



Purchasing Department
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<http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS GMU-1613-20

ISSUE DATE: October 03, 2019

TITLE: Off-Campus Housing Online Database (Listing)

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

SECONDARY PROCUREMENT OFFICER: Michele Rogers, Sr. Buyer, mroger19@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on October 10, 2019. All questions must be submitted in writing. Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on October 16, 2019. Note: Your email must reference in the Subject Line the RFP number, GMU-1613-20 and the word "Question". Failure to mark your email as such may result in your question being missed.

PROPOSAL DUE DATE AND TIME: October 31, 2019 at 2:00PM (EST). Hand deliver or mail proposals directly to the address above. Electronic submissions (emails) will not be accepted. A public opening will not be held. Late proposals will not be accepted.

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

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

Name and Address of Firm:

Rent College Pads, Inc.

Legal Name: _____

College Pads

DBA: _____

1101 N Market St. Suite 200

Address: _____

Milwaukee, WI 53202

47-4654848

FEI/FIN No. _____

414-882-4006

Fax No. _____

mitch@rentcp.com

Email: _____

10/25/2019

Date: _____

DocuSigned by:

Mitch Ehly

By: _____

Signature

Mitch Ehly

Name: _____

Chief Operating Officer

Title: _____

608-843-4773

Telephone No. _____

SWaM Certified: Yes: * No: _____ (See Section VII. SWaM CERTIFICATION for complete details).

SWaM Certification Number: Pending

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.

College♥Pads

Proposal for Open Direct Solicitation - George Mason University



RFP GMU - 1613 - 20

Response Submitted By:

Rent College Pads, Inc.
1101 N. Market Street, Suite 200
Milwaukee, WI 53202

RFP Contact: Mitch Ehly
Phone: 608-843-4773
Email: mitch@rentcp.com

[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.]

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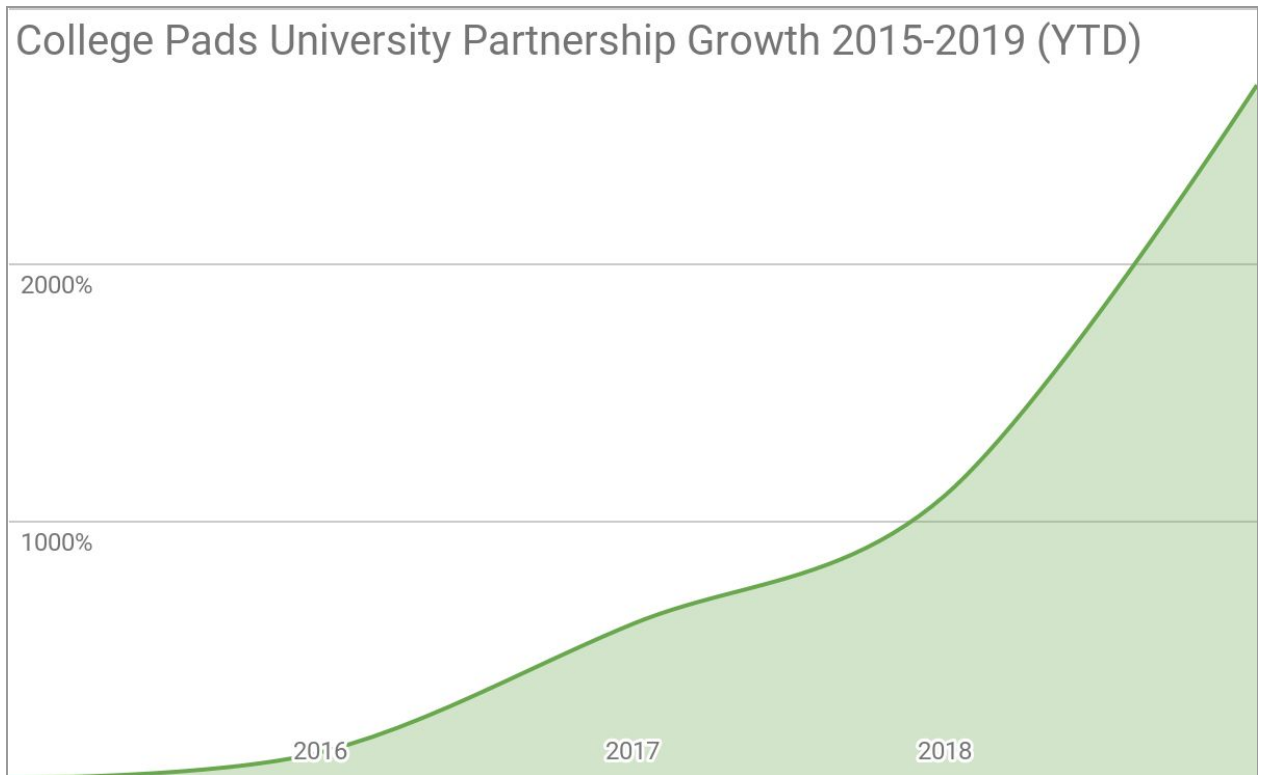
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XIII. B. 2. Qualifications & Experience - General firm background and information:**XIII. B. 2. a. Provide a background and a brief history of your firm.**

College Pads was founded in 2012 to help students navigate off-campus housing and provide a resource to help students make informed decisions off-campus. This initial stage of the company did not focus on formal partnerships with universities, rather the product evolved to stand on its own merits as the most useful off-campus student housing site serving each of its campuses, and also the most useful source of student inquiries for off-campus landlords.

With this focus, the company grew quickly from one campus in its first year, to its current level of 106 campuses, serving over two million students each year and more than 2,500 property management companies. This high growth earned College Pads a spot on the Inc 5,000 fastest growing companies list as #514 in 2018.

The second stage of College Pads has been characterized by an added focus on forming partnerships with universities. This shift toward partnerships allows us to help more students, faculty, and staff find the platform at partner schools and provides the opportunity for collaborative features, such as the new launch awareness blitz, the College Pads Landlord Complaint Workflow, the Preferred Tenant Renter Education Video & Quiz Series, and other value-added features. Bringing the unique value proposition together, the College Pads partner resource can serve the best off-campus database, but also as much more, which begins to account for the rapid growth in partnerships evidenced below.



XIII. B. 2. b. Describe your firm's specialty areas, and their size.

College Pads specializes in building, launching, and growing off-campus housing databases. The company has departments designated for building awareness with students, establishing and maintaining relationships with universities, launching the platform to new landlords, and managing and growing existing campus landlord relationships.

As described in the response to III. B. 2. a., College Pads operates a significant amount of housing databases which did not originate as formal partnership pages (Stage 1 in company background). In more recent years, the company has committed to growing partnerships (Stage 2). The current relative amount of independent databases managed by College Pads is 75% of total campuses, leaving about 25% as partnership databases. This percentage is changing rapidly however, as expansion of independent campuses year to-date have grown by 14% over the prior year and number of University partner pages have grown by 300%.

XIII. B. 2. c. Describe your firm's location and organization structure. Provide additional detail related to offices likely to serve Mason.

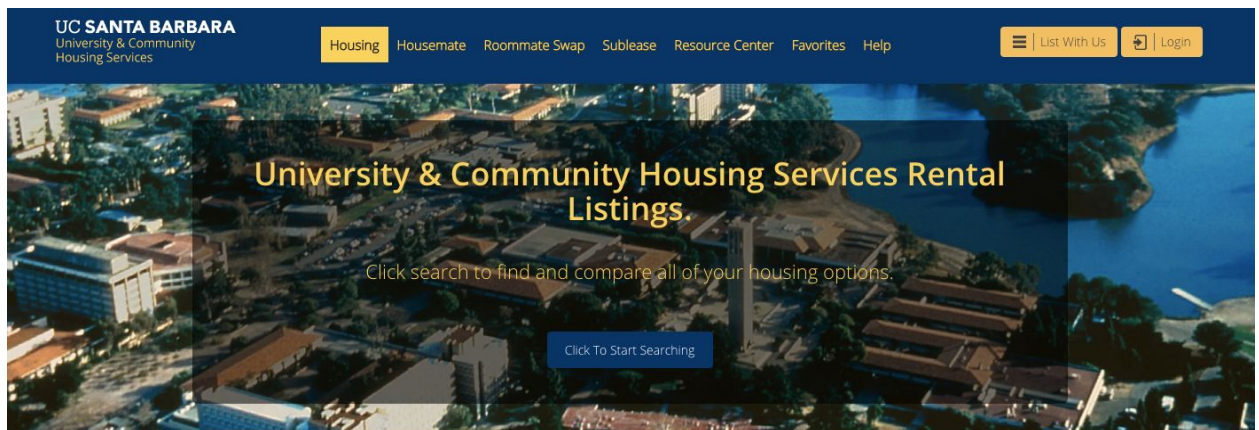
College Pads is a privately-held company with its primary office in Milwaukee, Wisconsin where core support staff, general, and administrative functions are executed. The company has two Vice Presidents of Sales working nationally who bring new landlords to the platform and aid in facilitating new launches. College Pads also has Regional Market Directors who manage campuses in their area, maintaining relationships and adding new

landlords to those markets. Our local representative likely to serve GMU lives in Philadelphia - three hours from GMU and typically works from nearby campuses in Virginia, Maryland, and Delaware.

XIII. B. 2. d. Describe the nature and extent of your expertise with higher education, research-oriented, or similarly-situated clients.

Below are a few examples of College Pads' expertise and experience with similar situated clients. On request, another 10+ examples can be provided with links & screenshots.

University of California, Santa Barbara: A tier one research institution in Santa Barbara, California, UCSB has an enrollment of nearly 24,000. UCSB is similar to GMU in a number of ways, including vacancy rates and rent prices, with average rent in Santa Barbara coming in at \$2,100/mo and Fairfax coming in at \$1,900 on average. We've produced a powerful resource where over 20,000 students per year are using the UCSB platform to search for their apartment.



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Colorado State University: CSU and GMU are also similar in a few ways in that both are research universities and have similar enrollment sizes, with CSU coming in at 34,000 and GMU coming in around 35,000. Colorado State is a new partner for College Pads, having implemented our system in 2019, but has already proven to be hugely successful in terms of student users and participation from local property owners and

managers.

University of Minnesota, Twin Cities - UMN is similar to GMU in that both are in major metropolitan areas, with the greater Minneapolis/St. Paul area having over 3.4 million residents and the Washington, D.C. area having over 6 million. Both have large enrollments as well, with GMU around 35,000 and UMN coming in at over 50,000. College Pads has been partnered with UMN for a number of years and has produced a platform that is currently helping over 47,000 unique UMN students per year with their search for off-campus housing.

XIII. B. 2. e. Describe the nature and extent of your expertise with providing a solution/system (Off-Campus Housing Online Database/Listing) to clients similarly-situated to Mason.

As listed above, College Pads has a number of similarly-situated client Universities. A great example would be the University of Minnesota - Twin Cities. Both GMU and UMN are in highly populated areas with large undergraduate enrollments. At UMN, over the past 3 years, we have driven an incredible amount of student usage by creating a marketplace that students and faculty all access for all property information in the area surrounding campus. To expand, in this market there are approximately 40,000 students that live in off-campus housing. In the past 12 months, we have driven over 47,000 unique users through the UMN platform, showing that more users are using the UMN platform than even live off-campus. Our goal with GMU would be to replicate the same model, and deliver by driving at least 70% of the off-campus population through the platform during the first year of our partnership.

XIII. B. 2. f. Describe any impending changes in your organization that could impact delivery of services.

College Pads has no impending changes that could impact delivery of services. Core staff required to complete delivery have been with the company for multiple years as shown in the response to XIII.B.4. The company is profitable and growing, with a strong, stable cash position.

XIII. B. 3. Proposal - Technological Capabilities (Ability to Meet Stated Requirements):**a. Demonstrate, in detail, your ability to meet mason's scope of work/requirements. This should provide detailed explanations, examples, specifications, or other relevant information.**

College Pads is able to meet and exceed GMU's scope of work and requirements due to the fact that the requirements are equivalent to or less intensive than the scope of work College Pads has completed with other Universities.

College Pads is highly responsive to partner universities. For each university, a primary point of contact is assigned as well as two secondary points of contact and additional, direct contact with the CEO is more than welcome, in practice the College Pads CEO is cc'd on most communication with partner universities because these relationships are among the highest priority in the company and receive an extreme level of care.

