



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-1779-22**

ISSUE DATE: December 15, 2021
TITLE: Sponsorship Sales and Multi-Media Rights
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 12, 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 19, 2022. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: , January 26, 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-1779-22

<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.	SCOPE AND SPECIFICATIONS	4
XI.	PRICING	9
XII.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	11
XIII.	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	13
XIV.	CONTRACT ADMINISTRATION	14
XV.	PAYMENT TERMS/METHOD OF PAYMENT	14
XVI.	SOLICITATION TERMS AND CONDITIONS	14
XVII.	RFP SCHEDULE	15
ATTACHMENT A	SMALL BUSINESS SUBCONTRACTING PLAN	16
ATTACHMENT B	SAMPLE CONTRACT	18

- 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 sponsorship sales and multi-media rights to the Intercollegiate Athletic Department of 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: Ten (10) years from date of award.

X. SCOPE AND SPECIFICATIONS: George Mason University invites interested offerors, preferably with Division I athletic programs experience, to submit proposals for the Intercollegiate Athletic Marketing, Media Property, Agent Services, and Sponsorship Rights Agreement.

George Mason University's intent is to enter into a contract with a qualified Contractor who can provide the best value to University Athletics by delivering a comprehensive and quality sales and management program involving national, regional, and local marketing of its athletic properties as an integral part of a comprehensive and coordinated revenue and exposure solution to maximize the commercial value of the University's intercollegiate athletic activities and related properties, in accordance with the mission, goals, and objectives of the University.

The Athletic Marketing, Media Property, Agent Services, and Sponsorship Rights Agreement will include the following items as listed in Exhibit A. The attached inventory is the rights currently provided and not a full and detailed listing. A final list will be agreed upon in final agreement.

For the purpose of comparability, offerors shall submit their compensation for marketing properties and other sponsorships. For the offeror's convenience, a compensation sheet is provided in the Pricing Schedule.

The following categories will be excluded from consideration of this RFP:

- Any shipping partnership
- Any telecommunications/wireless solutions
- Any and all apparel partnerships
- Any beverage partnerships

A. Contractor Obligations & Responsibilities

1. The Contractor will develop relationships with new clients and cultivate those relationships to create mutually beneficial marketing programs that will enhance the profile of University Athletics and bring benefits to the respective clients. The Contractor will foster existing relationships with Athletic sponsors, enhancing those long-standing relationships. In every aspect of its work, the Contractor will practice the highest levels of ethics, integrity, and customer service, to represent the best interests of the University, and to reflect the overall excellence of the University. Furthermore, the Contractor shall provide services that are in strict compliance with NCAA, Atlantic-10 Conference, Mid-American Conference, EVIA, University rules and regulations and any applicable state and federal rules and regulations.
2. The University's Athletic Designee ("Contract Administrator") in Athletics will act as a liaison to the Contractor for day to day questions, inquiries, etc. The University's Athletic Designee will assist in developing a strong partnership; however, the Contractor shall be responsible for selling servicing, and fulfilling corporate marketing agreements.
3. The University has the exclusive right to publicly release or announce any information pertaining to the status or details of any negotiations and contracts between the Contractor and the University or any third party, including, but not limited to, such matters as scheduling of broadcast game times, prospective or selected stations to air basketball games or related pre-game and post-game shows and announcers. The Contractor shall maintain the confidentiality of all such information and not directly or indirectly cause the release or disclosure of such information.

