



Purchasing Department
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**REQUEST FOR PROPOSALS
 GMU-JR0904-24**

ISSUE DATE: September 11, 2024
TITLE: Dining Services Management
PRIMARY PROCUREMENT OFFICER: James Russell, Director
SECONDARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director

PROPOSAL DUE DATE AND TIME: **October 30, 2024 @ 2:00 PM ET. ATTENTION:** PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

RFP SCHEDULE: All dates in this RFP are Subject to Change.
In the event of a conflict between the dates listed in this RFP and in Bonfire, the dates listed in Bonfire shall take precedence.
 Go to Mason’s Bonfire Portal for all updates and schedule changes. <https://gmubonfire.com>.

Issue Date	September 11, 2024
Virtual Pre-Proposal Questions due	September 16, 2024 @ 4:00 PM ET
Contractor/Mason Stakeholder Pre-Proposal Conference (Virtual)	September 23, 2024 @ 2:00 PM ET
Mandatory Onsite Walkthrough	September 25, 2024 @ 10:00 AM ET
Contractor Questions Due	September 30, 2024 @ 4:00 PM ET
Mason Response to Contractor Questions	October 11, 2024 by 5:00 PM ET
Proposal Submission Deadline	October 30, 2024 @ 2:00 PM ET
Committee Evaluation	Between October 30th-December 4th, 2024
Notify Finalists	December 11, 2024
Finalist Presentations and Management Candidate Interviews (On-Site)	Week of January 27, 2025 @ TBD
Finalist Negotiations	Through March 14, 2025
Notice of Award	March 14, 2025
Contract Start Deadline	July 1, 2025

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

For assistance with technical questions related to Bonfire, contact support.bonfire@eunasolutions.com or visit Bonfire’s help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

VIRTUAL PRE-PROPOSAL QUESTIONS: Submit all pre-proposal questions through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on **September 16, 2024**. All questions must be submitted through Mason’s Bonfire portal. Various stakeholder will attempt to answer questions during the pre-proposal conference to the best of their ability. All questions asked may not be answered. Questions not addressed in the pre-proposal conference may be resubmitted through Bonfire after 12:00 PM ET September 24, 2024, and will be answered by the Mason Response to Contractor Questions due date and time.

CONTRACTOR / MASON STAKEHOLDER PRE-PROPOSAL CONFERENCE (Virtual): Mason will host a 1.5-hour, virtual pre-proposal conference with key Mason stakeholders on **September 23, 2024 @ 2:00 PM ET** to better understand the visions and objectives for the Dining Services Program. The virtual pre-proposal conference will be structured to allow all contractors to anonymously submit questions to a moderator as listed in the schedule. The virtual pre-proposal conference will be held during the date and time noted in the above schedule. It is recommended that visionary questions vs. data/process clarification questions be the focus for this activity. Contractor questions, Mason responses and discussions occurring in the virtual pre-proposal conference are not binding and do not replace the formal question and answer process.

VIRTUAL CONFERENCE LINK: CONTRACTOR / MASON STAKEHOLDER PRE-PROPOSAL CONFERENCE (Virtual): The pre-proposal conference link will be posted on Mason’s Bonfire Portal no later than COB September 18, 2024.

MANDATORY ONSITE WALKTHROUGH: A Mandatory Onsite Walkthrough will be held on **September 25, 2024 @ 10:00 AM ET**. The walkthrough will start promptly at 10:00 AM, **please arrive 10 minutes early**.

Meeting Location: Merten Hall in front of the Tour and Visitors Center WELCOME sign, on the left side of Merten Hall, when facing the entrance. Fairfax Campus Maps & Parking Map can be found here: <https://info.gmu.edu/campus-maps-and-directions/>

CONTRACTOR QUESTIONS & MASON RESPONSE: Submit all questions through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on **September 30, 2024**. All questions must be submitted through Mason’s Bonfire portal. Responses to questions will be posted to Mason’s Bonfire portal and by 5:00 PM ET on October 11, 2024.

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: _____

Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information.

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 proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide Dining Services Management for George Mason University. George Mason University (herein after referred to as “George Mason,” “Mason,” or “University”) is a public institution of higher education 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:** The Master Services Agreement attached to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents of Mason’s standard two-party contract and Mason’s General Terms and Conditions as outlined in the Master Services Agreement. Any exceptions to the Master Services Agreement and General Terms and Conditions must 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.

As a public institution of higher education and agency of the Commonwealth of Virginia, Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

Note: The Offeror must include any and all terms and conditions, additional documents, and/or statements of work that could potentially be incorporated into a final contract or apply during the term of a resulting contract. As outlined in the Master Services Agreement, Statements of Work (“SOW”) for specific engagements may only include the work to be performed during scope of the specific engagement. Additional terms and conditions will not be accepted on any SOW submitted during the course of the contract. All SOW’s must be on a form approved by Mason prior to the start of the contract.

In addition to the above note, the Offeror must submit with their proposal any agreement that Mason would be required to sign with a third party.

- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

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

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

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

VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

VII. SWaM CERTIFICATION: Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>

VIII. SMALL BUSINESS SUBCONTRACTING PLAN: All potential offerors are required to fill out and submit Appendix 5 with their proposal.

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

IX. PERIOD OF PERFORMANCE: Five (5) years from the Effective Date of MSA with one (1) successive five-year renewal option.