The College Pads solution works for landlords exceptionally well, which accounts for our overshoot of the requirement to add 4 to 5 new properties each year. There are several reasons why we are the preferred partner for landlords. The largest reason is that we attract the most students to our page. Landlords prefer to work with fewer advertising partners whenever possible, and instead of having to leverage the user base of several sites, we deliver enough student interest that most landlords can let their listings expire on other sites after a year of listing their properties on College Pads. We have seen in some instances that landlords are used to paying university partner pages for service

and only receive single digit leads through the platform each year. Our platform typically delivers properties and management companies with hundreds to thousands of leads from local students per year, increasing their ROI and delivering a high quality experience.

The College Pads solution works for students exceptionally well. When a student comes to the College Pads page, they immediately see that substantially all their off-campus housing options are listed on the site. They can tell because the screen has a split-pane with listings on the left side and a map view of all the properties on the right side. This is important because in order to feel confident using an apartment search tool, the student needs to see that they will find all their options without having to navigate to other sites to find their other options. Location is always central to the buying decision, when it comes to housing, so a constant readout of locations for the filtered results is valuable. With such an important decision as housing, students like to be thorough and shop around. The strong filter options make it easy for students to refine the list by filters like number of bedrooms, bathrooms, housing type, as well as whether the housing is wheelchair accessible, cat friendly, heat included, and many other filter options. College Pads can also provide Mason data regarding filter clicks, giving us information about which are the highest priority for students as we continue to optimize the website.

College Pads typically manages 2+ housing fairs at partner campuses each year. This involves working out logistics with the University/host, travel to the housing fair, communicating with the landlords in the market, collecting payment, running a College Pads info booth with give-aways, and providing food and music for attendees. Running 3-4 housing fairs at GMU would be well within our capabilities. College Pads also typically adds digital advertising for the housing fairs on campus to increase awareness and attendance.

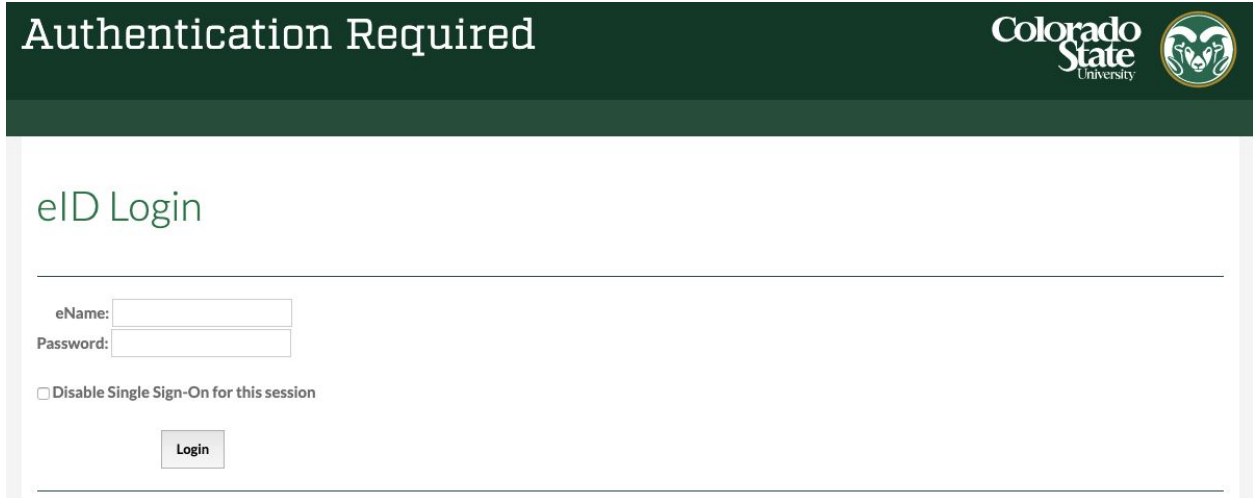
All College Pads partner schools have the ability to remove properties deemed unsafe - Minnesota - Twin Cities and University of Wisconsin - Milwaukee would be good examples. Both schools post policy guidelines they use for removing landlords from the database. These typically include unresponsiveness, three or more unresolved complaints, or code violations.

XIII. B. 3. b. Demonstrate your solution/systems technical capabilities.

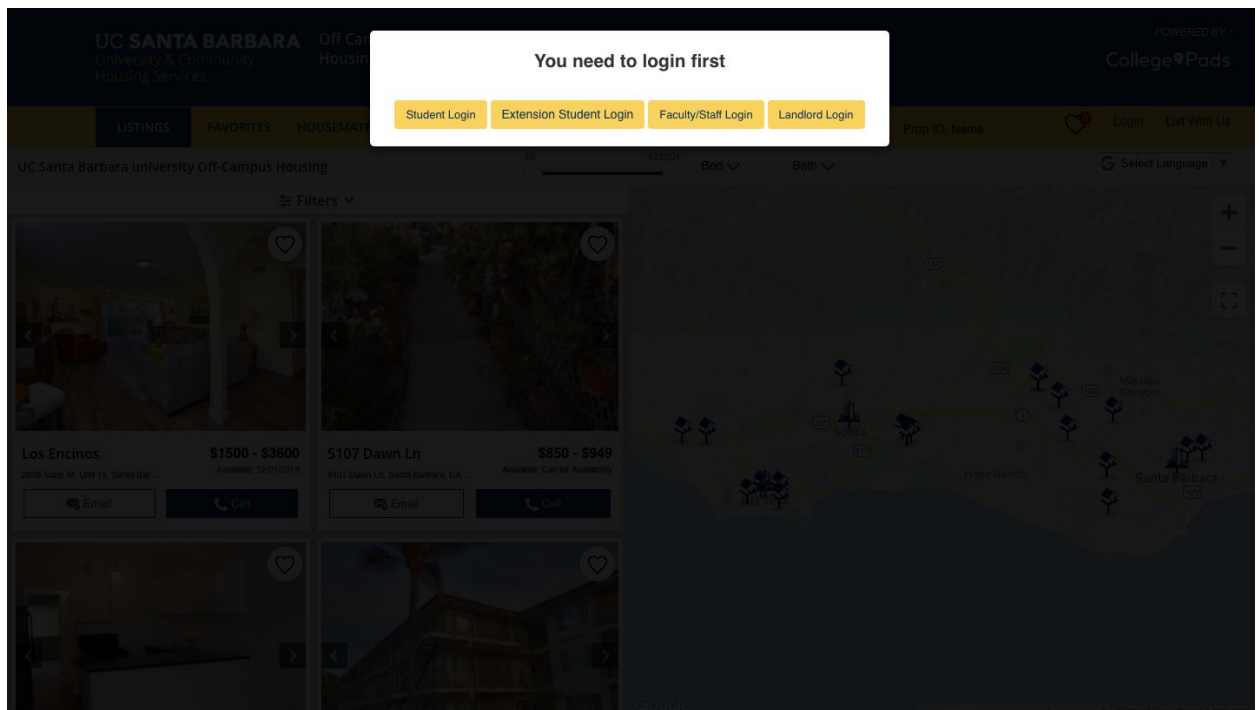
XI.A.4 Online database and listings must be mobile-friendly and require a secure login for Mason students, faculty, and staff only using the Mason NetID. & XI.B.9. An ideal database/website would have single sign on connection capabilities.

In our experience in working with other Universities, we have worked through many different systems to accommodate Single Sign-On, including CAS, Shibboleth, SAML, and more. As

noted in Addendum 1 - RFP GMU 1613-20, as GMU prefers vendors use Shibboleth, RCP has significant experience operating with Shibboleth at other Universities. We see no issue in accommodating GMU's Single Sign-on request with the Mason NetID. We are able to secure the database and listings with secure login.

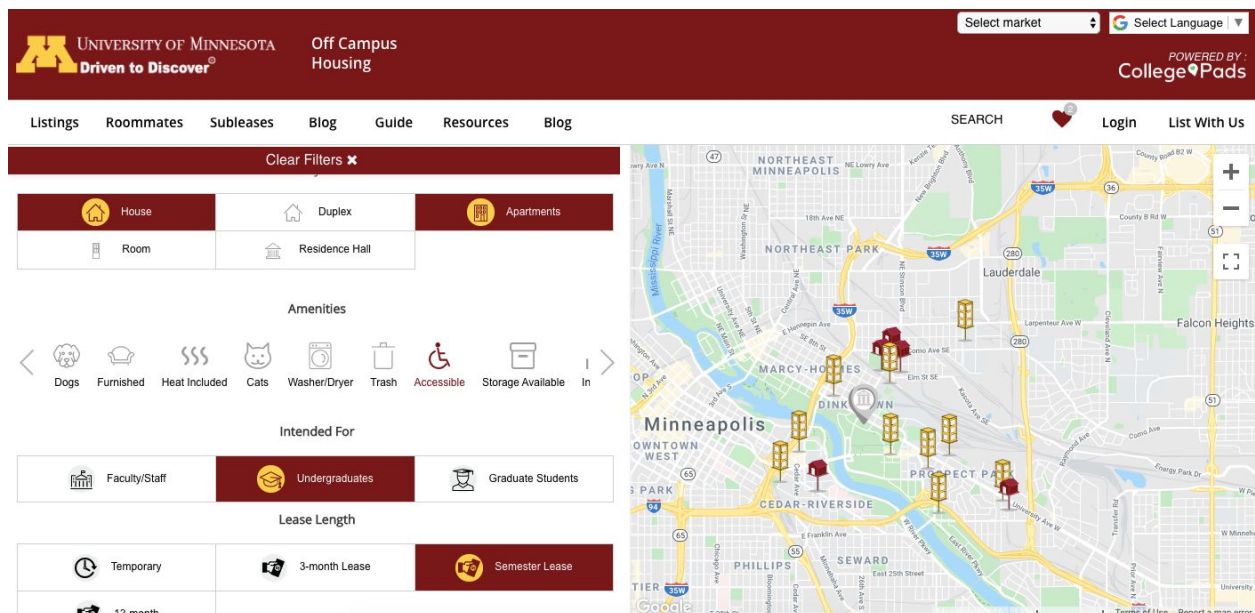


The requirement to build a secured database, integrated with Single Sign-On through Shibboleth is fully within College Pads technical capabilities. We also integrate with CAS, SAML, and custom solutions. An example of one such site would be our partnership with University of California - Santa Barbara. When any user clicks-through to the listing page they are prompted to log in with their Student, Extension Student, or Faculty/Staff NetID. Landlords are assigned separate credentials for their side of the site.



XI.A.5 Listings must include a map and proximity to campuses, transportation, and shuttle services. Students should have the capability to save preferred listings and locate contact information through the database. & XI.B.8. Users (students, staff, and faculty) should have the capability to save preferred listings, location (via a detailed map with transportation information, shuttle/bus service information, and distance travel calculator to campus), and contact information through the database/website.

