



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

**STANDARD CONTRACT
GMU-1858-23**

This Contract entered on this **2nd** day of **January, 2024** (Effective Date) by Wizehive, Inc. hereinafter called “Contractor” (located at PMB 263 24 N. Bryn Mawr Avenue, PA 19010) and George Mason University hereinafter called “Mason,” or “University”.

- I. WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. SCOPE OF CONTRACT:** The Contractor shall provide comprehensive application and proposal management system for George Mason University as set forth in the Contract documents.
- III. PERIOD OF CONTRACT:** Three years from the Effective Date with seven (7) successive one-year renewal options at the sole discretion of George Mason University.
- IV. PRICE SCHEDULE:** As negotiated. The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

Annual Costs-University/Site-wide License

System/Service	Cost (\$) for Year 1 (2024)	Cost (\$) for Year 2 (2025)	Cost (\$) for Year 3 (2026)	Additional Considerations / Notes
Software Licensing	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	Traditional Enterprise volume discount; Firm-fixed for potential multi-year initial award (3-year term). Annual subscription increase of 2% each successive year after initial multi-year award.
Administrator User Licensing	\$ -	\$ -	\$ -	Included

System/Service	Cost (\$) 2024	Additional Considerations / Notes
Initial Program Implementation and Onboarding	\$ -	Waived in exchange for potential multi-year initial award.

Value Adds-Integration-Professional & Technical Services

System/Service	Cost (\$) 2024	Additional Considerations / Notes
Integrations (i.e. Salesforce, DocuSign, Bill.com , Quickbooks, etc.)	\$ -	Additional add-on subscription costs will be waived / included; please note, additional professional services cost may apply for setup and configuration, dependent on scope.
Professional Services	\$ 200.00	Per hour; Additional hours @ \$200 / hour
Technical Services	\$ 200.00	Per hour; Additional hours @ \$200 / hour
Custom Development	\$ 225.00	Per hour; Additional hours @ \$225 / hour

- V. CONTRACT ADMINISTRATION:** **Rebekah Hersch, Associate VP for Research Innovation** shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason’s Accounts Payable email box, acctpay@gmu.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. Negotiation Responses dated August 15, 2023 and October 11, 2023 (attached);
- D. RFP No. GMU-1858-23, in its entirety (attached);
- E. Contractor's proposal dated April 7, 2023 (attached).

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

- A. **APPLICABLE LAW AND CHOICE OF FORUM:** This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. **ANTI-DISCRIMINATION:** By entering into this Contract Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If 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.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, 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 University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 180 days written notice to the Contractor. In the event Mason cancels the contract without cause under this provision, Mason agrees that it will not be entitled to any refund of fees previously paid to Contractor and will pay Contractor an early termination fee equivalent to 50% of the remaining fees due under the Contract for the remainder of the then current term 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. Contractor will also cooperate with Mason in an orderly transition of services as set out in Section P below.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup

ing a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL:
1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
 2. **Dual-Use Items**: If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu .

- V. FORCE MAJEURE: Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

- W. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.

- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.

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

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

- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 1. Commercial General Liability Insurance in an amount not less than \$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,

4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

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

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

Contractor owns and shall retain all rights, title, and interest in and to the Software, all components thereof, including without limitation all related applications, user interface designs, processes, software and source code, and any and all future enhancements or modifications thereto howsoever made, and all intellectual property rights therein. WizeHive™, Zengine™ and Bright Funds™ are trademarks of Contractor. Mason may not: (a) copy, alter, modify or adapt any component of the Software, including without limitation, translating, decompiling, reverse engineering, disassembling or creating derivative works from the Software or any related intellectual property of Contractor, (b) use the Software to develop or assist any other person to develop a product or service to replace or compete with the Software, or (c) make any component of the Software available to any other person or organization directly or indirectly, for any of the foregoing purposes or for any other use not expressly authorized under this Agreement, including, without limitation, by loan, rental, service bureau, external time sharing or similar arrangement.

Mason owns any and all data, information or material that Mason or its users or applicants submit to the Software or to Contractor in the course of using the Software ("Customer Data"). Mason hereby grants to Contractor a limited, non-exclusive, worldwide license to use Customer Data solely to provide the Software.

DD. 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).

EE. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.

FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

GG. 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.

HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for seven (7) successive one-year renewal options under the terms and conditions of this Contract at a 2% price increase over the immediately preceding term, 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 90 days prior to the expiration date of each contract period. Alternatively, Mason may elect at the end of any term to agree to a multi-year extension at reduced pricing to be agreed by the parties.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the

one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.

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 lesser of 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, or 2%, whichever is lower.

JJ. 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/>.”

KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.

LL. 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.

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

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

OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

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

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor’s obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and

3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

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

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

SS. 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.

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

Wizehive, Inc

DocuSigned by:

Carl Guarino

8A3AFD7091A143E...

Signature

Name: Carl Guarino

Title: ceo

Date: 1/2/2024

George Mason University

DocuSigned by:

James Russell

2F61E096C77E4DC

Signature

Name: James Russell

Title: Purchasing Director

Date: 1/8/2024

This Addendum supplements the above-referenced Contract between the University and Wizehive, Inc. ("Selected Firm/Vendor") dated **January 1, 2024** (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University's Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

1. Definitions

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

- a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **"Protected Data"** means data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. 'Protected Data' includes both Highly Sensitive and Restricted categories of data as defined in the [University Policy 1114 Data Stewardship](#).
- d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor's use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes and the

4. Insurance

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

5. Security Breach

a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.

b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.

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

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

Wentive, Inc

Carl Guarino

Signature

Name: Carl Guarino

Title: ceo

Date: 1/2/2024

George Mason University

DocuSigned by:

James Russell

Signature

Name: James Russell

Title: Purchasing Director

Date: 1/8/2024



wizehive

**George Mason University
RFP GMU-1858-23-Application and Proposal Management System
WizeHive, LLC
Negotiation Memorandum Response**

George Mason University RFP GMU-1858-23	2
Cover Letter	3
WizeHive Negotiation Memorandum Response	4

Cover Letter

Dear George Mason University:

Thank you for selecting WizeHive as a finalist for RFP GMU-1858-23 Application and Proposal Management System.

Enclosed within this response you will find answers to the specific questions posed in the RFP Negotiation Memorandum. Additional supplementary information is attached in the email as well.

We look forward to any additional questions you might have.

Respectfully Submitted,

Eric Malehorn

Sr. Customer Success Manager

ph: 484-534-8615

e: eric.malehorn@wizehive.com

WizeHive Negotiation Memorandum Response

1. End User/Committee Questions & Requests for WizeHive

i. As outlined in our WizeHive Support Services SLA Official Policy (please see attachment to email), *“WizeHive will use commercially reasonable efforts to make the WizeHive Systems available with a Monthly Uptime Percentage (defined below) of 99% during any calendar month period (the “Service Commitment”). In the event WizeHive does not meet the Service Commitment, you will be eligible to receive a Service Credit as described in your contract.”*

ii. Primary data migration management will be the responsibility of the client. WizeHive will provide training, guidance and best practices for data normalization and the data import process.

iii. Custom report creation will be the responsibility of the client. WizeHive will provide training, guidance and best practices for custom report creation. This support will be available throughout the contract period and included in the annual pricing. Please note that WizeHive is currently working with a business intelligence (BI) group on the planning for BI tools to be incorporated into our Zengine II offering for advanced reports, as well as reporting dashboards, soon to be in development.

iv. WizeHive agrees, as part of any resulting contract, that upon termination of the contract WizeHive will provide all customer data in a standard format within a reasonable timeframe, not to exceed 60 days. www.wizehive.com/privacy_policy

v. Please see attached SOC 2 Type II.

vi. The University / Site-wide License provides a flexible option to allow all Mason groups (Group defined as Department, Office, School, Center, Institute, etc.) that are currently running competitions, including but not limited to limited submission applications, as defined in the general requirements of the RFP GMU-1858-23, to fall under this agreement. The only restriction includes Mason’s existing licenses that are currently on our Zengine (I) platform, which is its own stand alone platform. It is WizeHive’s goal, to be determined over time, to migrate Mason’s existing licenses, programs and subscriptions to our Zengine II platform. It should also be noted that WizeHive has no current plans to sunset its existing Zengine (I) platform.

d. Acknowledged.

3. GMU Standard Contract GMU-1858-23 Terms and Conditions

A. Please see attached GMU-1858-23- Sample Contract - WizeHive Redlines 8.15.23

4. Architectural Standards Review Board (ASRB)

A. WizeHive understands this requirement and will comply with this review.

vii. All of Mason's existing licenses are currently on our Zengine (I) platform, which is its own stand alone platform. It is WizeHive's goal, to be determined over time, to migrate Mason's existing licenses, programs and current subscriptions, to our Zengine II platform. Please see attached RFP GMU-1858-23 - WizeHive Inc. Negotiation Memorandum Response_Financial Cost Summary_8.15.23 for existing programs / rates. The existing programs / rates shall remain the same and are in addition to the rates proposed for this RFP.

viii. WizeHive is currently working with a business intelligence (BI) group on the planning for BI tools to be incorporated into our Zengine II offering for advanced reports, as well as reporting dashboards, soon to be in development. All of Mason's existing licenses are currently on our Zengine (I) platform, which is its own stand alone platform. It is WizeHive's goal, to be determined over time, to migrate Mason's existing licenses and programs to our Zengine II platform. At the time that Mason's existing licenses are migrated to our Zengine II platform, those programs can take advantage of the new functionality. It should also be noted that WizeHive has no current plans to sunset its existing Zengine (I) platform, and additional enhancements, specifically related to BI integrations have and will continue to be made available.

2. Pricing

- a. WizeHive agrees to Mason's request that, for the first three (3) years of this contract, pricing will remain firm-fixed with no annual increase. Every year thereafter, if Mason opts to renew, pricing increases shall not exceed 2% per annum and must be approved by the Buyer with feedback from the Contractor Administrator (CA) prior to renewal.
- b. WizeHive agrees to Mason's request to waive the scoping effort and implementation/onboarding cost in exchange for the potential multi-year award.
- c. Additional considerations have been made and proposed pricing has been adjusted accordingly. Please see attached RFP GMU-1858-23 - WizeHive Inc. Negotiation Memorandum Response_Financial Cost Summary_8.15.23. Some highlights include the following:
 - i. Implementation and Onboarding Fee - Waived
 - ii. Subscription Pricing - Firm-fixed for initial term in exchange for multi-year commitment.
 - iii. Annual Subscription Increase - Reduced to 2% for each successive year.
 - iv. Administrator User Licensing - Included



555 E North Ln Suite 5030A, Conshohocken, PA 19428 |
1-877-767-9493 | www.wizehive.com

October 11, 2023

Ms. Grace S Lymas
George Mason University, Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, VA 22030

SUBJECT: RFP GMU-1858-23, Application and Proposal Management System -
Negotiation_v2_WizeHive Response

Dear Ms. Lymas:

Thank you for the opportunity to continue to move forward in the negotiation process for the GMU-1858-23 Application and Proposal Management System.

Along with this letter, please find the attached spreadsheet titled, RFP GMU-1858-23 - WizeHive Inc. Negotiation Memorandum Response _ Financial Cost Summary_10.11.23. In this document, please note the highlighted sections where WizeHive has made additional concessions and discounts as it relates to the Enterprise software licensing and value added services.

