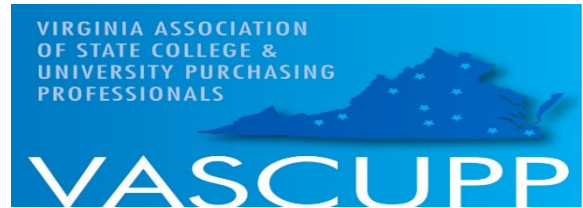




Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030  
Voice: 703.993.2580 | Fax: 703.993.2589  
<http://fiscal.gmu.edu/purchasing/>



## REQUEST FOR PROPOSALS GMU-1547-19

**ISSUE DATE:** April 11, 2019

**TITLE:** Data Management System for Student Support and Advocacy Center (SSAC)

**PRIMARY PROCUREMENT OFFICER:** Katherine Sirotin, Assistant Director, [ksirotin@gmu.edu](mailto:ksirotin@gmu.edu)  
**SECONDARY PROCUREMENT OFFICER:** Michele Rogers, Senior Buyer, [mroger19@gmu.edu](mailto:mroger19@gmu.edu)

**QUESTIONS/INQUIRIES:** E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on April 19, 2019. Please **include the RFP number, GMU-1547-19, in all email communications** or your question/email may be overlooked, sent to spam, etc. and your questions will not be answered. All **questions must be submitted in writing via email**. Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on May 7, 2019.

**PROPOSAL DUE DATE AND TIME:** May 21, 2019 @ 2:00 PM EST. Hand deliver or mail proposals directly to the address above. Electronic (e-mailed) or faxed submissions will not be accepted. A public opening will not be held. Late proposals will not be accepted.

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

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

Name and Address of Firm:

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

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

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

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

Signature

FEI/FIN No. \_\_\_\_\_

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

Fax No. \_\_\_\_\_

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

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

SWaM Certification Number: \_\_\_\_\_

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

**RFP# GMU-1547-19**

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations with one qualified vendor to provide multiple George Mason University units with one cloud-hosted solution to house and manage student case data. The product must securely maintain records, automate communication with database users, streamline communication with students, and organize and report on individual and aggregate data for the Student Support and Advocacy Center (SSAC), Office of Student Conduct, Office of Academic Integrity, Housing and Residence Life, and the Campus Assessment and Intervention Team. George Mason University is an educational institution and agency of the Commonwealth of Virginia.
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason's standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and Mason's General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason's General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.
- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

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

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

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

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

**VIII. PERIOD OF PERFORMANCE:** Base period of One (1) year from date of award with Nine (9) one-year renewal options or as negotiated for a potential contract period of ten (10) years if all renewal options are executed. Renewals shall be executed at the sole discretion of the Department/George Mason University.

**IX. BACKGROUND:** George Mason University is a public research institution with an enrollment of approximately 37,000 students spread across ten schools and colleges in four locations (Fairfax, Arlington, Prince William, and Songdo, South Korea). As of fall 2017, there were 2551 instructional faculty, of which 1306 were full-time and 1245 were part-time. With respect to tenure status, 677 are tenured faculty, 214 are tenure-track, and 1660 are term faculty (420 full-time). Current research expenditures are well over \$100 million and continue to grow steadily.

In the summer of 2016, the Office of Student Support (OSS) and Wellness, Alcohol, and Violence Education and Services (WAVES) merged to form the Student Support and Advocacy Center (SSAC). At the time, OSS used PAVESYSTEMS and WAVES used Titanium to maintain electronic records. PAVESYSTEMS modules were also being utilized by the Office of Student Conduct (OSC), the Office of Academic Integrity (OAI), and the Department of Housing and Residence Life (HRL).

Once SSAC was created, the Center was faced with using two different data management systems to track student cases, which encompassed various functional areas – interpersonal violence, substance use, wellness, and numerous student support topics. Mason requires one comprehensive system with flexibility to address the complex storage and access needs for the various functional areas. SSAC's current vendors are PAVE Systems, to maintain student support cases, and Titanium for substance use cases. Wellness along with interpersonal violence cases are being tracked in paper form.