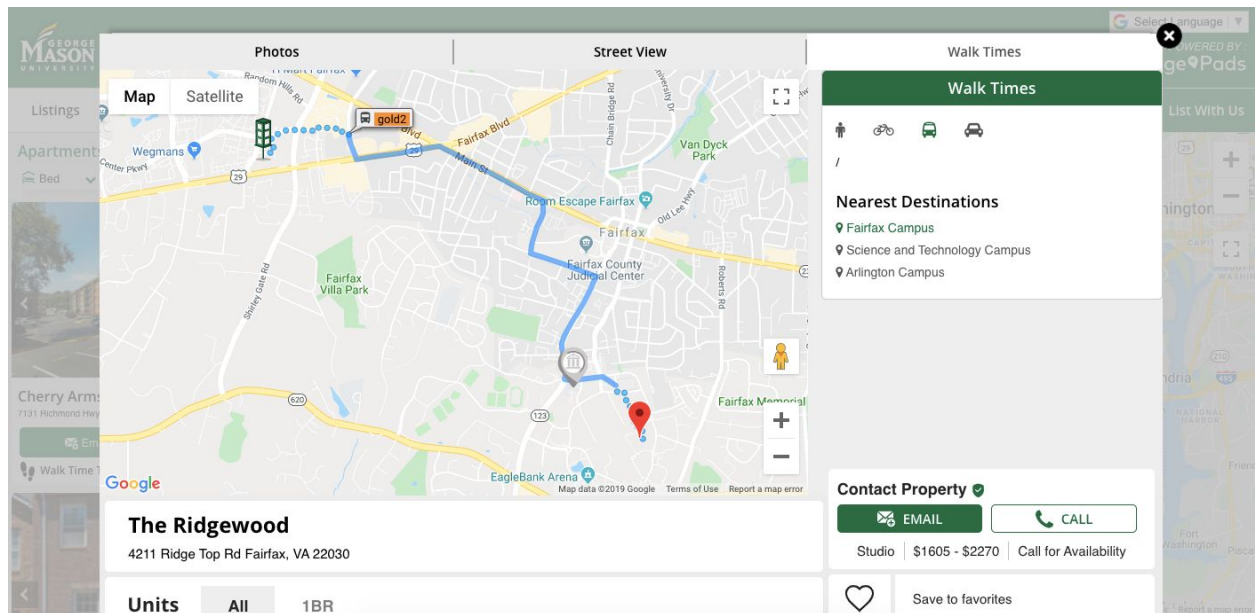
The College Pads platform has a superior interactive mapping capability with its split-pane view including property listings alongside a map even before the user selects filter or search criteria. Our platform allows users to zoom into particular areas of campus, and locate the properties that match their search query quickly and easily. Once filter criteria are applied, the map of all properties near GMU is updated to display only the properties which satisfy the search criteria (# of bedrooms, wheelchair accessible, intended for graduate students, cat friendly, etc).



Once the user selects a property listing, the top pane provides 3 options: listing *Photos*, *Street View*, and *Walk Times*. Street View and Walk Times provide mapping & location functionality to the user. Under the Street View selection, the top pane of the listing shows the user the view of the property as it looks from the street. From this pane, the user can turn the view of the image and travel along nearby streets to gain comfort with the immediate neighborhood of the

property. Under the Walk Times pane, the property is mapped for a walking route to any one of various campus destinations at each of the campuses. From this pane, users can compare walking travel times and mapped routes with the routes/times for biking, driving, and taking public transit. The transit options indicate which bus/rail line to take, and the walking route to get

to the nearest stop.



College Pads users are able to save preferred listings and compare options they have marked as Favorites on desktop, mobile, and through the app on iOS and Android. In addition to the GMU requirements, users are able to easily share their favorite properties with friends and/or family via either Facebook or via email. Each of these options is mapped with transportation options and distance travel calculator to campus, as well as contact information for the property.



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MY FAVORITES

SAVE YOUR FAVORITES, SHARE WITH FRIENDS, AND DISCUSS THEM WITH POTENTIAL ROOMMATES ALL ON ONE PAGE.




2700 4TH ST SE MINNEAPOLIS
\$590 - 1460

1 - 4 Bedrooms
1 - 4 Bathrooms

[Share](#)

[More Info](#)




2508 DELAWARE ST SE MINNE
\$499 - 819

2 - 4 Bedrooms
2 - 4 Bathrooms

[Share](#)

[More Info](#)




22 27TH AVE SEMINNEAPOLIS
\$1241 - 1975

Studio - 2 Bedrooms
1 - 2 Bathrooms

[Share](#)

[More Info](#)



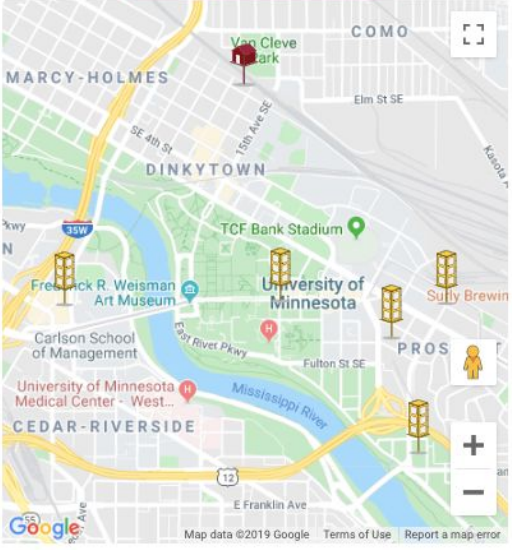
311 SE HARVARD ST MINNEAPOLIS
\$730 - 1645

Studio - 4 Bedrooms
1 - 3 Bathrooms

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[SHARE LIST WITH FRIENDS](#)




COLORADO STATE UNIVERSITY

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My favorites

Save your favorites, share with friends, and discuss them with potential roommates all on one page.




1201 W PLUM ST FORT COLLIN
\$770 - 1510

Studio - 3 Bedrooms
1 - 3 Bathrooms

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821 W LAKE ST FORT COLLIN
\$760 - 1000

2 - 5 Bedrooms
2 - 5 Bathrooms

[Share](#)

[More Info](#)



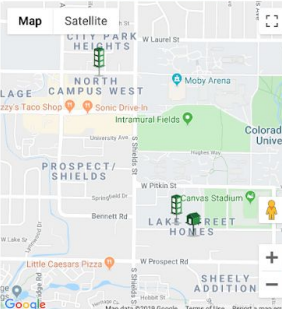
914 W LAKE ST FORT COLLIN
\$1282

1 Bedrooms
1 Bathrooms

[Share](#)

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[SHARE LIST WITH FRIENDS](#)



XI.A.6. Database must have roommate search and matching options that is limited to Mason students, staff, and faculty.

The College Pads database contains a full-features roommate portal, which is secured by NetID Single Sign-On and limited to GMU students, staff, & faculty. The roommate search and

matching portal allows students to post a profile of themselves. The profile fields are completely customizable for GMU, standard questions could include Academic Classification, Academic Year, International or Transfer Student, Personal Description, Cleanliness Habits, Study Habits, Sleep Habits, Pets Information, Social/Activities Habits, Guest Preferences, Living Preferences,, Ideal Rent Prices, Move-In and Move-Out Dates, and more. College Pads can share examples of other Universities' roommate forms for reference points.

The College Pads Roommate and Sublease portals are robust and feature-rich. Secured with Single Sign-On with strong filter functionality, these features quickly become the dominant tool at partner schools which provides a safer experience for students. Housing databases which do not have the high-engagement of a College Pads partnership commonly do not fully replace Facebook or Craigslist with their secured roommate or sublease portals. We would commit to attracting 18,000+ unique users to the site in the first year. We would expect to exceed 23,000 in the next 1-2 years.

Below is a demo profile

Filters

Gender

Smoking

Classification

Lifestyle

International/Transfer

My Living Space Is

Apply Filter Reset Filter

Roommate Near Colorado State University


All Roommate and Sublease posts will remain active for 90 days.

DISCLAIMER:

N/A

[WATCH OUT FOR SCAMS!](#) If it sounds good to be true, it probably is. Do not send or accept payment from any without vetting them first.

[POST YOURSELF AS A ROOMMATE](#)



KIMBERLY AWUOR ONYANGO
Age: 19
Email: kimberly.onyango@colostate.edu
Phone:
Social
N/A

View Less <<

PERSONAL DETAILS:

Academic Classification: Second year

Academic Year: N/A

Are you an International or Transfer Student?: N/A

Tell us about yourself: International student from Nairobi, Kenya studying Microbiology.

LIFESTYLE

How clean do keep your living space? Clean And Tidy

When do you prefer to study? Morning

Do you prefer to wake up early in the morning or stay up late at night? I am a morning person

Are you opposed to having a pet? No

How many nights per week do you participate in social activities? 0-2

Are you open to having guests? No

Do you drink alcohol? Never

Do you smoke? No

Do you prefer living with Males, Females, or No Preference? Female

Open to living with: N/A

My ideal roommate is: N/A

LIVING SITUATION

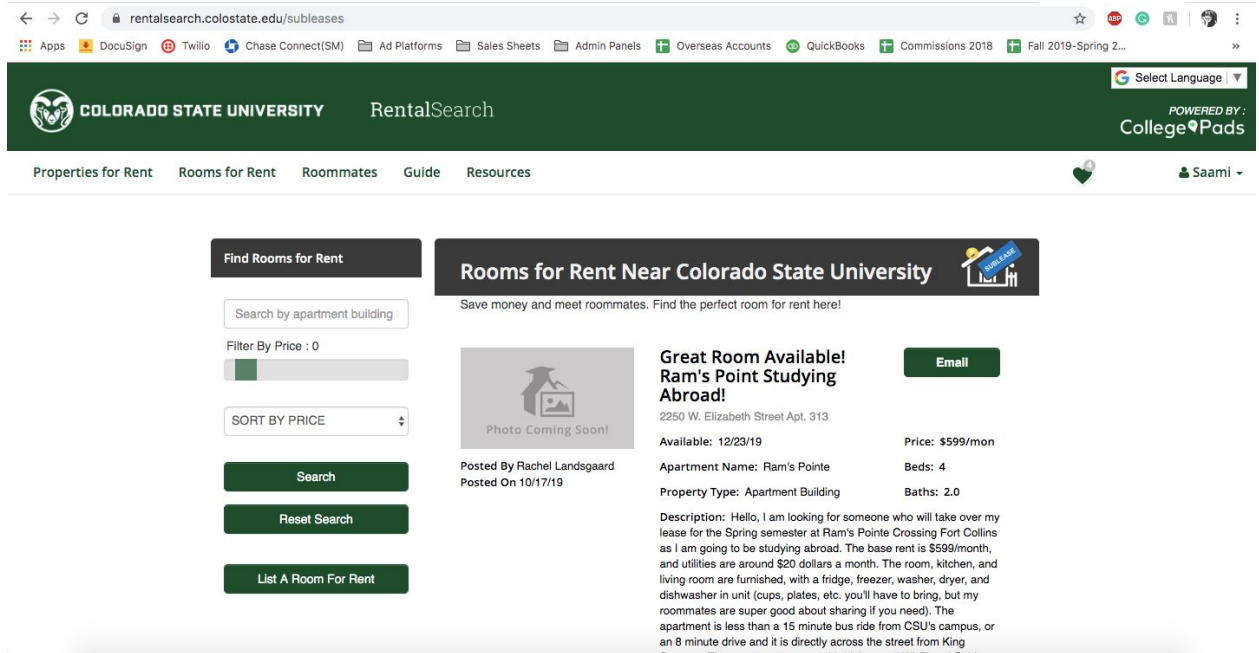
Monthly Rent Budget: \$

Move in: 08/01/2020

Move out: 11/30/-0001

I am still looking for a place.

Posted on: 10/18/2019



XI.A.7. All properties must be safe and comply with all property laws/regulations of the municipalities (Federal, state, and local) in which they reside. The University must have the ability to remove properties and landlords that have been deemed unsafe or unresponsive. Preference will be given to databases that have Single Sign On connection Capabilities.

At other current partner Universities, College Pads can restrict listing privileges to only properties which are reported by the municipality to have no open code violations and rental permits in good standing at the time of posting. We would be able to use data on compliant or non-compliant properties to pre-screen new listing requests if that information is available from the regulating authorities.

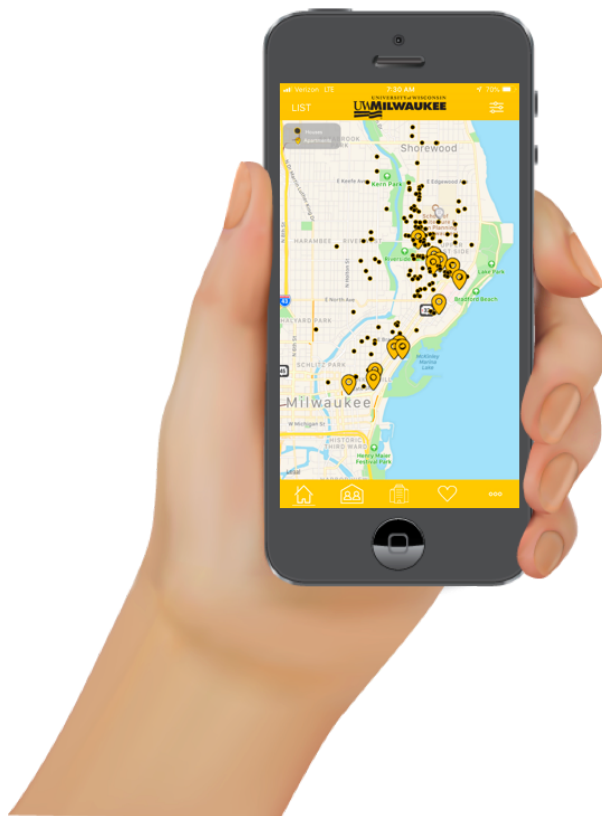
The University would be able to remove properties and landlords that have been deemed unsafe or unresponsive. The policy for removal can be defined by GMU, and RCP is willing to share best practices from other partner Universities as examples for reference. As an example, some of our partner Universities we have facilitated a landlord removal policy by accepting landlord complaints from students, staff, and faculty and given the landlord and student the opportunity to resolve the complaint. Following 10 days, any unresolved complaints are escalated to the University, and any landlord who has 3 or more unresolved complaints is removed from the platform for 12 months. College Pads also has campuses where known problem-landlords have been banned from every listing on the partner site from day 1 of platform launch until notice is provided to RCP of their approval to participate by the University.