Lastly, as stated during the call on October 3, 2023, I wanted to confirm that WizeHive agrees that Mason will not incur any additional implementation, scoping or onboarding costs as it relates to the migration of Mason's existing programs from Zengine I to Zengine II. After further review, once the program(s) have migrated to the Zengine II platform, a prorated credit in the amount of the unused months will be applied towards the following years Zengine II subscription. WizeHive feels that in the best interest of both parties, we cannot commit to a timeline (previously noted as 6-8 months) since each unique program may migrate at different times during the year depending on features and functionality available.

Please let me know if you and/or your committee have any additional questions or concerns.

Best regards,

Eric Malehorn

Eric Malehorn
Sr. Customer Success Manager, WizeHive, Inc.

Financial Cost Summary (for RFP GMU-1858-23) 12.1.23

One Time Costs (does not include Value Add items)

System/Service	Cost (\$) 2024	Additional Considerations / Notes
Initial Program Implementation and Onboarding	\$ -	Waived in exchange for potential multi-year initial award.

Annual Costs - Option 1 - Per Group License (Group defined as Department, Office, School, Center, Institute, etc.)

System/Service	Cost (\$) for Year 1 (2024)	Cost (\$) for Year 2 (2025)	Cost (\$) for Year 3 (2026)	Additional Considerations / Notes
Software Licensing (1 group)	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	Firm-fixed for potential multi-year initial award (3-year term); Annual subscription increase of 2% each successive year after initial multi-year award.
Software Licensing (2 groups)	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	Firm-fixed for potential multi-year initial award (3-year term); Annual subscription increase of 2% each successive year after initial multi-year award.
Software Licensing (3 groups)	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	Firm-fixed for potential multi-year initial award (3-year term); Annual subscription increase of 2% each successive year after initial multi-year award.
Administrator User Licensing	\$ -	\$ -	\$ -	Included

Annual Costs - Option 2 - University / Site-wide License

System/Service	Cost (\$) for Year 1 (2024)	Cost (\$) for Year 2 (2025)	Cost (\$) for Year 3 (2026)	Additional Considerations / Notes
Software Licensing	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	Traditional Enterprise volume discount; Firm-fixed for potential multi-year initial award (3-year term). Annual subscription increase of 2% each successive year after initial multi-year award.
Administrator User Licensing	\$ -	\$ -	\$ -	Included

Annual Costs - Existing Licenses

Existing Program(s)	Annual Subscription	Term	Additional Considerations / Notes
1.Undergraduate Student Travel Fund 2.Undergraduate Research Scholars 3. Curriculum Impact Grants 4.Summary Impact Grants 5. MPack Project 6. Mentor & Student Excellence Award 7. Summer Research Fellowship 8. High Impact Grants, 9. Doctoral Research Assistantship, 10. Provost Doctoral Scholarship	\$ 35,672.00	10/1/23-9/30/24	The existing programs / annual subscription rates shall remain intact as long as those programs remain on the existing Zengine I platform. Once the program(s) have migrated to the Zengine II platform, a prorated credit in the amount of the unused months will be applied towards the following years Zengine II subscription. In the best interest of both parties, WizeHive cannot commit to a timeline since each unique program may migrate a different times during the year depending on feature / functionality available.
1. JCOIN	\$ 1,930.00	11/1/23-10/31/24	The existing programs / annual subscription rates shall remain intact as long as those programs remain on the existing Zengine I platform. Once the program(s) have migrated to the Zengine II platform, a prorated credit in the amount of the unused months will be applied towards the following years Zengine II subscription. In the best interest of both parties, WizeHive cannot commit to a timeline since each unique program may migrate a different times during the year depending on feature / functionality available.

1. Dissertation Completion Grant, 2. Graduate Inclusion & Access Grant, 3. MARIE Award Program	\$ 5,512.50	9/1/23-8/31/24	The existing programs / annual subscription rates shall remain intact as long as those programs remain on the existing Zengine I platform. Once the program(s) have migrated to the Zengine II platform, a prorated credit in the amount of the unused months will be applied towards the following years Zengine II subscription. In the best interest of both parties, WizeHive cannot commit to a timeline since each unique program may migrate a different times during the year depending on feature / functionality available.
Totals - 14 Existing Programs	\$ 43,114.00		The existing programs / annual subscription rates shall remain intact as long as those programs remain on the existing Zengine I platform. Once the program(s) have migrated to the Zengine II platform, a prorated credit in the amount of the unused months will be applied towards the following years Zengine II subscription. In the best interest of both parties, WizeHive cannot commit to a timeline since each unique program may migrate a different times during the year depending on feature / functionality available.

Value Adds - Integrations - Professional & Technical Services - Per Rate

System/Service	Cost (\$) 2024	Additional Considerations / Notes	
Integrations (i.e. Salesforce, DocuSign, Bill.com , Quickbooks, etc.)	\$ -	Additional add-on subscription costs will be waived / included; please note, additional professional services cost may apply for setup and configuration, dependent on scope.	
Professional Services	\$ 200.00	Per hour; Additional hours @ \$200 / hour	No additional implementation, scoping or onboarding costs for migration of existing Mason programs .
Technical Services	\$ 200.00	Per hour; Additional hours @ \$200 / hour	No additional implementation, scoping or onboarding costs for migration of existing Mason programs .
Custom Development	\$ 225.00	Per hour; Additional hours @ \$225 / hour	



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



**REQUEST FOR PROPOSALS
GMU-1858-23**

ISSUE DATE: March 2, 2023
TITLE: Application & Proposal Management Platform
PRIMARY PROCUREMENT OFFICER: Grace Lymas, Assistant Director, glymas@gmu.edu
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on March 13, 2023. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM ET on March 24, 2023. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: April 7, 2023 @ 2:00 PM ET. **SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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

Name and Address of Firm:

Legal Name: _____ Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____ Name: _____

Fax No. _____ Title: _____

Email: _____ Telephone No. _____

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

SWaM Certification Number: _____

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

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	FINAL CONTRACT	3
V.	ADDITIONAL USERS	3
VI.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	3
VII.	SWaM CERTIFICATION	4
VIII.	SMALL BUSINESS SUBCONTRACTING PLAN	4
IX.	PERIOD OF PERFORMANCE	4
X.	BACKGROUND	4
XI.	STATEMENT OF NEEDS	4
XII.	COST OF SERVICES	5
XIII.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	5
XIV.	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	7
XV.	CONTRACT ADMINISTRATION	8
XVI.	PAYMENT TERMS/METHOD OF PAYMENT	8
XVII.	SOLICITATION TERMS AND CONDITIONS	9
XVIII.	RFP SCHEDULE	10
XIX.	ARCHITECTURAL STANDARD REVIEW BOARD REQUIREMENTS	10
ATTACHMENT A	SMALL BUSINESS SUBCONTRACTING PLAN	12
ATTACHMENT B	SAMPLE CONTRACT	14
ATTACHMENT C	DATA SECURITY ADDENDUM	25
APPENDIX A	SUMMARY OF FUNCTIONAL AREAS AND BUSINESS REQUIREMENTS	27
APPENDIX B	MASON SYSTEMS FUNCTIONAL REQUIREMENTS AND SECURITY INFORMATION	29

- I.** **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide an application and proposal management platform for George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.

- II. PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason's standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and Mason's General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason's General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

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

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

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

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

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

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

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

- VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- VII. SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. Vendors currently SWaM certified agree to maintain their certification for the duration of the contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration. <https://www.sbsd.virginia.gov/>

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

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

IX. PERIOD OF PERFORMANCE: One (1) year from Effective Date of contract with nine (9) successive one-year renewal options (or as negotiated).

X. BACKGROUND: George Mason University's short history is one of an enterprising and innovative pioneer, creating a major teaching and research university from a small, one-room schoolhouse in just 50 years. George Mason University is recognized as an innovative, entrepreneurial institution with global distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering and information technology, dance, organizational psychology and health care, Mason students are routinely recognized with national and international scholarships. Enrollment is more than 38,000, with students studying in 198 degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 200,000 living alumni with 60% residing in the Washington Metropolitan Area.

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

The Research and Innovation Initiatives (RII) office nurtures and promotes state-of-the-art research and scholarship at Mason, providing resources that assist the Mason faculty-postdoc-student community with the identification of external funding opportunities and the development of high-quality proposals, sponsored projects and activities. The office provides services that: introduce Mason PIs to new and existing funding opportunities; facilitate the formation of effective multidisciplinary teams both within Mason and with other external partner organizations; result in the creation of higher quality, collaborative proposals; ensure productive relationships with colleagues in the other Mason organizations including the Office of Research Services, Corporate and Foundation Relations, and Mason Enterprise. The office also supports Mason's three University Research Institutes (Institute for BioHealth Innovation, Institute for a Sustainable Earth, and Institute for Digital Innovation) as well as the Transdisciplinary Centers for Advanced Study, other University Level Research Centers, and Mason Core Facilities.

The Research and Innovation Initiatives (RII) and Graduate Education (GE) departments, along with other departments and centers, such as the College of Health and Human Services, College of Humanities and Social Sciences, Institute for a Sustainable Earth, Office of Research, and Criminal Investigations and Network Analysis (CINA; externally funded) among others, conduct internal competitions (amongst faculty or students) and funding competitions which invite applications from those outside of Mason (CINA). Many use a variety of processes including email, Excel spreadsheets, Word or PDF documents which are cumbersome and inefficient. In particular, the systems currently used require substantial manual input, including email exchanges, manual creation of summary and processing documents based on the application submissions and reviews as well as manual data and assessment tracking. The goal is to implement an application management system that is automated and provides for improved and efficient processes.

XI. STATEMENT OF NEEDS: Mason is seeking a professional, qualified, and knowledgeable consulting and/or technology organization that can provide a comprehensive application and proposal management system for various departments within the university. The systems should provide tools for tracking and reporting on applications (e.g., number of opportunities posted, number of applications by opportunity, average ratings across applications, average rating by reviewer, number of applications submitted/awarded by applicant, etc.). Finally, the platform should allow for the collection of assessment data including but not limited to evaluation forms, quarterly/annual reporting, publications, grant submissions in a secure environment.

Expected Scope of Services

This project must be responsive to meeting the critical need described in the text above. Offerors should prepare their proposals to address our needs, delineating how they will provide services within a specify timeline.

Key areas to be addressed by the proposed approach are expected to include, but may not be limited to, the following:

- Description of software tool(s) proposed.
- Description of business process redesign, change management, and related consulting approaches.
- Description of how business process will align with proposed tools, along both functional and technical requirement elements.
- Recommendations regarding operational and technical implementation.
- Description of how the offeror will integrate proposed solutions with current systems and or transition

- Full timeline proposed, through development/implementation phases.

Offerors are expected to provide a detailed approach, including estimated hours and rates (and other, relevant expenses) along with supporting justification.

