



10223 Sycamore Drive
Ashland, VA 23005-8137
(804) 550-2822
Fax (804) 550-2826

April 14, 2021



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



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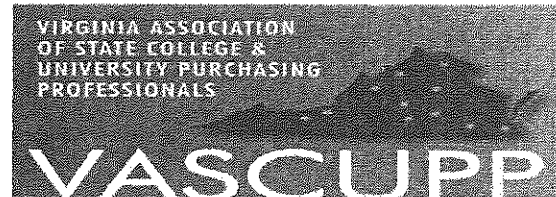
Sincerely,

Jeff Lancaster
Security Sales Manager
Office - (804) 550-2822 x140
Mobile - (804) 212-6300

Architectural Products of Virginia (APV)
10223 Sycamore Drive
Ashland, VA 23005-8137



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4400 University Drive, Mailstop 3C5
Fairfax, VA 22030
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REQUEST FOR PROPOSALS
GMU-1735-21

ISSUE DATE: March 17, 2021

TITLE: Security Products & Services

PRIMARY PROCUREMENT OFFICER: Katherine Sirotin, Assistant Director, ksirotin@gmu.edu

SECONDARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on March 29, 2021 by 4:00PM ET. All questions must be submitted in writing. Responses to questions will be posted on the Mason Purchasing Website by 5:00 PM ET on April 02, 2021. Note: Questions must be submitted via email (if you wish to submit a document with questions please make sure it is a WORD document). The subject line of your email MUST include the words "Question, and RFP GMU-1735-21". Failure to include these words in the subject line may result in your question not being received or answered. It is the offeror's responsibility to confirm that their questions were received by the Buyers prior to the deadline. GMU shall not be responsible for any emails caught in a firewall, delivered late, failure to deliver, etc. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: April 15, 2021 @ 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:

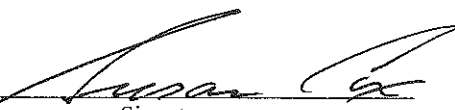
Legal Name: Architectural Products of Virginia (APV)

Date: April 14, 2021

DBA:

Address: 10223 Sycamore Drive

Ashland, VA 23005-8137

By: 
Signature

FEI/FIN No. 54-0918642

Name: Susan Cox

Fax No. (804) 496-5973

Title: President

Email: scox@apva.com

Telephone No. (804) 550-2822 x119

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

SWaM Certification Number: 10872

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.



Purchasing Department
Mailing Address: 4400 University Drive, Mailstop 3C5
Street Address: 4441 George Mason Boulevard, 4th Floor, Suite 4200
Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589

April 02, 2021

RFP ADDENDUM #1

Reference -- Request for Proposal:
Title:
Dated:
For Delivery To:

GMU-1735-21
Security Products & Services
March 17, 2021
George Mason University

The following changes are hereby incorporated into the aforementioned RFP:

Please make sure to sign and include this addendum and all other addendums issued under this RFP with your offer/proposal.

- Answers to Questions received by March 29, 2021 at 4:00PM.

Answers to these questions will be considered part of the RFP and the vendor should include any changes that result from this addendum into their offer. Failure to consider the information provided below may result in your offer being scored lower:

1. **Question:** Statement of Needs, Item F - We are aware of the eVA transaction fee but what is the processing fee that is pointed out here?
Answer: Processing fees are fees that vendors charge Mason for "processing" our orders/requests and is an example of one type of fee we see included on quotes/proposals. Per Section F. We are requiring that all quotes provided for Mason's requests be inclusive of all fees that they plan to bill Mason as part of the engagement/project. Also, to clarify regarding the eVA fee, any vendor that is awarded this contract with GMU is required to self-register in eVA and will be required to pay the eVA fee to eVA. This fee MAY NOT be passed on to Mason or broken out in the quote as a fee. Mason is also required to pay eVA fees in order to do business and this should be considered part of doing business with the Commonwealth. Please do not include a fee called "eVA fee" on your quote/proposal as it will be requested to be removed.
2. **Question:** Statement of Needs, Item K -- Are we required to submit product catalogs for all the manufacturers listed on Appendix 1 with the bid response or will this only be a requirement for the awarded contractor?
Answer: Yes, we would like the vendor to provide product catalogs for all manufacturers that they are going to be offering on under this RFP. If you would like to provide links to those catalogs (embedded in your proposal) versus attaching them as full appendices, you may do so.
3. **Question:** Will additional manufacturers be able to be added to the Appendix 1 list after the RFP is awarded? For example, in year 2 of the contract GMU might want to utilize a manufacturer that wasn't included on the original list so it would be nice to add to the list after award of the contract.