XI.B.6. The online database/website needs to be mobile-friendly and require a secure login for Mason students, faculty, and staff only using the Mason NetID.

College Pads online websites are mobile-friendly as officially deemed by Google and the GMU site would be set to require a secure login for Mason students, faculty, and staff only using the Mason NetID via Shibboleth. Beyond the Google mobile-friendly standards, College Pads tracks usage to ensure sites have high-usage on mobile, desktop, and tablet, with both web applications and mobile applications. We typically find 40-45% of traffic from mobile devices (including tablets). We find a healthy range of pageviews per user on both primary versions of the College Pads database. We are typically seeing 4-10 pageviews per user and session length greater than 90 seconds, indicating that the interface is engaging and encourages the user to view multiple properties to make an informed decision.

A white-labeled web application would be available upon request for GMU, which would further enhance the mobile experience.

See below example from University of Wisconsin - Milwaukee:



XI.A.8. 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 (29U.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) 2.1.

Regarding web accessibility, a College Pads-GMU partner platform would comply with WCAG 2.1, all applicable University policies, Federal and State laws and applicable regulations.

The web accessibility guidelines noted pose no issue for the College Pads solution. It is typical that every partner site must comply with a web accessibility standard. Although standards differ between University systems, we have been able to reach an equivalent level of web accessibility for prior builds and will be able to comply with WCAG 2.1.

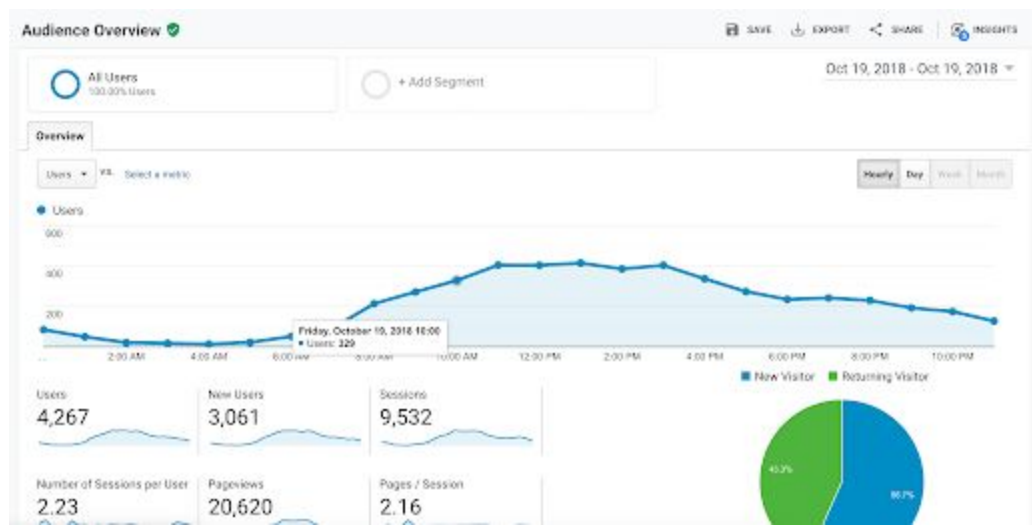
XI.A.9. The University must have administrative access to monitor analytics and website use. Preference will be given to vendors that operate under a revenue-sharing model with the university. & XI.B.12 The University will require full access to all monitor analytics, website usage data, and all other analytics garnered from the website. This can be, but is not limited to, screen “heat” maps, average time on site, average visits per a designated timeframe, a list of users who have visited the website in a given timeframe, the number of “clicks” a listing receives, general user traffic information, etc.

The University will have access to rich data regarding usage statistics including users, sessions, pageviews, types of inquiries submitted (call/email/sms), traffic volume to different housing types, and longitudinal trend data over time.



This RFP requests an ability to monitor analytics. College Pads provides full administrative access to all website analytic data which contains screen heat maps, average time on site, average visits per a designated timeframe, lists of users, clicks per listing, and much more information. College Pads also provides custom data reports to address specific data functions or results that each University might be interested in tracking.

College Pads will help train any GMU staff on how to operate the tracking mechanisms in place so that GMU is able to properly identify key tracking metrics quickly and easily. College Pads will not charge the University for this training, nor continued training throughout the course of the term.

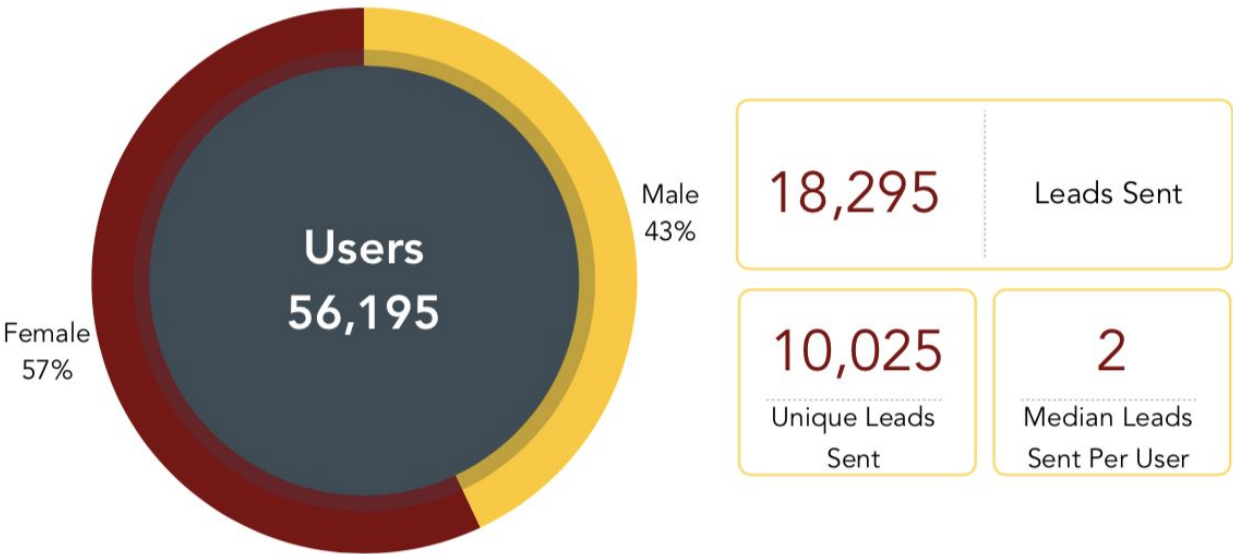
Here are a few example screens from other sites.



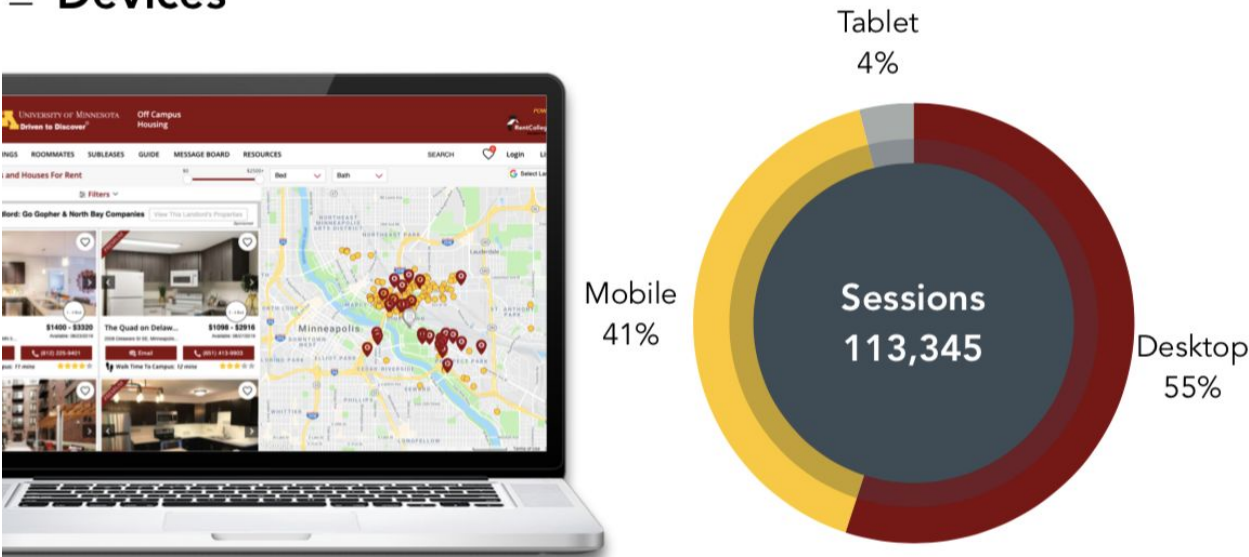
≡ Property Distribution

456 Properties Contacted	<div><div></div><div></div></div>		
	Features	Apartments	Houses
	Count Of Properties	257	199
	Percentage Of Total Listings	56%	44%
	Total Leads	11,845	6,450
	Percentage Of Total Leads	65%	35%

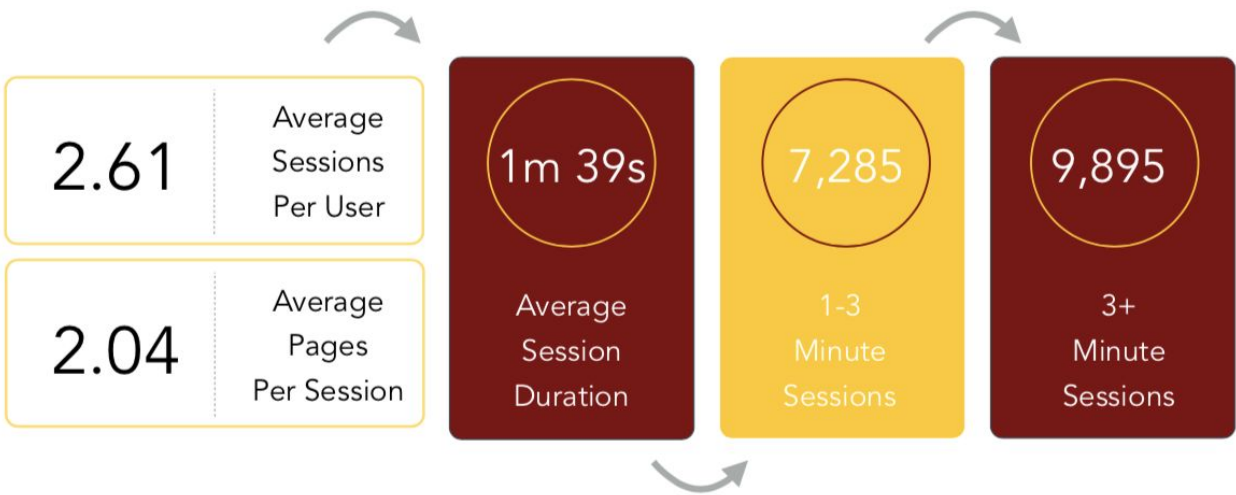
≡ Users & Leads



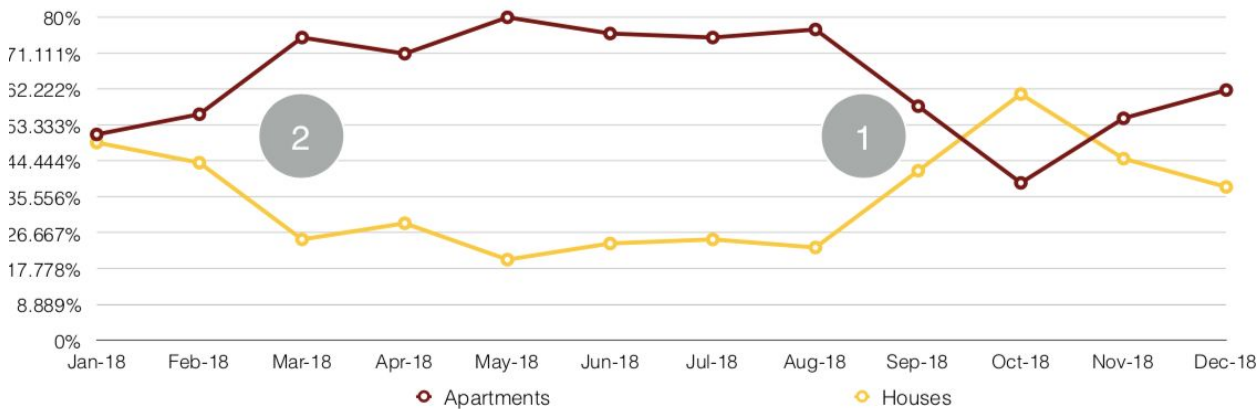
≡ Devices



On-Site Behavior



House & Apartment Lead Distribution



Explanation

The chart reflects the percentage of Leads distributed to apartments and Houses over the leasing season