****See Appendices A-B for detailed general requirements, existing systems, and functional requirements.**

XII. COST OF SERVICES: Provide detailed pricing for any systems/software, consulting/services, training, travel, etc. and include the following:

- Please provide and break down separately all one-time and recurring costs associated with your offered solution/system. Offerors should provide costs for implementation, integration, support/services, training, development, data transfer, and maintenance costs. Your pricing/cost of services quoted should be inclusive of all associated costs for this system/solution/service.
- If there are any discounts available for volume, multi-year commitments, enterprise wide licensing, etc. please make sure to clearly state those in your proposal.
- Describe how you propose to handle any travel or out-of-pocket expenses related to provisions of these services. Specifically address expenses for resources based in locations near Mason. As part of your offer (if travel reimbursement or travel fees/costs/expense are to be billed) your organization must agree to accept to be reimbursed in accordance with Mason's per diem policies/requirements (GSA per diem rates). Please clearly outline any travel requirements/costs/expenses in your offer.

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

ELECTRONIC PROPOSAL SUBMISSION: Mason will only be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.

The following shall apply:

- a. You must submit your proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified on the cover page.
- b. The subject line of your email submission should read, "**RFP GMU-1858-23**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # _ of _ total".
- c. The Offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
- d. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted (See 2d below).
- e. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
- f. Each email may not be larger than 20MB.
- g. All solicitation schedules are subject to change.

- h. Go to Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. 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.

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

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

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

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

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

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

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Return Attachment A - Small Business Subcontracting Plan.
- c. State your payment preference in your proposal response. (See section XVI.)

- 2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not exceed 2 pages.

3. **Qualifications and Experience:** Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror’s qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.

4. **Specific Plan (Methodology):** Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.

5. **Proposed Pricing:** Provide proposed cost/pricing off all elements of your offer. See Section XII. Cost of Services. Cost proposals should be inclusive of all cost/prices to meet the requirements outlined in Section XI Statement of Needs and Attachment C.

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

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1. Quality/flexibility of products/services offered and suitability for the intended purpose	25
2. Qualifications and experiences of offeror in providing the goods/services, including references	25
3. Specific plans or methodology to be used to provide the services	20
4. Price Offered	20
5. Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSB at the proposal due date & time.	10
Total Points Available:	100

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

XV. CONTRACT ADMINISTRATION: Upon award of the contract, Mason shall designate, in writing, the name of the Contract

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

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received by Mason by the designated date and hour. The official time used in the receipt of proposals is the "received" time on the Primary or Secondary Procurement Officers email inbox, whichever is earlier. Proposals received after the due date and time has expired will not be accepted

or delays in the delivery of email. It is the responsibility of the offeror to ensure that their proposal reaches the Primary or Secondary Procurement Officer's email inbox by the designated date and hour.

- G. **MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. **OBLIGATION OF OFFEROR:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.
- I. **QUALIFICATIONS OF OFFERORS:** Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. **RFP DEBRIEFING:** In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. **TESTING AND INSPECTION:** Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVIII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 3/2/23
- Vendors submit questions by: 3/13/23 by 4:00 PM ET
- Post Question Responses: 3/24/23 by 5:00 PM ET
- Proposals Due: 4/7/23 @ 2:00 PM ET
- Proposals to Committee: 4/4/23
- Review and Score Proposals: 4/5/23 – 4/17/23
- Scores to Purchasing: 4/18/23
- Oral presentations (if necessary): 4/24/23 – 5/5/23
- Negotiations/BAFO: Start week of 5/8/23
- ASRB 4-8 weeks
- Award: TBD
- Contract Start Date: TBD

XIX. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS:

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

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

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation, including but not limited to the vendor's SOC 2 Type (preferred) and/or your third-party hosting vendor's SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a

DocuSign Envelope ID: 97EF5403-04F4-42F9-A0D6-9B2D86E5936C ; other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.

- VPAT, and a useable software demo or “sandbox” for accessibility testing,
- And any single sign-on documentation.
- Additional documentation or items may be requested as needed during the review process.
- The contractor may be asked to answer ASRB questions verbally or in writing

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

SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

Company Name: _____ SBSBD Cert #: _____
 Contact Name: _____ SBSBD Certification: _____

Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____



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

**ATTACHMENT B – SAMPLE CONTRACT
GMU-1858-23**

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 _____, 2023 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

XI. WITNESSETH that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

XII. SCOPE OF CONTRACT: The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.

XIII. PERIOD OF CONTRACT: One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)

XIV. PRICE SCHEDULE: As negotiated

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

XVI. METHOD OF PAYMENT: As negotiated

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

- A. This signed form;
- B. Data Security Addendum (attached);
- C. Negotiation Responses dated XXXXX (incorporated herein by reference);
- D. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
- E. Contractor’s proposal dated XXXXXX (incorporated herein by reference).

XVIII. GOVERNING RULES: This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “Governing Rules” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.

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

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

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any

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

XX. STANDARD TERMS AND CONDITIONS:

UU. 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.

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

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

2. 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.

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

WW. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

XX. 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.

YY. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

ZZ. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.

AAA. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.

BBB. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background

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.

CCC. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

DDD. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:

3. The parties may agree in writing to modify the scope of this Contract. (reference to pricing removed)
4. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - d. By mutual agreement between the parties in writing; or
 - e. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - f. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

EEE. 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.

4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- FFF. 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.
- GGG. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- HHH. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- III. 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.
- JJJ. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- KKK. 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.
- LLL. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- MMM. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which

DocuSign Envelope ID: 97EF5403-04F4-42F9-A0D6-9B2D86E5936C any premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, “drug-free workplace” covers all sites at which work is done by Contractor in connection with this Contract.

NNN. 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.

OOO. EXPORT CONTROL:

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

- a. notify Mason (by sending an email to export@gmu.edu), and
- b. receive written authorization for shipment from Mason’s Director of Export Controls.

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

4. **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.

PPP. FORCE MAJEURE: Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

QQQ. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.

RRR. 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.

SSS. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

TTT. 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

ocial 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.

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

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

VVV. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

5. 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;
6. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
7. 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
8. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

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

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

XXX. 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).

Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or

(2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

FF. 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.

GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

ZZZ. RENEWAL OF CONTRACT: This Contract may be renewed by for nine(9) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "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 or 2%, whichever is lower.

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, or 2%, whichever is lower.

II. 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/>."

JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.

If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.

KK. 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.

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

k shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
 7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

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

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

RR. **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.

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

Contractor Name

George Mason University

Signature

Signature

Name:

Name:

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C**Data Security Addendum for inclusion in RFP GMU-1858-23 with
George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and Full legal name of Firm/Vendor ("Selected Firm/Vendor") dated _____ (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under a Contract or Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of Sensitive University Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

2. Definitions

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

- g. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- h. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- i. **"Sensitive University Data"** means data identified by University to Selected Firm/Vendor as Sensitive University Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information.
- j. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- k. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- l. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security

y information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Sensitive University Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

4. Insurance

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

5. Security Breach

- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Sensitive University Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor's security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor's electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. AICPA SOC Report (Type II)/per SSAE18: Selected Firm/Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

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

Selected Firm/Vendor

George Mason University

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A:

Summary of the functional areas and business requirements:

General Requirements

Forms & Administration

Please provide a response on the required functionality available through an administrative user interface:

- View and edit hierarchy of the institution based upon user status
- Flexibility of the platform to provide multiple options for different types of competition to include limited submission applications with multiple and single opportunities for applicant selection.
- Create a seamless platform process for proposal submission, review and on-going evaluation.
- Platform should allow for multiple applicants, mentors, and sponsors in a single application workflow.
- Platform should allow various applicants to submit multiple and different dataset for the workflow.
- Platform workflow should allow for multiple steps in the review process.
- The platform should be capable of allowing reviewers to rate applicants using various methods, including but not limited to binary, numerical scale, verbal, ranking, voting, etc.
- Capability to post modify scoring of application based on statistical skews to fairly compare applications.
- Platform should be capable of producing batch process flows.
- Capability to automate conflict of interest and allowing for signing of conflict of interest documentation prior to completing the review process.
- Platform should allow applicants and reviewers to save incomplete/completed work to submit at a later date.
- The platform should generate offer letters after awardees have been selected
- Platform should allow for auto generated emails to applicants for different scenarios (proposal receipt, selection, alert reviewers, etc.).
- The platform will certify data extraction and verify data is no longer store in the vendor environment
- Platform should allow communication between reviewers and administrators.
- Platform will be capable of high-volume workflows, such as cloud bursting.
- The platform should be capable of provisioning workflows and offer previous state and version control.
- Create a landing page with announcements and instructions that can be managed by local administrators.

Reporting

Mason requires the ability to:

- Allow users to generate/view reports appropriate to their level of access based on workflow.
- Generate data metrics on number of proposals, average ratings, reviewer ratings and produce reports.
- Generate summary documents for each application to include the ratings and written feedback.
- Generate reports with various methodology to include, table, chart, pivot chart, geographical and pictorial.
- Reporting should have drag and drop type functionality.
- Brand different reports with different themes.
- Receive reports in PDF format.
- Data be downloaded directly from the user interface in format that easily lends itself to additional analyses (e.g.: Excel, Word, etc.).

Implementation process

- Please describe the models available (e.g., self-service implementation by university IT only; partnered implementation by university IT with vendor assistance; vendor-driven implementation primarily by vendor or partner consultants).
- What is a typical timeline for development and or implementation for a university system of our size?
- What staff resources must the customer provide and devote to the implementation?
- What staff resources does the vendor devote to implementation?

- How will project management be handled in the implementation?
- Case studies of implementations from clients similar to Mason are encouraged. The vendor will be asked to provide three references of university clients who we may contact directly.
- The system will be hosted with the vendor.

Customer Support

- Is support included in the annual fees? If so, does it entitle us to unlimited access to technical support?
- Is support available by phone, email, website, and online chat?
- What are the support hours?
- Does your company provide technical and functional support to staff and faculty?
- Provide details on how staff and faculty seek and receive support.
- Does your company provide technical and functional support to institution administrators?
- Does your company provide technical support to the institution's IT staff for SSO or integration issues?
- Provide a sample of your service level agreement.
- Provide videos and/or other training materials for users.
- Designate a specific implementation liaison/team to work with the system administrators during the planning and implementation stages.

Mason Systems Functional Requirements and Security Information**Functional Requirements**

- Integrate with Banner
- Work with industry standard integration management and ETL tools such as Informatica.
- Offer robust security to protect confidential, sensitive, or proprietary data within the scope of Mason's security protocols.
- Role-based security should be used, and the ability to create, modify, assign, and delete roles should be available to university staff managing the solution.
- Support role and access-based reporting and auditing to facilitate regular review of access and permissions.
- System Data should be encrypted both at rest and in transit.
- Provide a 3rd party audit for security, SOC2.
- Integration with 3rd party systems (such as Salesforce, Huron, and research tool)
- Vendor should provide appropriate documentation of their security architecture, policies, and processes.
- Deliver a user-friendly interface with variety of avenues for data entry, import, export/API available for selected data), and report generation for multiple users
- Forms and workflows should be editable with built-in graphical interface that is easy to use.
- The system/software should allow for export and the ability to save created files and edit files in the system.
- Offer strong reliability, including high uptime percentage, notification of planned updates and outages, ability to request postponement of outage/update due to work schedule, and system stability; data backup and protection from loss of data must be addressed, as should data recovery plans and timetables for data recovery. Please provide a timeline for data recovery, upgrades, etc. (ex. Number of business days for planned system upgrades, what happens during off prime hours, etc.)
- All applications must be formatted for desktops, laptops, and mobile devices
- Provide a sandbox environment to develop and test workflows

Accessibility

- Should meet Section 508 and Web Content Accessibility Guidelines (WCAG 2.0) accessibility and compliance standards
- Vendor should be prepared to demonstrate their compliance by providing a Voluntary Product Accessibility Template (VPAT).
- Vendor should be prepared to provide Mason staff access to a demo or development environment for the purpose of running accessibility testing tools to evaluate adherence to VPAT statements and compliance standards.