4. Contractor will have the right to sell advertising for all properties and inventory defined in the final Agreement, with the pre-approval of the University's Designee. Certain advertising categories such as tobacco products, gambling services, hard liquor, sexually related merchandise, sexual pharmaceuticals, political campaigns, etc. are prohibited and will be excluded from any final contract. Any arrangement involving hard alcohol shall be discussed with the University's Athletic Designee prior to solicitation. The University does not permit any advertising that implies the University's endorsement of a product or services by any coach, employee, or student-athlete of the University, without express written consent by the University.
5. Contractor shall assume the following costs which include, but are not limited to
 - (a) Personnel
 - (b) Radio, TV, Streaming Talent and Development
 - (c) Radio, TV, Streaming Production
 - (d) Travel, Meals, and Entertainment
 - (e) Day to Day Operations (e.g, sponsor activation costs, affiliate payments, etc.)
 - (f) Administrative (e.g, telephone, mobile, etc.)
 - (g) Insurance
6. The University's Athletic Designee will allow the Contractor the reasonable use of University and Athletic logos, type(s), name and artwork in connection with Contractor's rights and obligations, but the University shall have the right of approval to every such use prior to the actual use. Contractor must follow all applicable University branding, style, and licensing guidelines in accordance with standards found at <https://ocm.gmu.edu/Mason-brand>. Any merchandise for sale or for promotional use must be purchased from a University licensed vendor and follow all licensing guidelines, including payment of royalties.
7. Contractor agrees that if at any time during contract the NCAA, or Conference in which the University has membership, or any other regulatory agency adds, deletes, or modifies its regulations pertaining to advertising content on any of the University Department of Athletics properties, the contract shall be amended to remain in compliance with the applicable regulations. In the event said change(s) reduces the Contractor's net revenues, the Contractor's rights fee established herein shall be reduced accordingly by a fair and reasonable amount as mutually agreed upon by Contractor and the University.
8. Should Mason change conference affiliation or level of sports sponsorship at any time during the period of performance of the contract, the University shall have the option to renegotiate terms of the contract.
9. Contractor and University Athletics shall mutually select talent for any radio and/or television broadcasts.
10. Contractor agrees, except as otherwise provided, the services produced, and all information produced for the University shall become the sole property of the University and any reproduction, resale or reuse of these items without express written consent of the University shall be prohibited. The University shall retain all rights including, but not limited to, all intellectual property rights in all University Athletic events. The University shall retain ownership of all copyrights for all video and audio. If requested by the University, the Contractor shall provide an audio tape/cd/media file of each game broadcast and a videotape of each coach's television show to the University at no charge. The rights to the shows themselves shall become the sole property of the University following initial broadcast or other distribution. The Contractor is permitted to copyright programming and assign such rights to the University.
11. With regards to promotions, sponsorships, commercial endorsements, or other marketing activities, which will involve the use of the University's name, branding, or registered trademarks, service marks, logos and symbols, the Contractor agrees to submit the promotional or sponsorship proposal to the University's Athletic Designee for review and approval. If the proposal is approved, then the third-party sponsorship or promoter shall be required to adhere to the University's standard licensing guidelines.
12. Contractor will be provided a mutually agreed amount of season tickets and parking passes to all ticketed sports for its contract fulfillment and hospitality purposes. The University will make its best efforts to accommodate Contractor requests in the proposal and asks this item to be addressed in the implementation plan. Any tickets above the agreed upon amount will be at the sole cost of the Contractor to include donation requirements.

In addition to the agreed upon allotment of tickets, contractor agrees that all ticket, seat related donations and parking costs incurred by Contractor for corporate sponsorship agreements will be based upon specific ticket and parking requirements detailed in each respective contract. There will be no donation requirement for the allotment of tickets provided, however any additional tickets purchased will require the full donation.

Contractor will coordinate with the University's Athletics Designee regarding the availability of tickets prior to the Contractor offering tickets as part of sponsorship proposal if they are above the allotment provided.