X. BACKGROUND: George Mason University's short history is one of an enterprising and innovative pioneer, creating a major teaching and research university from a small, one-room schoolhouse in just 50 years. George Mason University is recognized as an innovative, entrepreneurial institution with global distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering and information technology, dance, organizational psychology and health care, Mason students are routinely recognized with national and international scholarships. Enrollment is more than 40,000, with students studying in 198 degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 200,000 living alumni with 60% residing in the Washington Metropolitan Area.

Mason has campuses in Fairfax, Arlington, and Prince William counties. In addition to these three campuses, George Mason University operates a site in Woodbridge, VA and has partnered with the Smithsonian Institution to create the Smithsonian-University School of Conservation in Front Royal, Virginia. Approximately 6,000 employees are distributed at these locations. Each location has a distinctive academic focus that plays a critical role in the economy of its region.

XI. STATEMENT OF NEEDS: George Mason is seeking a Dining Services Contractor ("Contractor") to manage its Dining Services Program, comprised of the following services:

1. Residential Dining Services
2. Retail Dining Services
3. Catering/Hospitality Services
4. Summer Conferences/Camps
5. Service of meals and snacks to Child Development Center.
6. Provision of alcohol service as required in conjunction with the above.

The following services are excluded from this RFP request:

1. Beverage and Pre-Packaged Vending
2. Athletic Dining (training table/fueling station)
3. Concessions (not inclusive of possible catering opportunities at the Arena)

See the Appendix 6 - Master Services Agreement and Attachment A - Program Agreement for additional information on the specific services required.

A. STRATEGIC RELATIONSHIPS AND PRIORITIES: George Mason seeks a company that will act as a true strategic and operational contractor in ensuring that the Dining Services Program fully aligns with the University's needs, culture, and standards of excellence. Following are George Mason University's key aspirations and priorities for the Program. Please

note these priorities are in no specific order and should be considered of equal importance to George Mason.

1. Develop a dining program that aligns with George Mason's [Strategic Direction](#); one that celebrates and promotes the **campus culture, George Mason**, and enhances the student's **meta-curricular experience**.
 2. Design an **innovative, and inclusive** dining program, in residential, retail dining, and catering that includes **authentic and international cuisines**, and serves **A+ food**.
 3. Provide a wide array of concepts/menus focused on **health & wellness**, which caters to health-conscious students, to include **athletes**, and focuses on **educating** the community about healthy foods and the impacts on the environment. Continued commitment to provide a **plant-based dining hall** and increase awareness/participation.
 4. Develop strategies that improve the overall **catering program** which makes Mason Dining the preferred caterer offering **high quality** events that are of **good value** to the entire university community.
 5. Offer dining options that are **affordable**, provide **value**, and are **accessible** to all campus community members.
 6. Expand efforts to address **food insecurity**.
 7. Expand **hours of operations** especially during the late-night and weekend hours and ensure menu offerings include healthy and allergen-friendly options during all day parts.
 8. Enhance **sustainability** practices by purchasing (and tracking) local food, expand composting, and increase the use of reusable containers.
 9. Execute an annual **marketing plan** that includes strategic initiatives/events that align with George Mason's focus areas of health & wellness, diversity, social connectedness, education, collaboration, innovation, and creates opportunities for students to develop lasting connections.
 10. Become an industry leader by deploying **cutting-edge technology solutions**, allowing for food to be **ordered, received, and paid quickly**, while also balancing the need to provide venues that encourage/generate **social connections**.
 11. Work with George Mason to propose a new **meal plan program** for FY'27 which simplifies the options and improves participation, especially among faculty/staff and off-campus students.
 12. Secure **capital investment** from Contractor to be able to renovate aging facilities like Southside Dining Hall, The Globe, and change out retail concepts like Subway, Akeno Sushi, and Steak & Shake, and others, as mutually determined.
- B. George Mason intends to work collaboratively with the successful Contractor to create a performance-based arrangement that drives continuous improvement and holds the Contractor accountable to achieve excellence in all areas. The desired financial model is documented in Attachment A - Program Agreement

C. ASSOCIATED DOCUMENTS:

1. Appendix 1 - Site Data & Dining Floor Plans
2. Appendix 2 - Contractor Staffing Plan
3. Appendix 3 - Contractor Financial Proposal
4. Appendix 4 - Proposed Exceptions
5. Appendix 5 - Small Business Subcontracting Plan
6. Appendix 6 - DRAFT Master Services Agreement (MSA): The contractual agreement between George Mason and Contractor Supplemental Provisions (e.g. data security) to include Mason's Data Security Addendum.
MSA Attachments:
 1. Attachment A - Program Agreement
 2. Attachment B - Program Standards: Operating requirements that Contractor must adhere to in performing its services.
 3. Attachment C - Operating Plan: Updated annually; will document key operational information and decisions taken about the Program.
 4. Attachment D - Contractor FY25-26 Year Forecast: Will document the successful Contractor's financial projections and assumptions at the time of MSA execution.
 5. Attachment E - Contractor Investment and Amortization Record: Will document the successful

- Contractor's investments and amortization schedule, as applicable.
6. Attachment F - Contractor Sanitation Responsibilities: Will document the sanitation responsibilities between the Contractor and George Mason University.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

An Offeror may not request any of the following be proprietary and/or confidential in their proposal:

- a. Pricing or any calculation used to determine pricing;
- b. A notation or footer on the bottom of every page with "proprietary and confidential;"
- c. Entire contents of company history or executive summary;
- d. A case study, social media post, or billboard already available to the public;
- e. Name of company or firm listed as a reference;
- f. Any resulting Statement of Work (SOW), Order Form, or Invoice.