Authentication Methods

- Respondent should support Security Assertion Markup Language (SAML) 2.0 and be compatible with Shibboleth IdP Version 3.x or greater. Service Provider initiated Single Sign On is preferred.
- Two-factor authentication , specifically with DUO

Authorization Methods

- Respondent should support access control such as Role Based or Attribute-based; or integrating to common identity and authorization products which support these methods.

Data Security

- The offeror shall outline their system/software's levels of security, how data is kept secure, etc.
- Please clarify in your offer what your security defaults are (Ex. Does your system generally restrict access to classes of documents unless set otherwise?)
- After negotiations/BAFO but prior to contract award the contractor must agree to submit their solution/system to Mason's Architectural Review Board (ASRB) for review/approval.



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



REQUEST FOR PROPOSALS
GMU-1858-23

ISSUE DATE: March 2, 2023
TITLE: Application & Proposal Management Platform
PRIMARY PROCUREMENT OFFICER: Grace Lymas, Assistant Director, glymas@gmu.edu
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on March 13, 2023. All questions must be submitted in writing. Responses to questions will be posted on the Mason Purchasing Website by 5:00 PM ET on March 24, 2023. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: April 7, 2023 @ 2:00 PM ET. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

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

Name and Address of Firm:

Legal Name: WizeHive, Inc.
DBA: WizeHive, Inc.
Address: PMB 263
24 North Bryn Mawr Avenue
FEI/FIN No. 27-4126294
Fax No.
Email: carl.guarino@wizehive.com

Date: April 7, 2023
By: [Signature]
Signature
Name: Carl Guarino
Title: CEO
Telephone No. 484-431-3073

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

SWaM Certification Number:

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

TABLE OF CONTENTS
GMU-1657-20

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	FINAL CONTRACT	3
V.	ADDITIONAL USERS	3
VI.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	3
VII.	SWaM CERTIFICATION	4
VIII.	SMALL BUSINESS SUBCONTRACTING PLAN	4
IX.	PERIOD OF PERFORMANCE	4
X.	BACKGROUND	4
XI.	STATEMENT OF NEEDS	4
XII.	COST OF SERVICES	5
XIII.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	5
XIV.	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	7
XV.	CONTRACT ADMINISTRATION	8
XVI.	PAYMENT TERMS/METHOD OF PAYMENT	8
XVII.	SOLICITATION TERMS AND CONDITIONS	9
XVIII.	RFP SCHEDULE	10
XIX.	ARCHITECTURAL STANDARD REVIEW BOARD REQUIREMENTS	10
ATTACHMENT A	SMALL BUSINESS SUBCONTRACTING PLAN	12
ATTACHMENT B	SAMPLE CONTRACT	14
ATTACHMENT C	DATA SECURITY ADDENDUM	25
APPENDIX A	SUMMARY OF FUNCTIONAL AREAS AND BUSINESS REQUIREMENTS	27
APPENDIX B	MASON SYSTEMS FUNCTIONAL REQUIREMENTS AND SECURITY INFORMATION	29

- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide an application and proposal management platform for George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

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

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

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

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

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

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

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

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

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

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

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

IX. PERIOD OF PERFORMANCE: One (1) year from Effective Date of contract with nine (9) successive one-year renewal options (or as negotiated).

X. BACKGROUND: George Mason University’s short history is one of an enterprising and innovative pioneer, creating a major teaching and research university from a small, one-room schoolhouse in just 50 years. George Mason University is recognized as an innovative, entrepreneurial institution with global distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering and information technology, dance, organizational psychology and health care, Mason students are routinely recognized with national and international scholarships. Enrollment is more than 38,000, with students studying in 198 degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 200,000 living alumni with 60% residing in the Washington Metropolitan Area.

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

The Research and Innovation Initiatives (RII) office nurtures and promotes state-of-the-art research and scholarship at Mason, providing resources that assist the Mason faculty-postdoc-student community with the identification of external funding opportunities and the development of high-quality proposals, sponsored projects and activities. The office provides services that: introduce Mason PIs to new and existing funding opportunities; facilitate the formation of effective multidisciplinary teams both within Mason and with other external partner organizations; result in the creation of higher quality, collaborative proposals; ensure productive relationships with colleagues in the other Mason organizations including the Office of Research Services, Corporate and Foundation Relations, and Mason Enterprise. The office also supports Mason’s three University Research Institutes (Institute for BioHealth Innovation, Institute for a Sustainable Earth, and Institute for Digital Innovation) as well as the Transdisciplinary Centers for Advanced Study, other University Level Research Centers, and Mason Core Facilities.

The Research and Innovation Initiatives (RII) and Graduate Education (GE) departments, along with other departments and centers, such as the College of Health and Human Services, College of Humanities and Social Sciences, Institute for a Sustainable Earth, Office of Research, and Criminal Investigations and Network Analysis (CINA; externally funded) among others, conduct internal competitions (amongst faculty or students) and funding competitions which invite applications from those outside of Mason (CINA). Many use a variety of processes including email, Excel spreadsheets, Work or PDF documents which are cumbersome and inefficient. In particular, the systems currently used require substantial manual input, including email exchanges, manual creation of summary and processing documents based on the application submissions and reviews as well as manual data and assessment tracking. The goal is to implement an application management system that is automated and provides for improved and efficient processes.

XI. STATEMENT OF NEEDS: Mason is seeking a professional, qualified, and knowledgeable consulting and/or technology organization that can provide a comprehensive application and proposal management system for various departments within the university. The systems should provide tools for tracking and reporting on applications (e.g.,

number of opportunities posted, number of applications by opportunity, average ratings across applications, average rating by reviewer, number of applications submitted/awarded by applicant, etc.). Finally, the platform should allow for the collection of assessment data including but not limited to evaluation forms, quarterly/annual reporting, publications, grant submissions in a secure environment.

Expected Scope of Services

This project must be responsive to meeting the critical need described in the text above. Offerors should prepare their proposals to address our needs, delineating how they will provide services within a specify timeline.

Key areas to be addressed by the proposed approach are expected to include, but may not be limited to, the following:

- Description of software tool(s) proposed.
- Description of business process redesign, change management, and related consulting approaches.
- Description of how business process will align with proposed tools, along both functional and technical requirement elements.
- Recommendations regarding operational and technical implementation.
- Description of how the offeror will integrate proposed solutions with current systems and or transition smoothly from current systems.
- Full timeline proposed, through development/implementation phases.

Offerors are expected to provide a detailed approach, including estimated hours and rates (and other, relevant expenses) along with supporting justification.

****See Appendices A-B for detailed general requirements, existing systems, and functional requirements.**

XII. COST OF SERVICES: Provide detailed pricing for any systems/software, consulting/services, training, travel, etc. and include the following:

- Please provide and break down separately all one-time and recurring costs associated with your offered solution/system. Offerors should provide costs for implementation, integration, support/services, training, development, data transfer, and maintenance costs. Your pricing/cost of services quoted should be inclusive of all associated costs for this system/solution/service.
- If there are any discounts available for volume, multi-year commitments, enterprise wide licensing, etc. please make sure to clearly state those in your proposal.
- Describe how you propose to handle any travel or out-of-pocket expenses related to provisions of these services. Specifically address expenses for resources based in locations near Mason. As part of your offer (if travel reimbursement or travel fees/costs/expense are to be billed) your organization must agree to accept to be reimbursed in accordance with Mason’s per diem policies/requirements (GSA per diem rates). Please clearly outline any travel requirements/costs/expenses in your offer.

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

ELECTRONIC PROPOSAL SUBMISSION: Mason will only be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.

The following shall apply:

- a. You must submit your proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified on the cover page.
- b. The subject line of your email submission should read, "**RFP GMU-1858-23**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # _ of _ total".
- c. The Offeror must ensure the proposals are delivered to the procurement officers' email inboxes, sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
- d. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted (See 2d below).
- e. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
- f. Each email may not be larger than 20MB.
- g. All solicitation schedules are subject to change.
- h. Go to Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. 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.

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

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be

protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate attachment of the proposal with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm's entire proposal will be available for public inspection.*

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

3. Oral Presentation: Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

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

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

1. Procedural information:
 - a. Return signed cover page and all addenda, if any, signed and completed as required.
 - b. Return Attachment A - Small Business Subcontracting Plan.
 - c. State your payment preference in your proposal response. (See section XVI.)
2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not exceed 2 pages.
3. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.
5. Proposed Pricing: Provide proposed cost/pricing off all elements of your offer. See Section XII. Cost of Services. Cost proposals should be inclusive of all cost/prices to meet the requirements outlined in Section XI Statement of Needs and Attachment C.
6. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.

- c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
- d. In the past ten (10) years has your firm’s name changed? If so please provide a reason for the change.

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1. Quality/flexibility of products/services offered and suitability for the intended purpose	25
2. Qualifications and experiences of offeror in providing the goods/services, including references	25
3. Specific plans or methodology to be used to provide the services	20
4. Price Offered	20
5. Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
Total Points Available:	100

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

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

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received by Mason by the designated date and hour. The official time used in the receipt of proposals is the "received" time on the Primary or Secondary Procurement Officers email inbox, whichever is earlier. Proposals received after the due date and time has expired will not be accepted nor considered. Mason is not responsible for delays in the delivery of email. It is the responsibility of the offeror to ensure that their proposal reaches the Primary or Secondary Procurement Officer's email inbox by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be

met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.

- I. **QUALIFICATIONS OF OFFERORS:** Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. **RFP DEBRIEFING:** In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. **TESTING AND INSPECTION:** Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVIII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 3/2/23
- Vendors submit questions by: 3/13/23 by 4:00 PM ET
- Post Question Responses: 3/24/23 by 5:00 PM ET
- Proposals Due: 4/7/23 @ 2:00 PM ET
- Proposals to Committee: 4/4/23
- Review and Score Proposals: 4/5/23 – 4/17/23
- Scores to Purchasing: 4/18/23
- Oral presentations (if necessary): 4/24/23 – 5/5/23
- Negotiations/BAFO: Start week of 5/8/23
- ASRB 4-8 weeks
- Award: TBD
- Contract Start Date: TBD

XIX. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS:

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

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

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation, including but not limited to the vendor's SOC 2 Type (preferred) and/or your third-party hosting vendor's SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a SOC 2 Type II for your organization (or other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.
- VPAT, and a useable software demo or "sandbox" for accessibility testing,
- And any single sign-on documentation.
- Additional documentation or items may be requested as needed during the review process.
- The contractor may be asked to answer ASRB questions verbally or in writing

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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

**ATTACHMENT B – SAMPLE CONTRACT
GMU-1858-23**

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 _____, 2023 (Effective Date) 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 _____ for the _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated
- V. **CONTRACT ADMINISTRATION:** _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Data Security Addendum (attached);
 - C. Negotiation Responses dated XXXXX (incorporated herein by reference);
 - D. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
 - E. Contractor’s proposal dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “Governing Rules” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason,

its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract. (reference to pricing removed)
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute

resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL:
1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - A. notify Mason (by sending an email to export@gmu.edu), and
 - B. receive written authorization for shipment from Mason's Director of Export Controls.