SSAC has new requirements and an expanded need for data management within the Center. The way records are being maintained is inefficient and prohibitive of effective communication within the Center. The Center needs one comprehensive solution, which can, among others:

- Reliably maintain records;
- Record data that is helpful to staff in an efficient manner;
- Be accessed via web; and
- Create varying levels of user access permissions to different types of records.

**X. STATEMENT OF NEEDS:** The awarded contractor shall provide George Mason University with a behavioral intervention and student conduct management system that will securely automate, organize, and maintain student cases. The system will provide support for a workflow process for the Student Support and Advocacy Center, Office of Student Conduct, Office of Academic Integrity, Housing and Residence Life, and the Campus Assessment and Intervention Team. The University requires a cloud-hosted solution. The vendor will need to provide all personnel and labor, materials, suppliers, equipment, etc. to implement the system and provide training with Mason stakeholders as part of the implementation process.

**A. Specifications:**

1. The contractor must provide software that includes and meets or exceeds the mandatory requirements listed below:
  - a. Online Incident Case Management Database
    - i. Cost-effective support for approximately 70 users of the system
    - ii. Access to at least a seven-year history of incidents that have been input into the system
    - iii. Ability to fully track, create, edit and manage incidents within the system
    - iv. Tools to aid in tracking of at-risk individuals
    - v. Real-time, secure notifications of incident status
    - vi. Meeting management that integrates with Microsoft Outlook and other calendaring systems
    - vii. Document storage for supporting materials (i.e. Microsoft files, photos, videos, etc.) related to incidents with a large storage capacity
    - viii. Hearing and sanction management, including appeals processing and alternative dispute resolution
    - ix. Robust reporting features, including statistics and trend reporting with the ability to export report data to Microsoft Excel and SPSS
    - x. FERPA, Clery and Title IX compliance
    - xi. Behavioral case management for tracking students of concern and threat assessment

- cases as well as conduct case management for student code of conduct and academic integrity cases
- xii. Ability to track all students involved in an incident individually. In other terms, being able to close each student's case individually if other student cases are not ready be closed.
- xiii. Capacity to process and manage multiple processes that are functionally different and separate - processes involving conduct, academic integrity, threat assessment, student of concern, interpersonal violence, wellness, and substance use
- xiv. Reminder function for process managers and students
- xv. Customizable data fields for each unique process with the flexibility to change processes in the future
- xvi. Ability to import data from existing databases
- xvii. Ability to sort data by all fields, including student-athlete status, class status, gender, location of incident, alcohol-related/non-alcohol related, recidivism, age, incident status, incident manager, incident type, etc.
- b. Comprehensive Student Profile Database – Student profiles must contain vital information related to each case (i.e. name, local/permanent address, phone number, e-mail, picture, gender, student schedules, etc.). The product must be able to import student data from the University Banner system, preferably on a daily basis.
- c. Tiered Content User Access
  - i. Platform should provide control over the display and availability of content.
  - ii. Platform should allow for individual content to be restricted by user rights and/or it should allow for items to be hidden by user rights level and at the process level. The administrator of the software should be able to grant varying permissions to different users (some users having access to all cases and others to limited types of cases).
  - iii. Platform must provide the ability to mark records as private and be able to designate specific individuals who have access.
- d. E-mail and Letter Notification
  - i. Platform should provide automated, secure e-mail notification to students (i.e. warnings, conduct meeting scheduling, meeting reminders, and sanction progress)
  - ii. Platform must provide system generated notifications (via e-mail) when new information is added
  - iii. Platform should provide for automated letter printing (i.e. conduct meeting scheduling, sanctions progress, referral summary, etc.)
  - iv. Platform should maintain an electronic record of all e-mail and printed correspondence
- e. Cloud-Hosted Product
  - i. Platform should not require user software installation on desktop computers.
  - ii. Platform must provide access to the software on both desktop and mobile devices. Platform must be optimized for mobile devices and touch screens, including both iOS and Android.
  - iii. Platform must allow for multiple on-line referral forms to be filled out by non-users, which would be directly integrated into the database.
- f. Security
  - i. Contractor will not disclose any network or hardware information without the express written consent of the University.
  - ii. Contractor shall follow and adhere to the University's Network and Computer Use Policy when connecting to any University system or network.
  - iii. Contractor shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of data.
  - iv. As applicable, all FERPA, Clery, and Title IX requirements must be met. Contractor

