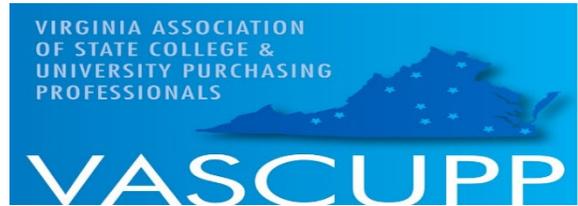




Purchasing Department  
 4400 University Drive, Mailstop 3C5  
 Fairfax, VA 22030  
 Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>



**REQUEST FOR PROPOSALS  
 GMU-1608-20**

**ISSUE DATE:** September 20, 2019

**TITLE:** Multi-Space Parking Meters (Parking Pay Stations)

**PRIMARY PROCUREMENT OFFICER:** Katherine Sirotin, Asst. Director, [ksirotin@gmu.edu](mailto:ksirotin@gmu.edu)

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

**QUESTIONS/INQUIRIES:** E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on September 30, 2019. All questions must be submitted in writing. Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on October 03, 2019. Note: Your email must reference in the Subject Line the RFP number, GMU-1606-20 and the word "Question". Failure to mark your email as such may result in your question being missed.

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

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

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

Name and Address of Firm:

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

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

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.

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations with one or more qualified vendors for the purchase of particular Multi-Space Parking Meters (Parking Pay Stations) that have particular capabilities and configurations, that will be detailed in this document, for the Parking and Transportation Department of George Mason University (herein after referred to as “Mason,” or “University”). This solicitation is being conducted on behalf of George Mason University (Mason), to include two of its three campuses. Any of the Mason colleges, the System Office and/or the SSC may utilize any resulting contract(s) from the awarded contractors as a result of this solicitation. There is no obligation to do so, and there is no guarantee that any awarded contractor shall receive a request for service under the awarded contract. For reference, the maps of George Mason University’s three campuses are attached to this RFP.

George Mason University is an educational institution and 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 C to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.
- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

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

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

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

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- 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 and B with their proposal.
- IX. PERIOD OF PERFORMANCE:** One (1) year from date of award with four (4) successive one-year renewal options.
- X. BACKGROUND:** George Mason University has roughly 15,000 parking spaces across three campuses. Mason serves approximately 38,000 Credit and Non-Credit students per year, as well as 7,000 Faculty and Staff. This customer base is expected to grow at 2-3% per year. Its campus operations range in size from large (Fairfax with over 12,000 spaces) small (Arlington Campus with 1000 spaces, and the Science and Technology (SciTech) Campus currently with 2000). These campuses are growing, and the spaces available are expected to increase over time. Mason’s permit process is standardized throughout the university – a bulk of its permits are either Faculty/Staff ‘A’, Student ‘B’ or Visitor ‘C’. A few specialized permits are used for contractors & VIPs. However, outside of access controlled garages, visitors are often encouraged to utilize a Multi-space paystation, mobile parking platform, or are issued coupon/voucher to validate at a paystation. These parking environments are all currently being operated with a ‘Pay-by-Space’ protocol, however as we continue to phase License Plate Recognition (LPR) solutions in, we would like to move towards a ‘Pay-by-Plate’ protocol that integrates with our LPR provider and backbone Parking Management solution. Hourly operations currently differ from campus to campus; two campuses utilize pay on foot multi-space pay stations (Duncan and Digital pay stations), two parking decks at our Fairfax campus utilize an Amano McGann PARCs system, and two decks across two different campuses utilize a T2/Magnetic PARCS gated system. Mason also offers an hourly mobile pay option, ParkMobile, that allows users to bypass utilizing the local paystation.

**GMU Details:**

Campuses: 3  
Students: 38,000 (academic year)  
Faculty/Staff: 7,000  
Permits: 24,000 (academic year)  
Spaces: 15,000  
Surface Lots: 21  
Garages: 5

Campus Maps: [https://info.gmu.edu/campus-maps-and-directions/?\\_ga=1.231248668.2057225938.1464978837](https://info.gmu.edu/campus-maps-and-directions/?_ga=1.231248668.2057225938.1464978837)

- XI. STATEMENT OF NEEDS:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations with one or more qualified vendors for the purchase of particular Multi-Space Parking Meters (Parking Pay Stations) that have particular capabilities and configurations, that will be detailed in this document, for the Parking and Transportation Department of George Mason University (herein after referred to as “Mason,” or “University”). This solicitation is being conducted on behalf of George Mason University (Mason), to include two of its three campuses. Any of the Mason colleges, the System Office and/or the SSC may utilize any resulting contract(s) from the awarded contractors as a result of this solicitation. There is no obligation to do so, and there is no guarantee that any awarded contractor shall receive a request for service under the awarded contract.

Walkthrough/Site Visit: GMU’s campuses are open to the public as are these parking decks/lots. Vendors are welcome to visit these lots/decks if necessary. If you visit, please note that you will have to pay for parking and that GMU is not responsible for any ticketing or towing that result from improper parking. We also request that you do not approach any Mason employees, students or personnel, if you visit these sites, as they are not aware of this solicitation and will not be able to answer any questions. All questions about the site/facilities must be submitted in writing to the Buyers via email.

If your solution/s is unable to meet any of the requirements below please clearly, notate which requirements your solution/firm cannot meet.

