



Purchasing Department
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 Fairfax, Va. 22030
 Voice: 703.993.2580 | Fax: 703.993.2589
<http://fiscal.gmu.edu/purchasing>

**STANDARD CONTRACT
 GMU-1883-23**

This Contract entered on this **28th day of February 2024** (Effective Date) by Office Remedies, Inc dba ORI hereinafter called "Contractor" (located at 171 Elden Street Suite 160 Herndon, VA 20170) 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 an enterprise survey tool (Qualtrics CoreXM Advanced) software license for George Mason University as set forth in the Contract documents.
- III. PERIOD OF CONTRACT:** Three years from the Effective Date with two (2) successive one-year renewal options at the sole discretion of George Mason University.
- IV. PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges except for those charges related to excess use as specified on the order form excess use clause.

Year	Multi-Year Licensing Pricing**
Year 1	\$127,890
Year 2	\$127,890
Year 3	\$127,890
TOTAL	\$383,670

*Does not include optional Client Success Package

**Multi-Year License Price is locked in at the above prices over the 3-year agreement

- V. CONTRACT ADMINISTRATION:** **Brian Gantt** 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. Negotiation Responses dated 11/6/2023 and 11/17/2023 (attached);
- C. RFP No. GMU-1883-23, in its entirety (attached);
- D. Contractor's proposal dated August 18, 2023 (attached).
- E. EULA Acceptance Form
- F. MSA-Qualtrics Cloud Services for Indirect Sales
- G. Order Form

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.
 - 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. 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 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform 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.
 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 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 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 Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.

- 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 provided by Mason and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without 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:
- (a) During the Subscription Term, Mason may access Mason Data at any time and may export and retrieve Mason Data in a standard format. Export and retrieval may be subject to technical limitations, in which case Contractor and Mason will find an alternative reasonable method to allow Mason access to Mason Data, which may include Contractor delivering an export to Mason upon Mason's request through a support ticket.
 - (b) After the end of the Agreement, Qualtrics will delete all Mason Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.
- 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 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.
- 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 Mason data.
- BB. All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable Federal and State laws . Certain of the Cloud Services that Contractor provides to Mason under the Agreement are or may be configured by Contractor to comply with the applicable requirements for Mason's customers with disabilities. Notwithstanding the foregoing, Mason is solely responsible to configure the Cloud Services to comply with the applicable requirements.
- 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. 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 two million dollars (\$2,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance. The platform vendor, Qualtrics will maintain an umbrella/excess policy in an amount not less than five million dollars (\$5,000,000).
- CC. INTELLECTUAL PROPERTY: Contractor will defend Mason against claims brought against Mason and its Affiliates by any third party alleging that Mason's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right. Contractor shall indemnify Mason against all damages finally awarded against Mason (or the amount of any settlement Contractor enters into) with respect to these claims.
1. Contractor's obligations under this section will not apply if the claim results from (i) Mason's breach of Section 1 of the Master Services Agreement between the parties dated 28 February 2022 (the "MSA"), (ii) use of the Cloud Service in conjunction

with any product or service not provided by Contractor, or (iii) use of the Cloud Service provided for no fee.

2. In the event a claim is made or likely to be made, Contractor may (i) procure for Mason the right to continue using the Cloud Service under the terms of the applicable Order Form, or (ii) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality. If these options are not reasonably available, Contractor may terminate Mason's subscription to the affected Cloud Service upon written notice.

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 two (2) 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 5%.

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 5%.

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) promptly 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 as outlined in End-User License Agreement 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 permanently stored 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 backing up 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 promptly 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 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. All data processing procedures and security can be found in the DPA attached at Exhibit C to the EULA.

1. Immediately upon becoming aware of a security breach resulting in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and reasonably cooperate 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. Mason determines the University Data it will provide to Contractor. 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. Subject to Section 4 of Exhibit C, 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 reasonably necessary to demonstrate compliance with its data processing obligations. Failure to comply with the terms of this Contract, Technical and Organizational Measures 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. 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. Upon request 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.

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.

Office Remedies Inc., dba ORI

DocuSigned by:

Kathy Benson

AD38E52DD15D4F0...
Signature

Name: Kathy Benson

Title: CEO

Date: 2/29/2024

George Mason University

DocuSigned by:

James Russell

2F64E096C77E4DC...
Signature

Name: James Russell

Title: Purchasing Director

Date: 2/29/2024



**Response to Negotiation Memorandum
Solicitation Number: GMU-1883-23**

Delivery Date: November 6, 2023

Submitted by:

Office Remedies, Inc. d/b/a ORI
171 Elden Street, Suite 160, Herndon, VA USA 20170

Point of Contact: Jay Yeo, Senior Consultant
Jay.yeo@orireresults.com / Phone: (765) 413-8897
Website: <http://www.orireresults.com>

SWaM Certification Number : 6107
EIN: 54-1534208 / UEI: Q8DHRJNS1GLS
Small Business
Woman-Owned Small Business

1. End User Committee Questions and Responses

a. Mason requests an agreement that does not place caps on annual responses.

The Qualtrics CoreXM Advanced license for academia must include response allowances/caps.

b. Alternatively, the committee may seek a revised proposal that accounts for all brands (instances) that are currently covered under our license and includes a higher allocation of responses to account for growth throughout the length of the agreement. Will you comply with this request?

We are able to provide revised pricing that covers the additional licenses required. Please see the pricing section below.

c. Mason will need to identify all costs upfront if the proposed response rate is exceeded. Please provide/identify costs for exceeding the response rate.

If response limits are exceeded the Qualtrics George Mason account team will discuss the overage with the GMU team. Together we will discuss the plan for addressing the overages as the causes and ongoing needs vary from situation to situation.

To help provide a more concrete scenario, consider this recent example where a 20K overage was needed. Normally, this would cost \$16,800. By having discussions like the one above, we were able to provide the additional response requirements on an ongoing basis for \$7,200. In this case, we did not charge them for the original overage amount.

Based on historical information, a 10% overage is what we may be able to expect. In the case of GMU, we included 550,000 in your proposal. This represents 58k more than your average volume to allow for growth. If you were to go an additional 10% over (55k responses), the price quote is \$30,000. As you can see from the example above, working through this with your Qualtrics team will result in a more advantageous quote.

d. Identify the cost of consolidating all instances under one brand to effectively manage Mason's environment.

This would need to be custom-scoped by an internal Qualtrics team. This would require additional discovery and discussion with GMU to scope.

e. Mason requests the inclusion of SMS distribution credits within the potential agreement.

SMS credits are provided by a 3rd party. Qualtrics passes through the costs of those to interested clients without any markup. Therefore, we are unable to provide SMS credits without applying the 3rd party vendor costs. The pricing is \$500 for a bucket of 50K credits. We are not able to give these away or negotiate this price.

f. Mason is interested in aligning the contractual term with an August 1st renewal date. Is this possible?

Yes, this is possible.

2. Pricing

a. Please provide pricing for a 12-month, 36-month, and 60-month multi-year agreement

Qualtrics cannot enter into an agreement longer than three years. Please see the revised pricing below:

One Year Core XM Advanced List Price \$134,285
(discounted multi-year pricing below)

Users and Responses

Qualtrics continues to offer academic licenses at extraordinary economies of scale. Your license will allow for tens of thousands of users (up to your FTE count); this allows GMU to scale usage across campus without having to manage individual user seats which is cumbersome to an institution. This is highly-advantageous compared to purchasing individual user seats.

We also must consider response volume. As an existing Qualtrics client, we researched your usage and found that the GMU university-wide license has 8 Qualtrics brands (instances), each of which have users and generate responses. When we look at the last two years we have found the following average annual response rate. Going forward all new and renewed Qualtrics academic research licenses will include response allowances. The pricing proposal set forth allows for **550K responses annually**.

Brand	Average Annual Response Rate (based on 2-year average)
gmusom	64,782
gmu	128,813
chhs	71,741
gmucehd	40,260
gmuchss	172,083
gmuia	11,684
gmulaw	2,824
gmurss	0
TOTAL	492,187

Multi-Year Pricing for university-wide license that includes all 8 brands listed above:

Year	Multi-Year Licensing Pricing**	Year-by-Year Renewal Pricing***
Year 1	\$121,800	\$134,285
Year 2	\$127,890	\$141,000
Year 3	\$134,285	\$148,050
TOTAL	\$383,975	\$423,335

*Does not include optional Client Success Package

b. Mason requests a firm-fixed price for the base and all option years.

The pricing for the base and option years provided above is firmed-fixed price.

c. Mason is willing to enter into a multi-year contract for this solution. This could potentially result in a five or ten-year contract arrangement with Office Remedy Inc., if all renewals are executed. Please take into consideration the likely opportunity for scope growth in the future, when considering your discounts and increase those discounts accordingly.

Qualtrics cannot enter into an agreement longer than three years. Please see the revised pricing above.

d. An incentive to being awarded a contract with George Mason University is that it will be a cooperative contract vehicle through VASCUPP, Virginia Association of State College & University Purchasing Professionals, which can and likely will be used by other Commonwealth of Virginia Universities and state agencies. It will also be open and available to agencies outside of the Commonwealth of Virginia as this RFP will result in a cooperative, competitively solicited contract. Please note that you do not have to resubmit your entire proposal if you are only adjusting your pricing. We only need to see the pricing adjusted unless other aspects of your offer are impacted.

Noted. We have provided only the updated pricing above.

3. Terms and Conditions

ORI does not anticipate needing to incorporate any other documents or terms and conditions into the final contract upon award. ORI requests joint review and alignment on the following terms and conditions:

- Sample Contract, Section W: ORI and Qualtrics cannot agree to any language about future products in an agreement.
- Sample Contract, Section BB, Insurance: ORI is the reseller of Qualtrics. While ORI does not meet the umbrella insurance terms, it meets the terms for commercial general liability, workers compensation, and commercial automobile liability insurance, and Qualtrics meets all insurance coverage terms.
- Sample Contract, Section BB, Insurance: Because ORI and Qualtrics will not be providing onsite services, there is no risk of property damage or bodily injury being caused by ORI or Qualtrics and, therefore, there is no reason for a customer to be included as an additional insured to our policies.
- Security Addendum, Section 4, Insurance: ORI has a \$2,000,000 cyber risk policy in aggregate with coverage for \$1,000,000 per incident. While ORI does not meet the cyber risk policy insurance terms, it is the reseller of Qualtrics, which does meet these terms.

Per Qualtrics's procurement policies, all other security and other additional terms will be negotiated when the parties enter into a final agreement. ORI has provided additional security information regarding the Qualtrics platform in Appendix A, attached, and has provided the redlines noted above in Appendix B, Sample Contract, and Appendix C, Security Addendum, attached.

ORI also wishes to make an additional note regarding the security addendum:

- Security Addendum, Section 6, Audits: Because ORI is the reseller of the Qualtrics platform, it does not directly perform these audits, and this would be a responsibility of Qualtrics. Additional information about Qualtrics's security can be found in Appendix A.

4. Architectural Standards Review Board (ASRB)

ORI understands the need to submit the Qualtrics platform to ASRB for review and approval and is prepared to comply with requests for documentation, including:

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation (SOC 2 Type II (or another comparable third-party audit),
- 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

ORI has provided additional information regarding security in Appendix A. Qualtrics can share standard security information listed in Appendix A, but other information is internal only.

Appendix A Security

Qualtrics Trust Center

At Qualtrics we know having the right information at the right time is important to you. We want to provide you with the information you need about our security, privacy, quality, and compliance, such as:

- SOC 2 Type II Report
- ISO 27001/27017/27018 Certifications
- HITRUST Certification
- Web Application, Network, and Mobile Application Third Party Penetration Test Reports
- ISO 9001 Certification
- Comprehensive Security Framework
- Common Security Questionnaires

Additional information and documentation can be found in the Cloud Security Framework, along with various industry-standard security certifications, questionnaires, and other security artifacts:

<https://www.qualtrics.com/trust-center/>. Note some of the items require an NDA to be in place (if there is no active established contractual agreement).

Data Centers / Storage

In general, all data centers utilized by Qualtrics:

- Are in non-descript buildings
- Have access controls for all areas (including loading dock) using biometrics and card readers
- Log and monitor all entry and exit access
- Have 24/7 on-site guards
- Constantly monitor power, fire, flood, temperature, and humidity
- Are geographically diverse

All data are owned and controlled by customers, who are designated as data controllers. Qualtrics is the data processor. Customers determine the following about the data stored in the Qualtrics platform:

- Which type of data to collect
- Who to collect data from
- Where to collect data
- What purpose
- When to delete the data

Qualtrics does not classify or represent the data. All data is treated as confidential and is processed equally regardless of their meaning or intent.

All data are stored and processed in multi-tenant data centers and in a single region (e.g., EU) chosen by the customer. Qualtrics utilizes either a combination of both Equinix and Amazon Web Services (AWS) or Amazon Web Services (AWS) exclusively for our production data storage locations. They are located in the following regions:

- United States- East (Ashburn, VA)
- United States- West (San Jose, CA)

- Canada (Montreal, QC [AWS Only])
- EMEA (Frankfurt, Germany)
- Australia (Sydney, NSW)
- Singapore (AWS Only)
- Japan (Tokyo [AWS Only])
- UK (London [AWS Only])
- FedRAMP Environment [AWS GovCloud Only]

The multi-tenant solution includes a shared Database and Schema. All client data is stored in a shared database and schema, and data is separated by SQL query filters. All customer data is logically segmented by the organization, user, and survey ID, as well as hidden behind the user's login credentials (standard username/password, SSO authentication, etc.).