1. House Season

From September into October
We see students seriously Looking for houses

2. Apartment Season

In March most houses are rented
So we see the traffic shift Towards apartments



XIII. B. 3. c. If your solution/system does not currently meet certain requirements, please clearly state which requirements you cannot meet. If there is a roadmap/future capabilities please provide a timeline and outline what these capabilities are.

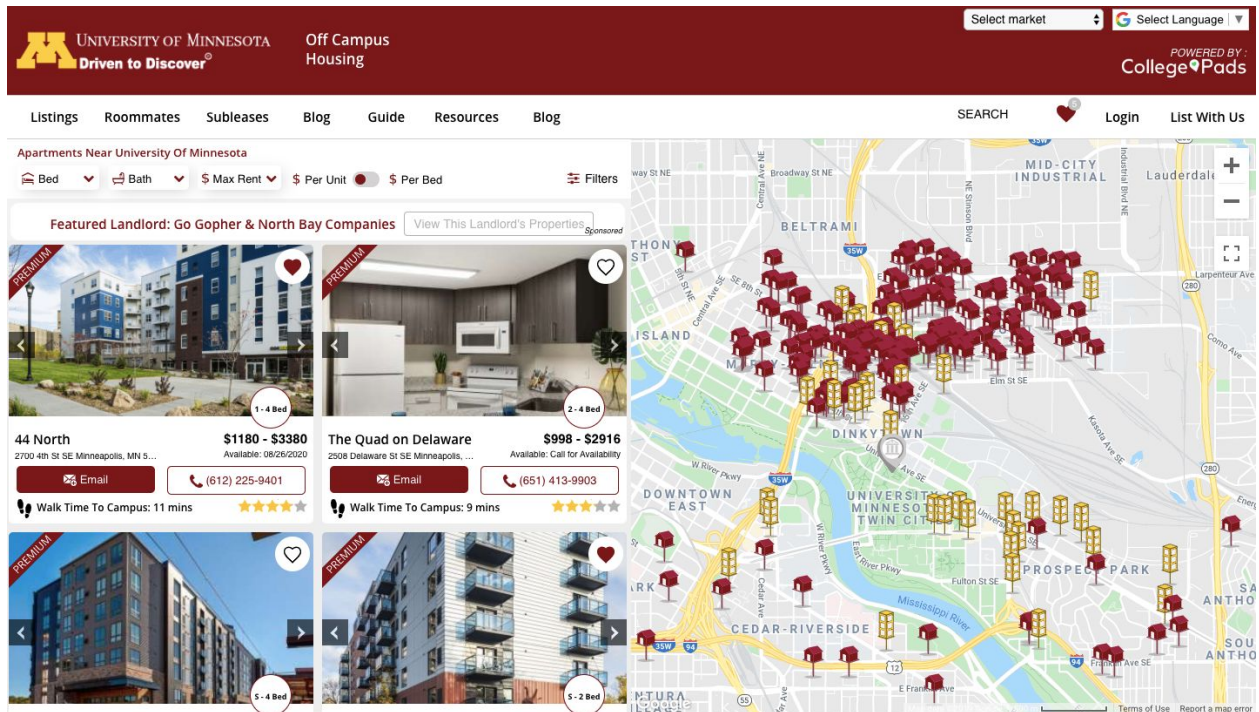
The College Pads solution meets or exceeds all requirements of this RFP.

XIII. B. 3. d. If your system has additional, related capabilities, that are not outlined in Mason's requirements/scope of work, clearly outline what those are and how they may meet current or future needs/requirements.

In addition to the requirements outlined in this RFP, College Pads has related capabilities which may serve to further differentiate the College Pads solution.

XI.A.5 requires listings to include a map

A related capability is the College Pads default split-pane mapping feature on the full listing launch screen. We developed this split-screen listing view after studying user behavior and testing different layouts for the best-in-class user experience. Location and price are the most important housing characteristics to student renters, even regardless of housing type. Users need to immediately see that substantially all their best options near campus are on the site or many users will leave the site to compare offerings at other apartment databases. Web users in 2019 expect to be able to simultaneously modify filter conditions and pan the map view.



^Listing pane^

^Map pane^

College Pads isn't the only company to understand the split-pane view is far-and-away the best user experience. All the major apartment listing sites have the same layout because it is the current state-of-the-art. One can find the same tested layout on apartments.com, zillow.com, hotpads.com, rent.com, forrent.com, padmapper.com, apartmentguide.com, and others. Users who encounter the craigslist.org-esque experience of flipping back-and-forth between either listing view or map view tend to leave the database for want of a more modern web experience, rather than the usability standards of 1990's era technology.

Section XII requests a revenue sharing arrangement.

As stated in that section, in addition to an aggressive 20% share of landlord listing fee proceeds, College Pads is guaranteeing GMU current revenues plus a 25% increase to eliminate any risk involved in switching providers.

Requirement XI. B. 6 requires a mobile-friendly database. As stated in this response, College Pads sites are designated mobile-friendly by Google and through our own extensive testing protocol. Additionally, College Pads would be able to create a white-labeled mobile application for George Mason Off-Campus Housing. This would be a stand-alone mobile app available for download and would provide an even more seamless mobile experience. Additionally, the mobile app helps encourage repeat-use of the official off-campus database for GMU.

An additional capability not explicitly required in this RFP is College Pads' commitment to ongoing development work included at no charge to the University. Changes may include modifications to menu and resource options linked from the database, modifications to the appearance of the page, and additions of additional features such as landlord complaint forms and/or property/landlord reviews. This makes the College Pads solution a permanent enhancement to the student experience at Mason, as it is the system most up to date with the latest internet technology currently available for this use case, and the ongoing development keeps the resource performing at the top standards for user experience for years to come.

College Pads makes a commitment to student engagement, which is not an explicitly stated requirement of the RFP, although student engagement is implied by or supports the other requirements of the RFP.

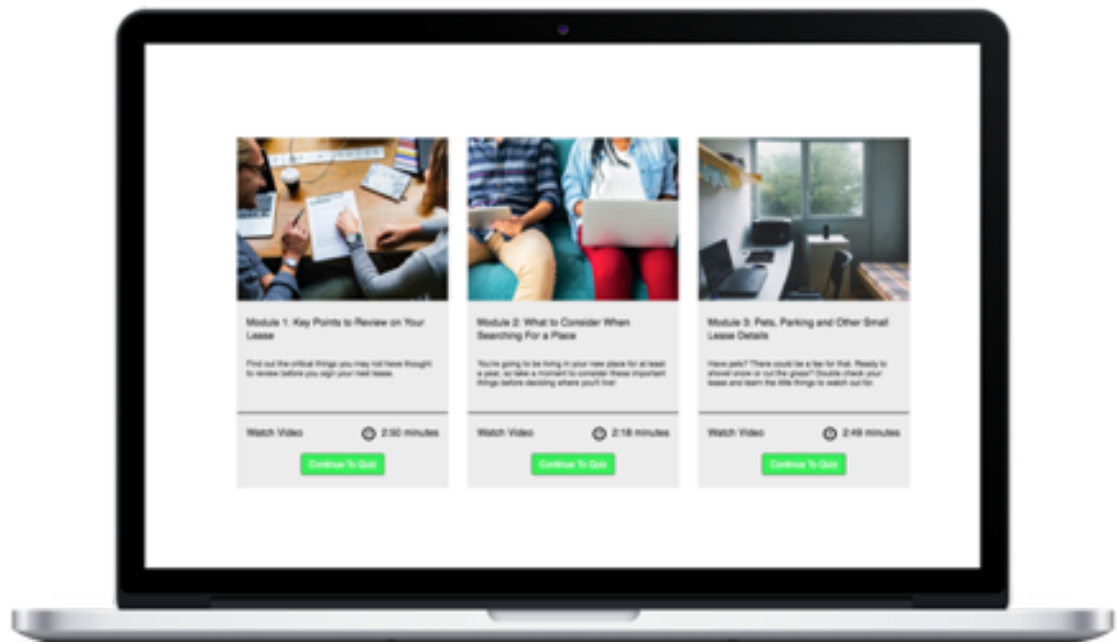
Section X (Background) states the the University seeks to serve the 26,000 GMU students living off-campus with the tool. Therefore a proposal should seek to serve this number of students rather than just make a site available to them. College Pads would commit to capturing at least 70% of this number of students living off-campus as users on the College Pads GMU partner page in the first year - this comes to 18,200 users. In the second year we would expect to have around 90% (23,400 users). When we provide a solution for a university contracted with another provider, we generally provide a 15-fold increase in website users as compared to current site analytics for partner-universities.

This commitment serves other requirements of the RFP as well. For instance XI.A.6 requires a roommate portal. Our experience in other markets shows that when a site is receiving low engagement, students gravitate toward unsecured roommate resources such as Facebook and Craigslist. Students who need a roommate or a subletter are in a vulnerable position and feel a sense of urgency. These students will go to the roommate tool which has the most profiles and most students looking. Having a high-engagement site is the only way to keep students safe while looking for roommates off-campus.

70% 18,200. 90% 23,400

This user engagement commitment also serves the requirement (XI.B.4) that the provider makes a good-faith effort to add 4-5 properties to the database each year. As our response to that prompt indicates, we will vastly exceed this requirement and this over-performance is partially accounted for by the high student engagement with our partner sites. Landlords track how many leases they sign from each advertizing channel and will eschew any channel which does not provide an adequate return. The College Pads partner sites provide extraordinary value to landlords in terms of total number of leads (student inquiries) and lead quality (whether the student knows about the property and wants to tour and sign a lease).

Another additional capability College Pads provides which is not mentioned in the RFP is renter education. College Pads provides, at no cost to the University a renter education resource. This resource is a series of videos recorded with student legal services to provide general advice on important topics such as what to look for in your lease, how to choose a roommate, what do do at move-in and move-out, and how to get your security deposit back. This resource is customizable for each partner-university so as to include campus specific information such as tenant rights and other local or state regulations. Students are then prompted to complete a quiz and be designated as Preferred Renters, which may make them eligible for rent concessions or other benefits. The resource is linked from the apartment search database which provides significant traffic.



XIII. B. 4. Methodology - Customer Service, Representation, etc.:

a. Describe your process for working with Mason to deliver your system/solution/services.

i. Clearly outline your customer service solutions, local representatives, Housing Fairs and Administration in support of Mason.

1. Outline your organization's knowledge, skills, and expected availability / capacity to deliver services

College Pads is perfectly suited to deliver services in support of Mason.

As stated elsewhere in this response, the company already has a representative stationed locally available for the Mason market as well as

multiple other support and sales representatives.

There is substantial redundancy for the purposes of GMU in this team. The College Pads local representative has a backup in the Vice President of Sales. The GMU primary point of contact has three backups in the service and support team. All of these core team members have been with the company for over two years doing substantially the same role as that would be needed for Mason.