**A. Facility/Site Specific Requirements:**

- 1. Rappahannock Parking Deck (2):** George Mason’s highest occupancy parking garage located on our largest campus in Fairfax, VA. Rappahannock Parking Garage currently has 2x Digital Iris Shelby paystations that operate over a 4G Cellular Modem, with grounded electric. Currently, these paystations

operate on a Pay-by-Space protocol, with 196 individual visitor spaces available. These Paystations currently accept Cash/coin, Credit Card, and pre-issued validation codes to park in the 'General' section of this deck, which is inclusive to levels 1 & 2 of the 5 level deck. Customer's also have the option to pay for this visitor Pay-by-Space parking via ParkMobile (mobile payment).

Rappahannock Levels 3 and up are restricted by Magnetic/T2 PARCs gates that authorize via Proxy cards and are activated (T2 Flex) during in-office sales or after web-sales.

**a. Required:**

- Card Reader
  - PCI DSS Compliance: P2PE (point to point encryption) or P2P-Like NESAs (aka E2E: end to end encryption) for ALL Credit Card transactions.
  - Dual Read capable: Able to process both Magnetic Stripe and Chip Card (EMV) Credit cards.
- Network/Electric:
  - Network Communication: Wired network communication (Ethernet/cat5)
  - Power Supply: Electricity provided by a Wired 120V AC/DC line
- Accepted Payment type:
  - Credit: Visa, Mastercard
  - Online sales (via website)
  - Mobile Application (And/or integrates with mobile payment application i.e paybyphone or parkmobile)
  - Coupons
  - Validation Codes
    - QR code & barcode validation: require a scanner physically on the paystation for quick walk-up validation
- Integrations:
  - Ability to integrate with an event parking solution.
  - Real time integration with backend core parking software provider (currently T2)
  - Real time integration with LPR solution (currently Genetec)
  - Real time integration with Mobile Payment platform (currently ParkMobile)
- Misc:
  - Pay-by-Plate mode primary
  - Ability to email receipts per customer transaction.
  
  - Database of application should be Cloud hosted by vendor.

**b. Preferred:**

- Payment Gateway: **Touchnet heavily preferred.**
- Optional Printed receipt
- Credit Payment: American Express & Discover, Apple Pay, Google Wallet
- Pay in advance option (reserved)
- Ability to view parking occupancy in real time, and parking forecast on a backend web portal
- Ability to integrate with counts provider to provide real-time data.
- Network: Ability to toggle from wired network communication to communicate via Cellular (GPRS/CDMA 4G, and eventually 5g cellular modem). failover communication method
- Ability to set rate schedules per date/time, by parking location/zone.
- Pay-by-Space secondary option available.

**2. Field House & Occoquan Lot (1&2):**

**Field House:** This machine is Pay-by-Plate with a pay by display requirement. This is located out near West Campus, in close proximity to everything athletics in Fairfax, VA. The parking spaces/lots that this paystation allows you to park at are shared with permit owners. The machines currently run on replaceable batteries that charge via Solar, and communicate with GPRS Cellular 4G SIM cards. ParkMobile is also a current substitute to these Paystations.

**Occoquan Lot:** These two machines (same model as Field House) are Pay-by-Space and are located right next to one another at our Science & Technology campus in Manassas, VA. They also run on

batteries that charge via Solar, and communicate with GPRS Cellular 4G Sim Cards. Aside from one other Paystation in Tower Lot (likely to be removed entirely), these are the only Paystations on this campus. These paystations allow visitors to share parking spaces in Occoquan lot with Permit Holders. ParkMobile is also a current substitute to these Paystations.

**a. Required:**

- Card Reader
  - PCI DSS Compliance: P2PE (point to point encryption) or P2P-Like NESA (aka E2E: end to end encryption) for ALL Credit Card transactions.
  - Dual Read capable: Able to process both Magnetic Stripe and Chip Card (EMV) Credit cards.
- Network/Electric:
  - Cellular (GPRS, CDMA) Communication via 4G Cellular Modems & Sim Cards, with the ability to upgrade to 5G Modem & SIM as 4G phases out.
  - Power Supply: Electricity provided by Solar Panels that charge Internal batteries.
    - Swappable Batteries available with a form of External charger for backups.
    - Batteries and housing have measures taken to to withstand east-coast winter climate/temperatures.
    - Ability to show balanced Power Supply and Demand between solar panel and major components.
    - Solar Panel should be operable if partially covered or state functionality of panel if partially covered (snow, dust, debris etc.).
    - Should include a separate backup battery to sustain clock, calendar, audit information, and Random Access Memory (RAM) in the event of a main backup system failure or during a battery replacement.
      - Backup batteries should be replaceable without soldering tools.
  - Database of application should be Cloud hosted by vendor.
- Accepted Payment type:
  - Credit: Visa, Mastercard
  - Online sales (via website)
  - Mobile Application (And/or integrates with mobile payment application i.e paybyphone or parkmobile)
  - Coupons
  - Validation Codes
    - QR code & barcode validation: require a scanner physically on the paystation for quick walk-up validation
- Integrations:
  - Ability to integrate with an event parking solution.
  - Real time integration with backend core parking software provider (currently T2)
  - Real time integration with LPR solution (currently Genetec) \*pay-by-plate\*
  - Real time integration with Mobile Payment platform (currently ParkMobile)
- Misc:
  - Ability to Toggle between Pay-by-Plate & Pay-by-Space
  - Ability to email receipts per customer transaction.