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

pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor’s performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

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

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

The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than \$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, and Commercial Automobile Liability Insurance.

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

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. 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).

EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- FF. 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.
- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- FF. RENEWAL OF CONTRACT: This Contract may be renewed by for nine(9) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "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 or 2%, whichever is lower.
 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, or 2%, whichever is lower.
- II. 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/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. 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.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.

- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
 7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must

request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

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

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

RR. 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.

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C
**Data Security Addendum for inclusion in RFP GMU-1858-23 with
George Mason University (the "University")**

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

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

1. Definitions

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

- a. **"Personally Identifiable Information ("PII")"** means any information that can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, non-directory information and any other information protected by state or federal privacy laws.
- b. **"University Data"** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **"Sensitive University Data"** means data identified by University to Selected Firm/Vendor as Sensitive University Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information.
- d. **"Securely Destroy"** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **"Security Breach"** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **"Services"** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor's use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Sensitive University Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

4. Insurance

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

5. Security Breach

- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Sensitive University Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. AICPA SOC Report (Type II)/per SSAE18: Selected Firm/Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

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

Selected Firm/Vendor

George Mason University

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A:

Summary of the functional areas and business requirements:

General Requirements

Forms & Administration

Please provide a response on the required functionality available through an administrative user interface:

- View and edit hierarchy of the institution based upon user status
- Flexibility of the platform to provide multiple options for different types of competition to include limited submission applications with multiple and single opportunities for applicant selection.
- Create a seamless platform process for proposal submission, review and on-going evaluation.
- Platform should allow for multiple applicants, mentors, and sponsors in a single application workflow.
- Platform should allow various applicants to submit multiple and different dataset for the workflow.
- Platform workflow should allow for multiple steps in the review process.
- The platform should be capable of allowing reviewers to rate applicants using various methods, including but not limited to binary, numerical scale, verbal, ranking, voting, etc.
- Capability to post modify scoring of application based on statistical skews to fairly compare applications.
- Platform should be capable of producing batch process flows.
- Capability to automate conflict of interest and allowing for signing of conflict of interest documentation prior to completing the review process.
- Platform should allow applicants and reviewers to save incomplete/completed work to submit at a later date.
- The platform should generate offer letters after awardees have been selected
- Platform should allow for auto generated emails to applicants for different scenarios (proposal receipt, selection, alert reviewers, etc.).
- The platform will certify data extraction and verify data is no longer store in the vendor environment
- Platform should allow communication between reviewers and administrators.
- Platform will be capable of high-volume workflows, such as cloud bursting.
- The platform should be capable of provisioning workflows and offer previous state and version control.
- Create a landing page with announcements and instructions that can be managed by local administrators.

Reporting

Mason requires the ability to:

- Allow users to generate/view reports appropriate to their level of access based on workflow.
- Generate data metrics on number of proposals, average ratings, reviewer ratings and produce reports.
- Generate summary documents for each application to include the ratings and written feedback.
- Generate reports with various methodology to include, table, chart, pivot chart, geographical and pictorial.
- Reporting should have drag and drop type functionality.
- Brand different reports with different themes.
- Receive reports in PDF format.
- Data be downloaded directly from the user interface in format that easily lends itself to additional analyses (e.g.: Excel, Word, etc.).

Implementation process

- Please describe the models available (e.g., self-service implementation by university IT only; partnered implementation by university IT with vendor assistance; vendor-driven implementation primarily by vendor or partner consultants).
- What is a typical timeline for development and or implementation for a university system of our size?
- What staff resources must the customer provide and devote to the implementation?
- What staff resources does the vendor devote to implementation?
- What training resources or procedures are provided during and after implementation?

- How will project management be handled in the implementation?
- Case studies of implementations from clients similar to Mason are encouraged. The vendor will be asked to provide three references of university clients who we may contact directly.
- The system will be hosted with the vendor.

Customer Support

- Is support included in the annual fees? If so, does it entitle us to unlimited access to technical support?
- Is support available by phone, email, website, and online chat?
- What are the support hours?
- Does your company provide technical and functional support to staff and faculty?
- Provide details on how staff and faculty seek and receive support.
- Does your company provide technical and functional support to institution administrators?
- Does your company provide technical support to the institution's IT staff for SSO or integration issues?
- Provide a sample of your service level agreement.
- Provide videos and/or other training materials for users.
- Designate a specific implementation liaison/team to work with the system administrators during the planning and implementation stages.

Appendix B: *Mason Systems Functional Requirements and Security Information*

Functional Requirements

- Integrate with Banner
- Work with industry standard integration management and ETL tools such as Informatica.
- Offer robust security to protect confidential, sensitive, or proprietary data within the scope of Mason's security protocols.
- Role-based security should be used, and the ability to create, modify, assign, and delete roles should be available to university staff managing the solution.
- Support role and access-based reporting and auditing to facilitate regular review of access and permissions.
- System Data should be encrypted both at rest and in transit.
- Provide a 3rd party audit for security, SOC2.
- Integration with 3rd party systems (such as Salesforce, Huron, and research tool)
- Vendor should provide appropriate documentation of their security architecture, policies, and processes.
- Deliver a user-friendly interface with variety of avenues for data entry, import, export/API available for selected data), and report generation for multiple users
- Forms and workflows should be editable with built-in graphical interface that is easy to use.
- The system/software should allow for export and the ability to save created files and edit files in the system.
- Offer strong reliability, including high uptime percentage, notification of planned updates and outages, ability to request postponement of outage/update due to work schedule, and system stability; data backup and protection from loss of data must be addressed, as should data recovery plans and timetables for data recovery. Please provide a timeline for data recovery, upgrades, etc. (ex. Number of business days for planned system upgrades, what happens during off prime hours, etc.)
- All applications must be formatted for desktops, laptops, and mobile devices
- Provide a sandbox environment to develop and test workflows

Accessibility

- Should meet Section 508 and Web Content Accessibility Guidelines (WCAG 2.0) accessibility and compliance standards
- Vendor should be prepared to demonstrate their compliance by providing a Voluntary Product Accessibility Template (VPAT).
- Vendor should be prepared to provide Mason staff access to a demo or development environment for the purpose of running accessibility testing tools to evaluate adherence to VPAT statements and compliance standards.

Authentication Methods

- Respondent should support Security Assertion Markup Language (SAML) 2.0 and be compatible with Shibboleth IdP Version 3.x or greater. Service Provider initiated Single Sign On is preferred.
- Two-factor authentication , specifically with DUO

Authorization Methods

- Respondent should support access control such as Role Based or Attribute-based; or integrating to common identity and authorization products which support these methods.

Data Security

- The offeror shall outline their system/software's levels of security, how data is kept secure, etc.
- Please clarify in your offer what your security defaults are (Ex. Does your system generally restrict access to classes of documents unless set otherwise?)
- After negotiations/BAFO but prior to contract award the contractor must agree to submit their solution/system to Mason's Architectural Review Board (ASRB) for review/approval.



wizehive

George Mason University RFP GMU-1858-23

George Mason University RFP GMU-1858-23	2
Cover Letter & Introduction	3
Company Profile	4
Proposed Solution for George Mason University	6
Enterprise Deployment Overview	7
Bringing Zengine to Life for George Mason University	11
Your Team	12
Training, Onboarding & Implementation Methodology	12
Customer Journey	12
Support Services Summary	14
Data Security & Compliance	16
Accessibility	18

Cover Letter & Introduction

Dear George Mason University:

Thank you for your interest in WizeHive.

Enclosed within this response you will find answers to the specific questions posed in the RFP as well as further information on WizeHive, the Zengine Platform including screenshots and functional information, client services and onboarding/implementation overview, as well as our approach to security and privacy.

WizeHive has been a leader in the Grants Management space for over a decade and is proud to work with many Higher Education institutions throughout the country. The Zengine Grants Management system was designed with flexibility, data management, and security in the front of mind as well as a clean and modern user experience for all constituents.

We look forward to any questions you might have.

Respectfully Submitted;

Eric Malehorn

Sr. Customer Success Manager

ph: 484-534-8615

e: eric.malehorn@wizehive.com

Company Profile

WizeHive provides a secure, cloud-platform - Zengine™ - along with comprehensive, industry-leading services and support, to mission-based organizations. A highly configurable platform that can be tailored to your unique processes, goals, and objectives, Zengine enables the full lifecycle management of grants, scholarships, fellowships, and more.

Who We Serve & Support

WizeHive serves some of the most important mission-based organizations - foundations, universities, associations, government offices, and healthcare institutions - all over the world. From some of the most respected names in the philanthropic community to local, grassroots initiatives, our clients all have powerful and valuable missions and a true sense of purpose - cornerstones that drive them and, in turn, us.

What We Offer

Comprehensive, easy-to-use, and amazingly flexible and configurable, our technology enables the application, review, and full lifecycle management of the grants, scholarships, fellowships, and awards that lie at the heart of our clients' missions.

Why We Do What We Do

We are humbled by the missions that drive our clients. We also recognize that much of the technology available to them has either been designed primarily for a corporate market or was designed to only fit a standard process. As a result, mission-based organizations are often faced with the challenge of how to fit their unique programs and processes into a limited and cookie-cutter system. We believe that there is nothing standard about our clients' missions; it is our highest purpose to design technology platforms with mission and specific objectives in mind.

How We Help

From the start of our relationship, we strive to deeply understand an organization's driving mission and enable their programs through Zengine, our highly-configurable and open-architecture platform. We pair this software with dedicated and human service. Our team is not only technically competent and process-oriented, but motivated by the invaluable work our technology enables. From one-on-one training to continual educational opportunities to personable support, we enjoy innovating and collaborating for the good of our client's objectives.

Company History

WizeHive was founded in 2008 with a belief that non-profit organizations deserve better technology to power their lofty missions. Our clients are our heroes and it remains our highest purpose to continuously advance and deliver technology solutions that amplifies and accelerates their impact.

In 2010, the company launched its first SaaS solution ("Select"), designed to enable more effective and more efficient grant making. Over the next 5 years and with 350 non-profit organizations successfully using Select™, the company recognized the need for a solution that not only offered the powerful grant management features in Select but in a manner that could be adapted and configured to support the range of grant programs (as well as related giving programs like scholarships and fellowships) and the unique processes needed to achieve the unique objectives of each program.

In 2016 the company launched its “next gen” Grants Management Solution: Zengine™, the most powerful and flexible solution for Grants, Scholarships, and Fellowships - coupled with a proprietary Mission-based Blueprinting™ approach and services that ensure Zengine can be quickly and successfully configured and implemented to optimize each client's unique programs.

Over the next 6 years the company brought over 500 clients onto the Zengine platform, significantly expanded its leadership team and raised capital that allowed the company to further invest in innovations including those that offer the highest levels of security, a robust API to allow seamless integrations and numerous efforts to scale and globalize the platform.