Please refer to the Platform Data and Locations and Infrastructure sections of the Cloud Security and Privacy Framework for further information. The Cloud Security Framework, along with various industry-standard security certifications, questionnaires, and more security artifacts can be requested here: <https://www.qualtrics.com/trust-center/>. Note some of the items require an NDA to be in place (if there is no active established contractual agreement). Reach out to your relationship owner for assistance, if necessary

Appendix B



3CS Fairfax, VA 22030
93.2589

ATTACHMENT B – SAMPLE CONTRACT GMU-1883-23

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:** Three-years from the Effective Date with Two (2) successive one-year renewal options. (or as negotiated)
- 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.
- 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. 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.
 - 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.

Commented [JY1]: ORI and Qualtrics cannot agree to any language about future products in an agreement.

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 (\$25,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.~~

Commented [JY2]: Because ORI and Qualtrics will not be providing onsite services, there is no risk of property damage or bodily injury being caused by ORI or Qualtrics and, therefore, there is no reason for a customer to be included as an additional insured to our policies

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.

Commented [JY3]: ORI's umbrella policy is \$2,000,000, rather than \$5,000,000, but Qualtrics meets these requirements.

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.
- HH. **RENEWAL OF CONTRACT:** This Contract may be renewed for two (2) 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

Name:

Title:

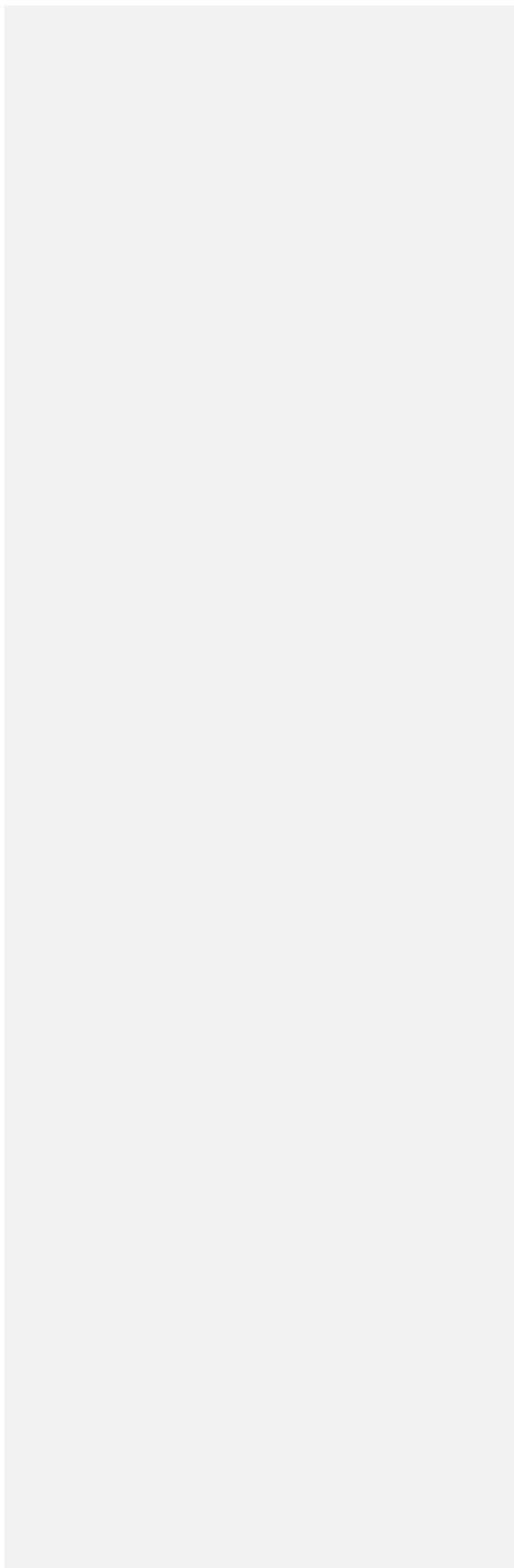
Date:

Signature

Name

Title:

Date:



Appendix C

Data Security Addendum for inclusion in GMU-1883-23 with George Mason University (the "University")

This Addendum supplements the above-referenced Contract between the University and _____ ("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 the 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 \$1,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

Commented [JY4]: ORI has a \$2,000,000 cyber risk policy in aggregate with coverage for \$1,000,000 per incident, and Qualtrics meets these insurance terms.

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

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:



ORI

*Innovative Insights.
Driving Results.*



Response to Negotiation Memorandum v2
Solicitation Number: GMU-1883-23

Delivery Date: November 17, 2023

Submitted by:

Office Remedies, Inc. d/b/a ORI
171 Elden Street, Suite 160, Herndon, VA USA 20170

Point of Contact: Jay Yeo, Senior Consultant
Jay.yeo@orireresults.com / Phone: (765) 413-8897
Website: <http://www.orireresults.com>

SWaM Certification Number : 6107
EIN: 54-1534208 / UEI: Q8DHRJNS1GLS
Small Business
Woman-Owned Small Business

Pricing Clarification

The pricing provided by ORI previously was reflective of 3-year pricing with the multi-year discount included that escalated costs year-over-year to reach the total investment amount. ORI has provided below updated pricing that provides a slightly lower total investment amount with even pricing for each of the three years, removing any price escalation. This pricing is reflective of highly favorable pricing with the inclusion of the response volumes of the additional brands beyond the three originally quoted in ORI's initial response at no extra cost on top of the discounting that had already been applied.

Year	Multi-Year Licensing Pricing**
Year 1	\$127,890
Year 2	\$127,890
Year 3	\$127,890
TOTAL	\$383,670

*Does not include optional Client Success Package

**Multi-Year License Price is locked in at the above prices over the 3-year agreement

Sample Contract and Security

ORI has provided its redlines to the sample contract provided in the negotiation v2 in the original document (attached separately) insofar as they do not govern the platform, data, and security. Qualtrics requires and requests a separate platform, data, and security terms and conditions document that will govern the use of the platform for further negotiation and to be based off of the existing 2018 MSA between Qualtrics and GMU. ORI has therefore eliminated from the sample contract those sections pertaining to platform, data, and security and has provided any redlines only on the remaining sections. ORI has also attached a copy of the 2018 MSA and amendments as a reference.



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-1883-23

ISSUE DATE: July 18, 2023
TITLE: Survey Tool Software
PRIMARY PROCUREMENT OFFICER: Grace Lymas, Assistant Director
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through Mason's Bonfire Portal, no later than 4:00 PM Eastern Time (ET) on July 26, 2023. All questions must be submitted through Mason's Bonfire portal. For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at https://vendorsupport.gobonfire.com/hc/en-us. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on August 3, 2023.

PROPOSAL DUE DATE AND TIME: August 18, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, OR IN PERSON. 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.

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- I. **FUNCTION.** The purpose of this Request for Proposal (RFP) is to identify and select a survey tool(s) and establish a contract through competitive negotiations with one or more vendors to support the University's teaching and learning, information gathering, and research activities. 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: Three (3) years from Effective Date of contract with two (2) 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.

XI. STATEMENT OF NEEDS: See Statement of Need in Appendix A

XII. COST OF SERVICES: Provide detailed pricing for any systems/software, consulting/services, training, travel, etc., being proposed as described in Section XIII.B.6 below.

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: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, OR IN PERSON. Mason will only be accepting electronic proposal submissions via Bonfire for this Request For Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
- b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**

- c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
- d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>
- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.
- g. Go to Bonfire and 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 as required in Bonfire. (See section XVI.)

2. **Executive Summary:** Offerors must submit an executive summary at the beginning of the proposal response not to 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 pricing:
 - a. All recurring and non-recurring pricing details, including implementation, initial integrations, transfer of all existing surveys and data, set up and training costs.
 - b. Any special pricing, such as additional integrations, user access tiers, etc.
 - c. Any pricing for support and for training, this includes students, faculty and administrators.
 - d. If available, provide pricing for different service levels or modules of a platform.
 - e. Multi-year pricing proposal if applicable.
 - f. Describe how you propose to handle any travel or out-of-pocket expenses related to provisions of these services. Specifically address expenses for resources based in locations near Mason. As part of your offer (if travel reimbursement or travel fees/costs/expense are to be billed) your organization must agree to accept to be reimbursed in accordance with Mason's per diem policies/requirements (GSA per diem rates). Please clearly outline any travel requirements/costs/expenses in your offer.

6. 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 of products/services offered and suitability for the intended purpose	25
2.	Qualifications and experiences of offeror in providing the goods/services, including references	20
3.	Specific plans or methodology to be used to provide the Services (completeness, responsiveness and clarity)	25

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 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 they have fully complied with the Virginia Conflict of Interest Act; furthermore certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. **DEBARMENT STATUS**: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. **ETHICS IN PUBLIC CONTRACTING**: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, 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 in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. **MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS**: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. **OBLIGATION OF OFFEROR**: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contact 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: 7/18/23
- Vendors submit questions by: 7/26/23 by 4:00 PM ET
- Post Question Responses: 8/3/23 by 5:00 PM ET
- Proposals Due: 8/18/23 @ 2:00 PM ET
- Proposals to Committee: 8/22/23
- Review and Score Proposals: 8/22/23 – 8/31/23
- Scores to Purchasing: 9/1/23
- Oral presentations (if necessary): 9/4/23 – 9/15/23
- Negotiations/BAFO: Start week of 9/25/23

- Award: 10/20/23
- 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 Service Organization Control (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 a Non-Disclosure Agreement (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.
- Voluntary Product Accessibility Template (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 of 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 Name: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

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

Subcontract #5

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB 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-1883-23**

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:** Three-years from the Effective Date with Two (2) successive one-year renewal options. (or as negotiated)
- 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.
- 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. 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.
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.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed for two (2) 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

- 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.

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

**Data Security Addendum for inclusion in GMU-1883-23 with
George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and _____ ("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 the 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

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

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A
GMU RFP-1883-23-SURVEY TOOL
STATEMENT OF NEEDS, REQUIREMENTS & BUSINESS FUNCTIONALITIES

The University seeks to select a vendor(s) to implement and support the University's teaching and learning, information gathering, and research activities per the below requirements.

- A. Vendor Documentation and Commitments (required with RFP response):
1. A company profile, including but not limited to:
 - Number of total customers
 - Number of institutional customers, including list of institutional customers comparable to George Mason University
 - Number of employees
 2. Fully comply with the Family Educational Rights and Privacy Act (FERPA) of 1974.
 3. Fully comply with Mason non-disclosure and data protection requirements.
 4. Vendor will be required to sign a Data Use Agreement from the University or be included in the agreement upon execution.
 5. Vendor (if cloud hosted) will be required to sign a Business Associate Agreement (HIPAA compliance measure).
 6. Vendor User Interface will be ADA compliant and meet the WCAG 2.0 AA standard. Vendor will complete the Security Workbook and Accessibility Workbook if selected to final presentation.
 7. Vendor will provide a future Road Map for product that includes but is not limited to upcoming feature updates.
- B. Reporting and Analysis (documentation required with RFP response):
1. Describe the type of reporting available for users and administrators of the system.
 2. Share report examples based on functionality and visuals using non-sensitive data from similar size and profile higher education institutions.
 3. Provide list of available standard reports along with examples.
 4. Provide details of how data can be extracted for use/analysis outside the vendor platform.
 5. Share information on the users' ability to create and save custom reports.
 6. Share information on the users' ability to schedule exports of data.
 7. Share if reporting is real-time.
- C. Support Information (documentation required with RFP response):
1. Vendor will provide Service Level and Support Agreements to include:
 - Comprehensive system uptime, including maintenance schedule.
 - Support for students, faculty, administrators and technical personnel including vendor support structure, support type (synchronous and asynchronous), and escalation paths.
 - Days and hours of operation (using Eastern Time Zone)
 - Methods of interaction (phone, fax, email, web-enabled knowledgebase, etc.) for all user groups.
 2. Vendor will disclose any limits on the use of service.
 3. Vendor will identify the customer contact team for all levels of support.
 4. Vendor will provide a process flow for how a performance related issue/incident (i.e. slow response) related to the system will be resolved. Include levels of escalation and identify any third-party entities that could be engaged also, include average response times.
 5. Vendor will describe the outage notification process.
 6. Vendor will provide list of the supported spoken and written languages, if applicable.
 7. Vendor will provide self-service/training options that are available to students, faculty and administrators.
 8. Vendor should be able to accommodate working with multiple functional and technical leads if needed.
 9. Vendor will submit description of system user types, roles, who at the University typically fulfills those roles and what is the expected annual time commitment for these resources to run the platform.
- D. System Integrations (documentation required with RFP response):
1. Vendor will share documentation on the type of integration (LTI or API) they provide with external tools. Vendor will list available integrations.
 2. Vendor will indicate that the proposed system supports SSO authentication through CAS or SAML 2.0.
 3. Data should be available for the University to incorporate future data reporting projects and dashboards as needed. Vendor will share what bulk data export methods/APIs are available for the University.
 4. Vendor will share user management practices, including the ability to auto assign institution- and department-level administrators based on AD (Active Directory) groups or other existing system roles
- E. Data Transfer Protocols and Data Retention (Documentation required with RFP response)
1. Vendor will describe data transfer protocols between the University's systems and the vendor system.