must ensure that the data remains confidential. Contractor shall continually work with the University to address and resolve all security issues.

- v. All rights to student data are maintained by the University.
  - vi. Contractor will not provide any of the data stored in the product to any sub-contractor or agent without the prior express written permission of the University.
  - vii. Upon termination, cancellation, expiration, or other conclusion of the agreement, contractor agrees to return all data to the University unless the University requests that the data be destroyed. Under no circumstance shall the contractor retain a copy of University data following termination of the agreement.
  - viii. Core database and servers must be hosted within a secure data center meeting VITA and University guidelines.
  - ix. Core database and servers must be backed up daily and off-site disaster recovery backups are required on at least a weekly basis. Data needs to be stored in at least two geographically separate locations.
  - x. Data transfers must be encrypted by SSL encryption.
  - xi. Contractor shall provide a completed Interoperability Security Agreement prior to award.
  - xii. Contractor shall provide an audit trail that details access, changes made, the date and time of each change, who made the change, and from what IP address.
  - xiii. Physical storage of data must be protected from unauthorized access.
  - xiv. Active malware and IDS (Intrusion Detection Software) protection must be in place and actively monitored to prevent exploitation of data.
  - xv. All Microsoft Windows based servers must be appropriately protected with Antivirus and Anti-spyware software.
  - xvi. If a breach of security, confidentiality, or integrity of the data occurs, each party agrees to notify the disclosing party within 24 hours of the occurrence and assist the disclosing party in any subsequent investigation and notification processes.
  - xvii. Contractor must maintain a secure processing environment that includes but is not limited to the timely application of patches, fixes, and updates to operating systems and applications.
  - xviii. Contractor agrees that any and all data will be stored, processed, and maintained solely on designated target servers in the US only and that no data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the contractor's designated backup and recovery processes and is encrypted.
- 2. The software system must be available to users 24 hours a day, seven (7) days per week.
  - 3. Contractor shall describe support options offered, including how these coverages will be provided, and all associated costs. Contractor must respond to service calls by telephone within 24 hours. Contractor shall be responsible for trouble-shooting any problems that develop.
  - 4. Contractor shall be responsible for complete installation/implementation of the software.
    - a. Installation will not be considered complete until all functions required herein and as defined in submitted documentation are successfully demonstrated to user and technical staff.
    - b. Contractor must provide any/all additional software necessary, at no cost to the University, to meet performance requirements if the software purchased from contractor does not meet the specifications.
  - 5. Contractor must provide support assistance to migrate all existing cases, including data/files in multiple formats.
  - 6. Project Management Services
    - a. Contractor shall describe its project management services. These services should include: a timeline and schedule for implementation, resource management; project monitoring; configuration management; quality assurance; test planning; post-implementation support; and

- documentation.
- b. Contractor shall provide a project manager for the project, who should be prepared to draft and submit project plans and project status reports, and participate in regular status meetings.
- 7. Contractor must provide all training required for successful support, administration and operation of the system.
  - a. Contractor must provide comprehensive training within thirty days of implementation on site or via webinar.
  - b. Contractor must provide an electronic copy of the user's manual for the software.
- 8. After negotiations/Best and Final Offer (BAFO) but prior to contract award the contractor must agree to submit their solution/system to Mason's Architectural Review Board (ASRB) for review/approval. See Section XVIII. for additional information about Mason's ASRB and ASRB requirements.
- 9. As part of the Contract Award the chosen contractor will have to agree to sign and accept Mason's Data Security Addendum (DSA) as part of the Contract Award. See Attachment C for DSA template.