**b. Preferred:**

- Payment Gateway: **Touchnet heavily preferred.**
- Network Communication: Ability to upgrade to 5G Cellular Modems as they are standardized.
- Solar Panel: Ability to attach/detach/swivel
- Batteries are commercially available
- Optional Printed receipt
- Credit Payment: American Express & Discover, Apple Pay, Google Wallet
- Pay in advance option (reserved)
- Ability to view parking occupancy in real time, and the parking forecast of the day on a backend web portal
- Ability to integrate with counts provider to provide real-time data.
- Ability to set rate schedules per date/time, by parking location/zone.

- Magstripe and/or QR code (barcode) Validation: require a scanner physically on the paystation for quick walk-up validation.

## **B. General Requirements:**

- 1. Legal, Statutory, Regulatory, and Contractual Requirements:** The cloud service provider must comply with all Federal and Commonwealth of Virginia laws and regulations including the protection of client identifiable information, including:
  - a. The Privacy Act of 1974
  - b. Computer Matching and Privacy Protection Act of 1988
  - c. E-Government Act of 2002
  - d. US Internal Revenue Service (IRS) 1075 “Tax Information Security Guidelines For Federal, State and Local Agencies”
  - e. National Institute of Standards and Technology (NIST) Guide for Protecting PII
  - f. Code of VA Title 59.1 Trade and Commerce – Chapter 35 –Personal Information Privacy Act
  - g. Virginia Department of Human Resources Management Policy 6.05 – Personnel Records Disclosure
  - h. The Code of Virginia §2-2.2009
  - i. George Mason University Policies including but not limited to Policy 1307, 1312, 1313 and 2210. See the following link for a full listing of GMU Policies - <https://universitypolicy.gmu.edu/all-policies/>
- 2. Information Security Management System Requirements:** The cloud service provider must provide management direction and support for information security in accordance with business requirements and relevant laws and regulations.
  - a. A set of policies for information security must be defined, approved by management, published and communicated to employees and relevant external parties.
    - All hosted systems must be operated under the controls, security, and audit process of a SSAE18 / ISAE 3402 Type II SOC 2 hosting facility.
    - The cloud service provider must provide the GMU on an annual basis a copy of their current SOC 2 - Type II Audit Report obtained from an independent auditor as evidence that all relevant information security requirements for cloud services have been met.
    - The (College/SO) ISO is responsible for reviewing the SOC 2 - Type II Audit Report against the requirements of this standard to ensure that the provider meets GMU standards and has fulfilled its obligations under any agreement or contract with the GMU.
  - b. The policies for information security must be reviewed at planned intervals not to exceed one year in duration or if significant changes occur to ensure their continuing suitability, adequacy and effectiveness.
  - c. The cloud service provider must have an established management framework to initiate and control the implementation and operation of information security within the organization
    - All information security responsibilities must be defined and allocated.
      - i. The cloud services provider must designate the person responsible for Information Security at its hosting facility.
      - ii. The cloud services provider must designate a customer point of contact to facilitate customer success for the duration of the cloud services contract.
      - iii. The cloud services provider must notify the GMU of any changes to its personnel responsible for the duties under the cloud services contract.
    - Conflicting duties and areas of responsibility must be segregated to reduce opportunities for unauthorized or unintentional modification or misuse of the organization’s assets.
    - Appropriate contacts with relevant authorities must be maintained.
    - Appropriate contacts with special interest groups or other specialist security forums and professional associations must be maintained.
    - Information security must be addressed in project management, regardless of the type of project.

- 3. Automated Payment Station Requirements:** Automated Payment Stations shall provide the following components and capabilities:
- a. POF Stations will meet all ADA-AG Installation and operating requirements.
  - b. POF Stations will accept payment by credit card (Visa/Mastercard, debit card, QR barcode device, integrated chip & pin reader).
  - c. Front access door with appropriate 5 point tamper-resistant locking system (each Automated Payment Station to be keyed differently and unique to this installation) and provide alarm contacts upon entry.
  - d. POF Cabinet shall be weather resistant to all climates and designed for the specific weather associated with Fairfax, VA. It is the Contractor's responsibility to provide all climate and ambient control devices to maintain operating functionality during the worst of weather spectrums provided below:
    - a. Ambient Temperatures: -10°F to 120°F
    - b. Humidity: 0% to 95% (non-condensing)
    - c. Rain: Blowing Rain & Snow with 100 mph Gusts
    - d. Dust: Blowing dust and fine particles
  - e. POF Station shall accept validation coupons, chaser tickets, or other credential for partial or full payment of parking fee.
  - f. A 'pay in advance' solution must be available, whether that be through our Permit and Enforcement back-end solution (preferred - currently T2 Systems), or via a Mobile Payment solution (currently Park Mobile), or the POF Station's own proprietary website and/or mobile app.
  - g. The results of this POF Station's parking transactions should integrate in real-time with our LPR Enforcement solution (Genetec), and our primary mobile enforcement solution (T2 Systems) in real-time
  - h. Exit Grace Period shall be programmable by parking facility. The Exit Grace Periods shall be programmable by entry ticket location, not by one general facility configuration.
  - i. Utilize visual instructions for parkers to understand the sequence of events to complete a payment transaction.
  - j. Issues audio voice annunciation instructions to compliment the visual instructions.
  - k. Intuitive parker interface monitor/screen with pictographs as necessary to assist the parker through the payment process.
  - l. Cancel button that allows a parker to cancel a transaction once a parking ticket has been inserted
  - m. Parker interface capable of displaying two user-selective languages at a minimum, including English and Spanish.
  - n. Colors for the pay stations, all text, and graphics shall be configurable and approved by Mason prior to manufacturing.
  - o. Integrated and online within the PARCS utilizing TCP/IP and/or 4G LTE for environments that do not supply TCP/IP foundation
  - p. Utilizes single-slot technology for ticket and credit card insertion and reading
  - q. Inserted credit cards shall be read in all four directions
  - r. Illuminated ticket slot
  - s. Capable of processing parking fee payments using multiple forms of payment, e.g., any combination of credit card payment, coupon and/or validation.
  - t. Barcode reader for reading coupons, tickets, and PDA electronic visual display integrated into the face of the Pay Station
  - u. Capable of completing on-line, real-time credit card authorization as well as storing offline credit card transactions for uploaded upon re-establishment of communications.
  - v. Permit GMU to change the grace time (the number of minutes between the time a ticket is paid and the time a driver exits with vehicle through exit lane)
  - w. Log when a cabinet has been opened or closed; password entry required to allow software access; date and time recorded in real-time on the Event Log
  - x. Receipt generation Upon successful payment, print a receipt that includes:
    - e. Mason Fairfax address
    - f. Mason Parking Services telephone number
    - g. Receipt #/Transaction #
    - h. Pay Station identification number
    - i. Time, date and lane in
    - j. Time paid
    - k. Length of stay
    - l. Parking fee
    - m. Total amount
    - n. Validation Amount