2. If applicable, vendor will share its data retention policy, including but not limited to:

- Storage location
- File format
- Length of time stored
- The University's ability to access archived data

F. Implementation and Project Management (Documentation required with RFP response):

1. Provide lead time from receipt of order through go live.
2. Provide an implementation plan that includes but is not limited to:
 - Timeline
 - Outline of necessary steps (to include steps for migrating current surveys, data, workflows into a new system if/when applicable).
 - Provide Vendor's resources and time commitments.
 - Provide the University's expected resources and time commitments.
 - Provide project and change management to onboard new features and/or new technology at George Mason University.
3. Discuss your firm's ability to automatically transfer existing surveys and data in existing survey tools at George Mason University into the preferred vendor's system (if applicable).

G. General Survey Features (Documentation required with RFP response):

1. Vendors will share relevant documentation (including but not limited to screenshots, videos, or written comments) to represent the proposed platform's features and capabilities as requested in the below categories.
 - 1.1. Branding and administrative tools:
 - 1.1.1. Ability to provide branding at the institution and college level.
 - 1.1.2. Administrative dashboard access
 - 1.1.3. User dashboard access
 - 1.2. Question types for surveys
 - 1.2.1. Multiple Question types/features, including at least the following:
 - 1.2.1.1. Multiple Choice, Text Entry, Rank Order, Matrix Table, Slider, Side by Side, Constant Sum, Graphic Slider, Drill Down, Pick Group and Rank, Net Promoter® Score, Highlight, Signature, Timing, File Upload, Screen Capture, Captcha Verification, Likert.
 - 1.3. Survey development and deployment
 - 1.3.1. Simple and intuitive interface for survey creation, management, and analysis.
 - 1.3.2. Ability to customize the user interface (i.e. Ability to set/save preferences for a role, Ability to save preferences on pages).
 - 1.3.3. Ability to customize appearance of own survey.
 - 1.3.4. Ability to configure survey deployment frequency.
 - 1.3.5. Multiple survey distribution options, including at least the following: Contact list, Exception list, Anonymous link, Email distribution, SMS.
 - 1.3.6. Ability to define a pool of respondents, including response tracking and sub-sampling based on characteristics or via random selection.
 - 1.3.7. Ability to add scoring to respondents' answers.
 - 1.3.8. Ability to add display logic to a survey.
 - 1.3.9. Ability to add branching to a survey.
 - 1.3.10. Ability to capture and display embedded data.
 - 1.3.11. Ability to set and/or display survey status such as New, Active, Paused, Expired, Closed.
 - 1.3.12. Ability to translate text in a survey into different languages.
 - 1.3.13. Ability for system to analyze your survey and offer suggestions for ways to improve your survey for better responder experience, response rates, mobile experience, etc.
 - 1.3.14. Ability to limit the number of responses from survey respondents.
 - 1.3.15. Ability to force respondents to authenticate using SSO before completing a survey.
 - 1.3.16. Ability for user to easily create a copy of another survey.
 - 1.3.17. Ability to add a URL redirect at the end of a survey.
 - 1.3.18. Ability to add/create short URL's for surveys.
 - 1.3.19. Ability to embed a survey into a page.
 - 1.3.20. Ability to use JavaScript within survey logic.
 - 1.3.21. Ability to use Loop & Merge functionality.
 - 1.3.22. Ability to send survey questions and answers via SMS.
 - 1.3.23. Ability to send survey link via SMS.
 - 1.3.24. Multiple question types offered with SMS messaging options.
 - 1.3.25. Ability to upload survey logic from template (such as csv. or excel) to create a new survey.

- 1.3.20. Ability to upload files to survey responses. Vendor will share all file types supported.
- 1.3.27. Ability to export files from survey responses in bulk to a predetermined location (e.g. OneDrive).
- 1.3.28. Ability to preview a survey (i.e. send a test version of the survey prior to distributing to the selected population).
- 1.3.29. Ability to arrange a close date for a survey.
- 1.3.30. Emails should have proper safeguards in place so that the email is not classified as spam.
- 1.4. Fraud detection options
 - 1.4.1. Bot prevention/identification tools.
 - 1.4.2. Ability to use fraud protection/detection in a survey. Please explain.
- 1.5. Survey distribution
 - 1.5.1. Ability to limit number of outgoing email surveys (this can be increased by admins as needed).
 - 1.5.2. Ability to schedule automatic email messages (email triggers) for reminders, and particular email messages based on survey responses.
- 1.6. Survey taking
 - 1.6.1. Simple interface for survey respondents, both on mobile and computer.
- 1.7. Survey administering and collaboration
 - 1.7.1. Ability to share/collaborate on surveys and set certain permissions such as Edit, View, Access Data, etc.
 - 1.7.2. Ability to share/collaborate on survey emails, distribution/contact lists, etc.
 - 1.7.3. Ability for user to be able to transfer ownership of survey to another user (without assistance from admin is preferred).
 - 1.7.4. Ability to create groups of users for easily sharing surveys in a department, team, or defined group.
 - 1.7.5. Ability to transfer access and data from one user to another (i.e., someone leaves the University).
 - 1.7.6. Ability to recover accidentally deleted items (reports, surveys, etc.).
 - 1.7.7. Ability to delete surveys when needed (access to do this is determined by user's role within the system).
 - 1.7.8. Ability to re-open a survey.
- 1.8. Survey response analysis
 - 1.8.1. Ability to export survey results into multiple formats, including at least the following: Excel, SPSS, CSV, XML, TSV.
 - 1.8.2. Ability for analysis of crosstabulations.
 - 1.8.3. Ability to anonymize data.
 - 1.8.4. Ability to sync with other tools including but not limited to the following: Sona, MTurk, Salesforce, Tableau, Slate, R. Please provide a list of other tools that can sync with your product.
- 1.9. Roles and permissions
 - 1.9.1. Describe all available roles within the preferred platform.
 - 1.9.2. Each role should have granular permissions on viewing data, sending surveys, modifying surveys and deleting data.



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*Innovative Insights.
Driving Results.*



Request For Proposals: Survey Tool Software Solicitation Number: GMU-1883-23

Delivery Date: August 18, 2023

Submitted by:

Office Remedies, Inc. d/b/a ORI
171 Elden Street, Suite 160, Herndon, VA USA 20170

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SWaM Certification Number : 6107
EIN: 54-1534208 / UEI: Q8DHRJNS1GLS
Small Business
Woman-Owned Small Business

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Executive Summary

To meet George Mason University's needs outlined in RFP GMU-1883-23, ORI is responding as a Women-Owned Small Business reseller with its technology partner, Qualtrics, which will deliver the XM platform and its capabilities described herein. Office Remedies, Inc., d/b/a ORI, a certified women-owned small business (WOSB), has been recognized for more than 30 years of successful delivery of data collection, analysis, data operations, and visualization solutions. ORI partners with strategic technologies to empower its public sector and commercial clients to help them make the most of data opportunities by increasing data access and utilization, reducing time to insight, and maximizing analytical impact and actionability.

ORI, has a decades-long track record of improving visibility and driving actionable insights from all data—regardless of the source. Whether ORI is managing one of the U.S. government's largest monthly data collection projects (over 14-year client) or conducting data analytics and reporting for customer satisfaction at one of the country's largest credit unions (14-year client) or enabling speed-of-data analytics and insight sharing across federal agencies (2-year client), our focus is always on high-value outcomes. By offering quick and efficient data collection, cutting-edge data warehousing and data visualization technology, and agile research and analysis services, ORI translates data into decisions and decisions into results.

Qualtrics is deeply committed to its partnership with George Mason University. At its heart, Qualtrics is a higher education company who cares about improving educational outcomes for all institutional stakeholders and students. It has enjoyed a long relationship with GMU and knows GMU share this passion. Qualtrics was founded in 2002 as a survey tool for universities and became the number one research tool for academic research. As Qualtrics grew, it made its way into different sectors and developed through client feedback purpose-built platforms that became more than a one size fits all survey platform. For GMU, this presents an opportunity to build on the existing partnership and offer an enhanced research platform called CoreXM Advanced. Qualtrics also has developed procurement model specific to the needs of higher education institutions.

We realize that George Mason University needs to equip its researchers with the best technology so they can derive meaningful insights from data and build cohesive stories. This means doing research faster with a research platform that automates complex research tasks and gives researchers more time to dive deeper into data and solutions.

Qualtrics meets George Mason University program requirements and mission needs, while also bringing a one-stop-shop model that will help George Mason University conduct ad hoc research. With this new enhanced platform, Qualtrics stays committed to innovating at a faster pace than any alternative vendors to give you the research foundation necessary to deliver crucial insights and outcomes. Our partner approach coupled with our industry-leading technology will allow George Mason University to navigate a sea of data and find the right gems to focus on.

Key Program Features We Focus On

- **Clarity on results for a high return on investment.** Qualtrics will make it easy for all stakeholders to understand the results of important research and make decisions with the result.
- **Agility to adjust your research.** Qualtrics lets you adjust surveys, branding, distributions, logic, reports, contact management, etc. directly through the user interface. Permissions to work in Qualtrics are

adjustable at the user level and can be mapped to your organization, allowing you to have the research workflows with appropriate permissions so you can control who can do what. Users that need to act quickly can do so, while those who require extra scrutiny can follow approved George Mason University workflows.

- **Experience the ability to scale.** When you partner with Qualtrics, stakeholders can leverage the insights to make smarter research decisions in a matter of weeks or even days. Through our support model and providing the most flexible platform, George Mason University will always have the options to make changes as your needs evolve. Our solutions will allow you to grow and accommodate changes at the speed of business.

Reduce Costs and Mitigate Risks by Having the Right Platform

There are many advantages one having one platform for all of your research needs. Some of these key advantages include:

- **Data Security.** Having one fully vetted and approved vendor that meets all of your highest data security needs and gives you full ownership and control of your organizational data.
- **Single Location for all Data.** Qualtrics will unify the data collection process and provide access to multiple data points across the organization. All will be integrated and be in one central location for easy access to real-time results. This includes the ability to do data analysis natively within the Qualtrics CoreXM Advanced platform.
- **Training.** Qualtrics will be able to train users on viewing reports, creating surveys, and even those who are not familiar with research at no additional cost. All stakeholders will also have access to unlimited support and training. In addition, our award-winning Qualtrics University support team and support site (support.qualtrics.com) provide George Mason University users with 24/7 support from certified, in-house Qualtrics experts, most of whom have substantial university research and teaching assistant experience. We also provide on-demand training resources via our basecamp support site.
- **Visibility.** Provide visibility and ownership of research data to the right stakeholders at the right level.
- **Experience Management Capability.** We are the only company with platforms that are purpose-built for customer, employee, product, and brand experience research. These are natural extensions of the CoreXM Advanced platform which we can help you investigate as the needs arise.
- **Tailored Service Package.** Qualtrics will work with George Mason University to determine the right amount of services (ongoing project support, subject matter expertise, etc.). Our technology-first approach means we are not focused on giving you services you don't need. Each of our clients is able to define the exact services approach you need from us at the outset of the project, and we can adjust this over time as your needs change/evolve and your expertise grows.

After reviewing and considering the proposal contained herein, we invite you to be direct and open about any concerns or questions that you may have. We look forward to moving forward through the next steps in your review process and are thrilled at the possibility of a partnership with you. Please contact me if you have any questions about our proposal.

Sincerely,

Jay Yeo
ORI Senior Consultant, Strategy and Solutions
Jay.yeo@orireults.com

Julianne Peterson
Qualtrics Higher Ed. Enterprise Account Executive
jpeterson@qualtrics.com

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.

ORI

ORI was founded in 1988 in Herndon, VA by Kathy Benson, current CEO, and Sue Lynd, current COO, from an idea written on the back of a napkin to utilize a skilled and flexible workforce of mothers who were committed to working and making an impact and also needed the ability to take care of their young children. ORI empowered these mothers to leverage their professional skills with data entry work that could be done remotely with flexible daily work schedules while raising children. ORI became known as the original remote and flexible work company and was featured in the May 1999 issue of *Good Housekeeping*.

From 1988 to 2010, ORI continued to conduct data entry, and also grew to include data collection services. ORI supported diverse data collection projects spanning the public and private sectors with contract dollar amounts ranging from tens of thousands to hundreds of millions, including its work with the Bureau of Labor and Statistics. ORI continued to grow organically in 2010 to include quantitative and qualitative research, analysis, and reporting services and then again in 2015 to offer customer and employee experience consulting, data cleansing, and data health assessments/benchmarking.

As ORI grew, so did the data and technology industries. To continue to meet its customers' evolving needs and stay at the forefront the changing business landscape, ORI expanded its focus to utilizing technologies to support its customers to offer deeper, more robust, and more actionable insights more efficiently. It began its first formal technology partnership with Clarabridge (acquired by Qualtrics in 2021) in 2018. ORI has since developed to support the full data lifecycle from data collection to integration to warehousing/storage to analytics and reporting with its industry-leading technology partners, including Qualtrics, Qlik, Snowflake, Immuta, and H2O.ai.

From its inception to its present, ORI's mission has always been to support its customers with high-quality data solutions that enable them to realize organizational goals and exceed ever-evolving industry standards while empowering its workforce to achieve excellence in their professional and personal lives.



Qualtrics



In 2002, Qualtrics was founded by a father-son duo in a basement with with a belief that they could revolutionize the way people did market, customer, and employee research. Beginning with university researchers and then expanding into all industry areas, their goal was to make sophisticated research simple enough for an intern to conduct, yet robust and sophisticated enough for advanced business analysts and market researchers. Between 2012 and 2017, Qualtrics received \$400 million in funding from leading

venture capital firms. This confirmed that innovators saw Qualtrics as a company that was changing the world, obsessed with addressing the challenges that our customers face.