Answer: Yes. These contracts are flexible and can be amended, either at time of renewal, or as necessary, with additional manufacturers and discounts. Each year Mason will send out a renewal asking the vendor to renew the contract and if the vendor is able to offer additional manufacturers at that time they can provide an updated schedule listing the new manufacturers with the discounts off of MSRP.

4. **Question:** The pricing and costs of service equate to 25% of the evaluation of a contractor's response. The challenge is the pricing based on a discount of MSRP as indicated in Appendix 1 for the 27 companies is very broad. Example is Assa Abloy is the parent company of 13 other Brands each with there own pricing and distribution structure. For a vendor to provide a single discount off of MSRP for all 13 Assa Abloy brands for "all parts and accessories, software and updates" would not provide GMU an accurate evaluation of the Pricing and Costs of the vendor as we as vendors do not know how much and which brands under Assa Abloy you may purchase thus defaulting to our lowest discount in turn showing our highest cost. Additionally, in appendix 1 we are to include Software along with hardware and accessories and one discount. The challenge being many of these manufactures provide the vendor 3 pricing levels that differ based on category the 3 below examples.

- I. Level 1 Hardware made by the Manufacturer.
- II. Level 2 Hardware made by partner of the manufacturer.
- III. Level 3 Software and Software Support

Once again this would not provide GMU an accurate evaluation of the Pricing and Costs of the vendor as we as vendors do not know how much and from which category you may purchase thus defaulting to our lowest discount in turn showing our highest cost to protect ourselves yet not a true evaluation of pricing.

Question1 - My question is instead of vendor providing a % discount off MSRP for manufacturers / items found in Appendix 1 - would GMU provide a list of the most commonly utilized items from these 27 manufactures? This would aid in two ways one is we would be able to see category and most purchased items. Second consideration is to have us simply provide the exact cost for the manufacturer and specific item or sample list of manufacturer and item, My belief is this would give GMU a much better evaluation criteria for pricing and the overall evaluation of the vendor as it relates to awarding the 25% "EVALUATION CRITERIA" "Pricing and Costs"

Answer: Please see Section XII. Pricing and Costs of Services. Vendors are welcome to provide additional pricing schedules (separate from Appendix I) breaking out all available discounts off of MSRP. If the manufacturer offers different discounts for different products you may include those breakdowns in your additional Pricing Schedule as you see fit. An example of how you can handle this situation, regarding our Appendix I, is as follows:

EXAMPLE ONLY:

Manufacturer	Item(s)	% Discounts
Adams Write	All Parts and Accessories	Discounts Vary 5-25%. See attached pricing schedule

Mason is not open to changing our pricing scenario or evaluation criteria at this time. The Appendix I already contains information regarding our most commonly used manufacturers and we are also open to additional manufacturers/brands.

5. **Question:** RFP is asking for %Discount off of List Price. Some manufacturers have multiple discounts on products, is it possible to submit bid with multiple discounts listed? Other wise will have to base on lowest discount provided by that manufacturer....

Answer: See answer to Question 4. Above. Vendors are welcome to attach a separate pricing schedule (to the one that we have included as Appendix I) with additional discounts/brands/manufactures etc. If one manufacturer offers different discounts for different products you can break that out on your attached pricing schedule/offer.

Please sign and include this addendum as part of your offer.

In Compliance With this RFP And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services required by this RFP at the prices indicated in the pricing schedule, and the undersigned hereby certifies that all information provided below and in any schedule hereto is true, correct, and complete.

Name and Address of Firm:
Architectural Products of Virginia (APV)

Date: 4/14/21

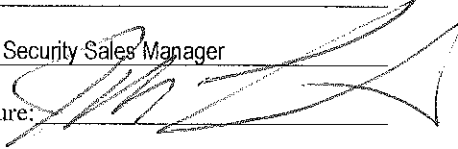
10223 Sycamore Drive

By: Jeff Lancaster

Ashland, VA 23005-8137

Title: Security Sales Manager

Fed ID No: 54-0918642

Signature: 

Email: jlancaster@apva.com

Phone: (804) 212-6300

Sincerely,
Katherine Sirotin
Assistant Director, Purchasing (VCO, CUPO)
Purchasing Department
George Mason University

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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: Architectural Products of Virginia (APV)

Preparer Name: Jeff Lancaster **Date:** 4/14/21

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 only Section A of this form.
- B. If you are not a DSBSD-certified small business, 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 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: 10872 Certification Date: Start date 07-25-18 / Expiration date 07-25-23

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 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.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Subcontract #1