Today Zengine is the #1 rated GMS based on the highest number of 5 star customer reviews on Gartner's Capterra site. The power of the platform and these ongoing investments have made Zengine the solution of choice for some of the world's most demanding grant making organizations from The American Red Cross and the CDC to IBM, Microsoft and the Coca Cola Scholars Foundation, University of Pennsylvania and Harvard.

To extend the company's portfolio of solutions that enable philanthropic giving (in many forms), WizeHive recently (end of 2021) acquired Bright Funds - a leading provider of employee giving/matching and volunteer solutions (clients include Campbells Soup, VMWare, FMC). This solution enables organizations to go beyond centralized grant making and engage employees and members in giving and volunteering efforts for a more holistic giving approach.

Flexibility is Evidenced by the Incredible Range of Heroic Missions and Programs *Powered by WizeHive*



Proposed Solution for George Mason University

Zengine II Enterprise

Zengine II is flexible and configurable. Configure tables, forms, fields, reports, dashboards, and more to meet your unique needs. Zengine II adapts to, and optimizes your processes rather than you having to adapt to it.

We have various methods of collecting and sharing data with Zengine II, making it perfect for collecting data from applicants, affiliates, donors, and volunteers. We expect that our submission portal, application forms, and our reviewers portal will all likely play a role as we implement your system.

Our integration options make it easy for us to integrate with almost anything else that is in the cloud, such as Salesforce.

Overall, Zengine II not only helps clients effectively automate their current processes but is one of the only solutions that adapts as your organizational needs change. Zengine II can serve as a foundation to build around and can easily be modified, enhanced, or expanded.

WizeHive's Enterprise Package is a fully tailored, comprehensive solution that addresses the needs of larger organizations or those managing multiple or complex programs. Designed for your needs but without the time and cost of a fully custom solution, this option allows for great flexibility, automation, and data reporting.

Enterprise Deployment Overview

WizeHive's Enterprise Package is a fully tailored, comprehensive solution that addresses the needs of larger organizations or those managing multiple or complex programs. Designed for your needs but without the time and cost of a fully custom solution, this option allows for great flexibility, automation, and data reporting.

Below are key elements and features. The specific forms, steps, stages, assignments, and reports will be adapted to fit your program:

Program Set-up and Configuration

PROGRAM SETUP AND CONFIGURATION

- ✓ Visual Workflow Builder
- ✓ Easy to configure forms
- ✓ New Field Types

Comprehensive Applicant Experience

COMPREHENSIVE APPLICANT EXPERIENCE BREAKS DOWN BARRIERS TO ACCESS AND PROMOTES COLLABORATION

- ✓ Full end-to-end process in a single portal
- ✓ Mobile First Design
- ✓ Collaboration
- ✓ Eligibility Screening
- ✓ Tables / Budgets / Milestones / Goals

The screenshot shows the Zen Foundation applicant portal. The user is logged in as calvin.hui@wizehive.com. The main menu includes: Main Menu, Programs, Your Profile, Your Applications, and Your Awards. The 'Programs' section is active, displaying a list of programs with 'Sort by: Newest to Oldest'.

Program Name	Term	Deadline	Award	Actions
Here to Help Scholarship	Fall 2022	Deadline: 2/20/2022	\$10,000 Award	Preview Apply
Giving Grants	Spring 2023	Deadline: 8/20/2022	Variable Award	Preview Apply
Community Organizing Grants	Spring 2023	Deadline: TBD	\$2,000 Award	Preview Apply

Enhanced Review & Approval Workflows

MANAGE THE REVIEW PROCESS WITH ENHANCED ADMIN TOOLS

- ✓ Staff Monitoring of Application Progress
- ✓ Manage Qualification
- ✓ Request Revisions from Applicants
- ✓ Manage Constituent Relationships
- ✓ Assign & Manage Reviewers

The screenshot shows the WizeHive admin portal. The user is logged in as mike.esmail@wizehive.org. The main menu includes: Back to All Programs, Program Info, Program Members, Reporting Dashboard, Default Cycle, Intake Round 1, Review Round 1, Intake Round 2, Review Round 2, Review Assignments, and Program Settings. The 'Review Round 1' section is active, displaying a table of applicants with a 'Round in Progress...' notification.

Applicant Name	Applicant Email	Submitted Date	Submission Status
Ivan Thompson	ivan.thompson@wizehive.com	01/08/21 11:58 PM Late	Approval Needed
Alison Hughes	alison.hughes@wizehive.com	01/01/21 11:57 PM	Submitted
Darius Griggs	darius.griggs@wizehive.com	01/01/21 11:56 PM	Submitted
Patrick Highsmith	patrick.highsmith@wizehive.com	01/01/21 11:55 PM	Submitted
Aarush Gunasekar	aarush.gunasekar@wizehive.com	01/01/21 11:54 PM	Submitted
Jim Copplestone	jim.copplestone@wizehive.com	01/01/21 11:53 PM	Submitted
Meiko Lin	meiko.lin@wizehive.com	01/01/21 11:52 PM	Submitted
Reema Abdul	reema.abdul@wizehive.com	01/01/21 11:51 PM	Submitted
Constantinos Elias	constantinos.elias@wizehive.com	01/01/21 11:50 PM	Submitted
Mauricio Bonavides	mauricio.bonavides@wizehive.com	01/01/21 11:49 PM	Submitted

Showing 1 to 10 out of 100 | Results per page: 10

Decision Making and Awarding Made Easy

MANAGE DECISION MAKING AND AWARDS WITH EASE

- ✓ **Configure Program Awards & Budgets**
- ✓ Track Against Budget
- ✓ Share Award Documents & Agreements
- ✓ Recipient Award Acceptance

Intuitive Post Award Reporting and Monitoring

INTUITIVE POST AWARD REPORTING AND MONITORING

- ✓ **Staff manage and track recipient Post-Award Requirements**
- ✓ Recipients View Updates and Message in Platform
- ✓ Gather Data and Supporting Information
- ✓ Submit & Manage Amendments

Manage New Award Cycles in a Single Click

CONFIGURE NEW CYCLES WITH A CLICK OF A BUTTON

- ✓ View & Manage All Award Cycles in a Single Dashboard
- ✓ Duplicate any past cycles with a single button click

WizeHive mike.esmail@wizehive.org Log Out

Program Name Here
All Award Cycles

Each program starts out with a Default Cycle. You can rename this cycle, create a new one, or duplicate a cycle.

- Fall 2022 Created on 10/31/22 Active Workflow
- Fall 2022 Copy 1 Created on 11/01/22
- Fall 2022 Copy 1 Copy 1 Created on 11/05/22

Alert Message/Toast: You cannot delete a cycle with an active workflow.

Gain Insights and Measure Outcomes with Enhanced Reporting

DASHBOARDS AND REPORTING HELP TELL YOUR STORY

- ✓ Gain insights to your program's impact
- ✓ Measure your outcomes
- ✓ Provide stakeholders with insights into your decision making and program's impact.

WizeHive

Program Allocations

21 Programs 5,406 Awards \$31.56M Total Awards

Charities Supported

Charity	Program	Award Count	Total Awarded (\$)
Charity 1	Program 1	100	\$1,000,000
Charity 2	Program 2	200	\$2,000,000
Charity 3	Program 3	300	\$3,000,000
Charity 4	Program 4	400	\$4,000,000
Charity 5	Program 5	500	\$5,000,000
Charity 6	Program 6	600	\$6,000,000
Charity 7	Program 7	700	\$7,000,000
Charity 8	Program 8	800	\$8,000,000
Charity 9	Program 9	900	\$9,000,000
Charity 10	Program 10	1000	\$10,000,000

Total Grants by Impact Area

Grants by Congressional District

District	Count	Amount	Total Awarded (\$)
CD 1	100	\$1,000,000	\$1,000,000
CD 2	200	\$2,000,000	\$2,000,000
CD 3	300	\$3,000,000	\$3,000,000
CD 4	400	\$4,000,000	\$4,000,000
CD 5	500	\$5,000,000	\$5,000,000
CD 6	600	\$6,000,000	\$6,000,000
CD 7	700	\$7,000,000	\$7,000,000
CD 8	800	\$8,000,000	\$8,000,000
CD 9	900	\$9,000,000	\$9,000,000
CD 10	1000	\$10,000,000	\$10,000,000

Duration: Amount by Year

Number Hours Logged by Month

Impact Area

Charity	Program	Duration (Hours)	Number Hours Logged
Charity 1	Program 1	100	1000
Charity 2	Program 2	200	2000
Charity 3	Program 3	300	3000
Charity 4	Program 4	400	4000
Charity 5	Program 5	500	5000
Charity 6	Program 6	600	6000
Charity 7	Program 7	700	7000
Charity 8	Program 8	800	8000
Charity 9	Program 9	900	9000
Charity 10	Program 10	1000	10000

Duration by Impact Area

Geography

Countries with Most Charities

Country	Count
USA	1000
Canada	500
UK	300
Australia	200
France	150
Germany	100
India	50
Japan	50
South Korea	50
China	50
Other	50

Countries with Most Awards

Country	Amount
USA	\$10,000,000
Canada	\$5,000,000
UK	\$3,000,000
Australia	\$2,000,000
France	\$1,500,000
Germany	\$1,000,000
India	\$500,000
Japan	\$500,000
South Korea	\$500,000
China	\$500,000
Other	\$500,000

Bringing Zengine to Life for George Mason University

Your WizeHive Team

We understand that you aren't just purchasing a new software system; you are investing in a partner that will power some of your organization's most important and impactful work. In addition to delivering a best in class platform for your grants management needs, we take pride in providing valuable resources, information, and support.

- ❖ **Client Success Manager** - Your CSM is your direct point of contact at WizeHive for all pre-implementation needs, including preparing all necessary documents, and coordinating any other resources needed within WizeHive. They will continue to be your direct point of contact at WizeHive for all post-implementation needs, including account management and coordination, contract renewals, escalation assistance..
- ❖ **Director of Implementation** - oversees all implementation projects at WizeHive. He manages the WizeHive Implementation team and allocates resources and monitors all project timelines and progress for success.
- ❖ **Implementation Lead** - you'll be assigned an Implementation Lead, a direct point of contact during your implementation and training. Our team of leads understand best practices and will work with you to define, design, build, and thoroughly test and train you on the most effective configuration.
- ❖ **Education Services Team** - WizeHive's Education Services team provides a set of foundational training webinars to provide your team with basic platform knowledge. In addition, this team partners with your implementation lead to provide live initial customer-specific training webinars to address the nuances of your program. Finally this team ensures you have access to ongoing "on-demand" resources to keep you up to date on new features and ensure your organization's success and growth in Zengine.
- ❖ **Support Services** - Following the implementation of , training on and launch of your program, we introduce you to our Support Resources and Team (these resources are included with your annual subscription).

Training, Onboarding & Implementation Methodology

Mission-based Launch Methodology™ - True tailoring at speed

We quickly configure initial end-to-end solution from your blueprint and inputs...