13. University's Athletics Designee shall have the right to review and approve all third-party promotion/sponsorship contracts proposed by the Contractor prior to their signing. Any modifications from the Contractor's standard contract, any multi-year contracts, or any contract that extends beyond the term of this contract must be approved in writing by the University's Athletics Designee, prior to execution by the Contractor. The Contractor agrees that any and all third-party contracts shall be limited to the scope of activities expressed in the RFP and successful proposal. All third-party promotion/sponsorship contracts must contain a clause, which provides that the contract shall automatically be assigned to the University at the cancellation, expiration, or termination of the contract between the Contractor and the University. The University requires a copy of each Contractor third-party promotion/sponsorship contract within fifteen (15) days of its execution by Contractor.
14. Contractor agrees that during the term of the contract, if the University Athletics Department receives a proposal from a third party to undertake a sponsorship, endorsement or promotional program or a merchandising project, University Athletics agrees to offer the Contractor the opportunity to conduct the proposed program. The Contractor shall notify University Athletics of its acceptance or rejection of the proposed program in writing. If the Contractor elects not to accept the proposed program described in the notice, then University Athletics may authorize the third party and accept the proposed program. In such event, the University shall be entitled to retain all revenue paid to it as a result of such program.
15. It is anticipated that from time to time the Contractor may arrange for or negotiate promotions, sponsorships or other marketing programs which can result in University Athletics receiving goods, services in kind, or bartering to support its day-to-day operations. University will receive a specific amount of barter for no cost each year and will negotiate with Contractor on any deduction or cost above this specified amount. University Athletics shall review the proposal and advise the Contractor whether or not it is acceptable. There may be instances where University Athletics, in its sole discretion, rejects a proposed barter arrangement. Any such decision by the University Athletics shall not be considered a breach of this agreement. Contractor acknowledges that in some instances such barter contracts may not be feasible due to the requirement of applicable laws, regulations, and/or policies of the University and/or the State. The Contractor and University Athletics, in advance of the Contractor's finalizing and accepting a barter transaction, shall mutually agree upon the value to University Athletics of goods or services offered in the barter arrangement.
16. The Contractor shall deal in good faith with the University in all matters. Dealing in good faith with the University includes, but is not limited to, attempting to resolve disputes amicably and promptly, not misleading the University, not making representations which are untrue, and not making promises to the University or corporate partners that are not kept.
17. The Contractor shall attempt to solicit and secure additional sponsorships for opportunities at all levels and in a variety of athletic programs. University Athletics welcomes the Contractor to be creative in exploring new sponsorship opportunities and develop new assets to utilize in sponsorship sales.
18. The Contractor will work with the University's Athletic Designee on a regular basis to facilitate activities as they relate to this RFP. The Contractor is required to assign one representative (general manager), dedicated to University Athletics, to serve as a liaison on all marketing matters related to this contract. The representative will be required to attend University athletic marketing staff meetings for the purpose of providing sales and promotional updates. Contractor's staff will also need to be onsite at the University for various athletic events throughout the contract term.

B. University Authority

1. The University reserves the right to review and approve all sponsorships, promotional and/or display materials and sponsorship rate cards hereunder and all other prospective or new sponsors and promotions developed or contemplated by the Contractor. All Contractor presentations are to be pre-approved by the University's Athletic Designee prior to presentation.
2. The University's internal auditors shall have the right to review Contractor's financial records with respect to this agreement, upon reasonable notice to the Contractor. The NCAA requires that the following be included in any agreement: NCAA Bylaw 6.4.2 mandates that the University inform all individuals and organizations that receive benefits or privileges relating to the institution's athletics program that these benefits and privileges will be withheld if the individual(s) or organization(s) receiving such benefits or privileges have engaged in conduct that is determined to be in violation of NCAA legislation. Contractor will include the above NCAA required clause in all third-party Agreements.

C. Technical Specifications Marketing, Media, Sponsorship & Available Inventory

The following list is an example of current inventory that is available as part of the agreement. Contractor and Athletics will agree on the complete assets in the final agreement.

1. Men's Basketball, Women's Basketball, & Olympic Sports Radio Broadcasts

- (a) Live radio game broadcast is defined as the rights to produce and commercially distribute all live games including pre-game and post-game shows. All regular season games, and when rules allow, all pre-season, post-season and tournament games are required to be broadcast.

2. Men's Basketball, & Women's Basketball Coaches Radio Shows

- (a) Coaches' radio shows are defined as the rights to produce and commercially Coaches' radio show. These rights are separate from the pre-game and post-game shows associated with game broadcasts.