This team has the capacity to service the GMU partnership. Although this College Pads proposal provides service over and above the requirements of the RFP and would be highly prioritized in the company, the additional market would only amount to a 00.9% increase in markets served by the College Pads team.

XI.B.1. 1. The vendor must provide active outreach to local properties through a local representative/s and be able to operate in multiple counties (Fairfax, Arlington, and Prince William). The vendor must show how this will function in practice.

College Pads will provide active outreach to local properties through a local representative able to operate in the multiple counties of the GMU community. Below is a breakdown of the College Pads sales process to landlords:

1. Collaborate with GMU to draft a press release to area landlords/property managers/property owners announcing the partnership.
2. Assemble list of all nearby landlords/property managers/property owners who seek to rent to undergraduate students, graduate students, and staff. Add any landlords who own property substantially near the university campuses.
3. The press release is emailed to the list of landlords/property managers/property owners.
4. College Pads assigns a representative to call all landlords on the list and find any which have been omitted to introduce the platform and offer an introductory cost free launch period for listings on the platform, subject to discerned launch time of the platform (also open to GMU's feedback on if they'd prefer to skip this period).
5. This cost free launch period timing coincides with the student leasing season and a student awareness marketing campaign which drives student traffic to the new partner website.
6. College Pads lists substantially all the properties suitable for GMU students and staff.
7. During the launch period, College Pads reps reach out to all the landlords/property managers/property owners on the platform to ensure

student inquiries are being handled and going to the correct email inboxes and phone numbers.

8. As the launch period nears expiration the College Pads partner site, our local representative contacts landlords/property managers/property owners to set personal face to face meetings to discuss their experience with the platform and go over their web traffic and inquiries from the listings, as well as leases signed by users of the GMU/College Pads platform.
9. At this meeting the College Pads local representative will cover results, provide listing options, and work with landlords/property managers/property owners to select the most applicable listing option for their business.
10. The local representative typically talks with current customers of the platform approximately monthly (based on their availability and preferences) and continues to engage with any landlords/property managers/property owners not currently on the platform.

XI.A.1. Vendors must provide active outreach to local properties through a local representative and be able to operate in multiple counties (Fairfax, Arlington, and Prince William). This local representative must provide updates to the University administrators in Contemporary Student Services at least once a month. & XI.B.2. The vendor must provide a local representative/s to interface with the local communities/counties.

College Pads local representative will be available for on-campus visits for the GMU community throughout the course of the year. At peak leasing times for the GMU/College Pads platform customers, the College Pads local representative will be on-campus frequently to continually engage customers and prospects of the platform.

During the market launch and for some housing fairs, we will exceed this metric by supplementing our local representative with an additional sales or support representative.

XI.A.2. Vendors must show good faith effort to add a minimum of five properties each year to the listings.

XI.B.3 The vendor must provide the monthly reports on the progress/status reports on the local representative/s work on locating properties for listing. These reports should include properties that will be added to the listing, properties that will be removed and the reasoning for the removal, and any properties that have been noted as troublesome but not removed from the listing.

The report may include additional information that the vendor deems appropriate to share with Contemporary Student Services administrative staff.

XI.B.4 The Vendor needs to provide proof of good faith efforts being made to add a minimum of 4 to 5 properties to the listing annually. All properties must be safe and comply with all property laws/regulations of the municipalities in which they reside (Federal, state, and local). Ideal properties would be located near Mason's Fairfax and Arlington campuses.

We will exceed the requirement to add a minimum of 4 to 5 properties each year and we guarantee to add at least 125 properties in the first year of the contract and we aim to add another 50+ by year 2, prioritizing the properties intended for student housing and areas most suitable for student living.

College Pads is able to provide proof of good faith efforts to add properties to the database in several forms. Upon request, an export of all activities completed (calls, emails, meetings, invoices, payments) with landlords over a defined time period will be sent to the University.

College Pads has a proven capability to restrict listed properties on partner databases to be compliant with regulations within municipalities in which they reside. One such example would be University of Wisconsin - Milwaukee. For this partnership, College Pads cross-references the publically available city record of properties with recent code violations and the University's record of unresolved landlord complaints and only lists properties which are free from code violations and recent complaints. If it is possible to access information such as current or expired rental licenses and/or other violations from the regulating authorities, College Pads would be able to restrict access to the platform to only properties which pass these tests.

Although XI.A.2 requires a good faith effort to add a minimum of five properties each year to the listings, through its normal course of business, College Pads will exceed this requirement by a wide margin. The current listings on och.gmu.edu total 125 properties, College Pads will guarantee to match or exceed this number of properties on the site in the first year and will continue to add properties each subsequent year of the agreement.

Here are examples of launches at other schools of a variety of size & setting.

51,000 enrollment, city setting (UMN):

Year 1 - 191 properties added

Year 2 - 37 properties added

Year 3 - 9 properties added

22,000 enrollment, suburban setting

Year 1 - 336 properties added

Year 2 - 43 properties added

Year 3 - 170 properties added

Year 4 - 128 properties added

22,500 enrollment, city setting

Year 1 - 171 properties added

Year 2 - 8 properties added

Year 3 - 70 properties added

Year 4 - 237 properties added

43,000 enrollment, city setting

Year 1 - 273 properties added

Year 2 - 57 properties added

Year 3 - 62 properties added

Year 4 - 212 properties added

66,000 enrollment, urban setting

Year 1 - 351 properties added

Year 2 - 248 properties added

Year 3 - 27 properties added

Year 4 - 188 properties added

XI.A.3. Vendor must manage properties and payment collection for 3-4 Housing Fairs on campus each year. & XI.B.5. Vendors are required to manage the attendance and collection of payment from properties for 3-4 Housing Fairs per year.

We will will manage properties and payment collection for 3-4 Housing Fairs on campus each year. We will conduct communication to landlords, coordinate with space reservation administrators, would provide an extensive marketing plan and budget to promote the fairs, and and would gladly provide food for attendees. This is well within College Pads capabilities as the company manages housing fairs at campuses in each major region of the United States.

XI.B.11. The University must have the ability to immediately remove properties and landlords deemed unsafe, unresponsive or fraudulent.

The University will have the ability to remove any properties or landlords for any reason. During business hours, properties will be removed as soon as contact from the University initiates the change to the database, typically within 60 minutes during business hours (8:00 AM to 5:00 PM CST Mon-Fri). Outside of normal business hours, RCP will make every commercially reasonable effort to ensure that situations are handled promptly and effectively. GMU will have access to cell phone numbers and email addresses for RCP's CEO, COO, and CMO.

Dominic Anzalone - Chief Executive Officer and Founder - 262-498-9909
- dom@rentcp.com

Mitch Ehly - Chief Operating Officer - 608-843-4773 - mitch@rentcp.com

Jeremy Schmidt - Chief Marketing Officer - 414-526-4179 -
jeremy@rentcp.com

2. Provide a time/manner/schedule for delivery based on a contract start date of 01/01/2020 (tentative contract start date for scheduling purposes - subject to change).

GMU has a year-round leasing season with a peak in the spring, so with a contract start date of 01/01/2020, College Pads would aim to launch immediately once integration/delivery is complete. Below is a timeline.

- Weeks 1 & 2:
 - University Partner and College Pads will meet to discuss the month's schedule and specific steps needed for an implementation to be finished by the end of six weeks.
 - College Pads provides DNS and Single Sign-on (SSO) instructions for GMU IT.
 - College Pads will meet with University IT to discuss Single Sign-on integration and DNS requirements
 - University Partner and College Pads will work together to format an announcement to current customers.
 - University Partner will send the agreed-upon announcement letter to current customers.
 - By the end of the week two, University Partner will send College Pads 3-5 quality EPS, JPEG, or PNG images of GMU logos, campus landmarks, buildings, and other distinguishing features of campus for use in the landing page and the College Pads listing page.

- College Pads reaches out to all off-campus student housing landlords to establish a relationship and populate the site with their property information.
- College Pads will create a demo site hosted on a separate domain testing
- Week 3
 - College Pads will send a letter of introduction to current and additional known property managers, announcing partnership and providing College Pads contact information
 - College Pads technical team will meet with University Partner IT department to test initial configuration of University PartnerNetID Authentication and make any necessary changes
 - College Pads developers will finalize the development of landing page (in PHP) and provide URL for University IT to redirect to from the approved URL.
 - University Partner IT will edit the existing och.gmu.edu subdomain to point to College Pads servers
 - Both parties will agree on list of features and resources to be included on landing page and determine what data needs to be collected to move forward with completion of design.
 - Both parties will have a phone call meeting to discuss progress, completion timeline, any issues that have risen, and next steps.
 - University Partner will email the student population informing them of the transition in the service and the anticipated launch date and providing them FAQs provided by RCP as well as a link to RCP website so that they can find the site later and experiment with its features.
 - University conducts web accessibility test on new partner site and sends results to College Pads for any needed edits
 - Both parties meet via videoconference for final inspection of partner site and College Pads makes any requested edits.
- Week 4
 - Upon approval of product, College Pads begins student awareness campaign and landlord account management
 -
- Weeks 5-12

- College Pads meets with landlords to review results and sign them to full-term contracts
- College Pads sends monthly reports to GMU Administration

3. Provide your management and support plan. Include any key personnel and provide their experience, qualifications, expertise, etc. if applicable.

The College Pads management and support plan includes several team members who will be active at various times throughout the process.

- During initial meetings and other conversations for any presentations, additional negotiations, questions or other needs, Mitch Ehly will be the primary point of contact for Mason with active support from Steve Catlin and Dominic Anzalone.
- Configuring the GMU site according to the specifications in this RFP, including Single Sign-On, DNS, Roommate, and other features will be led by Jeremy Schmidt and Callie Kollenbroich with support by Mitch Ehly.
- Jason Lewis will lead landlord outreach and account management with initial research and outreach support from Tom Burns. Jason will also provide updates and local support for any in-person needs from GMU.
- Jeremy Schmidt will lead the site launch process and awareness efforts with support from Callie Kollenbroich.
- Housing fairs will be coordinated and executed by Ali Bartmer with support from Jason Lewis.
- Ali Bartmer will provide ongoing support for GMU with support from Steve Catlin and Mitch Ehly.

This management and support plan involves several teams within College Pads and defined levels of responsibility and back-up support. The result is a highly coordinated and efficient execution of the plan with clear lines of responsibility and contingency planning which ensure that there is no situation in which the necessary steps and communication would not be completed. Although the support team for GMU will involve all 8 of these team members for seamless launch and management, this is not to imply in any way that Mason will need to communicate with all these individuals directly. GMU will have a single point of contact in Mitch Ehly and optional alternative contact with Dominic Anzalone, Steve Catlin, and Ali Bartmer.

1. Dominic Anzalone - Chief Executive Officer. Founded College Pads and expert in all aspects of the business.

2. Mitch Ehly - Chief Operating Officer - operations, sales, and management experience for 8+ years. College Pads tenure 5 years
3. Jeremy Schmidt - Chief Marketing Officer - Marketing experience 10+ years. College Pads tenure over 4 years
4. Jason Lewis - Local Representative - account management, support, and sales experience for 5+ years. College Pads tenure over 2 years.
5. Tom Burns - National Vice President Sales - Sales and account management experience 10 years. College Pads tenure over 4 years.
6. Callie Kollenbroich - Operations Manager - operations, communication, and support experience 6+ years. College Pads tenure over 4 years.
7. Steve Catlin - Director of Strategic Partnerships - business-to-business, and institutional partnership development for 9+ years. College Pads tenure 0-1 years
8. Ali Bartmer - Director of University Relations - operations, support, and account management experience 7+ years. College Pads tenure over 3 years.

XIII. B. 5. Revenue Sharing Arrangement Requirement XI.B.13. *The vendor will operate under a revenue sharing model with the university. REVENUE SHARING ARRANGEMENT*

Pricing for Systems/Software:

Software Set Up: No cost to University

Training: No cost to University

Single Sign-On Integration: No cost to University

Digital Advertising Campaigns: No cost to University

Roommate Profile Approval Set Up: No cost to University

Removal of Existing System: No cost to University

College Pads is willing to offer the following in regards to a Revenue Sharing agreement with GMU:

- Guaranteed Minimum Payout: 125% of current revenue share value (upon College Pads receiving and reviewing proper documentation on current revenue share value). See example below for further details.