One meeting each week thereafter to refine each major milestone:

- Time to review, refine, test each major process step
- You build upon thoughtful, tested decisions
- Opportunity to learn/absorb as you go



wizehive

Final training on your specific and fully tailored solution



Customer Journey

The overall process follows our Client Journey which is our methodology for engaging our clients from first contact to last contact. This methodology has been developed through the course of engaging almost a 1000 clients, and continues to be refined. The spirit of the methodology is to engage you in an efficient but effective and comprehensive process with us. Our goal is to align outcomes, goals and set appropriate expectations to achieve a sound and working relationship. Before you sign with us during the sales process a Solution Architect will be assigned to you and will conduct your blueprinting exercise. The output of this ensures our implementation teams have a clear and accurate representation of how our solution should be configured, and a client-facing copy is provided to you so you can verify and envision the solution should you sign with Wizehive. The Solution Architect will be called upon as and when needed pre and post signing with us.

Within 2 days of signing with us, you will be assigned an Account Manager who is responsible for the commercial aspects of the relationship, client satisfaction, client advocacy and escalations (should these occur). Additionally you will be assigned an implementation team lead who, along with their team, will configure the system so it's meeting your needs for production. Additionally a support lead is assigned.

Within 3 days of signing with us, this internal Wizehive team will meet with your Account Executive and everyone is briefed on your account. Within 5-7 days pending availability, we will have a meeting with you/your team, and the above mentioned Wizehive team to kick off the initiative. Intros, roles and responsibility, deliverables and timelines will be covered. Additionally, how to engage each function will be explained and your solution overview will be discussed to verify alignment. Within 10-30 days of signing your solution will be configured, use cases run, and training provided to your team. Shortly thereafter, "hand-off" to you will occur.

Throughout the course of our relationship, your support team is available for technical matters and training assistance. Your Account Manager will provide monthly reports, and conduct monthly and quarterly check-ins to review progress, key statistics and metrics, and 3 months prior to your anniversary date, conduct a session to plan for the following years programs.

Communications

As part of the Client Journey methodology, we will manage interactions with you from signing to last contact. During implementation the team will communicate via standing weekly calls, as well as a joint project plan so you can check status real time. For those clients willing and technically able, we can connect you into a slack channel for ad hoc items. Post production, your Account Manager will have no less than monthly check-in's along with monthly reports and metrics they will share, and more formal quarterly business reviews. While this is part of our standard journey, we can make adjustments based on your particular needs, so long as we aren't negatively affecting the integrity and intent of the methodology.

Support Services Summary

WizeHive Support Services provides our clients with a service structure built to provide speed to resolution.

For some clients, speed to resolution might be achieved via the KnowledgeBase articles, training materials, and webinars found in our Help Center. We have made this information readily available via our corporate website, <https://www.wizehive.com>, and our Zengine™ platform.

For others, speed to resolution is best achieved via interaction with our Support Services Team and the submission of a ticket via the Contract the Support Team form located within the Zengine platform and also in our Help Center, <https://support.zenginehq.com/>.

Support Hours of Availability

The Support queue is monitored by WizeHive's Support Services team between the hours of 8:30 AM EST - 5:30 PM EST Monday-Friday with continued monitoring off-hours, and on weekends, to serve and support clients operating outside of Eastern Standard Time.

Scheduled Phone Support is offered Monday - Friday during normal business hours with exceptions as required.

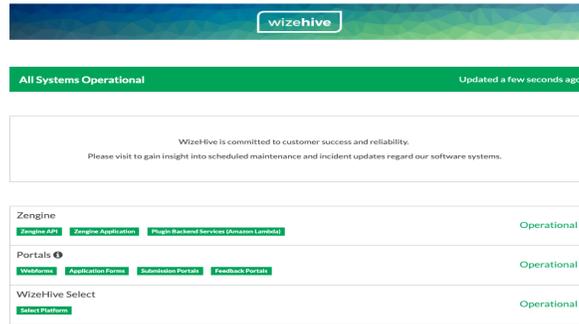
System Maintenance

All routine maintenance is performed outside of our normal business hours (*Monday - Friday 8:30 AM EST - 5:30 PM EST*). If we believe maintenance may cause any downtime to the system, we will notify users and clients via status.wizehive.com.

System Availability

WizeHive will use commercially reasonable efforts to make the WizeHive Systems available with a Monthly Uptime Percentage (defined below) of 99% during any calendar month period (the "Service Commitment"). In the event WizeHive does not meet the Service Commitment, you will be eligible to receive a Service Credit as described in your contract.

WizeHive System Status is shared and updated real time via status.wizehive.com and is managed by Client Services & Development Leadership Teams.



Service Commitment & SLA

WizeHive will use commercially reasonable efforts to make the WizeHive Systems available with a Monthly Uptime Percentage of at least 99.5% during any calendar month period

WizeHive SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of your account at WizeHive, or any other WizeHive performance issues that: (i) are caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of WizeHive; (ii) result from any actions or inactions of you or any third party; (iii) result from Harvard equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control) or (iv) relate to any third party integrations or custom development.

Data Security & Compliance

Robust security, privacy, and compliance practices

WizeHive Has a Strong Security & Privacy Culture

- No data breaches in 12+ years of business.
- Monthly team security & privacy training
- Dedicated Privacy and Security Teams

Regulatory Compliance & Certifications

- SOC 2 Type 2
- ATOs issued by the CDC & US Dept of ED FEDRamp Compliant at the Moderate Level using NIST 800 r4 Framework
- CCPA (US CA), GDPR (EU) Privacy Regulation Compliant
- U.S. Health Insurance Portability and Accountability Act (HIPAA) Compliant

Technology with Security at its Core

- Data Hosting - Amazon Web Services (Certified Data Centers)
- Encryption - TLS 1.2 and is 256-bit encrypted data in transit & at rest
- TLS/HTTPS browser connections
- Monthly audits as well as quarterly external audits

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wizehive

WizeHive takes the security, safety, and privacy of our customers' data and that of their constituents very seriously. As a cloud SaaS platform provider serving large enterprises, health systems, federal and state government agencies, and other complex organizations with extensive security needs, we rely on the latest tools and strategies to ensure data security and have implemented best practices across a number of levels in order to confidently offer a secure system.

WizeHive has a designated Security Officer and Privacy Officer who lead all efforts on security and training compliance, with additional resources allocated as appropriate. The team regularly attends conferences and training, as well as reviews OWASP and industry specific blogs, to keep up to date on best practices.

Additionally, all WizeHive personnel undergo security and privacy training as part of their orientation process and receive comprehensive training on at least an annual basis. Special topics in security and privacy are regularly presented at company-wide meetings to reinforce key concepts.

WizeHive maintains a robust set of security policies and procedures, modeled after the NIST 800-53 security framework, moderate level. These include:

- access controls
- uptime monitoring
- risk assessments
- third-party penetration studies
- system maintenance procedures
- plans for potential security or privacy breach incidents

To date, WizeHive has never had a security or privacy breach. In addition, WizeHive offers platforms and databases designed to meet the needs of popular regulations, including GDPR, HIPAA, FedRAMP, and PIPEDA. WizeHive is also Privacy Shield certified.

WizeHive uses Amazon Web Services (AWS) to store data for its Zengine platform; WizeHive does not maintain any of its own servers on-premise. Customer data is secured by AWS' industry-leading security measures, quick scaling, and high availability rates. Data is stored in the AWS US-East region and is replicated to a second data center for disaster protection. Data is stored in a multi-tenant environment protected by logical access controls.

All data traffic is encrypted in transit, at rest, and in backups. All TCP traffic occurs over TLS 1.2 and is 256-bit encrypted when possible.

WizeHive conducts, documents and/or reviews its risk assessment every three years, or more often if significant change occurs. This assessment is conducted against all security and privacy policies described in this document. Risk assessment results are disseminated to management and to individual teams on an as needed basis.

Several other vendors are used to transmit or transform data as part of Zengine's services. We perform a risk assessment with each vendor and sign a data sharing agreement prior to transmitting any customer data.

WizeHive subscribes to Cobalt.io, a third-party penetration testing service that uses a mix of automated and manual testing. Scans are performed twice a year, with results immediately reviewed and prioritized by the product team. Once a vulnerability is fixed, Cobalt.io re-tests to confirm resolution. WizeHive's latest scan showed no vulnerabilities; a copy of this report from Cobalt.io can be shared upon request.

WizeHive maintains a contingency plan for WizeHive Systems designed to respond to disaster, compromise, disruption, or failure in a manner that preserves core business functionality and minimizes adverse impacts to users.

The plan identifies essential missions and business functions and associated requirements. In its first step, a meeting of disaster recovery team members confirms recovery goals and priorities, defines roles and responsibilities, and reviews execution steps.

WizeHive conducts real-time and daily backups of user and system-level information stored in Zengine that are stored, encrypted, for 30 days. In the event of an incident requiring disaster recovery for all customers, WizeHive would use these backups to restore data. Recovery would use these backups and configurations defined in an automated deployment system so as to recover without deterioration of security safeguards normally implemented. The recovery systems are reviewed by Network Administrators and the Security Administrator prior to becoming operational.

Administrator tools like permission-based roles, audit trails, and data backups provide customers with additional ways to manage and ensure security.

Protecting your data is central to our business and our promise to you. Through regular updates, transparency, and best practices, we serve as a partner to ensure your programs and all data are and remain safe.

Accessibility

Accessibility is an important consideration for our product development at WizeHive as we feel it is important to ensure our software offers an inclusive experience to all users. There are two major sets of guidelines that are commonly used in the United States: Section 508 and Web Content Accessibility Guidelines (WCAG).

Section 508 refers to a government agency focused on accessibility standards, a reference to a particular section of the Rehabilitation Act of 1973 which requires Federal agencies to make electronic and information technology accessible to people with disabilities. A set of standards have been created to assist companies when offering products to Federal agencies. Web Content Accessibility Guidelines (WCAG) provides a standard for web content accessibility.

A Voluntary Product Accessibility Template, or VPAT, is a document which communicates to our customers the ways in which our products conform, or do not conform, to accessibility guidelines. A VPAT focuses on the guidelines from both Section 508 and WCAG. WizeHive's VPAT is available upon request.

WizeHive is committed to providing its Zengine TM platform in a manner that is accessible to all individuals through the use of assistive technology and other means. To help meet our goal, WizeHive follows the internationally recognized best practices in Web Content Accessibility Guidelines (WCAG) 2.0 Level AA to the extent possible.