ELECTRONIC PROPOSAL SUBMISSION: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only accept electronic proposal submissions via Bonfire for this Request for Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
- b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
- c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
- d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.
- g. Go to Mason's Bonfire Portal for all updates and schedule changes. <https://gmu.bonfirehub.com>
- h. All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP notifications has submitted the Offerors proposal in Bonfire.

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 the information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

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

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

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

3. Finalist Presentations and Management Candidate Interviews (On-Site): Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

See Section XIII.C. for further information on Finalist Presentation and Management Candidate Interview (On-Site).

- B. SPECIFIC PROPOSAL CONTENTS: 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 should submit the following items as a complete proposal.

1. PROCEDURAL INFORMATION & DOCUMENTS REQUIRING COMPLETION

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Primary and Secondary Contact- Provide in your proposal both a primary and backup point of

- contact with the name, title, address, email address and telephone number.
- c. Completed Appendix 2 – Contractor Staffing Plan
- d. Completed Appendix 3 – Contractor Financial Proposal
- e. Completed Appendix 4 – Proposed Exceptions. List exceptions (if any) to attachments or documents that will be made part of the final Master Services Agreement.
- f. Completed Appendix 5 – Small Business Subcontracting Plan.
- g. Include any SOW or supplemental document Offeror may require Mason to sign during the term of the resulting contract. See section IV. Final Contract.
- h. State your payment preference as required in Bonfire. (See section XVI.)

2. EXECUTIVE SUMMARY – Maximum Length: 3 Pages

Submit an executive summary at the beginning of the proposal response not to exceed 3 pages. The executive summary should touch on all components of your proposal and highlight those features that you believe best demonstrate the advantages of selecting your firm for this contract. The summary should not include financial projections.

3. PROGRAM – Maximum Length: 45 Pages

- a. Company Information
 - i. Brief history and overview of your company
 - ii. Company-wide organizational chart
 - iii. Simple list of your higher education and corporate accounts in George Mason University’s geographic region; i.e. Mid-Atlantic
 - iv. Key initiatives: Social responsibility, diversity and inclusion; supported employment; food insecurity
- b. Culinary Approach and Product Sourcing
 - i. Specific to George Mason University, articulate your approach to the following:
 - 1. Menu composition
 - 2. Recipe development
 - 3. Authentic, international cuisines
 - 4. Scratch cooking vs. use of convenience foods
 - 5. Inclusion of organic and/or fair-trade products in the Program
 - 6. Incorporation of locally sourced farm and artisan products in the Program, and how these purchases are tracked.
 - ii. Provide a recap of steps your company has taken over the past 5-7 years to reduce/eliminate growth additives and antibiotics from the foods you purchase and serve and identify what additional steps you intend to take over the course of George Mason University’s contract term.
 - iii. Provide a recap of steps your company has taken over the past 5-7 years to incorporate humane sourcing practices into your purchasing and what additional steps you intend to take over the course of George Mason University’s contract term.
 - iv. Provide a recap of steps your company has taken over the past 5-7 years to incorporate more plant-based options into your residential and retail program and what additional steps you intend to take over the course of George Mason University’s contract term
- c. Residential Dining
 - i. Provide the following:
 - 1. Proposed service concept by mealtime daypart
 - 2. Proposed innovations and/or improvements to the current service model and/or Program
 - 3. Proposed strategies for:

- a. Programming
 - b. Extended hours/late night meal service
 - c. Allergen-friendly dining options, and dietary/religious accommodations
 - d. Take-away service
 - e. Contractor is expected to propose a concept/program that is open to all community members, but geared towards athletes, which focuses on nutrition, performance, and health & wellness education. Concept/program should explain menu design, service delivery, hours of operation, communication of nutritional information, collaboration strategies with Athletics, and venue location (i.e.; The Globe).
- d. Retail Dining
- i. For each dining location, provide the following:
 - 1. Proposed concept
 - 2. Proposed innovations and/or improvements to your current service model and/or Program in the last three years
 - 3. Proposed delivery solution and implementation details
 - ii. For each proposed regional or national brand, describe any implementation limitations in comparison to how the brand operates in commercial settings, including but not limited to:
 - 1. Use and redemption of loyalty programs/rewards
 - 2. Use of non-traditional payment applications (i.e. Apple Pay)
 - 3. Acceptance of brand gift cards
 - 4. Any brand programs, limited time offers or other features that would not be available in a campus dining setting
- e. Catering/Hospitality Services
- i. Provide the following:
 - 1. Techniques you will use to ensure the accuracy, value, and quality of food and service for all Catering events.
 - 2. Proposed innovations and/or improvements to the current service model and/or Program
 - 3. Operating standards for delivery, set-up, staffing, and clean up for Catering events
 - 4. Student Catering Guide/Menu
- f. Customer Feedback
- i. Describe the mechanisms you will use to measure satisfaction and capture customer feedback for:
 - 1. Residential Dining
 - 2. Retail Dining Services
 - 3. Catering/Hospitality Services
 - ii. Describe the protocol you will use in responding to customer feedback.
- g. Marketing
- i. Provide your proposed Year One George Mason- Specific Marketing Plan
 - ii. Based on your knowledge of George Mason University, what are the top 2-3 marketing strategies you believe will be most impactful in engaging the community and driving participation?
 - iii. Opportunities to collaborate with George Mason on educational dining programming i.e.; teaching demonstrations for student athletes.
 - iv. Opportunities to collaborate with George Mason Athletics Programs to promote health and

wellness initiatives and foster community-building among all students.