OR (whichever is greater each year of term)

- 20% Profit Share - 20% share on all profit from all listing subscriptions on the GMU/College Pads platform.

Examples of College Pads' Revenue Sharing proposal:

Based on revenue share values listed below:

Current GMU Rev. Share	College Pads Min. % Growth	College Pads Minimum Payout
\$20,000.00	125%	\$25,000.00
\$30,000.00	125%	\$37,500.00
\$40,000.00	125%	\$50,000.00
\$50,000.00	125%	\$62,500.00

OR

20% Profit Share (whichever is greater each year of term)

Profit Generated from Listings	Share %	Profit Share
\$50,000.00	20%	\$10,000.00
\$100,000.00	20%	\$20,000.00
\$150,000.00	20%	\$30,000.00
\$200,000.00	20%	\$40,000.00

Example A:

If GMU has a current revenue share that generates \$20,000.00 for GMU per year, partners with College Pads, and in College Pads first year, College Pads generates \$100,000.00 in profit from the GMU/College Pads partner platform, the guaranteed minimum would be \$25,000.00 for the year, and the profit share would be equal to \$20,000.00, meaning GMU would receive the greater of the two sums, in this case the guaranteed minimum payout of \$25,000.00.

Example B:

If GMU has a current revenue share that generates \$20,000.00 for GMU per year, partners with College Pads, and in College Pads first year, College Pads generates \$150,000.00 in profit from the GMU/College Pads partner platform, the guaranteed minimum payout would be \$25,000.00 for the year, and the profit share would be equal to \$30,000.00, meaning GMU would receive the greater of the two sums, in this case the 20% profit share payout of \$30,000.00.

XIII. B. 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.
- vi. Contracting officials' names, telephone numbers
- vii. Contract Level (Prime or Subcontract)
- viii. Award Date
- ix. Contract completion/projected completion date

1. University of California, Santa Barbara - 3201 Student Affairs & Administrative Services Building, Santa Barbara, CA 93106-2040
2. Contract number 71262028
3. Platform Development and Management Agreement
4. Purchase Order Contract (less than \$75,000)
5. \$15,000 initial amount for set-up fee. \$20,000 due annually
6. Contract Manager: Danielle Reed, 805.893.4813. Contract Administrator: Jennifer Birchim, 805.893.4376
7. Prime Contract
8. August 26, 2016
9. January 15, 2017

1. University of Minnesota, Twin Cities. 1300 S 2nd St. #277. Minneapolis, MN 55454
2. UMN RFP #11545.1152001.JST
3. UMN RFP #11545.1152001.JST Rent College Pads, Inc. Addendum
- 4.
5. \$20,000 per year minimum payout, \$43,000 most recent payout

6. Contract Manager: Jerry Taintor 612.625.8579. Contract Administrator: Scott Creer 612.624.1969
7. Prime Contract
8. April 19, 2017
9. May 15th 2017

1. University of Northern Colorado
2. n/a
3. Rent College Pads University Partnership Agreement
4. Partnership/Collaboration Service Agreement
5. 10% net revenue share
6. Contract manager: Michelle Quinn, 970.351.2772. Contract Administrator: Jimmy Kohles: 970.351.2172
7. Prime Contract
8. January 23, 2018
9. April 16, 2018

- 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.**

None

XVI: Payment Terms/Method of Payment

There is no payment due to the vendor under this proposal, in the case that a payment must be sent, Option #1: Payment to be mailed in 10 days would be acceptable.

RENT COLLEGE PADS, INC. OFF-CAMPUS HOUSING SERVICE AND LICENSING AGREEMENT

This Service and Licensing Agreement (this “Agreement”) is made as of [MONTH/DAY] 2018, by and between Rent College Pads, Inc., a Delaware corporation (“Rent College Pads”), and [UNIVERSITY/COLLEGE NAME], a University with offices at [ADDRESS/CITY/STATE/ZIP CODE] (the “University”) (each individually, a “Party” and both together, the “Parties”).

WHEREAS, Rent College Pads has developed a proprietary technology solution and related applications that will embed within the University’s existing website or domain to provide the University’s students with off-campus housing options through series of webpages hosted by Rent College Pads that provide the University’s students with a searchable database of off-campus properties (the “Platform”);

WHEREAS, the University is a [PRIVATE/PUBLIC] University/College, with its main campus located in [CITY], [STATE];

WHEREAS, the University desires to help its students identify off-campus housing opportunities;

WHEREAS, the University desires to license the Platform from Rent College Pads for the period defined herein and to endorse the resulting website as the University’s official off-campus housing website; and

WHEREAS, Rent College Pads desires to grant to the University a nonexclusive, nontransferable license to use the Platform,

NOW THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the Parties hereto agree as follows:

1. Licenses. The University shall create or cause to be created a subdomain or webpage that will link users to the Rent College Pads Platform (the “Website”). The University grants Rent College Pads a nonexclusive, nonsublicensable, nontransferable license to access the Website and related pages operated by the University to integrate the Platform. The University shall not include links on the Website, that direct users to websites that are competitive with the Rent College Pads Platform, and agrees not to make commercial or other use of, reproduce, publish, share, sell, or otherwise distribute: (a) any content or data from the Platform; or (b) any information deemed proprietary by Rent College Pads.

2. Fees and Costs. Rent College Pads will create and customize the Platform for the University’s Webpage, to provide rental listings to the University’s students and personnel. Rent College Pads will charge fees from property managers to post available properties on the Website (the “Listing Fees”). Rent College Pads holds the sole right to collect and retain any and all other fees associated with the Platform in general or as customized for the University, including, without limitation, fees derived from advertisements whose posting are displayed on the Website. The University may, at its

sole discretion, pay the Listing Fees on behalf of certain property managers to list certain properties on the Platform upon mutual written agreement between the parties.

Rent College Pads may, at its sole discretion, agree to list University-owned on-campus properties on the Platform at no cost to the University, provided that, the University provide Rent College Pads with the email address, phone number, physical address, and other contact information for such properties or property managers at Rent College Pads request. In the event that any such contact information changes, the University must provide Rent College Pads with updated information within ten (10) days of any such change.

a. Profit Sharing. Once each year, the University shall receive from Rent College Pads a twenty-percent (20%) share of Net Profit Listing Fees (gross listing fees less credit card processing fees) (the “Percentage Share”). The “Net Profit Listing Fees” will be calculated as follows: Total Listing Fees less credit card processing fees and less “Expenses” as defined in Section 3, below. The Net Profit Listing Fees will be calculated on an annual basis, provided however, that the calculation will not include fees received by Rent College Pads prior to this Agreement. Rent College Pads will send the University’s Percentage Share in the form of a check to the address provided by the University above on or before January 31, of the year following the previous year’s Net Profit Listing Fees calculation.

b. Guaranteed Minimum Payment. The amount paid to the University as described in Section 2(a) shall not be less than 125% of the University’s Current Revenue Share Value. Current Revenue Share Value shall be equal to the sum of payments remitted to the University for landlord listing fees collected within a continuous 12-month term as per its most recent off-campus housing database contract in the last year of this contract’s term. Proper documentation must be provided to Rent College Pads to support the Current Revenue Share Value calculation. If, in any year, the Net Profit Listing Fee Percentage Share is less than the Guaranteed Minimum Payment amount, Rent College Pads shall pay the University the Guaranteed Minimum Payment amount. If, in any year, the Net Profit Listing Fee Percentage Share is greater than the Guaranteed Minimum Payment amount, Rent College Pads shall pay the University the Net Profit Listing Fee Percentage Share amount.

3. Expenses. Except as otherwise discussed in this Section 3, Rent College Pads shall be responsible for expenses incurred to create, customize, and maintain the Platform. All expenses incurred by Rent College Pads relating to the promotion, marketing, advertising of the Website or relating to this Agreement, and all travel expenses necessary to accomplish such promotion, marketing and advertising (“Expenses”), shall be deducted from the Total Listing Fees before calculating the Net Profit Listing Fees. The University must pay any service fees necessary to set up, host, and run the Website.

4. Intellectual Property.

a. Limitations on Use. The University may not relicense the Platform or Website or outsource the Platform or Website to third parties, nor may it use the Platform or Website for any competitive purpose related to this Agreement. The University agrees not to cause or permit the modification, translation, reverse engineering, disassembly or decompilation of the Platform or Website, or any other attempt at determining the source code for the operation

of the Website, except to the extent required to obtain interoperability with other independently created software or as specified by law. The University is prohibited from creating derivative works based on the Platform or any part of the Website, or the Proprietary Information. For purposes of this Agreement, “reverse engineering” shall mean the examination or analysis of the Website or Platform or Website to determine its source code, sequence, structure, organization, internal design, algorithms, or encryption devices. “Proprietary Information” shall mean all data, material, text, photographs, music, video, software, sound, graphics, other information or materials or portions thereof.

b. Title. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by Rent College Pads or its suppliers or agents relating in any way to this Agreement, and any know-how, methodologies, equipment, or processes used by Rent College Pads to provide services pursuant to this Agreement, including, without limitation, all copyrights, trademarks, patents, trade secrets and other proprietary rights are and will remain the sole and exclusive property of Rent College Pads or its suppliers.

c. Use of the University’s Intellectual Property. The University shall grant Rent College Pads a nonexclusive license to use the University’s trademarks, tradenames, and other intellectual property (the “University’s Marks”) solely in the performance of Rent College Pads’ obligations under this Agreement. Upon request, the University shall provide drawings, graphics, photographs, text or other materials to Rent College Pads for its use under this Agreement. Rent College Pads agrees that it shall not disseminate or use the University’s Marks without express written authority and authorization from the University in connection with any purpose outside the scope of this Agreement.

5. Term and Termination. This Agreement is effective on the date it is mutually executed by RCP and University and will, unless earlier terminated in accordance with the terms of this Agreement, continue for one (1) calendar year (the “Initial Term”). Upon expiration of the Initial Term the term may be renewed for four (4) subsequent consecutive renewal terms of one (1) year (each, a “Renewal Term” and, with the Initial Term, the “Term”) by mutual agreement of both Parties at least ninety (90) days prior to the last day of the then-expiring period of the Term.

6. Rights Upon Termination. The termination of this Agreement shall not relieve either Party of its obligations to pay to the other any sums accrued hereunder (fee-sharing or expense reimbursement, for example). Unless otherwise specified in writing, upon any termination of this Agreement, all licenses granted by either party under this Agreement shall terminate. Section 12 regarding Confidential Information, Section 15 Limitation of Liability and with respect to the ownership of the Platform and the Data, Sections 4 and 8, shall survive the termination of this Agreement.

7. Database and Data Accuracy. Rent College Pads shall create a searchable database (the “Database”) of off-campus properties as part of the Platform. The University acknowledges that it is the University’s responsibility to cooperate with Rent College Pads to integrate the Website, including making available any necessary data required to transfer any off-campus listings on any

currently existing housing website to the Database or Website. The University recognizes that Rent College Pads is not responsible for the accuracy of the information entered into the Database.

8. Integration into University's Website. The University shall identify and designate a member of the University's existing information technology team to assist Rent College Pads in integrating the Site into the University's website.

9. Non-Interference; Subscription Listings. The University acknowledges and agrees that Rent College Pads has contractual obligations with certain property managers under the Subscription Agreements. The University further acknowledges that the property managers pay a fee to list on Rent College Pads' websites for a contractual term. The University shall not hold itself out to be an agent or subsidiary of Rent College Pads to any property managers. In the event the University believes, at the University's sole discretion, that a property manager has (i) provided unsound living arrangements or rental properties, (ii) recklessly or willfully caused harm to any University personnel or students, or (iii) otherwise compromised any rental properties in contravention of University policies (together, "Causes for Removal"), the University shall provide Rent College Pads with written notice of such complaint. The University shall be solely responsible for documenting and retaining all written notices. If at any point, a property manager has more than three written complaints, the University may notify Rent College Pads that the property manager has three documented complaints and may request that such property managers' contract not be renewed for a subsequent term.

