimum standards include:

Daily: Wash windows, sweep and clean (mop if necessary) floors, walls and equipment, empty trash in cashier booths and Manager's office. Please note that per Executive Order 77, contractors should not use small trash bin liners (under 23 gallons). Remove all litter /debris, bottles, cans, etc. throughout the decks, stairways, elevator cabs, and areas surrounding the Cashier booths and Manager's office and driveway to all three parking decks. Clean all parking control equipment. Report on a daily basis to Facilities Management, lights that are out and other items needing repair.

Weekly: Sweep-up dust, soot, etc. from the floor, curbs, corners, ramps, and around all columns. Empty trash cans and replace plastic trash liners. Sweep all staircases. Clean and mop all elevators and stairways on all levels. Clean all signs and mirrors.

Monthly: Execute monthly pressure wash of all stairways on all levels. Pressure wash office area and entrance area.

Quarterly: Machine sweep the parking decks floors.

Annually: In spring prior to Mason graduations, pressure wash deck floors, walls, columns and ramps on all levels to remove oil and grease build up.

D.3. Trash Removal on Surface Lots: The University shall be responsible for cleaning surface lots. However, the contractor shall be responsible for picking up trash and debris on surface lots and reporting to Mason's Facilities Management of trash cans that need to be cleared.

D.4. Snow Removal: Contractor shall be responsible for snow removal on roofs of parking garages. The University's Facilities Management shall be responsible for all snow removal operations on surface lots. Contractor shall coordinate all necessary actions with the Mason Facilities at the direction of the contract administrator.

D.5. Optional Responsibilities: Parking facilities are maintained by Mason's Facilities Management. Although there are no plans to change this arrangement, the contractor should address their ability or preference to assume direct responsibility for these activities. These activities include maintaining the lights in the parking lots, sidewalk repair and installation, and minor repairs of facilities such as potholes.

E. Customer Service and Outreach Program: Outreach by members of the contractor's management team is very important and should occur regularly with students, faculty and staff to both inform and educate the community on policies, procedures, and program changes.

E.1. Communication and Customer Service Plan and Staff: The Offeror should outline its proposed communications and customer service plans and staffing.

E.2. Social Media: Mason Parking and Transportation currently administers its social media accounts but the contractor will be tasked with assisting with management.

E.3. Website: Contractor shall provide regular and up-to-date content for the Parking Services website (<https://transportation.gmu.edu/>) in coordination with the Office of Parking and Transportation. The contractor may propose having contractor-hosted webpages and content for marketing, information dissemination, and customer service included in transportation.gmu.edu

F. External and Internal Building Physical Security: The contractor shall maintain and institute necessary controls to safeguard all assets of the operations. These shall not only include the equipment, but all inventories such as permits and daily passes. Access shall be restricted to all areas where these inventories, cash, and cash handling activities occur. Such access to all areas will be maintained by list of personnel who are authorized. External security shall be performed concurrently with patrols of parking lots, decks and garages. This activity shall cover the scope of reporting on facilities conditions, such as missing signage, inoperable lights, defective security devices, all of which may require involvement with the University's Facilities Management. Also included in this scope of work would be activities or conditions which may require intervention of the University Police, such as vandalized vehicles. It is expected that these checks will be made daily at the deck/garage structures and reports filed accordingly.

G. New Parking Operations Activities: Responsibility for planning and modifying campus parking activities will remain with the University, however the Contractor will be responsible for managing the arrangements and assisting in the planning process on an as needed basis.

H. Parking Innovations, Enhancements, and Technology Applications: The contractor is expected to provide thought leadership related to these operations. It is expected that the contractor will bring forth real-time and periodic opportunities to improve operations, increase efficiencies and effectiveness, apply technology, and realize better ROI on these operations. This may include, but not be limited to, reapplication/consolidation of parking pass structures, implementation of technology for more targeted enforcement, changes in service fee structures, and so forth. The responding contractors should articulate how these value-add services will be provided, citing examples of representative leading thinking that they have recently applied.

I. Consulting Services: As conditions change and future requirements arise the contractor, from time to time, may be asked to be a consultant to the University. This may require parking stall layout and design; revenue and access control equipment; parking-related software systems; site evaluation; construction of surface parking lots; parking-related signage and graphics; and concrete repair maintenance. The University expects this of any contractor and does not expect to pay for this service.

XII. FINANCIALS: See XIII., Section C., below.

XIII. 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 be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids. Mailed proposals/bids will not be accepted.

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-1788-22**" 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. 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.