- v. Describe the corporate staff support and resources the onsite team will receive in developing and implementing Marketing activities.
- vi. Propose George Mason themed and exclusive food item(s) that can be found across campus and used widely as a marketing strategy to promote dining services.

h. Health & Wellness

- i. Provide the following:
 - 1. Health & wellness initiatives you will undertake in Year One, including indicating those you believe are an enhancement to the current program and why.
 - 2. Specific examples of how you partner with Clients in promoting health and wellness
 - 3. Strategy for provision of nutritional counseling and allergen management support for customers with special dietary needs
- ii. For each of the following, what is your production and service strategy for allergen management?
 - 1. Residential Dining
 - 2. Retail Dining Services
 - 3. Catering/Hospitality Services
 - 4. Summer Conference/Camp Services
- iii. For each of the following, how will you provide allergen information?
 - 1. Residential Dining
 - 2. Retail Dining Services
 - 3. Catering/Hospitality Services
 - 4. Summer Conference/Camp Services
- iv. For each of the following, what nutritional information will you provide and how/where will it be provided?
 - 1. Residential Dining
 - 2. Retail Dining Services
 - 3. Catering/Hospitality Services
 - 4. Summer Conference/Camp Services
- v. Describe the corporate staff support and resources the onsite management team will receive in developing and implementing Health & Wellness initiatives.

i. Sustainability

- i. Provide your proposed Year One Sustainability initiatives, including identification of those you believe are an enhancement to the current program and why.
- ii. What additional sustainability initiatives would be beneficial to George Mason in reducing the Program's carbon footprint and how would you lead these efforts?
- iii. What strategies/tools would you use to measure the outcomes of your Sustainability initiatives?

j. Technology

- i. Proposed customer facing technology for:
 - 1. Residential Dining
 - 2. Retail Dining Services
 - 3. Catering/Hospitality Services
- ii. What other technology is available, or in development, that might be beneficial to George Mason University?

- k. Pre-Occupancy Transition Plan
 - i. Provide a detailed Pre-Occupancy Transition Plan that describes your process and risk mitigation for transition and start up should your company be selected.
- l. Investment Plan
 - i. Provide your proposed Investment Plan for the Program over the base term of the contract. For each proposed investment, include:
 1. Service location
 2. Investment description (for example: “new smallwares,” “new concept implementation,” “servery renovation,” “trade dress enhancements,” etc.)
 3. Timeline
 4. Where applicable, imagery, floor plans or other explanatory illustrations helpful in describing the investment
 5. Where applicable, temporary dining solutions
 6. Projected cost
 7. Funding source (Contractor, George Mason or both – if both, specify the required contribution from George Mason University)

4. MANAGEMENT AND STAFFING – Maximum Length: 6 pages

- m. Management
 - i. Account Management Structure
 1. Describe the proposed Management Structure for this account, including on-site, regional/district and corporate support personnel.
 2. Provide an organization chart including regional, district and onsite management and support positions.
- n. Staffing
 - i. Complete the **Appendix 2 - Contractor Staffing Plan**
 - ii. Provide your strategy, process and objectives for:
 1. Ongoing management and staff recruitment, training and retention for the account
 2. Hiring employees of the current Contractor
 3. Student hiring, development and retention
 - iii. If your proposal includes paid student internships, describe the types of positions proposed and the number of internships you will offer.

5. SUPPLEMENTAL PROGRAM INFORMATION (No page limit)

- o. As a separate document, provide the following:
 - i. Proposed menus and pricing for:
 1. Proposed Cycle of Residential Dining Menus
 2. Retail Dining Services, by location
 3. Catering/Hospitality Services for all event types (include budget, moderate and premium options/service levels and a list of all proposed service charges)
 4. Student group-funded Catering/Hospitality Services
 5. Pre-semester early arrivals (typical 5-day menu)
 6. Summer youth camp menu (typical 5-day menu)
 7. Proposed cycle menu and snack of Child Development Center
 8. Adult summer conference menu (typical 5-day menu)

- ii. Proof of insurance for all types and specified limits of insurance required by George Mason as outlined in the Master Services Agreement
- iii. Audited Contractor financial statements for the last two full fiscal years

6. FINANCIAL PROPOSAL

- p. Complete **Appendix 3 - Contractor Financial Proposal** workbook to provide your financial proposal. Ensure that all formulas are correct on each of the spreadsheets in the workbook and notify the Procurement Officer immediately if you believe you find an error. When preparing your financial proposal, be sure to review the financial terms in **Attachment A- Program Agreement** and be aware of the following George Mason preferences:
 - 1. Financial Model
 - 2. All Services: Contractor Profit & Loss for each year of the contract term.
 - 3. Contractor Funded Investments
 - a. The following to be Contractor funded, amortized on the client statement and subject to buyback at 0% interest:
 - i. Smallwares and Trade Dress upgrades required to implement Contractor’s proposal
 - ii. Technology purchases required to implement Contractor’s proposal
 - iii. Facilities renovation required to implement Contractor’s proposal
 - 4. Operational Transition and Start-Up Costs
 - a. To be a Contractor cost of entry, not subject to buyback.
 - 5. Facilities/Utilities (Small and Large) Equipment Fund
 - a. George Mason will pay the cost of equipment maintenance, repair and replacement for its owned equipment (as per the terms of the Program Agreement). George Mason desires the Contractor to provide an annual contribution to an Facilities/Utilities (Small and Large) Equipment Fund to help support these costs.
 - 6. Annual Smallwares Fund
 - a. George Mason desires an annual fund to cover all smallwares purchases.
 - 7. Annual Innovation Fund
 - a. George Mason desires an annual innovation fund to support annual dining innovation projects.
 - 8. Catering Fund
 - a. George Mason desires a fund to offset some catering costs.
 - 9. Risk
 - a. George Mason intends to measure Contractor’s performance via KPIs and a performance scorecard and desires Contractor to propose associated performance risk payments.
 - 10. Working Capital
 - a. To be Contractor funded.
 - 11. Purchase Discounts
 - a. Contractor is expected to provide “high level” transparency regarding the impact of Purchase Discounts on the profitability of the account.