3. Game Programs and Yearbooks

- (a) Game programs and yearbooks for basketball are defined as the rights to produce and sell game day programs and/or roster cards. All materials must use the University's brand and style guidelines. All materials must be approved by University's Athletic Designee prior to production. All the rights to the successful offeror granted hereunder are subject to the terms and conditions of the final agreement. University Athletics will be responsible for the digital production, editorial content photos, design, layout and artwork for the game program at its sole expense.

4. Miscellaneous Printing Sponsorships

- (a) The following additional print opportunities may be available to the Contractor. All materials must use the University's brand and style guidelines. All materials must be approved by the University's Athletic Designee prior to production. Contractor or third-party subcontractor must assume all delivery and print costs for the print opportunities listed below:
 - (i) Team schedule posters
 - (ii) Team schedule cards
 - (iii) Ticket backs
 - (iv) Roster Cards
 - (v) Media Cards
 - (vi) Ticker mailer inserts
 - (vii) Athletic ticket envelopes
 - (viii) Additional inventory to be agreed upon by both parties upon final agreement

- (b) Contractor is encouraged to develop additional printing sponsorships that may be mutually beneficial (i.e. team

schedule magnets, pocket schedules, etc.). For other miscellaneous print opportunities proposed by the Contractor, the University's Athletic Designee must grant approval prior to presentation. Contractor will assume all delivery and print costs for other miscellaneous print opportunities it proposes.

5. **Venue Signage & Event Inventory**

If University Athletics desires to add any signage or sponsorship opportunities outside those currently available, the Contractor will be given the first right of refusal for the rights to market such signage or sponsorship opportunities, and University Athletics will negotiate with the Contractor, in good faith, an agreement based on a financial arrangement comparable to the terms agreed to in this contract. In the event that an agreement cannot be reached, the University will retain the rights to such additional signage and may sell the inventory on its own behalf. All signage must receive the prior approval of the University's Athletic Designee.

6. **Facilities Naming Opportunities**

Contractor will have the non-exclusive ability to sell Naming Rights Opportunities to athletic facilities as part of this agreement but will not count toward Gross Revenues. Parties that contact Mason directly are outside the scope of this agreement. Naming Rights will be in a separate agreed upon rate but any deduction in sponsorship inventory will be addressed. All Naming Rights must be preapproved by Athletics prior to proposing to potential sponsor. University reserves the right to utilize Naming Rights as a philanthropic initiative as well during the term of this agreement and any gift or donation will be outside the scope of services.

7. **LED Videoboard Activation:** Contractor will have the sole and exclusive right to sell and market all assets as agreed upon with University Athletics. The University however retains the right to use any assets for promotion of athletics, University events, or internal initiatives such as development during the term of this agreement.
8. **Static Signage:** Contractor will have the sole and exclusive right to sell and market all assets as agreed upon by University Athletics. The University however retains the right to use any assets for promotion of athletics, University events, or internal initiatives such as development during the term of this agreement.
9. **Other Athletic Venues:** Contractor will have the rights for permanent and temporary signage in other Athletic facilities. Contractor and the University's Athletic Designee will mutually agree upon any additions to signage already in facilities.
10. **Outside Events:** All rights related to development, marketing, merchandising, sponsorship, signage, media, and commercial rights for special events on or within Athletic facilities which may be sponsored, hosted or conducted by an organization other than Athletics Department, even though athletic teams or Athletics Department may be participating in the event will be excluded from this RFP. Examples of such events include, but are not limited to: High School Graduation, concerts, major speakers, and performers.

D. Contractor Signage Obligations and Responsibilities

1. Contractor will have the rights for permanent and temporary signage in other Athletic facilities. Contractor and the University's Athletic Designee will mutually agree upon any additions to signage already in facilities.
2. The University will initiate, manage, and oversee the purchase and installation of any new stadium, arena or other Athletic venue signage. The Contractor will be responsible for the cost of replacement sponsorship panels or signs. The University will assume all operating and maintenance costs associated with signage. Any improvements in current scoreboards and signage shall remain the property of the University after the termination of this agreement.
3. The Contractor shall submit to University Athletics for review and approval drawings indicating the size, layout, color and location of any proposed sign, or modification of existing signs. No sign or sign modification shall be installed prior to the review and approval of the University's Athletic Designee.
4. The Contractor agrees to work within any established or future guidelines mandated by the NCAA, Conference or University signage guidelines, including those that are part of NCAA, Conference, or University television rights agreements.