Company Name: Vision Restoration and Contracting SBSD Cert #: 678029
Contact Name: Mike Runion SBSD Certification: SWaM
Contact Phone: (540) 336-3232 Contact Email: mrunion@visionrestorationandcontracting.com
Value % or \$ (Initial Term): 25% Contact Address: 343 Jefferson Street, Winchester, VA 22601
Description of Work: General Construction, Door Hardware and Cable Installation

Subcontract #2

Company Name: Cornerstone Electrical Inc. SBSD Cert #: 697541
Contact Name: Mike Petty SBSD Certification: SWaM
Contact Phone: (804) 798-0062 Contact Email: mpetty@cei-va.com
Value % or \$ (Initial Term): 10% Contact Address: 10238 Timber Ridge Drive, Ashland, VA 23005
Description of Work: High Voltage and Low Voltage Electrical

References:

Northern Virginia Community College

Kym Bridgers

Information Technology and Access Control Manager for the NoVa Card System

kbridgers@nvcc.edu

(703) 323-3854

Multiple access control projects and on-going service on all six campuses

University of Mary Washington

Christopher Cash

Emergency Systems Integrator / EM & Safety / Contract Administrator

ccash@umw.edu

(540) 654-1579

Multiple access control projects and on-going service on all three campuses

Reynolds Community College

Mike Verdu

Director of Facilities Management & Planning

mverdu@reynolds.edu

(804) 523-5804

Multiple access control projects and on-going service on all four campuses

APV APPROACH TO FULFILLING CONTRACT OBJECTIVES

- A. Established in 1972, APV is family-owned door and door hardware distributor. With a factory direct relationship, APV is an authorized distributor for product lines to include Assa Abloy, Dormakaba and Allegion.
- B. APV is factory trained and certified for major vendors for access control systems and security products. We provide the total package for access control from the software to the doors and electrified locking hardware. For more than a decade, APV has represented RS2 Technologies dealer in the state of Virginia. With a focus on the education market, APV has installed access control systems for institutions to include George Mason University, Liberty University, University of Mary Washington, and the University of Virginia. Since 2015, APV has provided RS2 products to GMU under the existing VASCUPP Contract GMU-1290-16.
- C. With our extensive experience, we specialize in the installation of access control products using the latest technology in locking hardware and card reader technology. APV technicians will perform all work in accordance with parameters set forth by the GMU staff. We are accustomed to successfully completing large projects with time sensitive deadlines. APV will provide installation of materials in a competent manner to minimize the interruption of educational services and business operations provided by the University.
- D. APV is certified by RS2 on all equipment, systems, and supplies on which the Selected Firm will provide or install.
- E. APV will deliver in-stock product in accordance with delivery expectations of the end-user. Delivery time on any non-stock products will be detailed to the end-user prior to order placement.
- F. Quoted prices shall include all additional costs/fees associated with product procurement (such as but not limited to: freight/shipping cost, crating fee, eVA transaction fee, processing fee, etc.).
- G. A sample quote and invoice are included with this submission. These items include the requested item details.
- H. APV will provide a current product catalog as part of the offer. Detailed estimates will include parts and part #s, so that they can be found in catalog. All catalogs will be maintained through are company website. The GMU staff will have continuous access to this website.

APV EXPERIENCE

1. APV was established in Virginia in 1972 as a door and door hardware distributor.
2. In 2005, electronic access control products were added to complement the thriving electrified door hardware business.
3. After careful evaluation, RS2 was added as the primary access control offering.
4. GMU Housing Eight was one of the RS2 projects that was completed in 2011.
5. Over recent years, APV technicians have completed several large RS2 projects at Liberty University and Norfolk State University.
6. Since 2015, APV has provided support for GMU with RS2 parts under the GMU-1290-15 VASCUPP agreement.
7. In addition to GMU, APV holds VASCUPP agreements with the University of Virginia (UVA1986989) and James Madison University (UCPJMU4804).
8. Over the last couple of years, APV has completed major access control installations at Norfolk State University, Liberty University, the University of Mary Washington, Northern Virginia Community College, Reynolds Community College, and Mecklenburg County Schools to name a few.
9. Presently, we provide ongoing service support for the access control systems at Northern Virginia Community College and the University of Mary Washington.