7. PROVIDE REFERENCES AS FOLLOWS

- a. No fewer than five (5) references that demonstrate the Offeror’s qualifications, preferably from other comparable higher education institutions your company is/has provided services for within

300 miles of the George Mason University Fairfax campus and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service. Please inform your references that they may be contacted by at any point during the RFP process with a request for interview.

8. In your proposal response please address the following

- a. Are you and/or your subcontractor currently involved in litigation with any party?
- b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
- c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
- d. In the past ten (10) years has your firm’s name changed? If so, please provide a reason for the change.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

Residential/Anytime Dining	<ul style="list-style-type: none"> • Programs, Menus, Concept Description and Variety • Culinary Approach and Product Sourcing • Innovation and strategy for Residential Dining, • Appropriate Staffing, Customer Service Metrics and Professional Appearance • Labor and Training Practices • Uniqueness of campus community reflected in program offerings • Quality, Variety, Diversity, and Authenticity • Food Safety 	15 Points
Retail Operations	<ul style="list-style-type: none"> • Programs, Menus, Concept Description and Variety • Culinary Approach and Product Sourcing • Appropriate Staffing, Customer Service Metrics and Professional Appearance • Labor and Training Practices • Innovation and strategy for Retail Dining • Uniqueness of campus community reflected in program offerings • Quality, Variety, Diversity, and Authenticity • Food Safety 	15 Points
Sustainability	<ul style="list-style-type: none"> • Strategy • Innovation • Technology • Integration with University educational programs • Local sourcing and tracking of purchases • Expansion of green initiatives • Proposed initiatives: Marketing, Wellness, and Sustainability 	7.5 Points
Management and Organization	<ul style="list-style-type: none"> • Staffing Plan • Demonstrated application of regional/corporate resources at University level • Leadership and other intangible qualities 	10 Points
Financial Proposal & Financial Statements	<ul style="list-style-type: none"> • Proposed financial model • Start-up costs and buyback terms • Investment and buyback terms (if applicable) • Contributions and donations • Performance risk payments 	35 Points

	<ul style="list-style-type: none"> • Transparency/disclosure of purchase discounts • Accuracy and comprehensiveness of pro forma operating projections supported by a financial analysis demonstrating that • Contractor’s proposal is financially sustainable as projected. 	
Catering Operations	<ul style="list-style-type: none"> • Programs to suit all budgets, Menus and Variety • Appropriate Staffing, Customer Service Metrics and Professional Appearance • Innovation and strategy for Catering/Hospitality • Food Safety 	7.5 Points
SWaM Certification	<ul style="list-style-type: none"> • Offeror is a SWaM with Virginia SBSD (Small Business and Contractor Diversity) at the Proposal Due Date and Time 	10 Points

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 offerors will advance to the negotiations phase.***

C. **FINALIST PRESENTATION AND MANAGEMENT CANDIDATE INTERVIEW (ON-SITE):** The format of the Finalist Presentations are expected to be conducted as follows (format subject to change):

1. Contractor Vision for George Mason Dining (75 minutes including 45 minutes for presentation and 30 minutes for Q&A):
 - a. Partnership and Program. Clearly articulate the advantages and benefits of your company and proposed program and the alignment with George Mason University’s aspirations, objectives and standards.
 - b. Management. Discuss your proposed governance and management structure for the account, including your Onsite Management candidates and why they are a good fit for George Mason University.
 - c. Please note no financial information should be discussed through presentations. Financial information may be discussed at a later date.
2. Candidate Interviews (30 minutes) and must only include local candidates. No senior leaders will be allowed in this interview. If a Contractor does not bring any local candidates, this time will be forfeited:
 - a. RDM/VPO
 - b. Executive Chef

These interviews will be privately conducted between Mason and the candidates.
3. Menu Tasting: Presentation and tasting of sample menus are a required component of Finalist Presentations. Detailed requirements will be provided in conjunction with Finalist notifications.

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

XIV. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS: 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 contractor 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, including but not limited to the vendor’s SOC 2 Type (preferred) and/or your third-party hosting vendor’s SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your

organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a SOC 2 Type II for your organization (or other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.

- 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.

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

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

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

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

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor’s bank account. To sign up for electronic payments, please contact the Paymode-X Enrollment Team at 1-800-331-0974 or email enrollment@paymode-x.com. The enrollment team can assist you with any questions about the enrollment process and setting up the membership.

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. 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).

- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore, certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, Contractor, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are 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 the resulting contract because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. 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.
- K. TESTING AND INSPECTION: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

APPENDIX 5
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

Offerors must advise any portion of this contract that will be subcontracted. All potential offerors are required to include this document with their proposal in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date and time for proposals. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: I plan to use subcontractors I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.
- B. If the "I plan to use subcontractors" box is checked, complete Section B of this form. For the proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to any subcontractor, to include DSBSD certified small business for the initial contract period in relation to the offeror's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification Number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors" box is checked, populate the requested information below, per subcontractor to show your firm's plans for utilization of any subcontractor, to include DSBSD-certified small businesses, in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

APPENDIX 6
MASTER SERVICE AGREEMENT (MSA)

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 Master Services Agreement, hereinafter referred to as “MSA,” “Agreement,” or “Contract” entered on this ____ day of _____, 2025 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “George Mason,” “Mason” or “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 Dining Services Management for George Mason University as set forth in the Contract documents.

During the term of this Contract, Contractor may issue Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

III. PERIOD OF CONTRACT: Five (5) years from the Effective Date with one (1) five-year renewal option.

IV. CONTRACT ADMINISTRATION: _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

V. METHOD OF PAYMENT: *As selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a Mason Purchase Order number, or agreed equivalent internal ordering system number, to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 (*or as selected in Payment Terms / Method of Payment*), after receipt of invoice in the accounts payable email inbox.

VI. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):

- A. This signed form “Master Services Agreement”
- B. Data Security Addendum (attached);
- C. Negotiation Summary (attached);
- D. Attachment A - Program Agreement;
- E. Attachment B - Program Standards;
- F. Attachment C - Operating Plan;
- G. Attachment D - Contractor FY25-26 Year Forecast;
- H. Attachment E - Contractor Investment and Amortization Record;
- I. Attachment F - Contractor Sanitation Responsibilities;
- J. RFP No. GMU-JR0904-24, in its entirety (attached);
- K. Contractor’s proposal dated XXXXXX (attached).

VII. 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 the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

VIII. CONTRACT PARTICIPATION: It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

IX. STANDARD TERMS AND CONDITIONS:

A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

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

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

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

C. ANTITRUST: By entering into this 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 this Contract.

- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

This right to audit shall also apply to Subcontractors engaged by Contractor in fulfilling the Contract. Contractor shall make available to Mason or its agents all such records and documents for audit at Contractor's company premises during regular and reasonable working hours within ten (10) business days of a written request for availability and, upon Mason's written request, provide Mason with copies of such records and documents. Contractor shall cause its appropriate employees and agents to cooperate with Mason in connection with such inspections or audits.

Upon request of Mason, not more than once each contract year, and subject to the terms of this section, contractor will provide Mason with information regarding the aggregate amount of discounts, allowances and rebates ("Discounts") that Contractor received from suppliers in connection with purchases of food and supplies for its account at Mason in the preceding year.

Contractor further agrees to disclose within thirty (30) days of receipt any independent auditors' reports indicating findings that affect George Mason.

In the event Mason requests an independent audit of Contractor's books and records pursuant to this Contract, all audit expenses shall be borne by George Mason. However, should such audit reveal a deficiency in the payments paid by Contractor of greater than one percent (1%) of the payments thereof, then Contractor shall bear the cost of the audit with respect to the period in which such underpayment occurred and shall cure the deficiency by paying the deficiency and Mason's audit expenses to Mason within 15 business days.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf of such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation.
- J. 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 Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5

Fairfax, VA 22030

2. The Contractor 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 their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- K. 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.
- L. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- M. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- N. 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.
- O. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to one hundred twenty (120) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

- P. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- Q. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- R. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, “drug-free workplace” covers all sites at which work is done by Contractor in connection with this Contract.
- S. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- T. **EXPORT CONTROL:** 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: notify Mason (by sending an email to export@gmu.edu), and 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.

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

- U. **FOODBORNE ILLNESS:** In the event Contractor has been identified as the proximate cause of a foodborne illness outbreak on a George Mason campus, Contractor shall pay liquidated damages to Mason in the amount of \$50,000 per outbreak.
- V. **HEALTH DEPARTMENT SHUTDOWN:** In the event of a health department shutdown that has been caused by Contractor’s failure to fulfill its obligations under this Contract, including, but not limited to Contractor being identified as the proximate cause of a foodborne illness on a George Mason campus, then in addition to its other obligations under this Contract, Contractor shall develop a response plan within 12 hours in consultation with George Mason and any other appropriate health experts and governmental authorities, which will include Contractor’s engagement of its Quality Assurance Team and a third-party public relations firm at Contractor’s cost.
- W. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- X. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or

services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.

- Y. 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.
- Z. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- AA. 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.
- BB. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason 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. 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. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
1. Commercial General Liability Insurance in an amount not less than two million dollars (\$2,000,000) 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 one million dollars (\$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, and Commercial Automobile Liability Insurance;

5. Liquor Liability: Contractor will be required to provide Liquor Liability Insurance coverage in an amount equivalent to two million dollars (\$2,000,000) each common cause and six million dollars (\$6,000,000) aggregate.

DD. 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.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

EE. LABOR RELATIONS: Contractor agrees to take immediate and reasonable steps to maintain its provision of service under this Contract, without additional cost to Mason, in the event of any labor action involving its employees and subcontractor employees.