E. Game Day & Event Rights

1. The Contractor will be provided with the right to solicit game day and event opportunities surrounding University athletic contests with prior approval of the University's Athletic Designee. The Contractor will be responsible for making arrangements in conjunction with the University's Athletic Designee for pre-game, time-out, and halftime sponsored promotions, or stand-alone athletic promotional events including, but not limited to:
 - (a) Product displays
 - (b) Temporary signage
 - (c) Sampling, couponing, and free product distribution to fans attending events
 - (d) Title sponsorships of athletic events
 - (e) Presenting sponsors
 - (f) Entertainment groups, national anthem, etc.
 - (g) Giveaway items
 - (h) Fan contests on the field, court, floor, or in the stands
 - (i) Game promotions
 - (j) Fan fair/fun zone areas
 - (k) Other related activities
 - (l) Additional inventory to be agreed upon by both parties upon final agreement

F. Contractor Game Day & Event Rights Obligations & Responsibilities

1. The Contractor, with the assistance of the University, will be responsible for implementing the Contractor's event-related sponsorship commitments. The Contractor will be responsible for the production and cost of any items used for the event sponsorships. The Contractor agrees to work with the NCAA or Conference marketing rights holder to meet applicable guidelines.
2. The final event marketing arrangements and decisions will be at the discretion and approval of the University's Athletic Designee. The Contractor must submit an annual event-marketing plan prior to each respective season that will be approved by the University's Athletic Designee.
3. Staffing for event marketing will be the shared responsibility of the Contractor and the University's Athletic Designee. Any expenses to staff events will be the responsibility of the Contractor. The Contractor will also be responsible for all the sales, billings, and accounting for event marketing and any additional aspects as may be required.
4. University Athletics reserves the right to use any pre-game, halftime or game time-outs for its needs of promoting sports, University events or accomplishments, Athletic related activities or other causes and/or sponsors of the University.

G. Official Athletic Website, Social Media, Athletic Controlled Television & Digital Streaming Advertising Opportunities

1. The Contractor is provided with the right to sell advertising opportunities on the University Athletics official website and during its digital streaming platforms that include but are not limited to current distribution formats (ESPN, etc.). Contractor will provide the University's Athletic Designee with a proposal on the amount of web advertising desired for sales purposes and the types of Social Media interactions desired. The University's Athletics Designee will have the right to reasonably limit advertising to maintain integrity of the web site and social media. All advertisers and advertising must receive prior written approval of the University's Athletics Designee.
2. The Contractor is responsible for the production of five (5) men's basketball games on MASN. All expenses related to the production will be the responsibility of the Contractor

XI. PRICING: The offeror shall provide pricing for all products and services included in proposal.

Compensation must be shown year by year and as a grand total. Evaluation of this section will be based on compensation offered to the University for Intercollegiate Athletic Marketing, Media Property, Agent Services, and Sponsorship

Rights. The University desires a guaranteed compensation package paid to the University for ten (10) consecutive years beginning in July 2022 and extending through June 2032.

It is important for offerors to understand that the University desires a payment plan that ensures long-term growth potential and will more favorably evaluate a financial guarantee above that also includes a financial upside for the University. However, the University recognizes that some offerors may wish to propose a different compensation structure to the University. For example, an offeror may wish to provide a “guarantee” plus a commission “percentage” to the University for sales above a certain level. An offeror may wish to provide the University with a “signing bonus” in addition to annual guaranteed payments and these are all acceptable. Options for Ticketing Solution services and funding for Capital Expenditures and Improvements will also be accepted as part of proposals.