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 attachment of the proposal 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 Offeror'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. EXPECTED VENDOR REQUIREMENTS: Vendors must meet the following requirements:

1. Demonstrated experience in the management of multiple surface and parking deck facilities across multiple locations.
2. Demonstrated experience in the issuance of parking permits and parking citations, booting and towing management.
3. Demonstrated experience in managing an operation with both field operations (lots, decks, citations) and office operations (accounting, cash management, collections, cashier, accounts payable & receivable etc.) Experience should include handling special events and traffic control.
4. Experience in the operations of the technology systems used to operate the decks and other parking systems. Expected to be proficient in the use of T2 Flex, the main operating systems as well as other parking technology such as ParkMobile and Genetec. T2 Flex is used for all permit and citation management.
5. Experience in originating and implementing leading practices, new technologies, and process improvements to provide operating efficiencies and cost reductions.
6. The contractor or contractor(s) must have a minimum of 5 years of parking management experience. University/higher education parking management preferred.

- C. **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. A signed copy of page 1 of this RFP, as well as a completed copy of Section VII.
 2. A narrative describing the Offeror's technical approach (limited to 40 pages) to fulfilling the objectives and requirements outlined above in the Scope of Services, as well as Offeror's relevant expertise and experience. Within the narrative, please also address the following additional components and questions:
 - a. Offerors should present a project plan which includes the steps and time frames through which their overall approach would be implemented at Mason.
 - b. Offerors should address their envisioned relationship with existing support contractors and how existing University employees might be continued. Offerors should discuss regular management reports that the Offeror proposes to provide to the University in the conduct of this contract.
 - c. What is the Offeror's customer-service philosophy and how will this philosophy be implemented and maintained at the University? How will the level of customer satisfaction be monitored? How does the Offeror propose to maximize and instill customer confidence in the value of parking?
 - d. Provide information regarding how the Offeror proposes to provide maintenance. How will the overall material condition of Mason facilities be improved over time? What improvements in amenities, and security/safety programs does the Offeror envision?
 - e. Provide a high-level strategy for marketing and permit sales, including communication strategies and overview of personnel responsibilities.
 - f. Provide a high-level strategy for the transition to virtual permits using LPR enforcement, using both mobile and fixed cameras. Please note that all plans will require approval of Contract Administrator as well as internal University coordination.
 - g. Provide a technology approach for other parking operations, such as real-time space availability, reservation-based and pre-paid visitor and event parking, and flexible parking options. The cost/benefit analysis and prioritization of such plans should be included.
 - h. Mason intends to pursue becoming an [Accredited Parking Organization \(APO\) through the International Parking and Mobility Institute \(IPMI\)](#). How will the Offeror support this initiative and what can it provide in support of this accreditation application?
 3. Transition plans that address the actions that will be necessary to successfully begin and conclude the contract.
 - a. Contract commencement transition plan: Provide a transition plan with milestones 60 days and 30 days prior to the official commencement of the contract. The plans should detail the series of steps to be taken and the time needed for each step to assume control of Mason's parking operations from the current contractor. The plan should include expectations of compensation for the pre-contract period.
 - b. Contract conclusion transition plan: The Offeror should also include a transition plan for implementation at the contract's conclusion, which will allow for a transition to a new contract and/or contractor.
 4. A Pro Forma budget for fiscal year 2023 (July 1, 2022 – June 30, 2023):
 - a. The University envisions compensating the contractor with a fixed amount to include management fee plus agreed expenses basis. As part of the proposal, contractors should analyze the current management, operations, and fiscal data provided and prepare a Pro Forma budget for fiscal year 2023 (July 1, 2022-June 30, 2023).
 - b. The budget should include management fees, revenue projections and expected expenses. For FY 2023, please prepare a budget for normal operating levels as well as if in-person volumes for classes and work schedules are at 2/3 of normal. The contractor should prepare a five- and ten-year operational budget to cover the course of this contract.
 - c. The contractor may be asked to reduce staffing levels in response to COVID-19 impacts and reductions in enrollment, in-person classes, or university staff levels and event offerings. The contractor may also be asked to reduce staffing levels due to increased reliance on technology in future years of the contract. Please prepare your Pro Forma budget accordingly.
 - d. Expenses related to events, facilities, construction, and special requests should be tracked and invoiced separately on a monthly basis from the core responsibilities of the contract as outlined in the RFP.
 - e. The University is willing to consider compensations plans that differ from what is described above but these plans should be in addition to rather than a substitute for the required format.