**XI. COST OF SERVICES:** Please provide pricing for any systems/software, service, training, travel, etc. and include the following:

- 1. Please provide and break out separately all one-time and recurring costs associated with your offered solution/system. Offerors should provide costs for implementation, support, training, development, and maintenance costs. Your pricing/cost of services quote should include all associated costs for this system/solution/service.
- 2. If there are any discounts available for volume, multi-year commitments, enterprise wide licensing, etc. please make sure to clearly state those in your proposal.
- 3. If the vendor requires any reimbursements for travel or other fees/costs associated with training, implementation, etc. those must be clearly stated and outlined in your proposal. All travel reimbursements shall be in accordance with Mason's travel policies and per diem rates (which are derived from the federal GSA per diem rates). Additional information concerning Mason's travel and per diem rates are available here: <https://fiscal.gmu.edu/travel/learn-about-meals-per-diem-rates/>

**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 original hardcopy (paper) of the entire proposal including all attachments and proprietary information and **seven (7)** extra hardcopies (paper) including all attachments and proprietary information. **A total of eight (8) hard copies (paper)** should be submitted including all attachments and proprietary information (one (1) original copy for the file and seven (7) copies to be distributed to the committee for scoring. In addition, the Offeror shall submit **one (1)** complete signed copy of the original proposal including all attachments and proprietary information, **on CD, thumb drive or other electronic device.** The electronic copy (USB, CD, etc) must be clearly marked with your company/organization name and the RFP number. If your proposal contains proprietary information, then submit two (2) CD's, thumb drive or other electronic device; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2e below for further details). The Offeror shall make no other distribution of the proposals.
  - a. At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.
- 2. Proposal Presentation:
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Each hardcopy of the proposal should be bound in a single volume where practical. The original hard copy proposal must be clearly marked on the outside of the proposal. All documentation submitted with the proposal should be bound in that single volume.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

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

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

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

- 3. Oral Presentation & System/Software Demonstration: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations are tentatively scheduled for the weeks of June 10<sup>th</sup> – June 21, 2019. Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the contractor's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete

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

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Return Attachment A - Vendor Data Sheet.
  - o If you are a certified as a Small, Woman, Minority or Micro (SWaM) business by the Commonwealth of Virginia Department of Small Business and Supplier Diversity (SBSD) at time of proposal submission provide a copy of your Virginia SBSD certification and mark