Key Personnel

Name	Title	Comments
Stuart Hallett	Sales Manager	
Jeff Lancaster	Estimator and Project Management	Primary Point of Contact for Electronic Devices
Eddie Sunders	Field Operations Supervisor	Primary Point of Contact for Coordination of Serve and Installations
Jeff Poore	Electronic Systems Project Manager	
Richard Bryant	Electronic Systems Project Manager	
William Ellis	Technician	
Jason Price	Hardware Project Manager	Primary Point of Contact for Conventional Door Hardware
Shane Amos	Hardware Project Manager	
Chuck Jeter	Hardware Project Manager	
James Yancey	Systems Engineer	
Glen Henrich	IT Manager	
Kim Hix	Inside Sales/Product Support	
April Taylor	Inside Sales/Product Support	
Bobby Duck	Hardware Specialist	
Joseph Riley	Hardware Installation Manager	
Tommy Danner	Hardware Specialist	
Vincent Verasammy	Inventory Manager	



10223 Sycamore Drive, Ashland, VA 23005
t. 804 550 2822 f. 804 550 2826

QUOTE

To: GMU

4400 University Drive
Fairfax, V 22030

Ship: GMU

4400 University Drive
Fairfax, VA 22030

Attn:

Quoted by: Jeff Lancaster
jlancaster@apva.com
804 550 2822 x140

	MSRP	Disc	Unit	Total
5 P1-EM04 ASSA ABLOY Mounting Plate				
5 P2-EM03 ASSA ABLOY Wifi Controller				

Please contact me if I can be of further assistance.

SubTotal	
Tax	\$0.00
Shipping	\$0.00
Total	



Invoice

Page: 1

Invoice Number: 8853001-IN

Invoice Date: 10/19/2018

ARCHITECTURAL PRODUCTS OF VIRGINIA
10223 SYCAMORE DRIVE
ASHLAND, VA 23005
(804) 550-2822 FAX:(804) 550-2826

Salesperson: PB
Customer Number: GEORGEM

Sold To:			Ship To:			
GEORGE MASON UNIVERSITY ACCOUNTS PAYABLE 4400 UNIVERSITY DR MSN 3C1 acctpay@gmu.edu FAIRFAX, VA 22030			GMU HOUSING STORAGE FACILITY 10408 RIVANNA RIVER WAY COMMONWEALTH HALL FAIRFAX, VA 22030			
Customer P.O.		Ship VIA	Ship Date	Order No	Terms	
EP2869580		UPS	10/18/2018	0088530	NET 30 DAYS	
Qty Shipped	Unit	Description			Price	Amount
20	EACH	PERSONA PARTS - MATERIAL ONLY			480.00	9,600.00
		PERSONA WiFi CONTROLLER ITEM # 52-5409-0000				
					Net Invoice:	9,600.00
					Freight:	0.00
					Sales Tax:	0.00
					Invoice Total:	9,600.00

Any claim for shoratages must be reported within 48 hours of receipt of mterial. If you have any questions or problems with this invoice, contact our Accounts Receivables department at receivables@gsu.edu.
PAST DUE BALANCES ARE SUBJECT TO A LATE CHARGE OF 1.5% PER MONTH.

11

Any claim for shortages must be reported within 48 hours of receipt of material. If you have any questions or problems with this invoice, contact our Accounts Receivables department at receivables@apv.com.
PAST DUE BALANCES ARE SUBJECT TO A LATE CHARGE OF 1.5% PER MONTH.

11

APV PREFERRED PAYMENT TERMS / METHOD OF PAYMENT:

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.

Appendix 1: Must be completed and returned with Offer.

Please provide a percentage (%) off of discount (off of list price/MSRP) for the manufacturer brands you are able to offer on listed below. If Offeror is unable to provide one of the brands/manufacturers listed below please mark Not Applicable or NA under % Discount (your offer will still be considered even if you cannot provide all brands listed below). If Offeror is able to offer additional security products/systems brands/manufacturers please include a separate attachment/pricing schedule as part of your offer that includes the Manufacturer/Brand Name, Item(s) being offered, and the % Discount off of MSRP being offered for those manufacturers/brands.