- o. Method of payment
- p. Credit card type and last 4 digits of credit card #
- q. Amount paid
- r. Change Due
- s. Mason shall have the option to change receipts for all transactions to be auto issue or printed by request. The configurable timeout function for receipt request shall be initially set for 20 seconds or until the next ticket is inserted.
- t. Receipt Stock Low alarm generated on FMS
- y. As part of their Proposal Response, the Contractor shall submit shop drawings/cut sheets of proposed Automate Payment Stations.
- z. Field devices (Entry Stations, Pay Stations, and Express Exit Stations) shall be capable of accepting validations, coupons, and gift cards through the ticket transport or via the external barcode reader

**4. Electronic Component Requirements:**

- a. The University prefers a system of plug-and-play for major components, allowing removal and replacement without the use of tools.
  - Plugs for components should be designed to lock in place and not be reversible – one-plug/one-way per component – so it cannot be inadvertently connected incorrectly.
- b. All circuit boards and components shall be electronically sealed, highly water resistant, and operate in extreme weather conditions from -31 degrees to 140 degrees Fahrenheit.
- c. Proposal shall describe how components are protected from moisture.
- d. Spare parts: Establish recommended supply to support installed base to be maintained at the development’s meter shop.
  - Include complete parts list.
  - List prices (new and reconditioned) with trade-in value
  - Expected life in service of major components
  - Conditions for wholesale replacement of parts with a noticeably high failure rate
  - Proposal shall describe delivery of additional parts to support maintenance
- e. Backup to support extraordinary occurrences
  - The University requires a minimum 24-hour turnaround for delivery of additional parts.
  - Proposal shall describe delivery of additional parts, including supply sources and time.

**5. Online Approval and Settlement of Debit and Credit Card Transactions:**

- a. Transaction file shall be designed for George Mason University’s payment gateway.
- b. Transaction messages shall be designed to inform customer of authorization status and decision
- c. Proposal shall include a flow chart of transaction information flow from multi-space meter to University payment gateway.
- d. Proposal shall include an approach to queuing transactions when wireless services or servers are unavailable.
- e. The credit card data transmission and the credit card processing must meet Visa/MasterCard standards and security requirements defined by the Payment Card Industry (PCI) security certification standards. Proposers will clearly identify their certification level and provide documentation from Visa/MasterCard relating demonstrating their certification level. Vendors must be found on the Visa’s most current PCI DSS Validated Service Provider list and/or the Payment Card Industry Security Standards Council List of Validated Payment Applications in order to be considered. These lists are found at the link below:  
[https://www.pcisecuritystandards.org/security\\_standards/vpa/](https://www.pcisecuritystandards.org/security_standards/vpa/)

**6. Alarms:** The Alarm notifications should be real-time to permit a timely maintenance or collections response. The performance information should be easily exportable to the University and the report formats should be customizable to the University’s needs. Proposal shall include at a minimum:

- a. Initial Warning Alarms:
  - Paper Placement
  - Card Payment Operation Failure
  - Initial Battery Setting Has Been Reached
  - Battery is not experiencing a fault
- b. Shutdown Alarms:

- Second Battery Warning
  - Out-of-Paper Supply Alarm
  - No customer receipt detection alarm
  - Operating/operating system fault
- c. Operational Functions:
- Door Open Detection
  - Status/record of all file transfer activities
  - Live alarm to detect communication status
  - Service agent number
  - Notice of various initialization and machine setting routines

7. **Local product support.** Proposal shall establish local product support to:
- a. Design work for selection of on-street meter installation locations.
  - b. Establish pre-delivery pay stations preparation standards.
  - c. Train University staff on-site in a manner sufficient to support the pay station warranty. Please state number of hours proposed and method of training.
  - d. Spare and Replacement Parts – recommend ratio of spare parts on hand to installed base of pay stations and pricing.
  - e. Provide troubleshooting assistance and product support when required
  - f. Provide sample education and marketing materials.