- your SBSB certification type and number on Attachment A. Failure to provide this information may result in your organization not receiving the five (5) SWaM Points.
- c. State your payment preference in your proposal response. (See section XV.)
  - d. Review and if necessary, provide any exceptions/red-lines to Mason's Attachment B – Sample Contract and Attachment C – Data Security Addendum (DSA). It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract, Mason's General Terms and Conditions, and the DSA. If you intend to amend our contract to include your Master Software/Services Agreement or any additional terms and conditions, please provide a copy of that document with your proposal and clearly state what terms you take exception to.
    - o Note: As an entity of the Commonwealth of Virginia (a government agency) - Mason cannot indemnify a vendor, waive our sovereign immunity, agree to the Governing Law of another state, or limit a vendor's liability in instances of negligence, death/loss of life, or in instances where negligence on the part of the vendor leads to a data breach where sensitive/personally confidential information is lost. Please take this into consideration when submitting your terms and conditions/MSA/or redlining Mason's contract.
    - o Untimely delay or failure to reach an acceptable agreement/contract may result in Mason rejecting your offer.
  - e. Provide your organization's VPAT.
2. General firm background and information:
- a. Provide a background and a brief history of your firm.
  - b. Describe your firm's specialty areas, and their size.
  - c. Describe your firm's location and organization structure. Provide additional detail related to offices likely to serve Mason.
  - d. Describe the nature and extent of your expertise with higher education, research-oriented, or similarly-situated clients, including related information technology environments (including Banner, Blackboard, DataMart (which are used by Mason) or something similar.
  - e. Describe the nature and extent of your expertise with providing a technology solution/system to clients similarly-situated to Mason.
  - f. Describe any impending changes in your organization that could impact delivery of services.
3. Proposal – Functionality and Ability to Meet Stated Requirements:
- a. Demonstrate, in detail, your ability to meet Mason's scope of work/requirements. This should provide detailed explanations, examples, specifications, etc.
  - b. Demonstrate your solution/systems technical capabilities.
    - a. If your solution/system does not currently meet certain requirements, please clearly state which requirements you cannot meet. If there is a roadmap/future capabilities please provide a timeline and outline what those capabilities are.
    - b. If your system has additional, related, capabilities, that are not outlined in Mason's requirements/scope of work, clearly outline what those are and how they may meet current or future needs/requirements.
4. Methodology: Ease of Implementation, Integration, Level of Support, Comprehensiveness, Ease of Use (Input & Output):
- a. Describe your process for working with Mason to deliver your system/solution/services.
    - i. Clearly outline your system/solutions ease of integration, level of support, comprehensiveness, ease of use (input & output).
    - ii. Outline your organization's knowledge, skills, and expected availability / capacity to deliver services.
    - iii. Provide a time/manner/schedule for delivery based on a contract start date of 07/01/19 (tentative contract start date for scheduling purposes only – subject to change).
    - iv. Provide your management and support plan. Include any key personnel and provide their experience, qualifications, expertise, etc. if applicable.
5. Costs: Please provide pricing for any systems/software, service, training, travel, etc. and include the following:
- a. Please provide and break out separately all one-time and recurring costs associated with your offered solution/system. Offerors should provide costs for implementation, support, training,

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

- b. If there are any discounts available for volume, multi-year commitments, enterprise wide licensing, etc. please make sure to clearly state those in your proposal.
- c. Describe how you propose to handle any travel or out-of-pocket expenses related to provisions of these services. Specifically address expenses for resources based in locations near Mason. As part of your offer (if travel reimbursement or travel fees/costs/expense are to be billed) your organization must agree to accept to be reimbursed in accordance with Mason's per diem policies/requirements (GSA per diem rates). Please clearly outline any travel requirements/costs/expenses in your offer.

6. References:

No fewer than three (3) that demonstrates the Offeror's qualifications preferably from other comparable higher education institutions your firm is/has provided services with which are similar in size and scope to that which has been described herein.

- a. Provide references on no more than three (3) relevant active contracts (minimum contract period: one year) or completed contracts within the last three (3) years. Relevant contracts are defined as contracts for services of the same size and scope contemplated herein. The university will focus on information that demonstrates quality of performance relative to the size and complexity of the contract. For each reference provide a brief description of the scope of the contract and state why the contract is relevant. Offerors should identify problems, weaknesses and/or deficiencies in the performance of the contracts given as references and their processes, corrective actions or method of problem solving resolution used to correct the weaknesses or deficiencies. For each reference provide the following information about each contract.
  - i. Name and address of contracting activity to which service is/was provided
  - ii. Contract Number
  - iii. Contract Title
  - iv. Contract Type
  - v. Original contract amount and current (or ending) contract amount.  
(explain reasons for any difference)
  - vi. Contracting officials' names, telephone numbers
  - vii. Contract Level (Prime or Subcontract)
  - viii. Award Date
  - ix. Contract completion/projected completion date
- b. Provide a list of any active contract(s) terminated within the past five (5) years for other than convenience of the owner. If none, state.