In January 2019, SAP acquired Qualtrics for \$8.8 billion. A year and a half later, SAP announced its intention to take Qualtrics public. SAP CEO Christian Klein said, “We decided that an IPO would provide the greatest opportunity for Qualtrics to grow the Experience Management category, serve its customers, explore its own acquisition strategy and continue building the best talent.” On January 28, 2021, Qualtrics issued an IPO, becoming a publicly traded entity with SAP remaining the majority stakeholder.

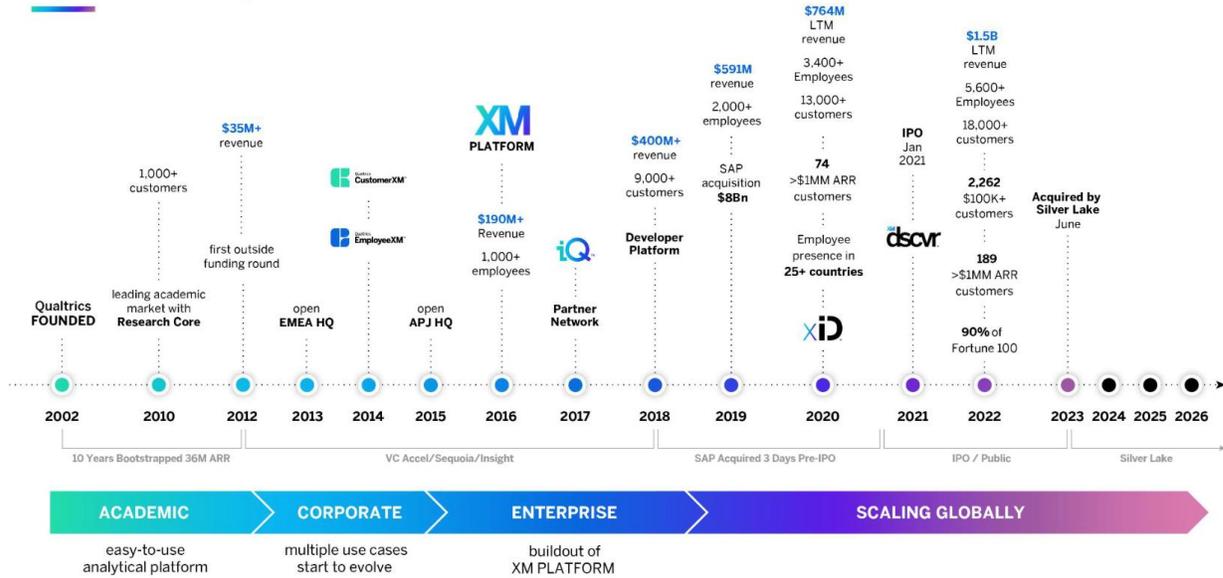
On March 12, 2023, Qualtrics entered a definitive agreement to be acquired by Silver Lake, the global leader in technology investing, in partnership with Canada Pension Plan Investment Board (CPP Investments).

On June 28, 2023, Silver Lake and its co-investors, together with CPP Investments, acquired 100% of the outstanding shares Silver Lake did not already own, including the entirety of SAP’s majority ownership interest and Qualtrics became an independent, privately held company (no longer publicly traded) positioned to drive category-defining innovation and efficient growth at scale.

Qualtrics and SAP intend to maintain a go-to-market and technology partnership to both service existing joint customers and target new customer opportunities. Qualtrics continues to be led by Chief Executive Officer Zig Serafin and the company remains headquartered in Provo, Utah, and Seattle, Washington.

Today, the Qualtrics platform is used to collect customer, employee, product, and brand research. We call this experience data (X-data), which provides insights into the thoughts, feelings, and wants of your customers and employees. Over 19,000 clients worldwide, including 85+ percent of the Fortune 100, and 99 of the top 100 US business schools, rely on Qualtrics to consistently build products that people love, create more loyal customers, develop a phenomenal employee culture, and build iconic brands.

The Journey



WE CREATED THE EXPERIENCE MANAGEMENT (XM) CATEGORY

Qualtrics is the leader in the Experience Management (XM) category, a category we created because we saw that no one else was enabling you to understand and improve customer, employee, product, and brand experiences—all in one platform. XM can tell the complete story of your organization and produce automated actions to close gaps with three core capabilities:

- **Ultimate Listening.** With Qualtrics, you can gather experience data across 125+ sources. Qualtrics makes it easy to collect feedback from customers, employees, suppliers, partners, or any other stakeholder using the channels they prefer.
- **Intelligent Analytics.** Using advanced text and voice analytics, Qualtrics automatically surfaces hidden insights buried deep in feedback.
- **Automated Actions.** With powerful AI and machine learning, Qualtrics generates recommended actions, then automatically routes them to the people in the best position to affect change.

Our experience management software makes it easy for everyone from executives to frontline staff to analyze and act on insights for the four core experiences of their business. It is how leaders will create awesome products that people love. It's how they will delight customers at every touchpoint. It's how they will build a phenomenal employee culture and iconic brands.

EXPERT THOUGHT LEADERSHIP

Qualtrics acquired the Temkin Group, a leading CX thought leader, in order to develop the XM Institute. Its goal is to create the world's premier center of excellence for all things experience management (XM). Bruce Temkin, former head of the Temkin Group, leads the Institute. In his blog announcing the deal, Bruce stated, "While we have enjoyed working with all of the vendors, during the last few years it's become clear to me that Qualtrics has the strongest momentum in CX and XM. There is no doubt, Qualtrics has become and is on a trajectory to remain, the leader in CX and experience management with its robust XM Platform™. The Qualtrics XM Institute will play a big role in this trajectory moving forward."

Qualtrics XM Institute’s mission is to create a thriving global community of Experience Management (XM) Professionals who are empowered and inspired to improve human experiences. How do we do it? By equipping leaders with the skills, knowledge, and connections they need to succeed. We help them drive value from their XM programs and find new ways to embed XM across their organization. Our faculty conducts ongoing research to uncover leading-edge best practices and trends, which we share through our thought leadership, community, training, and certification programs.

LATEST COMPANY AWARDS

2023:

- #1 Leader for Experience Management- G2’s Spring 2023 Enterprise Grid® Report
- Leader- IDC MarketScape Worldwide Employee Experience Vendor Assessment Report, 2023

2022:

- #1 Leader for Survey Platform- G2, Fall Grid Report, 2022
- #1 Technology Provider- GreenBook, GRIT Report, 2022
- Top Ten Most Innovative Provider- GreenBook, GRIT Report, 2022
- Leader- Forrester Wave™ for People-Oriented Text Analytics Platform, 2022
- Innovation in Customer Service- Stevie Awards, 2022
- Top Employee Engagement Software Provider- Human Resources Vendors of the Year Awards, 2022

2021

- Leader- Gartner® Magic Quadrant™ for Voice of the Customer Platforms, 2021
- Leader- Forrester Wave™ for CX Management Platform for Enterprise, 2021
- Brands that Matter 2021- Fast Company, 2021
- Best Use of Technology (for innovative support portal)- Stevie Awards, 2021
- Innovation in Customer Service- Stevie Awards, 2021

2020

- Leader and Top Rank- Forrester Wave report for Employee Experience Management (EXM) Platforms, 2020. Qualtrics earned the maximum rating in more categories (7 out of 10) than any other vendor.
- Leader- Forrester Wave™ for Customer Feedback Management Platform, 2020
- Leader- Gartner® Magic Quadrant™ for Voice of the Customer (inaugural report), 2020
- #1 Most Mentioned Brand Across Tech Providers -GreenBook GRIT Report, 2020
- #7 in Top 50 Most Innovative Suppliers -GreenBook GRIT Report, 2020

b. Names, qualifications and experience of personnel to be assigned to work with Mason.

Qualtrics has assigned a phenomenal leadership and customer success team to George Mason University. Every member of this team has extensive experience in higher education and is passionate about developing and improving academic research and university success.

Primary Contacts

Your primary contacts at every phase of your relationship with Qualtrics are:

Contracting and Administration

Jay Yeo | ORI Senior Consultant, Strategy and Solutions | [LinkedIn](#)

Julianne Peterson | Qualtrics Enterprise Account Executive

936-900-6829 | jpeterson@qualtrics.com | [LinkedIn](#)

Leadership Contacts

Steve Sartori | Qualtrics AVP, Higher Education Enterprise | [LinkedIn](#)

Joshua Sine | Qualtrics VP, Higher Education Strategy | [LinkedIn](#)

Dan Wheatley | Qualtrics Principal Solution Engineer | [LinkedIn](#)

Customer Success Contacts

Samantha Gill | Qualtrics Customer Success Leader | [LinkedIn](#)

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.

University of Houston

Jospeh Curtin

Associate Provost, Institutional Research & Effectiveness

jcurtin@central.uh.edu

713-743-4541

over 14 years

Johns Hopkins University

Jason Schnell

IT Senior Manager

jason.schnell@jhu.edu

667-208-6381

over 11 years

University of Maryland, College Park

Sam Porter

Associate Director, Research Technology

sporter1@umd.edu

301-405-2538

over 15 years

The University of Texas at Austin

Mario Guerra

Senior IT Manager

mariog@austin.utexas.edu

512-475-8891

over 17 years

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.

Qualtrics and George Mason University have had a long standing relationship that we truly value. Qualtrics is the incumbent provider of university-wide data collection and survey software for GMU. Our plan for this proposal will be to upgrade GMU to a more modern and comprehensive license with enhanced functionality to support its increasingly robust research practice and needs. This license is our CoreXM Advanced platform. The move to this license will not require any downtime or data migration. Qualtrics will be able to upgrade GMU with this enhanced functionality seamlessly behind the scenes. The current GMU, university wide license supports 3 brands and these would all remain intact enhanced with new functionality.

CoreXM Advanced Features to make note of:

XM Directory
 Advanced Question Types (all)
 Stats iQ statistical analytics
 Text iQ free response analytics
 Crosstabs
 API Developer Tools
 Expert Review
 Project Approval Workflow
 Offline App (included in license, vs. add-on feature)
 SMS (text) Distribution (note: requires # set up and purchase of credits)
 Advanced Security Management
 Data Isolation (requires set-up)

This new license type was built as an inclusive set of features aligned with university data collection and research use cases. Innovations will be added automatically as they release. This is in contrast with our legacy model which presented a very basic platform and users would "add-on" features upon request at an additional charge per feature. Qualtrics is excited about this new license type as it will empower our clients and our support teams. It will also bring GMU additional and continued value as the license grows.

As a current Qualtrics client George Mason University has an existing university wide license that is already set up with a SSO; nothing further would be required here. Additionally, continuing with Qualtrics, even in the enhanced CoreXM Advanced license will not require any type of data migration from one system to another. This presents substantial savings of time and cost as well as a substantial reduction in potential risk.

b. What, when and how services will be performed.

Because GMU is a current Qualtrics client, the move to our CoreXM Advanced license type will not require implementation or training. However, we would encourage GMU to take advantage of Qualtrics's workshop and training offerings to drive Qualtrics adoption and share the direction Qualtrics is going:

New Features Workshop | a workshop showcasing the new features on the CoreXM Advanced license and building awareness with your users

Brand Admin Training | a couple new features may require a set-up or management and we can walk the GMU brand admins through this

Other Qualtrics tools that are always available to GMU:

XM Basecamp (<https://basecamp.qualtrics.com/>) is the official site for online Qualtrics training resources. Anyone on your team with a Qualtrics account will have the ability to access the training courses on XM Basecamp free of charge. On XM Basecamp you will find an extensive video library that allows you to build your expertise on program design, research methodology, and Qualtrics best practices. All XM Basecamp training courses can be completed at your own pace.

Qualtrics Support Site (Knowledge Base): We offer an award-winning [Support Site](#) with carefully curated FAQs, guides, and step-by-step instructions for our customers to leverage at any point in your XM journey. Our Support Site was designed by our in-house team of instructional designers to serve everyone, from Qualtrics newbies to superusers. We want to make it as easy as possible for any user to learn even the most complex features of our products.

Technical Support: For day-to-day questions, [Client Name] has access to our world-class support team, at no additional cost. [Client Name] can reach our support team 24/7, through phone, chat, or email.

XM Community: [Client Name] will also have the opportunity to utilize Qualtrics XM Community, an active forum with 30,000+ Qualtrics users around the globe. The XM Community is a place for Qualtrics users to collaborate with other users on industry and product best practices, help others, receive help, track product updates, suggest product features, and more. The site is home to over 13,000 Qualtrics product solutions and thousands of free custom code solutions. The XM Community can be accessed at <https://community.qualtrics.com>.

Product Certification: Build an industry-recognized skillset and mastery of XM through our official Qualtrics Certification Courses, also available on XM Basecamp. Our Certification Courses allow customers to validate their understanding of Qualtrics' best practices and methodology and act as expert-designed, structured learning journeys that can be optimized for training purposes. Courses consist of free training content, hands-on activities, quizzes, and the option to purchase an exam attempt to become officially certified. Once the exam is passed, participants receive an industry-recognized certificate and badge they can share on LinkedIn or amongst their team.

NOTE: the purchase of a Support Package includes certifications for up to 5 designated users

Proposed Pricing: Provide pricing

a. All recurring and non-recurring pricing details, including implementation, initial integrations, transfer of all existing surveys and data, set up and training costs.

As a current and valued Qualtrics customer you will not incur any costs beyond the annual CoreXM Advanced license fees.