8. **Warranty:**
- a. Begins after University takes possession following successful test period.
  - b. Full coverage for pay stations or components for abnormal failure in service.
  - c. Exceptions for vandalism and normal wear of any moving parts.
  - d. Return/exchange procedure and cost
  - e. Duration of five (5) years is preferred
  - f. Describe offer, benefits, and conditions

9. **Technical support. Proposal shall provide for:**
- a. Personnel availability – 6:00 AM to 8:00 PM (Mountain Time), Monday through Saturday
  - b. Description of personnel, assignments, and level of expertise available
  - c. Description of staff chain of command communication structure to cover absences due to vacation, sick leave, business travel, etc

10. **Technical manuals.** Proposals shall include providing operation manuals, including management software product.
- a. All manuals shall be written in American English.

11. **Performance standards**
- a. The University expects reasonable performance standards to apply to various elements of pay station operation at an individual machine level. The University will negotiate performance standards with the successful respondent for inclusion in contract prior to contract award. The Proposal response shall include suggested performance elements and experienced performance standards for major paystation components and management software. Performance standards would be based on percentage of failure over a specific period of time. The following is a suggestion of some performance elements the University might reasonably expect.
    - Availability/Access to data 6:00 a.m. to 8:00 p.m. (Mountain Time), Monday through Saturday.
    - Availability of local and technical support
    - Reporting – pay station to server communication.
    - Real time Alarms – Available 24/7/365
    - Statistical data
    - Credit card transaction file data integrity
    - Data accuracy

**XII. COST OF SERVICES:** Please provide pricing for any systems/software, installation of hardware/software, removal of existing systems, service, training, travel, etc. and include the following:

1. Please provide and break out separately all one-time and recurring costs associated with your offered

solution/system. Offerors should provide costs for implementation, support, training, development, and maintenance costs. Your pricing/cost of services quote should include all associated costs for this system/solution/service.

2. If there are any discounts available for volume, multi-year commitments, enterprise wide licensing, etc. please make sure to clearly state those in your proposal.

### **XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

#### **A. GENERAL REQUIREMENTS:**

1. RFP Response. In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit **one (1)** signed original hardcopy (paper) of the entire proposal including all attachments and proprietary information and **Five (5)** extra hardcopies (paper) including all attachments and proprietary information (**The vendor should submit a total of six (6) hardcopies – One (1) Original and five (5) copies**). In addition, the Offeror shall submit one (1) complete signed copy of the original proposal including all attachments and proprietary information, on a CD, thumb drive or other electronic device. **The electronic copy (USB, CD, etc) must be clearly marked with your company/organization name and the RFP number.** If proposal contains proprietary information, then submit two (2) CD's, thumb drive or other electronic device; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2e below for further details). The Offeror shall make no other distribution of the proposals.
  - a. At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.
2. Proposal Presentation:
  - 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. Each hardcopy of the proposal should be bound in a single volume where practical. The original hard copy proposal must be clearly marked on the outside of the proposal. All documentation submitted with the proposal should be bound in that single volume.
  - d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.
    1. A WORD version of this RFP will be provided upon request.
  - e. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following

circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

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

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations are tentatively scheduled for **11/07/19 – 11/17/19 (TENTATIVE)**. Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the contractor's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete

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

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Return Attachment A - Vendor Data Sheet.
  - o If you are a certified as a Small, Woman, Minority or Micro (SWaM) business by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) at time of proposal submission provide a copy of your Virginia SBSB certification and mark your SBSB certification type and number on Attachment A. Failure to provide this information may result in your organization not receiving the five (5) SWaM Points
- c. Return Attachment B - Small Business Subcontracting Plan.
- d. State your payment preference in your proposal response. (See section XVI.)
- e. Review and if necessary, provide any exceptions/red-lines to Mason's Attachment B – Sample 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. If you intend to amend our contract to include your Master Software/Services Agreement or any additional terms and conditions, please provide a copy of that document with your proposal.
  - o Note: As an entity of the Commonwealth of Virginia (a government agency) - Mason cannot indemnify a vendor, waive our sovereign immunity, agree to the Governing Law of another state, or limit a vendor's liability in instances of negligence, death/loss of life, or in instances where negligence on the part of the vendor leads to a data breach where sensitive/personally confidential information is lost. Please take this into consideration when submitting your terms and conditions/MSA/or redlining Mason's contract.\
  - o Untimely delay or failure to reach an acceptable agreement/contract may result in Mason rejecting your offer.
- f. Review and if necessary, provide any exceptions/red-lines to Mason's Attachment D – Data Security Addendum (DSA). It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and this DSA.