- f. Optional: Provide operating cost for the Vernon Smith garage located at 3434 Washington Blvd, Arlington VA, which is owned by the GMU Foundation. Currently, Mason leases spaces and enforces the leased area. The University would like the contractor to propose operating costs for the entire garage with the intent of having it managed as part of the entire University parking system.
5. A Past Performance table, formatted according to the Offeror's preference, which includes the following:
 - a. A minimum of three (3) professional references. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.
 - b. Details of past/current experience in parking management for organizations with similar parking facilities to those at Mason. Indicate the scope of management and operations services provided.
 - c. Evidence that the Offeror meets the requirements outlined above in the Expected Vendor Requirements section.
6. Resumes of key personnel who would be assigned to positions of responsibility to manage and operate this contract.
7. There may be instances where the quantities cannot be predetermined, or circumstances may warrant a deviation from the established norms. Such work of an indefinite quantity may consist of facility maintenance issues such as signage, and campus access issues for walkways. These items cannot be defined in sufficient detail to be included in the scope of work. The Offeror should put forth a schedule for payment for this work for both labor and materials. University personnel may perform many of these projects as well and estimates will be available for cost analysis. Any compensation agreement agreed to upon renewal or renegotiation of this contract shall comply with the requirements set forth in Revenue Procedure 93-19, as amended, or with any subsequent guidance published by the Treasury Department, so that the use of the facilities being deemed private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986 and as amended by Revenue procedures 93-19 in 1992. All such work and charge shall be approved by the Contract Administrator.
8. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten years has your firm's name changed? If so please provide the reason.

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

<u>Description of Criteria:</u>	<u>Maximum Point Value:</u>
1. Management and operational plan.	30
2. Finance plan and operational budget.	30
3. Qualifications and demonstrated experience of the contractor and key personnel assigned to Mason.	20
4. Quality of references of similar size and scope	10
5. Vendor is certified in Virginia as a small, minority or women-owned business at the time of proposal submission.	10
Total Points Available	100

- B. **AWARD:** Following the initial scoring by the evaluation committee, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral***

presentations are conducted Mason will then determine, in its sole discretion, which vendors will advance to the negotiations phase. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

- XV. **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.

XVI. **PAYMENT TERMS / METHOD OF PAYMENT:**

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

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

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

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

George Mason University
Accounts Payable Department
4400 University Drive, Mailstop 3C1
Fairfax, VA 22030
Voice: 703.993.2580 | Fax: 703.993.2589
e-mail: AcctPay@gmu.edu

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

Please state your payment preference in your proposal response.

XVII. **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 (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).

2. 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.
3. 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.
4. OBLIGATION OF OFFEROR: It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the Offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from this contract because of any misunderstanding or lack of information.
5. 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.

XVIII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 1/7/22
- Vendors submit questions by: 1/19/22 by 2:00 PM ET
- Post Question Responses: 1/25/22 by 2:00 PM ET
- Proposals Due: 2/8/22 @ 2:00 PM ET
- Proposals to Committee: 2/9/22
- Review and Score Proposals: 2/9/22 – 2/16/22
- Scores to Purchasing: 2/16/22
- Presentations (if req'd): Wk of 2/21/22
- Negotiations/Award: Wk of 2/21/22
- Contract Start: 7/1/22

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 (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-1788-22**

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 _____, 2021 (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 operational parking management services to George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** Ten (10) years from date of award.
- IV. **PRICE SCHEDULE:**
- V. **CONTRACT ADMINISTRATION:** Josh Cantor, Director, Parking and Transportation, 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 form;
 - B. Data Security Addendum (attached);
 - C. Negotiation Responses dated XXXXX (incorporated herein by reference);
 - D. RFP No. GMU-1788-22, in its entirety (incorporated herein by reference);
 - E. 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 in particular § [23.1-1003](#) 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>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to

participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five

(5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, 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 Mason 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 the 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 Contract, 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 this Contract, 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 Mason, 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. Contractor agrees to use commercially reasonable

measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information please visit <http://ati.gmu.edu>, 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.
1. 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.
 2. 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. **PUBLICITY:** The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

- EE. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- FF. RENEWAL OF CONTRACT: No renewals are available.
- GG. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- HH. 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.
- II. 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.
- JJ. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- KK. 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.
- LL. 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:
1. 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.
 2. 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.
 3. 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.

4. 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.
5. 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.
6. 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.
7. 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.

MM. 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.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.

3. 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.

NN. 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.

OO. 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.

PP. 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: _____