There will be no additional implementation needed (unless you have a custom request) and there is no requirement to transfer any data.

The new CoreXM Advanced license type has new, highly-valuable features we will cover in a workshop, but this would not require any set-up or training costs. In Qualtrics's legacy licensing model, these features would be only available if purchased ala carte. With this new model, Qualtrics has leveraged its deep understanding of academia and has included the most valuable features aligned to the academic research and institutional needs.

One Year Core XM Advanced List Price: \$ 134,285

(discounted multi-year pricing below)

Users and Responses

Qualtrics continues to offer academic licenses at extraordinary economies of scale. Your license will allow for tens of thousands of users (up to your FTE count); this allows GMU to scale usage across campus without having to manage individual user seats which is cumbersome to an institution. This is highly-advantageous compared to purchasing individual user seats.

We also must consider response volume. As an existing Qualtrics client, we researched your usage and found that the GMU university-wide license has three Qualtrics brands (instances), each of which have users and generate responses. When we look at the last two years we have found the following.

Brand	2021 Responses	2022 Responses	Average
gmuson	60,126	66,466	63,296.00
gmu	133,984	122,878	128,431.00
chhs	30,339	41,800	36,069.50
Total	224,449	231,144	227,796.50

Going forward all new and renewed Qualtrics academic research licenses will include response allowances.

As a valued partner, we have included an additional 25% on top of the 2022 response amounts to allow for growth across campus.

Your new license will allow for 288,000 responses annually across all brands.

b. Any special pricing, such as additional integrations, user access tiers, etc.

The Qualtrics model for pricing CoreXM Advanced is explained above, including the great economies of scale offered specifically to higher education institutions. Related to users, a university wide academic CoreXM Advanced license uses the FTE (full time enrollment equivalent) number as a user metric.

GMU reported this number as 44,814 and we have found a number on IPEDS that is 32,980. The CoreXM Advanced platform for higher education has sufficient capacity to easily support either number, allowing you to continue to grow your Qualtrics user community.

c. Any pricing for support and for training, this includes students, faculty and administrators.

Because GMU is a current Qualtrics client, the move to our CoreXM Advanced license type will not require implementation or training. However, we would encourage GMU to take advantage of Qualtrics's workshop and training offerings to drive Qualtrics adoption and share the direction Qualtrics is going:

- **New Features Workshop** | a workshop showcasing the new features on the CoreXM Advanced license and building awareness with your users.
- **Brand Admin Training** | a couple new features may require a set-up or management and we can walk the GMU brand admins through this.

Other tools that are always available to GMU (at no additional cost):

- **XM Basecamp** (<https://basecamp.qualtrics.com/>) is the official site for online Qualtrics training resources. Anyone on your team with a Qualtrics account will have the ability to access the training courses on XM Basecamp free of charge. On XM Basecamp you will find an extensive video library that allows you to build your expertise on program design, research methodology, and Qualtrics best practices. All XM Basecamp training courses can be completed at your own pace.
- **Qualtrics Support Site (Knowledge Base)**: We offer an award-winning [Support Site](#) with carefully curated FAQs, guides, and step-by-step instructions for our customers to leverage at any point in your XM journey. Our Support Site was designed by our in-house team of instructional designers to serve everyone, from Qualtrics newbies to superusers. We want to make it as easy as possible for any user to learn even the most complex features of our products.
- **Technical Support**: For day-to-day questions, George Mason University has access to our world-class support team, at no additional cost. GMU users can reach our support team 24/7, through phone, chat, or email.
- **XM Community**: GMU users will also have the opportunity to utilize Qualtrics XM Community, an active forum with 30,000+ Qualtrics users around the globe. The XM Community is a place for Qualtrics users to collaborate with other users on industry and product best practices, help others, receive help, track product updates, suggest product features, and more. The site is home to over 13,000 Qualtrics product solutions and thousands of free custom code solutions. The XM Community can be accessed at <https://community.qualtrics.com>.
- **Product Certification**: Build an industry-recognized skillset and mastery of XM through our official Qualtrics Certification Courses, also available on XM Basecamp. Our Certification Courses allow customers to validate their understanding of Qualtrics' best practices and methodology and act as expert-designed, structured learning journeys that can be optimized for training purposes. Courses consist of free training

content, hands-on activities, quizzes, and the option to purchase an exam attempt to become officially certified. Once the exam is passed, participants receive an industry-recognized certificate and badge they can share on LinkedIn or amongst their team.

- NOTE: the purchase of a Support Package includes certifications for up to 5 designated users

d. If available, provide pricing for different service levels or modules of a platform.

In addition to the levels of service above which are included with your license, Qualtrics offers optional Client Success Packages that can be purchased.

Following are two packages that may be of interest to you. These have not been added to the prices set forth for the annual license cost.

Core Success Package: \$40,000 / year

Guided Success Package: \$70,000 / year

Following shows what is included in these packages:

e. Multi-year pricing proposal if applicable.

ORI and Qualtrics encourage GMU to consider entering into a longer agreement with GMU to ensure the opportunity to have consistency and allow for budget planning. As such, this allows us to extend a multi-year discount that saves GMU \$39,360 over the course of three years.

CoreXM Advanced multi-year license option*:

Year	Multi-Year License Pricing**	Year-by-Year Renewal Pricing†
Year 1	\$121,800	\$134,285
Year 2	\$127,890	\$141,000
Year 3	\$134,285	\$148,050
TOTAL	\$383,975	\$423,335

*Does not include optional Client Success Package

** Multi-Year License Pricing is locked in at the above prices over the 3-year agreement

† Year-by-Year Renewal Pricing is shown at today's standard increase; this is subject to change.

f. 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.

Qualtrics does not anticipate any travel related expenses. However, if the Qualtrics team hosts an event or workshop onsite at George Mason University, or in a location that requires travel, we would incur this expense and not charge this back to George Mason University.

Legal and Litigation Status: In your proposal response please address the following:

a. Are you and/or your subcontractor currently involved in litigation with any party?

ORI has no litigation active or pending, and Qualtrics has no litigation active or pending that we believe would materially affect its ability to provide the services under this contract.

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.

ORI has not had any investigation or action from any state, local, federal or other regulatory body, and Qualtrics does not disclose this information.

c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.

ORI has not been involved in any lawsuits in the last three years, and Qualtrics has not been in any that would materially impact its ability to complete this contract.

d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

Office Remedies Inc. (d/b/a ORI) and Qualtrics's names have not changed in the past ten years.

Statement of Requirements and Business Functionality

A. Vendor Documentation and Commitments

1. A company profile, including but not limited to: Number of total customers Number of institutional customers, including list of institutional customers comparable to George Mason University Number of employees

Qualtrics Company Overview

Qualtrics is the world's leading enterprise survey technology provider. Our platform makes it easy to capture real-time customer, market, and employee insights that inform data-driven business decisions. Enterprises, academic institutions, and government agencies rely on the Qualtrics platform to gather and understand customer satisfaction, NPS, customer experience, brand, market, and employee feedback. Founded in 2002, Qualtrics serves more than 19,000 enterprises worldwide, including more than 85+% of the Fortune 100 and 99 of the top 100 US business schools.

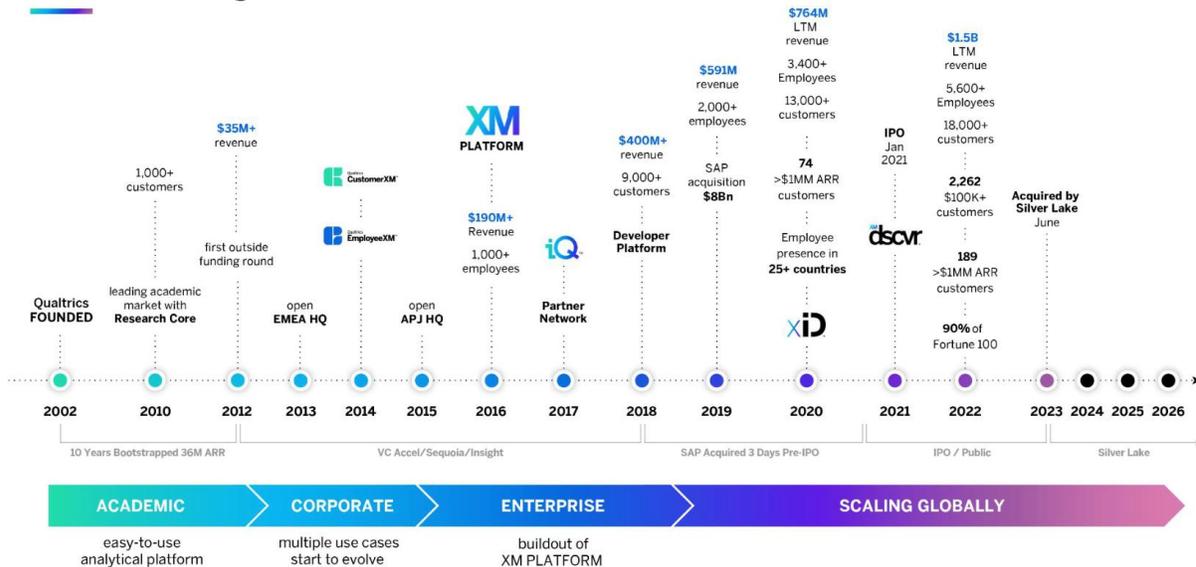
- Website: <http://www.qualtrics.com>
- Founded: 2002
- Founders: Scott Smith, Ryan Smith, Jared Smith, and Stuart Orgill
- Headquarters: 333 W. River Park Dr. Provo, UT 84604

- Parent Company: Silver Lake Group, L.L.C.
- Description: Qualtrics provides enterprise data collection and analysis products for market research, customer interaction, and employee performance.

Company Background

Scott M. Smith founded Qualtrics in 2002 with the goal of making sophisticated research simple. Scott is an industry expert in marketing research, having authored more than 150 articles in the leading research journals and six books, including *Fundamentals of Marketing Research*, a seminal textbook for marketing research. Scott taught marketing research for 30 years at the Marriott School of Management where he was an award-winning professor, a Fulbright scholar to Moldova, the director of the Institute of Marketing, and a frequent guest lecturer at universities worldwide. He has a bachelor’s degree from Brigham Young University, an MBA from Michigan State University, and a Ph.D. in marketing, quantitative methods, and social psychology from Pennsylvania State University.

The Journey



2. Fully comply with the Family Educational Rights and Privacy Act (FERPA) of 1974.

Qualtrics has adopted privacy processes, policies, and procedures in compliance with data protection laws that apply to all customers. They cannot be customized on a customer-by-customer basis.

All Data are owned and controlled by Customers, who are designated as data controllers. Qualtrics is the data processor. Customers determine the following about the data stored in the Qualtrics platform:

- Which type of data to collect
- Who to collect data from
- Where to collect data
- What purpose

- When to delete the data

Qualtrics does not classify or represent the Data. All Data is treated as confidential and is processed equally regardless of their meaning or intent.

Therefore it is the customer's responsibility to abide by the relevant privacy laws.

Please refer to Appendix A: US Privacy Regulations section of the Cloud Security and Privacy Framework.

The Cloud Security Framework, along with various industry-standard security certifications, questionnaires, and more security artifacts can be requested here: <https://www.qualtrics.com/trust-center/>. Note some of the items require an NDA to be in place (if there is no active established contractual agreement). Reach out to your relationship owner for assistance, if necessary.

3. Fully comply with Mason non-disclosure and data protection requirements.

ORI anticipates the need to review and agree to GMU terms and conditions and is able to do so for those included in the RFP upon award. ORI is also willing to consider any additional terms and conditions GMU may have.

4. Vendor will be required to sign a Data Use Agreement from the University or be included in the agreement upon execution.

ORI anticipates the need to review and agree to GMU terms and conditions and is able to do so for those included in the RFP upon award. ORI is also willing to consider any additional terms and conditions GMU may have.

5. Vendor (if cloud hosted) will be required to sign a Business Associate Agreement (HIPAA compliance measure).

ORI anticipates the need to review and agree to GMU terms and conditions and is able to do so for those included in the RFP upon award. ORI is also willing to consider any additional terms and conditions GMU may have.

6. Vendor User Interface will be ADA compliant and meet the WCAG 2.0 AA standard. Vendor will complete the Security Workbook and Accessibility Workbook if selected to final presentation.

Accessibility is top of mind at Qualtrics and ensuring the platform is accessible for all employees and customers taking surveys is something we are committed to achieving. Please see our commitment to accessibility here <https://www.qualtrics.com/commitment-to-accessibility/>. Our products are guided by Web Content Accessibility Guidelines (WCAG) included in US Section 508, and the harmonized EN 301 549. We target the current published WCAG standard (currently 2.1 AA) for our platform and prioritize areas of our platform with the broadest reach, specifically survey building, survey-taking, and data visualization. When retrofitting, we start by meeting WCAG 2.0 AA standards first.