2. General firm background and information:

- a. Provide a background and a brief history of your firm.
- b. Describe your firm's specialty areas, and their size.
- c. Describe your firm's location and organization structure. Provide additional detail related to offices

- likely to serve Mason.
  - d. Describe the nature and extent of your expertise with higher education, research-oriented, or similarly-situated clients, including related information technology environments (including TouchNet, which is used by Mason).
  - e. Describe the nature and extent of your expertise with providing a technology solution/system (Multi-Space Parking Meters (Parking Pay Stations) to clients similarly-situated to Mason.
  - f. Describe any impending changes in your organization that could impact delivery of services
3. Proposal – Functionality and Ability to Meet Stated Requirements:
- a. Demonstrate, in detail, your ability to meet Mason’s scope of work/requirements. This should provide detailed explanations, examples, specifications, or other relevant information.
  - b. Demonstrate your solution/systems technical capabilities.
  - c. If your solution/system does not currently meet certain requirements, please clearly state which requirements you cannot meet. If there is a roadmap/future capabilities please provide a timeline and outline what those capabilities are.
  - d. If your system has additional, related, capabilities, that are not outlined in Mason’s requirements/scope of work, clearly outline what those are and how they may meet current or future needs/requirements.
4. Methodology: Ease of Installation/Integration, Level of Support, Comprehensiveness, Ease of Use (Input & Output):
- a. Describe your process for working with Mason to deliver your system/solution/services.
    - i. Clearly outline your system/solutions ease of installation/integration, level of support, comprehensiveness, ease of use (input & output).
    - ii. Outline your organization’s knowledge, skills, and expected availability / capacity to deliver services.
    - iii. Provide a time/manner/schedule for delivery based on a contract start date of 06/01/2020 (tentative contract start date for scheduling purposes – subject to change).
    - iv. Provide your management and support plan. Include any key personnel and provide their experience, qualifications, expertise, etc. if applicable.
5. Costs: Please provide pricing for any systems/software, service, training, travel, etc. and include the following:
- a. Please provide and break out separately all one-time and recurring costs associated with your offered solution/system. Offerors should provide costs for implementation, support, training, development, and maintenance costs. Your pricing/cost of services quote should include all associated costs for this system/solution/service.
  - b. If there are any discounts available for volume, multi-year commitments, enterprise wide licensing, etc. please make sure to clearly state those in your proposal.
  - c. Describe how you propose to handle any travel or out-of-pocket expenses related to provisions of these services. Specifically address expenses for resources based in locations near Mason. As part of your offer (if travel reimbursement or travel fees/costs/expense are to be billed) your organization must agree to accept to be reimbursed in accordance with Mason’s per diem policies/requirements (GSA per diem rates). Please clearly outline any travel requirements/costs/expenses in your offer
6. References:
- No fewer than three (3) that demonstrates the Offeror’s qualifications preferably from other comparable higher education institutions your firm is/has provided services with which are similar in size and scope to that which has been described herein.
- a. Provide references on no more than three (3) relevant active contracts (minimum contract period: one year) or completed contracts within the last three (3) years. Relevant contracts are defined as contracts for services of the same size and scope contemplated herein. The university will focus on information that demonstrates quality of performance relative to the size and complexity of the contract. For each reference provide a brief description of the scope of the contract and state why the contract is relevant. Offerors should identify problems, weaknesses and/or deficiencies in the performance of the contracts given as references and their processes, corrective actions or method of

problem solving resolution used to correct the weaknesses or deficiencies. For each reference provide the following information about each contract.

- i. Name and address of contracting activity to which service is/was provided
- ii. Contract Number
- iii. Contract Title
- iv. Contract Type
- v. Original contract amount and current (or ending) contract amount.  
(explain reasons for any difference)
- vi. Contracting officials' names, telephone numbers
- vii. Contract Level (Prime or Subcontract)
- viii. Award Date
- ix. Contract completion/projected completion date

b. Provide a list of any active contract(s) terminated within the past five (5) years for other than convenience of the owner. If none, state.

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

FROM: Name of Offeror \_\_\_\_\_ Due Date/Time: **October 17, 2019@ 2:00PM EST**

Street or Box Number \_\_\_\_\_ RFP Number: **GMU-1608-20**

City, State, Zip Code \_\_\_\_\_ RFP Title: **Multi-Space Parking Meters (Parking Pay Stations)**

Name of Procurement Officer or Buyer: **Katherine Sirotin, Asst. Director, Purchasing**

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

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

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

	<b><u>Description of Criteria</u></b>	<b><u>Maximum Point Value</u></b>
1.	Quality of Proposal.	30
2.	Methodology	25
3.	References of similar size and scope.	20
4.	Proposed Pricing.	20
5.	Vendor is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSB at the proposal due date & time.	5

Total Points Available: \_\_\_\_\_ 100

B. **AWARD:** Following the initial scoring by the evaluation committee, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which vendors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and

shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

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

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

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

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

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

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

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

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

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

**XVII. SOLICITATION TERMS AND CONDITIONS:**

- A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:  
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
- B. SPECIAL TERMS AND CONDITIONS – GMU-1608-20. (Also see ATTACHMENT C – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).
  - 1. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).
  - 2. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. 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 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.

3. 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.
4. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
5. 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.
6. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
7. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
8. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
9. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
10. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
11. LATE PROPOSALS: To be considered, proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation.

Offerors are responsible for the delivery of the proposal and if using U.S. Mail or a delivery service should ensure that the proposal is addressed properly. Proposals are due at 2:00PM on the date specified on the cover page of this solicitation. The Purchasing Department will contact the Offeror to arrange for pick up or destruction of the late proposal. The official time used in receipt of proposals shall be the time on the automatic time stamp machine of Mason's Purchasing Office, address and location on cover page of solicitation.