10. Conduct. The University shall not, and shall prohibit its employees and agents from:

a. Uploading, storing, posting, e-mailing, or otherwise transmitting, distributing, publishing, or disseminating any information that (or the transmission, distribution, publication, or dissemination of which):

- i. is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, or libelous or promotes such activity;
- ii. infringes on any proprietary rights of any party or otherwise violates the legal rights (such as rights of privacy and publicity) of others;
- iii. violates any contractual or fiduciary relationships; or
- iv. contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protect" devices, or any other harmful or disruptive program.

b. Providing misleading information, creating a false identity or manipulating identifiers to mislead others or to disguise the origin of any information stored in the Platform or transmitted through the Website, impersonating any person or entity, or otherwise misrepresenting any affiliation with a person or entity; or

- c. Violating (intentionally or unintentionally) any applicable local, state, national, or international law or regulation.

11. Confidentiality. By virtue of this Agreement, the Parties may have access to information that is confidential (“Confidential Information”). Confidential Information includes the Platform source code, information and processes used in creating and disseminating the Platform and the Website, and all information clearly identified in writing as confidential. Confidential information does not include information that:

- a. Is or becomes part of the public domain through no act or omission of the other party;
- b. Was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party;
- c. Is lawfully disclosed to the other party by a third party without restriction on disclosure;
- d. Is independently developed by the other party; or
- e. Is submitted to the off-campus housing website by University’s students or by area property listers.

During the Term of this Agreement and for two (2) years afterward, the Parties agree to hold each other’s Confidential Information in confidence. The Parties agree, unless required by law, not to make each other’s Confidential Information available in any form to any third party (except to such Party’s agents or independent contractors) for any purpose other than the implementation of this Agreement. Each Party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, agents or independent contractors in violation of the terms of this Agreement. Each Party acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the disclosing Party, the degree of which may be difficult to ascertain. Accordingly, each Party agrees that the disclosing Party has the right to seek an immediate injunction enjoining any breach of this Section 12, as well as the right to pursue any and all other rights and remedies available at law or in equity in the event of such breach.

12. Information Requests. Rent College Pads acknowledges that the University is an entity subject to certain federal and state public access laws that must comply with certain requests for information. In consideration of such laws, if the University receives a request pursuant to any federal law or state statute for the disclosure of this Agreement, or of any information provided to the University by Rent College Pads including, without limitation, information delivered in connection with or pursuant to this Agreement, University agrees to promptly notify Rent College Pads in writing of such requests.

13. Warranties.

a. Rent College Pads warrants that all services performed under this Agreement shall be performed in a manner consistent with industry standards.

b. The University must promptly report any deficiencies in Rent College Pads' services to Rent College Pads in writing. Contractor shall reply to the University's notice within ten (10) days describing the remedies to be undertaken to address such deficiencies, and shall implement the solution within thirty (30) days of such response, unless a longer period is mutually agreed by the Parties.

c. University's exclusive remedies for breach of the above warranty are as described in this Section 13.c. In the event the University timely provides notice to Rent College Pads of warranty breach, Rent College Pads shall use commercially reasonable efforts to cure the deficiency. If Rent College Pads is unable to cure the deficiencies or the breach remains uncured for more than thirty (30) days following Rent College Pads' response to the University's notice (or is not cured within the time mutually agreed between the University and Rent College Pads if different), then University also may, upon written notice to Rent College Pads, terminate this Agreement.

d. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT.

14. Limitation of Liability and Disclaimer.

a. In no event shall either Party be liable for any indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by either Party or any third party, whether in an action in contract or tort, even if the other Party has been advised of the possibility of such damages.

b. Rent College Pads and University expressly state that the Platform is a search tool only and carries no implicit recommendation or guarantee related to any aspect of a property listing or a physical property. The University may create a disclaimer and upon delivery of such disclaimer to Rent College Pads, Rent College Pads will incorporate the disclaimer into the Website.

c. Rent College Pads is not a licensed real estate entity, broker, sales person, or agent. Rent College Pads will not broker, lease, negotiate, or attempt to negotiate leases on the behalf of the University or any Property Manager for any listed properties. The University or Property Managers of the Prospective Rentals under the respective party's control is solely responsible for determining who should rent apartments, as well as complying with applicable federal,

state, and local laws, including any and all fair housing laws and evaluating any leads or prospective tenants on a non-discriminatory basis. The University further acknowledges and agrees that Rent College Pads makes no representation or warranty regarding the quality, quantity, or credit worthiness of potential tenants or property managers. Rent College Pads is not liable for any damages, costs, claims, or expenses arising from or related to any rental activities by tenants or potential tenants and the University releases and waives any and all claims that it has or may have against Rent College Pads, arising from or relating to the foregoing and the University's interactions with any prospective tenant.

- d. The foregoing limitations in this Section 14, shall not apply to liability arising from the negligence or death/loss of life on the part of or caused by Rent College Pads. The foregoing limitations shall not apply to any data breach or dissemination of personally identifiable or confidential information caused by Rent College Pad's negligence.

15. Force Majeure. Rent College Pads shall not be liable for, and is excused from any failure to deliver or perform or for any delay in delivery or performance, if such delay or failure arises out of causes beyond its reasonable control and without its fault or negligence, including but not limited to strikes, lockout, fire, breakdowns, delays of suppliers, governmental action, statute, ordinance, regulation, rule or order, wars, embargoes, acts of terrorism, riots, insurrection, piracy, earthquake, flood, or other unusually severe weather, accidents, nuclear radiation, epidemics, shortages of power, or any act of God. Rent College Pads shall not be liable for, and is excused from any failure to deliver or perform or for any delay in delivery or performance if such delay or failure is due to failure of University to provide sufficient information, resources, cooperation or personnel to support the services. The period of performance shall be extended to such extent as may be appropriate after the cause of the delay or non-performance has been removed.

16. Severability. If any part of this Agreement is held unenforceable, the rest of the Agreement will continue in full force and effect.

17. Waiver. The waiver by either of the Parties of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

18. Amendments. Any changes to this Agreement must be mutually agreed upon by Rent College Pads and the University, put into writing, signed by the Parties, and thereby added to this Agreement.

19. Governing Law. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the laws of the Commonwealth of Virginia.

20. Conflicts. This Agreement is being entered into simultaneously with other contracts and written understandings between Rent College Pads and University. It is the intention of the parties that all contracts entered into that reference this Agreement be construed and interpreted as one contract. In the event of conflict between the contracts, the provisions of the University's Form Contract shall prevail.

21. Dispute Resolution. If a dispute arises under this Agreement and it cannot be resolved through the University's administrative appeals procedure, the parties must try in good faith to settle the dispute by mediation before bringing a legal action or proceeding. The parties have 30 days from the date a party receives notice to commence mediation and 60 business days from the notice date to complete mediation. The mediation shall be nonbinding and subject to § 2.2-514 of the Code of Virginia.

22. No Joint Venture. The use of, or linkage to the Platform does not constitute a joint venture, partnership or master servant relationship between the University and Rent College Pads.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

RENT COLLEGE PADS, INC.

By: _____
Its: _____

(UNIVERSITY)
By: _____
Its: _____

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: Technology . 6 Years 3 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 (DSBSD), provide your certification number Pending. For certification assistance, please visit <http://www.sbsd.virginia.gov/>. (Please check all applicable classifications. Must be certified with **VIRGINIA DSBSD** to qualify)

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

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

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

 LARGE BUSINESS

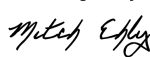
I certify the accuracy of this information.

Signed: _____

Mitch Ehly

Printed Name: _____

DocuSigned by:



4370C9F4FF3B461...

Title: Chief operating officer

Date: 10/25/2019

ATTACHMENT B
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

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

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

Rent College Pads, Inc.

Offeror Name: _____

Preparer Name: Mitch Ehly **Date:** 10/25/2019

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form.

Section A:

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

Certification Number: Pending Certification Date: Pending

Section B

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

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran-Owned	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
Rent College Pads, Inc. is itself a qualified small business and has no intention of subcontracting any portion of the work within this proposal to other firms.					
Totals \$					N/A

Add a separate page for Section B if necessary.



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

ATTACHMENT C – SAMPLE CONTRACT GMU-1613-20

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

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

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide an Off-Campus Housing Online Database/Listing for George Mason University’s Department of Contemporary Student Services of George Mason University (herein after referred to as “Mason,” or “University”) as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** One (1) Base Year with Four (4) Optional One-Year Renewals.
- IV. **REVENUE SHARING ARRANGEMENT OR 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. RFP No. GMU-1613-20, in its entirety (incorporated herein by reference);
 - C. Contractor’s proposal dated October 31, 2019 (incorporated herein by reference);
 - D. Negotiation Responses & BAFO dated (date of submission) (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and in particular § [23.1-1003](#) of the Restructuring Act (“Memoranda of Understanding”), and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** As negotiated
- X. **STANDARD TERMS AND CONDITIONS:**
 - A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
 - B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair

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

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor and their employees (and any subcontractors) coming on to any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Criminal Background Investigations for University Employees](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this contract confirms your compliance with this requirement.

- I. CANCELLATION OF CONTRACT: ~~Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting~~ The Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 2. George Mason University may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give George Mason University a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the George Mason University's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present George Mason University with all vouchers and records of expenses incurred and savings realized. George Mason University shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to George Mason University within thirty (30) days from the date of receipt of the written order from George Mason University. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by George Mason University or with the performance of the Contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030

2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: ~~The Contractor shall pay to Mason any~~ Reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract **shall be paid by the breaching party to the non-breaching party.**
- M. COMPLIANCE WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws will be collected and held confidential, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia. The Contractor shall utilize, access, or store personally identifiable information as part of the performance of this Contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. 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. 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.
- R. 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.

S. 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), 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.

- T. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with the contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's expense prior to final acceptance of the work.

- U. FORCE MAJEURE: Neither Mason nor Contractor will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond either party's Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.

- V. 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.

- W. 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 Mason or the using agency or to the failure of Mason or the using agency to use the services in the manner already and permanently described by the Contractor on the services delivered.

- X. 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.

- Y. INFORMATION SECURITY: In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor has possession of University customer cardholder data, the software and services used for processing transactions

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

- Z. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. 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.

- AA. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, Workers' Compensation, and Commercial Automobile Liability Insurance.

- BB. **INTELLECTUAL PROPERTY:** Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

- CC. **NON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

- DD. **PUBLICITY:** The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written

authorization in advance by Mason's designated representative.

- EE. REMEDIES: If ~~either party-the Contractor~~ breaches this Contract, in addition to any other rights or remedies, ~~the non-breaching party Mason~~ may terminate this Contract without prior notice.
- FF. RENEWAL OF CONTRACT: This Contract may be renewed by the University for Four (4) optional one (1) year renewals under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available.
- GG. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- HH. 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.
- II. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- JJ. 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.
- KK. 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.
- LL. 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: _____



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

October 11, 2019

RFP ADDENDUM #1

Reference – Request for Proposal:
Title:

GMU-1613-20
Off-Campus Housing Online
Database (Listing)
October 03, 2019
George Mason University

Dated:
For Delivery To:

The following changes are hereby incorporated into the aforementioned RFP:

Please make sure to sign and include this addendum and all other addendums issued under this RFP with your offer/proposal. Please note that Offers are due no later than October 31, 2019 at 2:00PM (EST). George Mason University will not accept emailed proposals or late proposals. Please follow the instructions contained within the Request for Proposal (RFP) if you are interested in submitting a proposal.

- **Answers to Questions received by the question deadline of Thursday, October 10, 2019 by 4:00PM.**

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

1. **Question:** The RFP requires that we must "add a minimum of 4 to 5 properties to the listing annually." what kind of properties do you mean?
Answer: Properties are defined as apartment, apartment community, townhouse, townhouse community, house, and/or room for rent.
2. **Question:** What protocol is used for the Patriot Password management system, LDAP, OpenID or something else?
Answer: Mason uses federated authentication for all systems, specifically SAML2. Mason prefers offers use Shibboleth, but can support CAS and ADFS.

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

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

Name and Address of Firm:
Rent College Pads, Inc.

1101 N Market St. Suite 200

Milwaukee, WI 53202

Date: 10/25/2019

By: Mitch Ehly

Title: Chief operating officer

Fed ID No: 47-4654848

mitch@rentcp.com

Email: _____

DocuSigned by:

Signature: Mitch Epley

608-843-4773

Phone: _____

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