Our products are at the following levels of WCAG compliance:

- Survey Taking Simple Layout is at WCAG 2.1AA
- Website Feedback/Digital Experience is at WCAG 2.1AA
- CoreXM (core functionality, survey building, dashboards, widgets) is at WCAG 2.1 AA
- Employee Experience EX (dashboards and widgets) is at WCAG 2.1 AA

- Customer Experience CX (dashboards and widgets) is at WCAG 2.1 AA

We are currently WCAG 2.1 AA compliant across the following **question types**:

- Descriptive Text/Graphic
- Text Entry
- Multiple Choice
- Matrix (Likert, Profile SA)
- NPS
- Org Hierarchy
- Slider
- Timing
- Rank Order
- File Upload
- reCAPTCHA
- Meta Info

We are currently WCAG 2.1 AA compliant across the following **survey features**:

- Force/Request Response
- Validation Messaging
- Question Preview
- End of survey messaging
- Back/Next Buttons
- Save and Continue
- Survey Descriptions
- Translations
- Survey Language Picker
- Header/Footer
- Look and Feel
- Logo Support
- Logo Alt text translations
- Progress Bar
- In Page Display Logic
- Custom CSS/JavaScript
- Authenticators

7. Vendor will provide a future Road Map for product that includes but is not limited to upcoming feature updates.

Our emphasis in future technology development is to balance the addition of new innovative functionality to our platform with ongoing work that improves the reliability, flexibility, ease-of-use, and quality of our platform. This combination allows our solution to evolve with our clients' programs and give them the autonomy to make changes in their program quickly and easily. We have a publicly available, regularly updated roadmap available at <https://www.qualtrics.com/product-roadmap/> to keep customers aware of new and upcoming product developments.

Our current priorities focus around continuing our investment in customer, employee, brand, and product experience technology, enabled through industry leading analytics, Artificial Intelligence, and Machine Learning. A major part of this is supporting improved analytical capabilities through Qualtrics iQ. iQ is a set of advanced intelligent features built directly into the Qualtrics Experience Management Platform. Powered by machine learning and artificial intelligence, iQ finally makes predictive intelligence and statistical analysis accessible for all business users. Its key features include statistical, predictive, and Natural Language Understanding (NLP/NLU), with more capabilities currently in development.

We have two main focus areas on our roadmap:

1. Operationalizing XM throughout organizations to drive a change in culture that leads to efficiency and better customer and employee outcomes. Over the next three years, we'll be building on this foundation to help organizations become more predictive so they can deliver on customer and employee expectations before they become problematic.
2. Focusing on each product area (Customer, Employee, Brand, Product, DesignXM, and Research Services) to make sure our solution offers the best features and most value for every client. While our long-term goal is for all organizations to leverage Qualtrics across every experience they provide, we don't want to lose sight of delivering the best solution in every product area we provide.

Key Qualtrics Roadmap Features that are or will be available in 2023, include but are not limited to:

- **Spotlight Insights:** Automatically surface insights in your CX data, and seamlessly create segments based on those insights. **Available now.**
- **Qualitative / Video Feedback:** Collect video responses in any project so you can humanize your data at scale, create highlights, and analyze transcriptions all on one platform. **Available now.**
- **CrossXM - EX+CX Guided Insights:** Combine Customer Experience and Employee Experience data sets, uncover the EX levers that drive customer and business outcomes, create action plans, and measure progress over time all without ever leaving the Qualtrics platform. **Available now.**
- **Frontline Manager Assist (360/Action Plan Portal):** This purpose-built experience is a new, centralized portal that helps people managers understand feedback and take action on insights more quickly. Managers are able to view all their survey results in one place, work with their teams to brainstorm ideas, track action plans for greater transparency, and survey their team on demand. **Available now.**
- **Customer Journey Orchestration:** Delivers journey analytics and orchestration capabilities so organizations can optimize cross-channel customer journeys and improve experiences at scale. **Available now.**
- **Real Time Agent Assist (RTAA):** RTAA empowers Contact Center agents to best serve customers with intelligent, contextual guidance and coaching in-the-moment. This feature helps drive every customer call towards the best outcome, saving time and improving both the agent and customer experience. **Available now.**
- **Automated Call Summaries (ACS):** Our ACS technology instantly recaps the end of a Contact Center call, identifies the issue, customer sentiment, and determines if resolution was reached. Agents no longer have to do this manually and this will enable these teams to reduce customer wait times and serve more customers - all from the automation coming from our AI and ML. **Available now.**
- **On the Spot Rewards:** Recognize and Reward Employees for demonstrating great CX behaviors using gift cards, loyalty points etc. **In Preview.**
- **Digital Session Replay:** Create intuitive experiences by analyzing direct feedback and reviewing behavioral/video evidence. **In Private Beta.**

- **Frustration Heuristics:** Diagnose improvement areas by identifying and triggering intercepts at key moments of friction in the journey, i.e., cart abandonment, rage click, mouse thrash, dead links etc. **In Private Beta.**

Client-requested product enhancements (as opposed to customizations that our professional services team works with clients to develop on an ad hoc basis) start with our Qualtrics Support Team where they are aggregated and escalated to the Qualtrics engineering team. We discuss requests and make a development decision according to client need, product roadmap, and various other factors. We can communicate with clients regarding specific feature requests and where they fit in our roadmap.

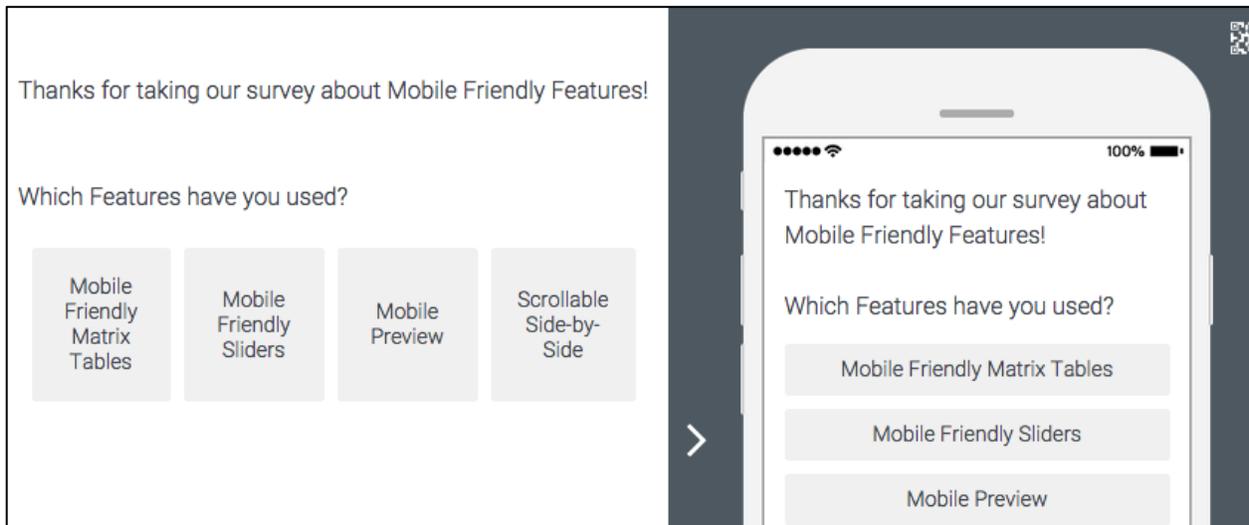
B. Reporting and Analysis

1. Describe the type of reporting available for users and administrators of the system.

Within the Qualtrics platform, our customers are able to create fully dynamic, customizable reports with a wide variety of graph types and response tables. We provide more than 30 different graph types, advanced filters and subgroups, drill-downs, t-tests, gap analyses, question statistics, and public reports. Results are also easily shareable by exporting to SPSS, Excel, Word, PDF, and PowerPoint, by publishing to a live link, or even sending through scheduled email digests and automated

2. Share report examples based on functionality and visuals using non-sensitive data from similar size and profile higher education institutions.

Real-Time Reporting: Real-time insights that drive better decisions. With Qualtrics CoreXM, you can easily make your results meaningful and share those results with key decision makers. Easily create reports by using point-and-click functionality and choose from more than 30 different graph types. Share real time reports or export the report to Word, PowerPoint, or PDF. The following figure shows an example.



Enter Full Screen

Tile Window to Left of Screen

Tile Window to Right of Screen

Move to Built-in Retina Display

Projects Contacts Library Admin Help & Feedback

+ Create Project

My

- All Projects 13
- Shared with Me
- Uncategorized 2
- Archived 6
- Ongoing** 8

+ New Folder

Ongoing v

Sort By: Status

Active Projects

	Status	Responses	12 Day Trend	
<div style="display: flex; align-items: center;"> ★ <div style="border: 1px solid #ccc; padding: 2px;"> <div style="display: flex; align-items: center;"> <div style="font-size: 1.2em; margin-right: 5px;">📄</div> <div> <p>Customer Satisfaction</p> <p style="font-size: 0.8em;">Last Modified: Jul 8, 2015 10:19 AM</p> </div> </div> </div> </div>	Active	88		<div style="display: flex; justify-content: space-between;"> 88 Complete 0 Partial </div> <p style="text-align: center; font-weight: bold; font-size: 0.8em;">100% Completion Rate</p>

New Projects

	Status	Questions	Est. Response Time	Languages
<div style="display: flex; align-items: center;"> ★ <div style="border: 1px solid #ccc; padding: 2px;"> <div style="display: flex; align-items: center;"> <div style="font-size: 1.2em; margin-right: 5px;">📄</div> <div> <p>How Well Do You Know Qu...</p> <p style="font-size: 0.8em;">Last Modified: Aug 10, 2015 10:15 ...</p> </div> </div> </div> </div>	New	5	<p style="font-size: 0.8em;">1 minute</p>	0

▼ Default Question Block

Block Options ▼

Q1

★

⚙️

Roughly what percentage of your monthly budget is allocated to each of the following areas:

	0 10 20 30 40 50 60 70 80 90 100	
Food		26
Entertainment		34
Housing		21

Labels

⊖ 0 ⊕ [Edit Multiple](#)

Automatic Labels

Type

Bars

Sliders

Stars

Grid Lines

⊖ 10 ⊕

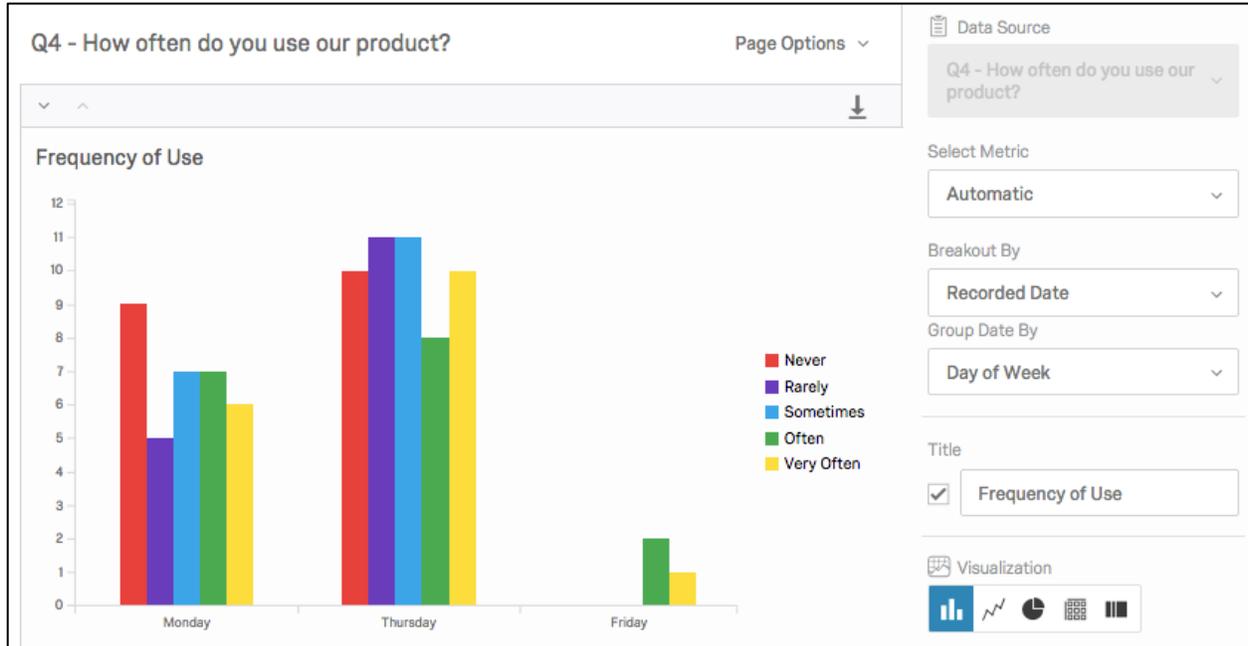
Min Value

⊖ 0 ⊕

📄 Import Questions From...