**George Mason University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.**

12. OBLIGATION OF OFFEROR: It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the Offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from this contract because of any misunderstanding or lack of information.
13. RENEWAL OF CONTRACT: The resulting contract may be renewed by Mason for four (4) successive one (1) year periods, or as negotiated, under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
  - a. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - b. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
14. 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.
15. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
16. SUBCONTRACTS: **No portion of the work shall be subcontracted without prior written consent of Mason's Purchasing office.** In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Mason's Purchasing office the names, qualifications, criminal background checks and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
17. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
18. 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.

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

- Issue in eVA: 9/20/19
- Advertise in Washington Post: 9/20/19
- Vendors submit questions by: 9/30/19 by 4:00PM EST
- Post Question Responses: 10/03/19 by 5:00 PM EST
- Proposals Due: 10/17/19 @ 2:00 PM EST
- Proposals to Committee: 10/22/19
- Review and Score Proposals: 10/22/19 – 11/06/19
- Scores to Purchasing: 11/06/19
- Oral presentations (if necessary): 11/07/19 – 11/17/19 (TENTATIVE)
- Negotiations/BAFO: 11/18/19 – 12/06/19 (TENTATIVE)
- ASRB Review: 12/09/19 – 01/09/20 (TENTATIVE)
- Award: Week of 01/09/20 (TENTATIVE)
- Contract Start Date: TBD

**XIX. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB):**

After conclusion of negotiations/Best and Final Offer (BAFO) but prior to award of a contract (and/or release of funding to procure your solution) your solution/system will be submitted to Mason’s Architectural Standards Review Board (ASRB). The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The Offeror must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product.

The contractor should be prepared to submit any of the following items including but not limited to;

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation,
- VPAT, and a useable software demo or “sandbox” for accessibility testing,
- And any single sign-on documentation.
- Additional documentation or items may be requested as needed during the review process.
- The contractor may be asked to answer ASRB questions verbally or in writing

It is imperative that the Contractor comply with these requests in a timely fashion as any delay will result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding, your offer being rejected or an award being rescinded.

**ATTACHMENT A**  
**VENDOR DATA SHEET**  
**TO BE COMPLETED BY OFFEROR**

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

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

Type of Business: \_\_\_\_\_ . \_\_\_\_\_ Years \_\_\_\_\_ Months

3. **BUSINESS STATUS:**

A. Type of organization (circle one):

Individual Sole Proprietor	Partnership Government	Corporation Other (explain)
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B. Category (circle one):

Manufacturer/Producer Service Establishment Other (explain)	Mfg.'s Agent Distributor	Retailer Wholesaler
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C. Status: If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD), provide your certification number \_\_\_\_\_. For certification assistance, please visit <http://www.sbsd.virginia.gov/>. (Please check all applicable classifications. Must be certified with **VIRGINIA DSBSD** to qualify)

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

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

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

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

I certify the accuracy of this information.

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

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**  
**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 return this document with their response.

**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 for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

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

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

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

**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.

**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**

Populate the table below 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 percentages may result in breach of the contract.

Micro/Small Business Name & Address  DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran-Owned	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
<b>Totals \$</b>					

Add a separate page for Section B if necessary.



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

**ATTACHMENT C – SAMPLE CONTRACT  
GMU-1608-20**

**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 Multi-Space Parking Meters (Parking Pay Stations), including all installation/integration, configuration, training, travel, etc., that have particular capabilities and configurations, that will be detailed in this document, for the Parking and Transportation Department of George Mason University (herein after referred to as “Mason,” or “University”) as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** One (1) Base Year with Four (4) Optional One Year Renewals.
- 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 Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- 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 (date of execution) incorporated herein by reference);
  - C. RFP No. GMU-1608-20, in its entirety (incorporated herein by reference);
  - D. Contractor’s proposal dated October 17, 2019 (incorporated herein by reference);
  - E. Negotiation Responses & BAFO dated (date of submission) (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
- 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 the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

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

1. During the performance of this Contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 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. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 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) coming on to any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Criminal Background Investigations for University Employees](#), 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 and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. 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 the Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the 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 the Contract.
  2. George Mason University may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the 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. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University 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 George Mason University's right to audit the Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering the 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. The Contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have the right to audit the records of the 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 George Mason University within thirty (30) days from the date of receipt of the written order from George Mason University. 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 Vendors. 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 George Mason University 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 WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract.
- 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. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- Q. 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.
- R. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- S. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor

or vendor.

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

- T. **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.
- U. **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:
    - (i) notify Mason (by sending an email to [export@gmu.edu](mailto:export@gmu.edu)), and
    - (ii) 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](mailto:export@gmu.edu).
- V. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor’s sole expense prior to final acceptance of the work.
- W. **FORCE MAJEURE:** Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason’s control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- X. **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.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **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.

AA. INFORMATION SECURITY: In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

BB. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

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

CC. INSTALLATION: All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.

DD. 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.
- EE. 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.
- FF. MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
- GG. 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).
- HH. 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.
- II. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- JJ. RENEWAL OF CONTRACT: This Contract may be renewed by the University for Four (4) optional one (1) year renewals under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- KK. 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/>.
- LL. SOC/SSAE18: To facilitate compliance with SSAE18, Contractor must provide George Mason University with its most recent SOC report and that of all subservice provider(s) relevant to this contract. It is further agreed that the SOC report, which will be free of cost to George Mason University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to Mrs. Peaches Nicholls at [pnicholl@gmu.edu](mailto:pnicholl@gmu.edu) or other representative identified by the University. Contractor also commits to providing George Mason University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by George Mason University in relation to the SOC report.
- MM. 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.