FF. MATERIAL CHANGES TO CONTRACT:

1. The Parties agree that the following circumstances constitute a Material Change to the Contract ("Material Change Event").
 - a. Mason adds or removes one or more of Contractor's assigned service locations and/or service rights under this Contract ("Mason Initiated Material Change").
 - b. A negative variance of more than 10% in Contractor's Net Financial Return in comparison to Contractor's original Forecast and the variance is reasonably attributable to a change in the Mason Provided Assumptions underlying the financial arrangement in an applicable Program Agreement. "Mason Provided Assumptions", Contractor's "Net Financial Return" and Contractor's "Forecast" shall be as defined and documented in the applicable Program Agreement.
2. A Material Change Event shall trigger the following process.
 - a. A Party may give notice to the other Party of a Material Change Event. The Parties will meet to identify mutually agreeable operational or service modifications to the Dining Services program to mitigate the adverse financial impact ("Remediation") within 10 days of receipt of notice of Material Change.
 - b. If the Parties do not agree on Remediation, Contractor may request a renegotiation of the financial terms of the Program Agreement ("Financial Renegotiation").
 - c. If the Parties do not agree on Financial Renegotiation within 20 days of notice of Material Change, either party may terminate the Contract in its entirety upon not less than one hundred and twenty (120) days written notice, and Contractor further agrees that its termination date under this provision shall be limited to the close of business on the last service day of an academic term, except as otherwise mutually agreed by the Parties, except to the extent that this right is specifically waived in an applicable Program Agreement.
3. In the event of a Mason Initiated Material Change that results in a positive variance in Contractor's Net Financial Return of greater than 10% in comparison to Contractor's Forecast, Mason reserves the right to renegotiate the financial terms of the Program Agreement so that each Parties' financial return remains fair and equitable.

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. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.
- II. NON-CONTRACTOR PERSONNEL: Contractor agrees that its employees and subcontractors (if approved in writing) shall not bring guests, friends, relatives or children to any Mason building during working hours. This restriction is in place to ensure safety, security, and efficiency at the job site. Contractor shall be responsible for ensuring that its employees and subcontractors are aware of and comply with this requirement.
- JJ. LIENS: Contractor shall at all times keep the property of Mason free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, or labor performed, or materials or equipment furnished) to Contractor pursuant to the terms of this Contract. If any such lien shall at any time be filed against any such property, and Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) days after being notified of the filing of such lien, Mason may, but shall not be obligated to, discharge the same and all costs and expenses (including attorney's fees) incurred by Mason in discharging the lien shall be paid by Contractor directly to Mason within thirty (30) days.
- KK. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provides Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- LL. PARKING: The Contractor and its employees shall adhere to the regulations of the university's Parking Services Office. Valid Contractor permits must be displayed by all Contractor owned and/or employee-owned vehicles while parking on campus. Purchase of parking permits, payment of parking fines or towing fees are the responsibility of the Contractor/vehicle owner. Contact Parking Services at 703-993-2710 for permit information.
- MM. PAYROLL RECORDS: Contractor agrees to maintain electronic payroll records for all personnel, including subcontractors, performing work under this Contract.
- NN. PERSONNEL: All personnel performing work under this Contract, shall be an employee of the Contractor or Subcontractor. "1099 employees" or independent contractors shall not be used. The minimum wage paid to any personnel performing work under this Contract shall be, at least, the greater of \$15.25 per hour or the amount required under Virginia or Federal law. Contractors shall provide all equipment and supplies to their employees that are required for them to perform their duties at no additional expense to the employee.
- OO. PERMITS AND LICENSES: Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Contract, and shall post or display in a prominent place such permits and/or notices as are required by law.
- PP. PRESENCE ON GEORGE MASON CAMPUS: Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the premises shall obey the rules and regulations that are established by Mason and shall comply with the reasonable directions of the institution's officers.

Contractor shall be responsible for the acts of its employees and agents acting within the scope of their employment while on the Premises. Accordingly, Contractor agrees to take necessary measures to prevent injury and loss to persons or property located on the Premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to its pre-existing condition (or otherwise, to the satisfaction of Mason), any damage that it, or its employees or agents, may cause to the Premises or equipment; on Contractor's failure to do so, Mason may repair such damage and have the option to deduct the cost thereof from amounts otherwise payable to Contractor, or Contractor shall reimburse Mason within ten (10) days of request by Mason for the cost of repair.

Contractor shall perform the Services without unreasonably interfering in any way with the activities of Mason faculty,

students, staff, or visitors.

- QQ. 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.
- RR. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- SS. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for one (1) successive five-year renewal option under the terms and conditions of this Contract except as stated in 1. and 2. Below. Changes to financial terms of the agreement 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 average percentage increase/decrease of the "Food Away From Home – Mid Atlantic Region" category of the CPI section of the Consumer Price Index of the United States Bureau of Labor Statistics for the twelve month ending in January of the current calendar year, 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 average percentage increase/decrease of the "Food Away From Home – Mid Atlantic Region" category of the CPI section of the Consumer Price Index of the United States bureau of Labor Statistics for the twelve months ending in January of the current calendar year, for which statistics are available.
- TT. 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/>."
- UU. RENOVATION AND CONSTRUCTION: Contractor agrees to abide by Mason's guidelines for renovation, construction and equipment installation, as may be modified, amended or replaced by Mason from time to time, prior to the start of any Contractor renovation, construction or equipment installation, the Parties shall meet to review and ensure compliance with Mason's most current guidelines. No renovation or construction shall commence without explicit approval of Mason.
- VV. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond and will cooperate with Mason's reasonable requests in connection with its response.
- WW. RESPONSIBILITY FOR PROPERTY AND ASSETS: Mason shall bear no responsibility for the loss, theft, mysterious disappearance of, or damage to, regardless of the cause, merchandise, equipment, inventory, tools, materials, supplies, and all other personal property of Contractor or its employees, subcontractors, or materialmen. Contractor shall take reasonable precautions to protect its property and assets left on the Premises.
- XX. SECURITY: No security staff may be employed by Contractor without the prior consent of Mason.
- YY. 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.