WizeHive Inc. Proposal - Core Requirements for RFP GMU-1858-23

Appendix	Functional Area	Requirement	Status	Notes / Brief Description
A	Forms & Administration	View and edit hierarchy of the institution based upon user status	Meets requirements	
A	Forms & Administration	Flexibility of the platform to provide multiple options for different types of competition to include limited submission applications with multiple and single opportunities for applicant selection.	Meets requirements	
A	Forms & Administration	Create a seamless platform process for proposal submission, review and on-going evaluation.	Meets requirements	
A	Forms & Administration	Platform should allow for multiple applicants, mentors, and sponsors in a single application workflow	Meets requirements	
A	Forms & Administration	Platform should allow various applicants to submit multiple and different dataset for the workflow	Meets requirements	
A	Forms & Administration	Platform workflow should allow for multiple steps in the review process.	Meets requirements	
A	Forms & Administration	The platform should be capable of allowing reviewers to rate applicants using various methods, including but not limited to binary, numerical scale, verbal, ranking, voting, etc.	Meets requirements	
A	Forms & Administration	Capability to post modify scoring of application based on statistical skews to fairly compare applications.	Does not meet requirements	Zengine II users will need to export the raw review data and calculate it themselves, then import in the updated scores.
A	Forms & Administration	Platform should be capable of producing batch process flows.	Meets requirements	
A	Forms & Administration	Capability to automate conflict of interest and allowing for signing of conflict of interest documentation prior to completing the review process.	Meets requirements	
A	Forms & Administration	Platform should allow applicants and reviewers to save incomplete/completed work to submit at a later date.	Meets requirements	
A	Forms & Administration	The platform should generate offer letters after awardees have been selected	Will meet requirements	In development (2023).
A	Forms & Administration	Platform should allow for auto generated emails to applicants for different scenarios (proposal receipt, selection, alert reviewers, etc.).	Meets requirements	
A	Forms & Administration	The platform will certify data extraction and verify data is no longer store in the vendor environment	Meets requirements	
A	Forms & Administration	Platform should allow communication between reviewers and administrators.	Partially meets requirements	Automated communications to reviewers. Reviewer comments back to administrators within review forms.
A	Forms & Administration	Platform will be capable of high-volume workflows, such as cloud bursting.	Meets requirements	
A	Forms & Administration	The platform should be capable of provisioning workflows and offer previous state and version control.	Partially meets requirements	Workflows can be provisioned and tested in test mode prior to being published. Currently there is no ability to revert back to a previous version of the workflow.
A	Forms & Administration	Create a landing page with announcements and instructions that can be managed by local administrators.	Meets requirements	
A	Reporting	Allow users to generate/view reports appropriate to their level of access based on workflow.	Will meet requirements	In development (2023).
A	Reporting	Generate data metrics on number of proposals, average ratings, reviewer ratings and produce reports.	Will meet requirements	In development (2023).
A	Reporting	Generate summary documents for each application to include the ratings and written feedback.	Will meet requirements	In development (2023).
A	Reporting	Generate reports with various methodology to include, table, chart, pivot chart, geographical and pictorial.	Will meet requirements	In development (2023).
A	Reporting	Reporting should have drag and drop type functionality.	Will meet requirements	In development (2023).
A	Reporting	Brand different reports with different themes.	Will meet requirements	In development (2023).
A	Reporting	Receive reports in PDF format.	Will meet requirements	In development (2023).
A	Reporting	Data be downloaded directly from the user interface in format that easily lends itself to additional analyses (e.g., Excel, Word, etc.).	Will meet requirements	In development (2023).
A	Implementation Process	Please describe the models available (e.g., self-service implementation by university IT only; partnered implementation by university IT with vendor assistance; vendor-driven implementation primarily by vendor or partner consultants).	-	Partnered implementation by university IT with vendor assistance
A	Implementation Process	What is a typical timeline for development and or implementation for a university system of our size?	-	8-10 week standard implementation
A	Implementation Process	What staff resources must the customer provide and devote to the implementation?	-	Dedicated Program / Project Lead
A	Implementation Process	What staff resources does the vendor devote to implementation?	-	Dedicated Implementation Lead, Implementation Specialist and Customer Success Manager
A	Implementation Process	What training resources or procedures are provided during and after implementation?	-	Please reference section titled, 'Customer Journey', page 13 in the RFP GMU-1858-23 WizeHive, Inc. - Zengine II Enterprise Proposal
A	Implementation Process	How will project management be handled in the implementation?	-	Please reference section titled, 'Customer Journey', page 13 in the RFP GMU-1858-23 WizeHive, Inc. - Zengine II Enterprise Proposal
A	Implementation Process	Case studies of implementations from clients similar to Mason are encouraged. The vendor will be asked to provide three references of university clients who we may contact directly.	-	George Mason University is an existing client of WizeHive, Inc., currently running upwards of 15 active programs. WizeHive, Inc. will provide additional references upon request.
A	Implementation Process	The system will be hosted with the vendor.	Meets requirements	
A	Customer Support	Is support included in the annual fees? If so, does it entitle us to unlimited access to technical support?	Meets requirements	Product Support is included in the annual fee. Professional / Technical Services are provided at the standard rate of \$200/hour.
A	Customer Support	Is support available by phone, email, website, and online chat?	Meets requirements	Email; Phone support provided by request.
A	Customer Support	What are the support hours?	Meets requirements	8:30 AM EST - 5:30 PM EST Monday-Friday
A	Customer Support	Does your company provide technical and functional support to staff and faculty?	Meets requirements	Yes - support provided to staff and faculty, provided they are admin users of the platform.
A	Customer Support	Provide details on how staff and faculty seek and receive support.	Meets requirements	Email; Phone support provided by request.
A	Customer Support	Does your company provide technical and functional support to institution administrators?	Meets requirements	Yes - support provided for admin users.
A	Customer Support	Does your company provide technical support to the institution's IT staff for SSO or integration issues?	Meets requirements	Yes
A	Customer Support	Provide a sample of your service level agreement.	Meets requirements	Attached supplemental information - WizeHive Support Services SLA Official Policy
A	Customer Support	Provide videos and/or other training materials for users.	Meets requirements	https://support.zenginehq.com/
A	Customer Support	Designate a specific implementation liaison/team to work with the system administrators during the planning and implementation stages.	Meets requirements	
B	Functional Requirements	Integrate with Banner	API available; development required	
B	Functional Requirements	Work with industry standard integration management and ETL tools such as Informatica	API available; development required	
B	Functional Requirements	Offer robust security to protect confidential, sensitive, or proprietary data within the scope of Mason's security protocols.	Meets requirements	
B	Functional Requirements	Role-based security should be used, and the ability to create, modify, assign, and delete roles should be available to university staff managing the solution.	Partially meets requirements	Cannot modify and delete roles.
B	Functional Requirements	Support role and access-based reporting and auditing to facilitate regular review of access and permissions.	Meets requirements	
B	Functional Requirements	System Data should be encrypted both at rest and in transit.	Meets requirements	
B	Functional Requirements	Provide a 3rd party audit for security, SOC2.	Meets requirements	Attached supplemental information - SOC2 Type II WizeHive Final Report.
B	Functional Requirements	Integration with 3rd party systems (such as Salesforce, Huron, and research tool)	API available; development required	
B	Functional Requirements	Vendor should provide appropriate documentation of their security architecture, policies, and processes.	Meets requirements	Attached supplemental information - WizeHive Information Security Policy.
B	Functional Requirements	Deliver a user-friendly interface with variety of avenues for data entry, import, export/API available for selected data), and report generation for multiple users	Will meet requirements	In development (2023).
B	Functional Requirements	Forms and workflows should be editable with built-in graphical interface that is easy to use.	Meets requirements	
B	Functional Requirements	The system/software should allow for export and the ability to save created files and edit files in the system.	Meets requirements	
B	Functional Requirements	Offer strong reliability, including high uptime percentage, notification of planned updates and outages, ability to request postponement of outage/update due to work schedule, and system stability; data backup and protection from loss of data must be addressed, as should data recovery plans and timetables for data recovery. Please provide a timeline for data recovery, upgrades, etc. (ex. Number of business days for planned system upgrades, what happens during off prime hours, etc.)	Meets requirements	
B	Functional Requirements	All applications must be formatted for desktops, laptops, and mobile devices	Meets requirements	
B	Functional Requirements	Provide a sandbox environment to develop and test workflows	Meets requirements	
B	Accessibility	Should meet Section 508 and Web Content Accessibility Guidelines (WCAG 2.0) accessibility and compliance standards	Meets requirements	
B	Accessibility	Vendor should be prepared to demonstrate their compliance by providing a Voluntary Product Accessibility Template (VPAT).	Meets requirements	
B	Accessibility	Vendor should be prepared to provide Mason staff access to a demo or development environment for the purpose of running accessibility testing tools to evaluate adherence to VPAT statements and compliance standards	Meets requirements	
B	Authentication Methods	Respondent should support Security Assertion Markup Language (SAML) 2.0 and be compatible with Shibboleth IdP Version 3.x or greater. Service Provider initiated Single Sign On is preferred.	Meets requirements	
B	Authentication Methods	Two-factor authentication, specifically with DUO	Partially meets requirements	WizeHive support MFA email and phone for native logins, but not using DUO. If users are using university credentials then MFA will be managed by the university.
B	Authorization Methods	Respondent should support access control such as Role Based or Attribute-based; or integrating to common identity and authorization products which support these methods	Meets requirements	
B	Security	The offeror shall outline their system/software's levels of security, how data is kept secure, etc.	Meets requirements	Attached supplemental information - Information Security Policy.
B	Security	Please clarify in your offer what your security defaults are (Ex. Does your system generally restrict access to classes of documents unless set otherwise?)	Meets requirements	
B	Security	After negotiations/BAFO but prior to contract award the contractor must agree to submit their solution/system to Mason's Architectural Review Board (ASRB) for review/approval.	Meets requirements	

Financial Cost Summary (for RFP GMU-1858-23)

One Time Costs (does not include Value Add items)

System/Service	Cost (\$) 2023	Assumption used in determining cost
Initial Program Implementation and Onboarding	\$ 10,000.00	Price based on estimated implementation of 50 hours. Additional hours @ \$200/hr

Annual Costs - Option 1 - Per Group License (Group defined as Department, Office, School, Center, Institute, etc.)

System/Service	Cost (\$) for Year 1 (2023)	Cost (\$) for Year 2 (2024)	Cost (\$) for Year 3 (2025)	Additional Considerations / Notes
Software Licensing (1 group)	\$ 15,000.00	\$ 15,750.00	\$ 16,537.50	Annual subscription increase of 5% each successive year.
Software Licensing (2 groups)	\$ 30,000.00	\$ 31,500.00	\$ 33,075.00	Annual subscription increase of 5% each successive year.
Software Licensing (3 groups)	\$ 45,000.00	\$ 47,250.00	\$ 49,612.50	Annual subscription increase of 5% each successive year.
Administrator User Licensing	\$ -	\$ -	\$ -	Each group includes up to 5 administrators.

Annual Costs - Option 2 - University / Site-wide License

System/Service	Cost (\$) for Year 1 (2023)	Cost (\$) for Year 2 (2024)	Cost (\$) for Year 3 (2025)	Additional Considerations / Notes
Software Licensing	\$ 65,000.00	\$ 68,250.00	\$ 71,662.50	Traditional Enterprise volume discount; annual subscription increase of 5% each successive year.
Administrator User Licensing	\$ -	\$ -	\$ -	Each group includes 1 administrator; each additional administrator is \$1,000/year

Value Adds - Integrations - Professional & Technical Services - Per Rate

System/Service	Cost (\$) 2023	Additional Considerations / Notes
Integrations (i.e. Salesforce, DocuSign, Bill.com , Quickbooks, etc.)	\$ 2,500.00	Annual cost per integration.
Professional Services	\$ 200.00	Per hour; Additional hours @ \$200 / hour
Technical Services	\$ 200.00	Per hour; Additional hours @ \$200 / hour
Custom Development	\$ 225.00	Per hour; Additional hours @ \$225 / hour