C. **IDENTIFICATION OF THE PROPOSAL ENVELOPE:** Return envelopes are not being provided. It is the responsibility of the Offeror to clearly mark submission envelopes identifying the contents as a response to this Request For Proposal as follows (Clearly mark the RFP number and your company name on the box/envelope/etc. in which you are submitting your offers/proposals):

FROM: Name of Offeror \_\_\_\_\_ Due Date/Time: **May 21, 2019 @ 2:00PM EST**

Street or Box Number \_\_\_\_\_ RFP Number: **GMU-1547-19**

City, State, Zip Code \_\_\_\_\_ RFP Title: **Data Management System for SSAC**

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

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

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

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

criteria:

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of Proposal.	25
2.	Methodology	25
3.	Proposed Pricing.	25
4.	References of similar size and scope.	20
5.	Vendor is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	5
Total Points Available:		100

- B. **AWARD:** Following the initial scoring by the evaluation committee, at least two or more top ranked offerors may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which vendors will advance to the negotiations phase.*** Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, Mason shall select the offeror which, in its sole discretion has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Mason determine in writing and in its sole discretion that only one offeror has made the best proposal, a contract may be negotiated and awarded to that offeror. Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Governing Rules §49.D.*).

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

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

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

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

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

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

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

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

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

**XVI. SOLICITATION TERMS AND CONDITIONS:**

- A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:  
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
- B. SPECIAL TERMS AND CONDITIONS – GMU-1547-19 (Also see ATTACHMENT B – SAMPLE CONTRACT and ATTACHMENT C – DATA SECURITY ADDENDUM (DSA) which contains terms and conditions that will govern any resulting award):
1. AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with 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, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated
  2. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the Offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the Offeror(s).
  2. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
  3. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
  4. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
  5. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully

complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia.

6. **LATE PROPOSALS:** To be considered, proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation.

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

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

7. **OBLIGATION OF OFFEROR:** It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the Offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from this contract because of any misunderstanding or lack of information.
8. **RENEWAL OF CONTRACT:** This contract may be renewed by Mason for eight (8) successive one (1) year periods, or as negotiated, under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- a. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - b. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
9. **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.
10. **SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS:** The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
11. **SUBCONTRACTS:** **No portion of the work shall be subcontracted without prior written consent of Mason's Purchasing office.** In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Mason's Purchasing office the names, qualifications, criminal background checks and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its

subcontractor(s) and shall assure compliance with all requirements of the contract.

**XVII. RFP SCHEDULE (Tentative and Subject to Change):**

• Issue in eVA:	04/11/19
• Advertise in Washington Post:	04/12/19
• Vendors submit questions by:	4/19/19 by 4:00 PM EST
• Post Question Responses:	5/07/19 by 5:00 PM EST
• Proposals Due:	5/21/19 @2:00 PM EST
• Proposals to Committee:	5/22/19
• Review and Score Proposals:	5/22/19 – 6/05/19
• Scores to Purchasing:	6/06/19
• Oral presentations/Demos (if necessary):	Weeks of 6/10/19 – 6/21/19
• Negotiations/BAFO:	Week of 06/24/19 – 07/05/19
• ASRB Review:	3-6 Weeks after conclusion of negotiations
• Award:	TBD
• Contract Start Date:	TBD

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

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

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

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

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

The Contractor may not begin work or release product/system to the Department until ASRB review/approval is finalized and a contract has been executed (and/or a Purchase Order has been issued for the contractor to bill against).

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

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

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

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

3. **BUSINESS STATUS:**

A. Type of organization (circle one):

Individual  
Sole Proprietor

Partnership  
Government

Corporation  
Other (explain)

B. Category (circle one):

Manufacturer/Producer  
Service Establishment  
Other (explain)

Mfg.'s Agent  
Distributor

Retailer  
Wholesaler

C. Status: If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number \_\_\_\_\_. For certification assistance, please visit <http://www.sbsd.virginia.gov/>. (Please check all applicable classifications. Must be certified with **VIRGINIA SBSBD** to qualify)

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

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

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

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

I certify the accuracy of this information.