ZZ. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

AAA. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

The following additional requirements shall pertain to all Contractor's Subcontractor contracts: Subcontractor(s) must have proper license(s) and registrations as necessary to perform this Contract in the Commonwealth of Virginia. Contractor is required to assume full responsibility and liability for all project work and services performed by its Subcontractor(s).

Subcontractor insurance requirements must comply with this Contract except as otherwise agreed by Mason in writing.

In all other respects, all contracts between Contractor and its Subcontractors must comply with this Contract. No conflicting terms and/or conditions will be allowed. Contractor is required to ensure that Subcontractor(s) adhere(s) to all provisions and conditions of the Contract.

Contractor will review with Mason any business plans for subcontracting prior to finalization of any Subcontractor contract or conducting of business. Mason reserves the right to approve any Subcontractor business plan. Mason will not be a party to the terms of any contract between Contractor and any Subcontractor but is an intended third-party beneficiary to the contract between Contractor and any Subcontractor.

In no case shall a Contractor subcontract survive the termination of this Contract. Contractor shall furnish Mason with copies of all executed subcontracts.

BBB. SURRENDER OF PREMISES AND EQUIPMENT: Upon termination or expiration of this Contract, Contractor shall vacate all parts of the Mason Premises it occupies, remove its owned furniture, fixtures, equipment and supplies, and restore the building to a clean and well-repaired state, reasonable wear and tear excepted. Failure to do so may result in the condition being remedied by Mason at Contractor's expense.

CCC. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (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. If Contractor is currently SWaM certified, Contractor agrees 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 at <https://www.sbsd.virginia.gov/>.

DDD. TAXES: Each Party shall collect and remit sales taxes, if applicable, on all meals and services for which each respectively collects revenue from customers. The Parties understand and agree that, to the extent such sales are exempt from sales tax under applicable law, the intent is there will be no sales or use tax charged on food and beverage sales to students. However, there may be sales and/or use tax charged on food and beverage sales to non-students. In the case of meal plan sales to non-students, Contractor shall gross up and include the amount of sales and use tax in the price for such plans and shall be responsible for the remittance of any such sales and use taxes.

Any change in sales tax rate is the responsibility of the Party collecting taxable revenue. Mason shall be responsible for possessory interest tax, if any.

Contractor shall pay when due all applicable taxes or assessments. comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority. be responsible for all city, state or federal income or other applicable taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of this Contract.

Mason assumes no responsibility of interpretation or application of various tax laws such as, but not limited to, the collection of retail sales tax.

EEE. UNIFORMS: Company uniforms, or smocks, must be worn at all times by all employees while on Mason property that will identify the Contractor's employee by name or the employee must have a company ID, preferably on a nametag, that indicates their name and company name. The uniformed employees must present a neat appearance. Uniform shall bear the Mason Dining logo. If required by Mason, each Contractor's employee shall have picture identification on their person while performing services.

FFF. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

GGG. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII

was involved, regulatory agencies, or other entities, without prior written permission from Mason.

2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

HHH. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor's facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

III. 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.

JJJ. USE OF MASON FACILITIES: Contractor and its employees or agents shall have the right to use only those Mason facilities that are necessary to perform services under this Contract and shall have no right of access to any other Mason facilities except to the extent such facilities are otherwise open to the public.

Contractor shall neither use nor allow its personnel to use any part of Mason Premises or property for any purpose other than the performance of the Services under this Contract.

Mason may make reasonable regulations for use and occupancy of the Premises and shall give Contractor written notice thereof. Mason's authorized representatives shall have access to the Premises at all times.

KKK. UTILITY SERVICES: Mason shall make electricity, HVAC, potable water, sewer drain, and natural gas available for Contractor's use in appropriate areas. Mason shall maintain utility services and make every reasonable effort to avoid their disruption. In the event any utility service must be interrupted for repair or modification, Mason shall provide Contractor as much advance notice as possible. In the event of any such interruption or any disruption of utility services, Mason shall take reasonable steps to restore them promptly but shall not be responsible for any loss or delay sustained by Contractor resulting from such interruptions regardless of the cause or time period involved, but shall remain responsible for utility disruptions resulting from the negligence of Mason.

LLL. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Contractor Name

George Mason University

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

**Data Security Addendum for inclusion in GMU-JR0904-24 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 under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University’s Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **“Personally Identifiable Information (“PII”)”** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver’s license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **“University Data”** includes all University owned 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.
- c. **“Protected Data”** means data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. ‘Protected Data’ includes both Highly Sensitive and Restricted categories of data as defined in the [University Policy 1114 Data Stewardship](#).
- 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.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected 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). 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 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 Selected Firm/Vendor, including but not limited to 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.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: 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).

4. Insurance

- a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

- a. 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 any Security Breach of Protected Data, 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.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) 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 industry-standard and up-to-date scanning technology, 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.
- b. 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.
- c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

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

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____