Guaranteed Compensation to the University

Based on the availability of the aforementioned, the successful offeror proposes compensation as follows:

TOTAL COMPENSATION:

Compensation July 1, 2022 – June 30, 2023	Compensation July 1, 2023 – June 30, 2024	Compensation July 1, 2024 – June 30, 2025	Compensation July 1, 2025 – June 30, 2026	Compensation July 1, 2026 – June 30, 2027
Minimum Annual Guarantee (MAG)	Minimum Annual Guarantee (MAG)	Minimum Annual Guarantee (MAG)	Minimum Annual Guarantee (MAG)	Minimum Annual Guarantee (MAG)
\$	\$	\$	\$	\$
Revenue Share Threshold Level				
\$ -----	\$ -----	\$ -----	\$ -----	\$ -----
Percentage Share AboveThreshold Level				
/	/	/	/	/
Compensation July 1, 2027 – June 30, 2028	Compensation July 1, 2028 – June 30, 2029	Compensation July 1, 2029 – June 30, 2030	Compensation July 1, 2030 – June 30, 2031	Compensation July 1, 2031 – June 30, 2032
Minimum Annual Guarantee (MAG)				
\$	\$	\$	\$	\$
Revenue Share Threshold Level	Revenue Share Threshold Level	Revenue Share Threshold Level	Revenue Share Threshold Level	Revenue Share Threshold Level
\$	\$	\$	\$	\$
Percentage Share Above Threshold Level				
/	/	/	/	/

2022 - 2032	Total Guarantee	\$
--------------------	-----------------	----

2022 – 2032	Total Additional Compensation Proposed	\$
TOTAL:		\$

- A. Payment Terms: The minimum annual guarantee payment shall be paid to the University in two (2) installments, with the first being delivered to the University by December 1st of the contract year and the remaining balance delivered no later than June 27th of the contract year. Any portion of any fee or other amount payable hereunder that is not paid by the due date will accrue interest at a rate of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law, whichever is less, from the due date until paid.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

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

ELECTRONIC PROPOSAL SUBMISSION: Due to the Coronavirus/COVID-19 outbreak, at this time, and until further notice, Mason will be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.

The following shall apply:

- a. You must submit your bid/proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified in the Bid/RFP.
- b. The subject line of your email submission should read, "**RFP GMU-1779-22**" 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. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors are required to submit the following items as a complete proposal.

1. Procedural information:
 - a. Return signed cover page and all addenda, if any, signed and completed as required.
 - b. Return Attachment A - Small Business Subcontracting Plan.
 - c. State your payment preference in your proposal response. (See section XV.)
2. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Describe your experience in providing similar services described in the Statement of Needs.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. Resumes of personnel working with Mason.
3. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.
4. References: No fewer than three (3) that demonstrates the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
5. Proposed Pricing: See XI above.
6. 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 five years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last five years.
 - d. In the past ten years has your firm's name changed? If so please provide the reason.

XIII. 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. Revenue	45
2. Demonstrated qualification and experience	20
3. Methodology/approach	15
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.*).

XIV. CONTRACT ADMINISTRATION: Upon award of the contract, Mason shall designate, in writing, the name of the Contract Administrator who shall work with the contractor in formulating mutually acceptable plans and standards for the operations of this service. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, or their designee(s) however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope of the work or change the basis for compensation to the contractor.

XV. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

Option #2- To be paid in 20 days. The vendor may opt to be paid through our 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.

XVI. SOLICITATION TERMS AND CONDITIONS:

A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

B. SPECIAL TERMS AND CONDITIONS (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 contact 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.

XVII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 12/15/21
- Vendors submit questions by: 1/12/22 by 2:00 PM ET
- Post Question Responses: 1/19/22 by 2:00 PM ET
- Proposals Due: 1/26/22 @ 2:00 PM ET
- Proposals to Committee: 1/27/22
- Review and Score Proposals: 1/27/22 – 2/2/22
- Scores to Purchasing: 2/3/22
- Presentations (if req'd): Wk of 2/7/22
- Negotiations/Award: Wk of 2/14/22
- 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: _____ SBSB Cert #: _____
Contact Name: _____ SBSB 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-1779-22**

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 sponsorship sales and multi-media rights 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:** _____ Jenny Everett, 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-1779-22, 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: TBD.
- 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: _____