- NN. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- OO. 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.
- PP. 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.
- QQ. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.
- RR. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- SS. 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.
- TT.

**Contractor Name Here**  
**By:**

\_\_\_\_\_  
 Signature

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

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

\_\_\_\_\_  
 Date

**George Mason University**  
**By:**

\_\_\_\_\_  
 Signature

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

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

\_\_\_\_\_  
 Date

**ATTACHMENT D**  
**Data Security Addendum for inclusion in Standard Contract GMU-1608-20 with**  
**George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and Full legal name of Firm/Vendor ("Selected Firm/Vendor") dated \_\_\_\_\_ (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to the University.

This Addendum sets forth the terms and conditions pursuant to which University Data will be protected by the Selected Firm/Vendor during the term of the Parties' Contract and after its termination.

**1. Definitions**

- a. **"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- b. **"End User"** means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under the Contract.
- c. **"Personally Identifiable Information"** includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, email address, student or personnel identification number, and non-directory information; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.
- g. **"University Data"** includes all Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.

**2. Rights and License in and to the University Data**

- a. 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 the University, and Selected Firm/Vendor has a limited, nonexclusive license to use the 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's data, content, or intellectual property, except as expressly stated in the Contract.

**3. Intellectual Property Rights/Disclosure**

- a. 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 Selected Firm/Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Selected Firm/Vendor warrants to the University that the University 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. Selected Firm/Vendor 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 the University to document, register, or otherwise perfect such rights.

- c. 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 the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

#### **4. Data Privacy**

- a. Selected Firm/Vendor 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 the University, except as required by the Contract or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm/Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under the Contract. Selected Firm/Vendor 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.
- d. If Selected Firm/Vendor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm/Vendor 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 Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under the Contract for University'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.

#### **5. Data Security**

- a. Computer and network security is of paramount concern to the University. The University wants to ensure that computer/network hardware and software does not compromise the security of IT environment. Selected Firm/Vendor 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 Selected Firm/Vendor'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. Without limiting the foregoing, Selected Firm/Vendor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.
- b. Selected Firm/Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Contract.
- c. If Selected Firm/Vendor's use of University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council ([www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

#### **6. Employee Background Checks and Qualifications**

- a. Selected Firm/Vendor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Contract including but not limited to all terms relating to data and intellectual property protection.
- b. If the Selected Firm/Vendor must under the Contract create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

#### **7. Data Authenticity and Integrity**

- a. Selected Firm/Vendor will take reasonable measures, including audit trails, to protect University Data against

deterioration or degradation of data quality and authenticity. The selected Firm/Vendor 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.”

#### **8. Security Breach**

- a. Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Selected Firm/Vendor will notify the University, fully investigate the incident, and cooperate fully with the University’s investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of such Security Breach, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

#### **9. Response to Legal Orders, Demands or Requests for Data**

- a. Except as otherwise expressly prohibited by law, Selected Firm/Vendor will: i) immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Vendor seeking University Data; ii) consult with the University regarding its response; iii) cooperate with the University’s reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and iv) upon the University’s request, provide the University with a copy of its response.
- b. If the University 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 Selected Firm/Vendor, the University will promptly provide a copy to Selected Firm/Vendor. Selected Firm/Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University’s reasonable requests in connection with its response.

#### **10. Data Transfer Upon Termination or Expiration**

- a. Upon termination or expiration of the Contract, Selected Firm/Vendor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data destruction to the University.
- b. Selected Firm/Vendor will notify the University of Impending Cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Vendor’s facilities to remove and destroy University-owned assets and data. Selected Firm/Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm/Vendor 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 the University. Selected Firm/Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

#### **11. Audits**

- a. The University reserves the right in its sole discretion to perform audits of Selected Firm/Vendor at the University’s expense to ensure compliance with the terms of the Contract. The Selected Firm/Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all Contracts under which the Selected Firm/Vendor must create, obtain, transmit, use, maintain, process, store, or dispose of University Data.
- b. If the Selected Firm/Vendor must under the Contract create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University’s financial statements, Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test,

performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.

- c. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- d. SOC/SSAE18: To facilitate compliance with SSAE18, vendor must provide the University with its most recent SOC report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

**12. Use of Trademarks**

- a. Selected Firm/Vendor shall not use the name or any trademark of the University without prior written permission of the University, no less than 10 days in advance of such use.

**13. Compliance**

- a. Selected Firm/Vendor will comply with all applicable laws and industry standards in performing services under the Contract. Any Selected Firm/Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Vendor upon request.
- b. Selected Firm/Vendor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Selected Firm/Vendor, 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.

**14. Indemnity**

- a. Selected Firm/Vendor agrees to indemnify, defend and hold harmless the University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages liability injury, expenses, or loss (including defense costs and attorney's fees) caused by or arising out of the performance or non-performance of the Contract by the Selected Firm/Vendor or its agents, subcontractors including the provision of any service or product provided that such liability is not attributable to the sole negligence of the University or to the failure of the University to use the materials, goods, or equipment in the manner already and permanently described by the Selected Firm/Vendor on the materials, goods or equipment delivered.

**15. Survival**

- a. The Selected Firm/Vendor's obligations under Section 10 shall survive termination of the Contract until all University Data has been returned or Securely Destroyed.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party's designated representative's signature.

Selected Firm/Vendor

**George Mason University**

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

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

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

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

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

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