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

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



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

## ATTACHMENT B – SAMPLE CONTRACT

### GMU-1547-19

**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.

If you take exception to any of the terms below please clearly mark which terms you take exception to and provide your red-lines, comments, questions, etc. as part of your offer. Note that GMU is an entity of the Commonwealth of Virginia, a Sovereign Entity, and thus we cannot agree to indemnify a vendor (even if mutual), waive our sovereign immunity, agree to the laws or jurisdiction of another state, waive our right to a jury trial, agree to pay attorney's fees, or limit liability in instances where vendor negligence leads to property damage, loss of life (death) or in instances where vendor negligence leads to a data breach and loss of sensitive data. Take this into consideration when reviewing our contract as requiring Mason to do any of the preceding things may result in rejection of your offer and withdrawal of a contract award. Protracted negotiations may also result in Mason rejecting your offer.

This Contract entered on this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ hereinafter called "Contractor" (located at \_\_\_\_\_) and George Mason University hereinafter called "Mason," "University".

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide a technology solution (system or software) George Mason University with a behavioral intervention and student conduct management system that will securely automate, organize, and maintain student cases as set forth in the Contract Documents. George Mason University is an educational institution and agency of the Commonwealth of Virginia.
- III. **PERIOD OF CONTRACT:** One (1) Year with Nine (9) one (1) year optional contract renewals (or as negotiated).
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** TBD shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
  - A. This signed form;
  - B. Data Security Addendum (date of execution) incorporated herein by reference);
  - C. RFP No. GMU-1547-19, in its entirety (incorporated herein by reference);
  - D. Contractor's proposal dated May 08, 2019 (incorporated herein by reference);
  - E. Negotiation Responses & BAFO dated (date of submission) (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ [23-38.88](#) et seq.) of Title 23 of the Code of Virginia, and in particular § [23-38.90](#) of the Restructuring Act, referred to as the "*Governing Rules*" and the *Purchasing Manual for Institutions*



of Higher Education and their Vendors. Documents may be viewed at: <https://vascupp.org>

**IX. CONTRACT PARTICIPATION:** As negotiated

**X. STANDARD TERMS AND CONDITIONS:**

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

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

1. During the performance of this Contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **AUTHORIZED SIGNATURES:** The signatory for each Party certifies that he or she is an authorized agent to

sign on behalf such Party.

- H. BACKGROUND CHECKS: Contractor's employees must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:  
Chief Procurement Officer  
George Mason University  
4400 University Drive, MSN 3C5  
Fairfax, VA 22030
  2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
  3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
  4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- 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 WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- M. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that

require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract: <http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf>

- 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. **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.
- P. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- Q. **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.

R. **EXPORT CONTROL:**

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

(i) notify Mason (by sending an email to [export@gmu.edu](mailto:export@gmu.edu)), and

(ii) receive written authorization for shipment from Mason’s Director of Export Controls.

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

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

- S. FORCE MAJEURE: Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- T. 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.
- U. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- V. 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.
- W. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at George Mason University.

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

- X. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.
1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
  2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
  3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
  4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.
- Y. 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.

- Z. 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).
- AA. 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.
- BB. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- CC. RENEWAL OF CONTRACT: This Contract may be renewed by the University for nine (9) one-year renewal periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- DD. 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/>.
- EE. SOC/SSAE18: To facilitate compliance with SSAE18, vendor must provide George Mason University with its most recent SOC report and that of all subservice provider(s) relevant to this contract. It is further agreed that the SOC report, which will be free of cost to George Mason University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to Mrs. Peaches Nicholls at [pnicholl@gmu.edu](mailto:pnicholl@gmu.edu) or other representative identified by the University. Vendor also commits to providing George Mason University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by George Mason University in relation to the SOC report.
- FF. 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.
- GG. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- HH. 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.

- II. 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.
- JJ. 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 Here**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Title \_\_\_\_\_

**George Mason University**

**By:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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