Manufacturer	Item(s)	% Discount	
Adams Write	All parts and accessories	56%	
Aiphone	All parts and accessories	35%	
Allegion	All parts and accessories	Brands quoted	individually
Altronix	All parts and accessories	35%	
Aperio Wireless	All parts and accessories	35% with RS2	License
Arecont Vision Costar	All cameras, parts and accessories	N/A	
Assa Abloy	All parts and accessories, software and updates	Brands quoted	individually
Axis	All cameras and accessories	N/A	
BEST Locks/Locksets	All parts and accessories	42-56%; see attached schedule	
Command Access	All parts and accessories	45%	
Elk	All parts and accessories	N/A	
Genetec	All parts and accessories, software and updates	N/A	
GE/Interlogix	All parts and accessories	N/A	
Hess	All parts and accessories	56%	
HID	All parts and accessories	35%	
Honeywell	All parts and accessories	N/A	
McKinney	All parts and accessories	42-60%; see attached schedule	
Persona Campus	All parts and accessories	35%	
Precision	All parts and accessories	42-56%; see attached schedule	
RS2 Technologies	All parts and accessories, software and updates	10-35%; see attached schedule	
Hanwha/Wisenet	All cameras, parts and accessories	N/A	
Sargent	All parts and accessories	42-59%; see attached schedule	
Schlage	All parts and accessories	42-56%; see attached schedule	
Schlage/Allegion WiFi	All parts and accessories, software and updates	35% with RS2	License
Securitron	All parts and accessories	56%	
Traka	All parts and accessories	10%	
Von Duprin	All parts and accessories	42-53%; see attached schedule	

Note: The Offeror shall also include a labor rate table with all applicable labor categories and rates that they are offering under this solicitation. Your labor rate pricing must also clearly denote overtime pricing (including emergency/weekend/holiday/etc. rates) and define when those overtime rates go into effect (versus your regular time rates).

Pricing Schedule Breakdown

Manufacturer	Item(s)	% Discount from MSRP
Adams Rite	All parts and accessories	56%
Allegion	All parts and accessories	Brands quoted individually
Aperio Wireless	All parts and accessories	35% With License
Assa Abloy	All parts and accessories	Brands quoted individually
BEST Locks/Locksets	Complete locks	56%
BEST Locks/Locksets	Parts & accessories	42%
Command Access	All parts and accessories	45%
Hess	All parts and accessories	56%
McKinney	Commercial 5 Knuckle Hinges	60%
McKinney	Balance of items	42%
Persona Campus	All parts and accessories	35%
Precision	Complete exit devices	56%
Precision	Parts and accessories	42%
RS2 Technologies	Professional Services	10%
RS2 Technologies	Software/Control Boards/IP Locks/Readers	35%
RS2 Technologies	3rd Party Products	25%
Sargent	Complete locks, closers, and exit devices	59%
Sargent	All parts and accessories	42%
Schlage	Complete locks	56%
Schlage	All parts and accessories	42%
Schlage/Allegion WiFi	All parts and accessories, software and updates	35% With License
Securitron	All parts and accessories	56%
Traka	All parts and accessories	10%
Von Duprin	Complete exit devices	53%
Von Duprin	Parts and accessories	42%

Notes:

- (1) As applicable, a Virginia use tax may apply to equipment installed by APV technicians.
- (2) A 3% fee will be added credit card transactions.

Labor Rate Chart

LABOR RATES				
<i>PERSONNEL</i>	<i>NORMAL WORKING HOURS</i>	<i>OVERTIME</i>	<i>HOLIDAY</i>	<i>SERVICE CALL SURCHARGE</i>
Lead Technician	\$ 90.00	\$ 135.00	\$ 180.00	\$ 75.00
Technician Assistant	\$ 80.00	\$ 120.00	\$ 190.00	\$ 75.00
Locksmith or Hardware Specialist	\$ 75.00	\$ 112.50	\$ 150.00	\$ 75.00
Automatic Door Technician	\$ 90.00	\$ 135.00	\$ 180.00	\$ 75.00
On-line Remote Technical Support	\$ 90.00	\$ 135.00	\$ 180.00	N/A

PRODUCT CATALOGS

All catalogs for supported products are listed at the link listed below:

<https://www.dropbox.com/sh/71d6vszro52i2o9/AAADcRHF2ts-9s4giyNtJOCXa?dl=0>



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

Note: An officer with APV will sign the agreement without modifications

ATTACHMENT B – SAMPLE CONTRACT GMU-1735-21

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

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

- 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 Security Products and Services for George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One (1) base year with four (4) optional one year contract renewal (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** TBD 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. RFP No. GMU-1735-21, in its entirety (incorporated herein by reference);
 - C. Contractor’s proposal dated XXXXXX (incorporated herein by reference);
 - D. Negotiation Responses 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(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to

accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

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 any resulting contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- R. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

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

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (“ITAR”), or any items, technology or software controlled under the “600 series” classifications of the Bureau of Industry and Security’s Commerce Control List (“CCL”) (collectively, “Munitions Items”), prior to delivery, Contractor must:

A. notify Mason (by sending an email to export@gmu.edu), and

B. receive written authorization for shipment from Mason’s Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor’s failure to provide notice or obtain Mason’s written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.

- 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:** This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 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 Contractor, 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.
- QQ. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____