+ Create a New Question

v



3. Provide list of available standard reports along with examples.

You can build reports under the **Results** tab or the **Reports** tab, each with a separate purpose:

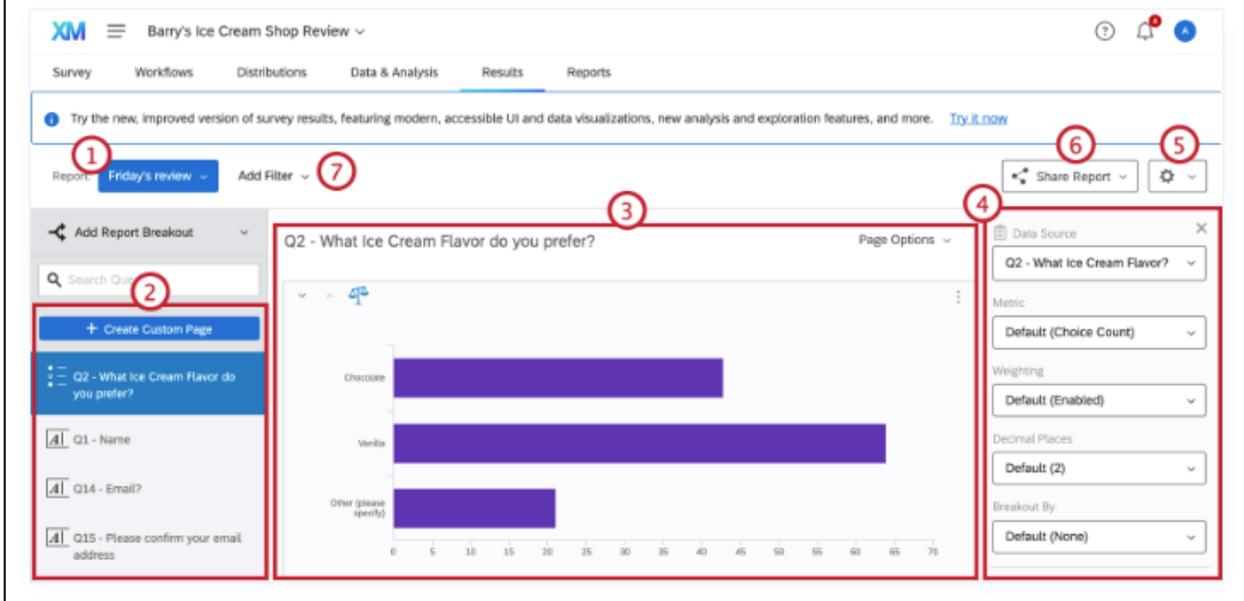
1. **Results:** Quickly view and analyze your results in a **Default Report** consisting of question-based **Pages** and customizable **Visualizations**.
2. **Reports:** Format **Reports** from the ground up where you control the layout.

RESULTS (also called Results Report)

Results-reports are designed to give you a quick and simple visualization of your survey results. By default, every question in your survey will have its own page; you can utilize these pages to visualize and explore, or you can export or share them. You can edit these default pages, or create your own custom pages.

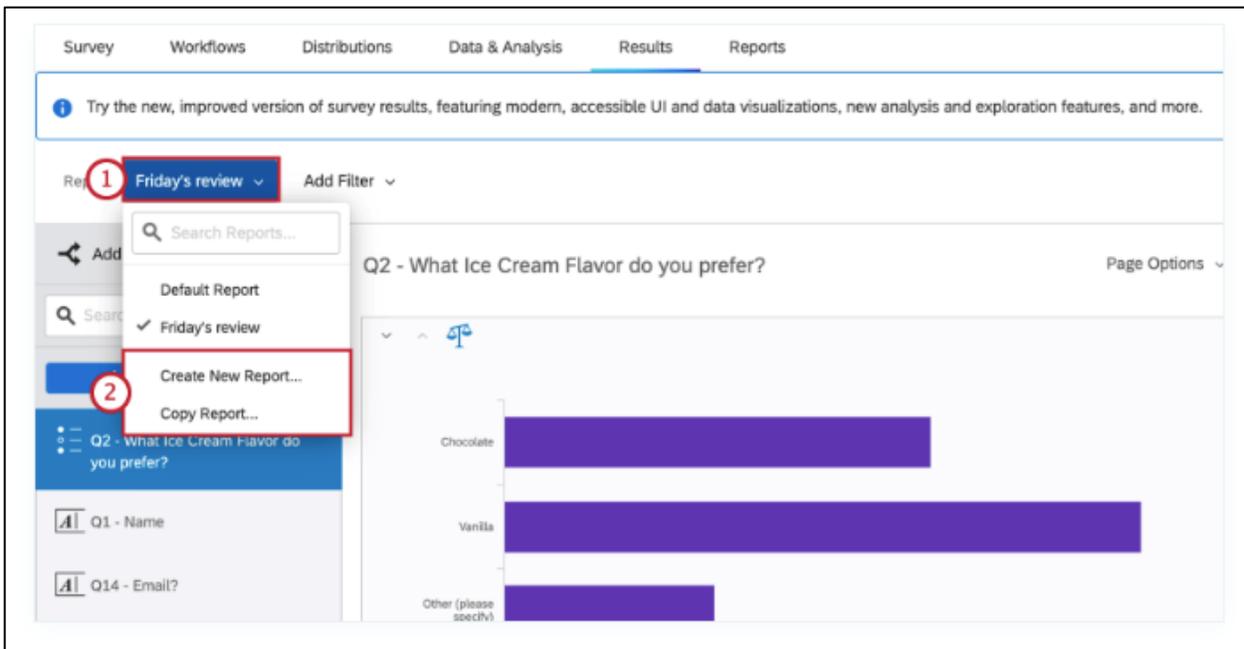
Each question in your survey will have a visualization pre-made for it. Visualizations are tables or graphs that display your data. When you generate a report in the Results section, visualizations are created for you automatically, but you can always add more. Each visualization varies in its options and settings. While: not every question type is compatible with every visualization, there are many customization options available to you to help you build a report to fit your needs.

The main features of results-reports include:



The screenshot shows the Qualtrics Results-Reports interface for a survey titled "Barry's Ice Cream Shop Review". The interface includes a navigation bar with tabs for Survey, Workflows, Distributions, Data & Analysis, Results, and Reports. A notification banner at the top encourages users to try the new version of survey results. The main content area displays a report for "Friday's review" with a search filter and an "Add Filter" button. A sidebar on the left allows for adding report breaks and creating custom pages. The central visualization is a horizontal bar chart for "Q2 - What Ice Cream Flavor do you prefer?". To the right, a "Page Options" panel provides settings for the data source, metric (Default Choice Count), weighting (Default Enabled), decimal places (Default 2), and breakout by (Default None).

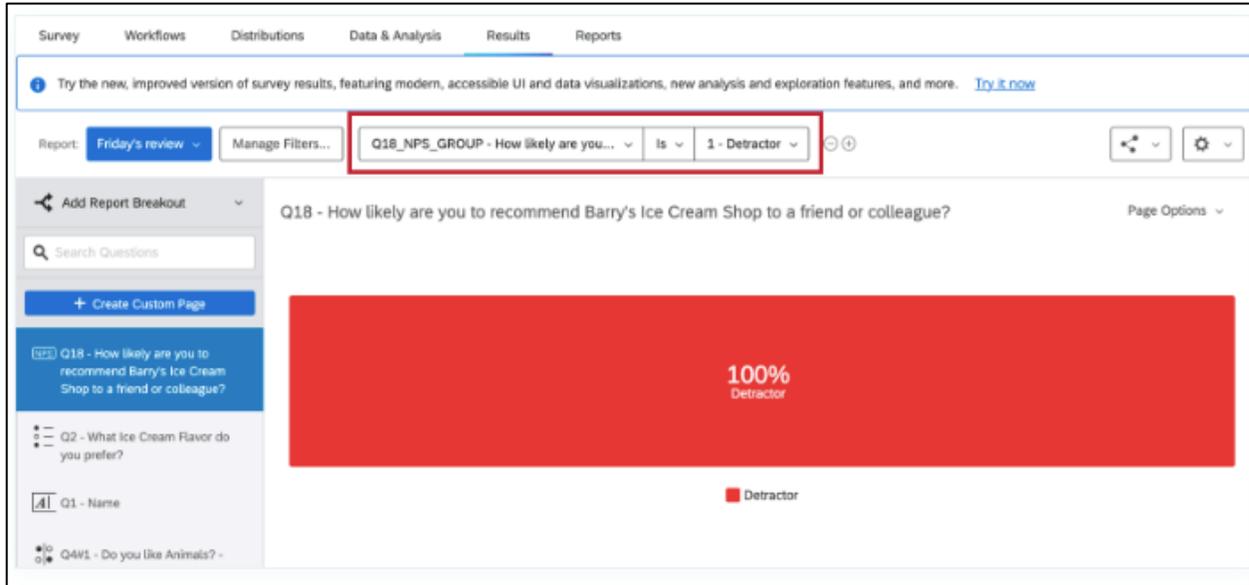
Flavor	Count
Chocolate	45
Vanilla	65
Other (please specify)	30



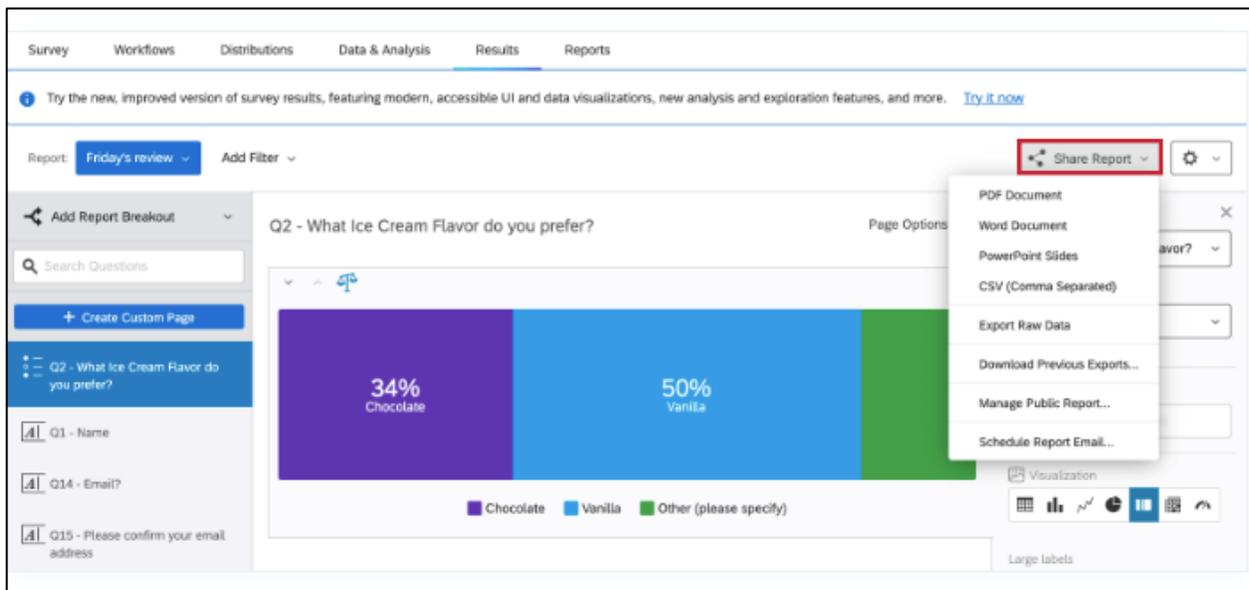
This screenshot focuses on the "Create New Report..." and "Copy Report..." options in the dropdown menu. The interface is similar to the previous screenshot, but the "Friday's review" report is selected, and the dropdown menu is open, showing options for "Default Report", "Friday's review", "Create New Report...", and "Copy Report...". The central visualization is a horizontal bar chart for "Q2 - What Ice Cream Flavor do you prefer?".

Flavor	Count
Chocolate	70
Vanilla	85
Other (please specify)	45

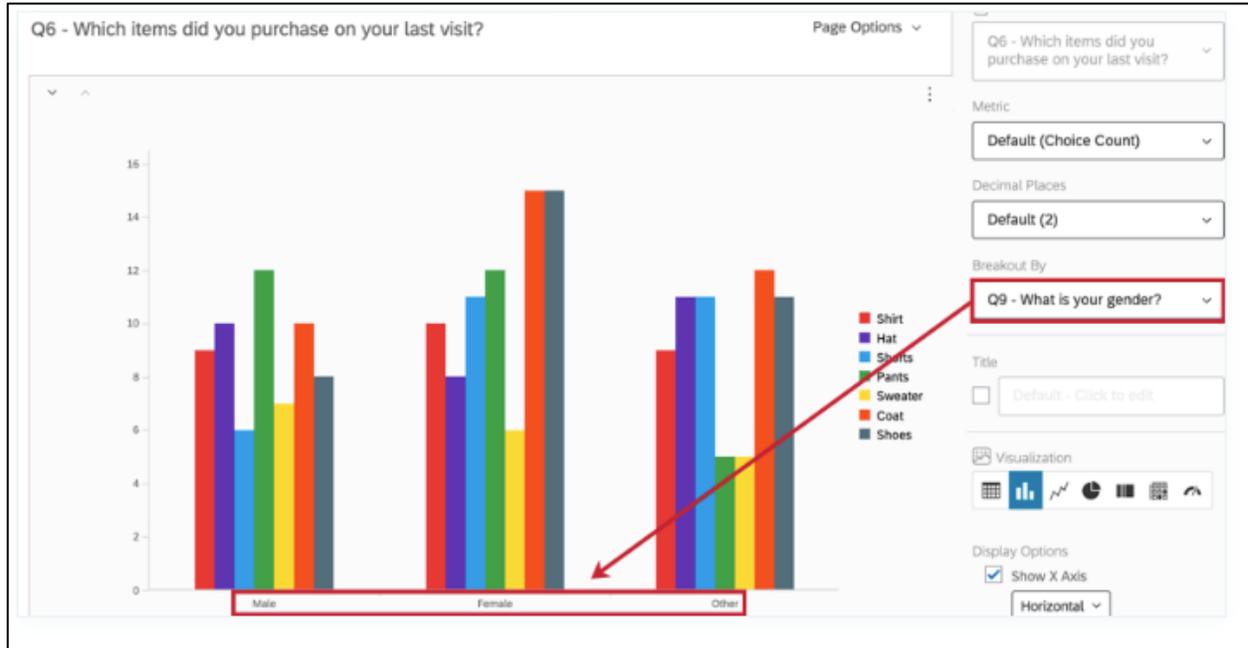
Creating and Copying Results-Report



Using Results-Reports Filters



Sharing Results-Reports



Using Results-Reports Breakouts

Results Report Visualization Types

Charts:

Bar Chart
Line Chart
Pie Chart
Gauge Chart

Tables:

Simple Table
Statistics Table
Paginated Table

Others:

Breakdown Bar
Word Cloud
Heat Map Plot
Text Highlights

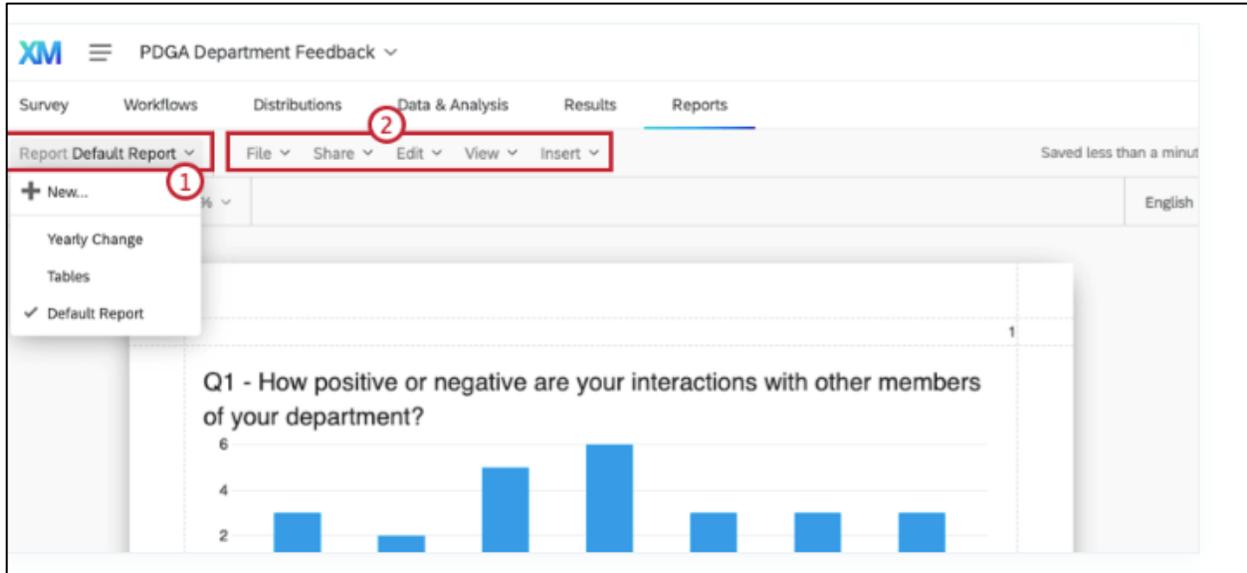
In addition to data visualizations, you can add general information paragraphs, linked text, and images to your reports (utilizing the rich text editor).

REPORTS (also called Advanced Report)

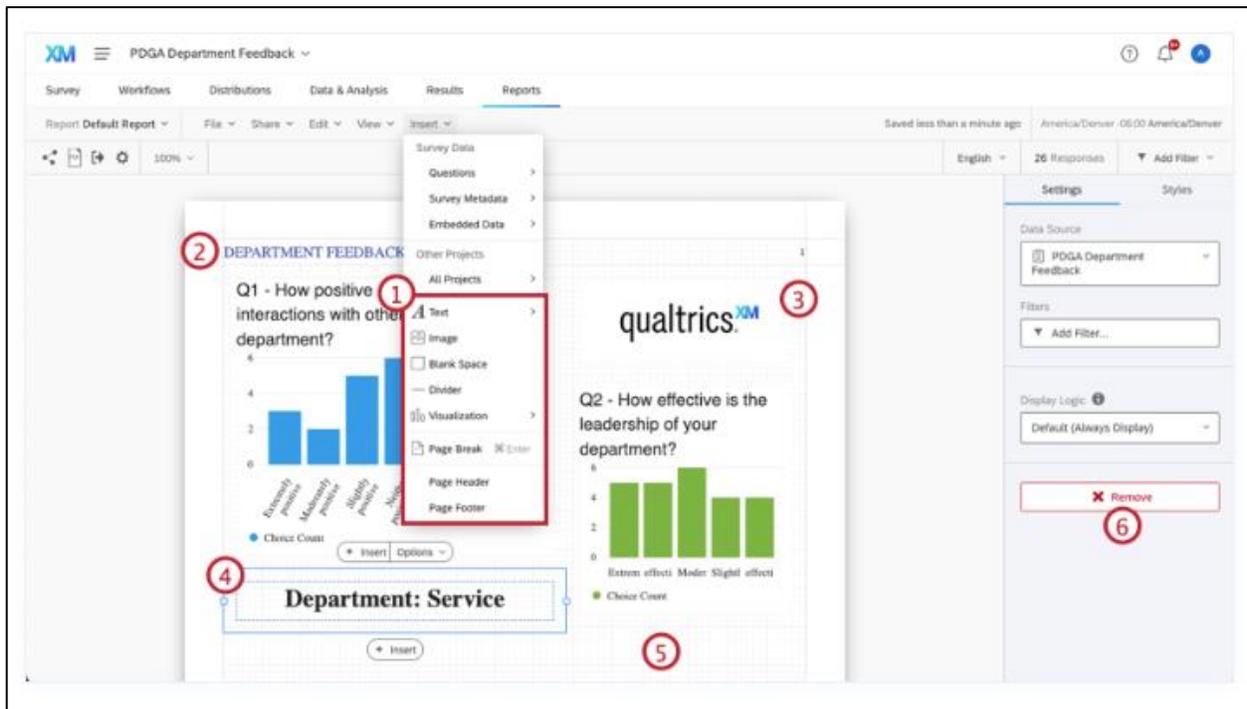
The end goal of Reports is to create informative online and printed reports to share with your stakeholders.

Reports provide the layout tools and functionalities you'll need to design custom reports:

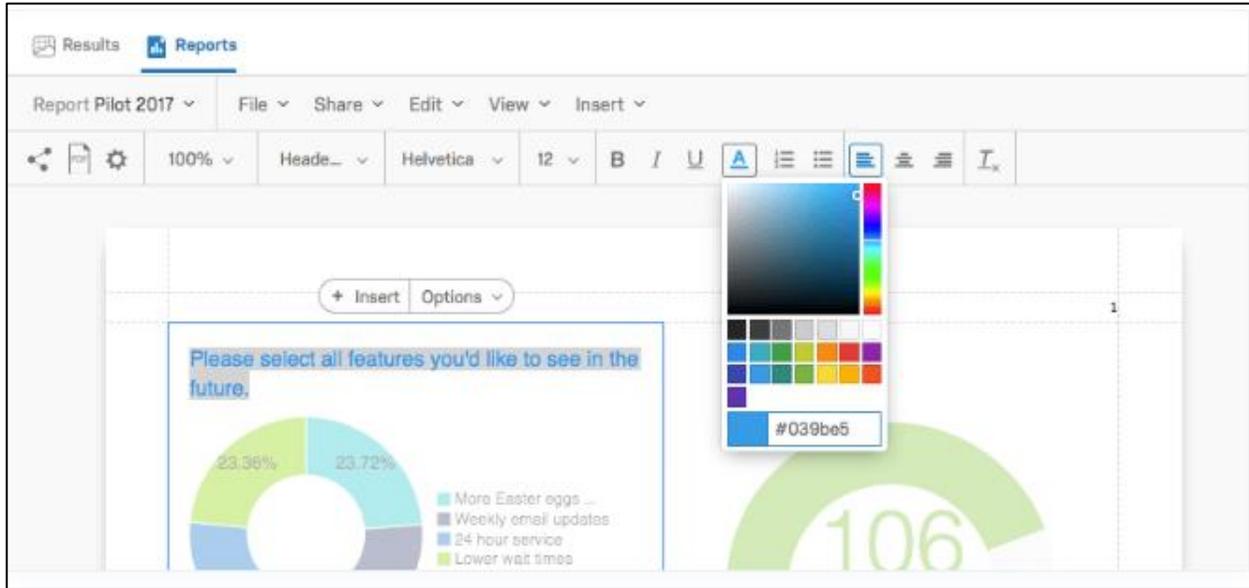
- **Page Layouts:** Collections of visualizations with accompanying headers, themes, color schemes, margins, and fonts.
- **Visualizations:** Individual charts, images, graphs, text areas, or tables pulled from your dataset.
- **Filters:** Logic to include or exclude data from your visualizations and reports.



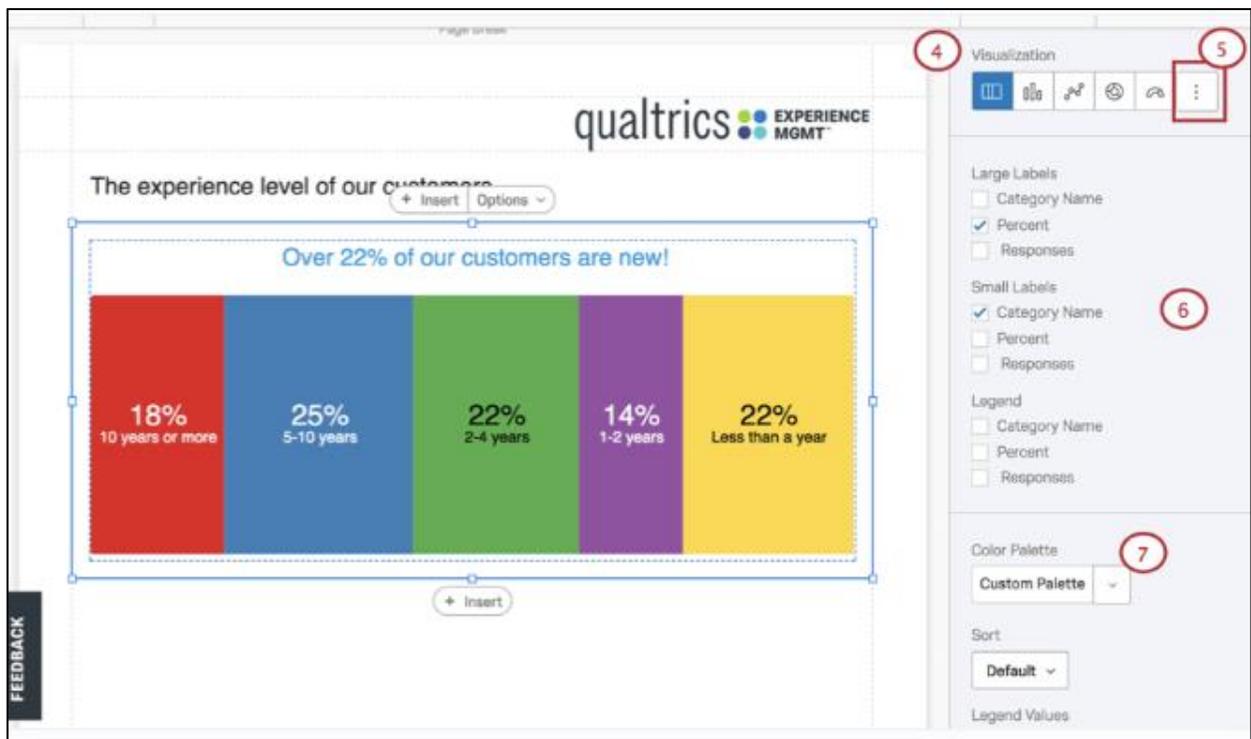
The Page Layout Toolbar



In Page Layouts you can insert Text Areas, Images, Visualizations, Page Breaks, Headers, and Footers



Using the Rich Content Editor



Using Visualizations

4. Provide details of how data can be extracted for use/analysis outside the vendor platform.

You can export (another word for “download”) all of your participants’ responses to all the questions in your survey. When you export data from Qualtrics, you can save data to your computer for analysis in another software, to share the file with a trusted colleague, or even to import back into another survey. Each row of the file is a

different respondent, and each column is a question of the survey they answered, survey metadata (e.g. Recorded Date, IP Address, etc.), contact fields, and any embedded data you may have recorded for each respondent.

You will have the following export file format options:

- CSV
- TSV
- Excel
- XML
- SPSS
- Google Drive
- User-submitted files
- Tableau (Extension with Tableau—only available with the Tableau Extension)
- JSON (Javascript Object Notation) & Open Data Protocol (only available with the API Extension)

5. Share information on the users' ability to create and save custom reports.

Users have many customizable options in **Results and Reports**.

RESULTS (also called Results Report)

Quickly view and analyze your results in a **Default Report** consisting of question-based **Pages** and customizable **Visualizations**. Results Reports will allow users to:

- Create and copy reports
- Create custom pages that you can export, move or hide
- Display and customize visualizations (see visualization types in question B.3)
- Add images and text
- Move and manage panes
- Filter entire results report to remove data you don't need
- Share reports

REPORTS (also called Advanced Reports)

The end goal of Advanced-Reports is to create informative online and printed reports to share with your stakeholders. Advanced-Reports provide the layout tools you'll need to design custom reports, including customizable:

- **Page Layouts:** Collections of visualizations with accompanying headers, themes, color schemes, margins, and fonts.
- **Visualizations:** Individual charts, images, graphs, text areas, or tables pulled from your dataset.
- **Filters:** Logic to include or exclude data from your visualizations and reports.

Additional information surrounding saving and report customization can be found section B.3. above.

6. Share information on the users' ability to schedule exports of data.

Response Import & Export Automations

Response automations can be used to automatically export data from Qualtrics on a regular schedule or import data into Qualtrics on a regular schedule. Response automations allow you to create, configure, update, test, and review your own automation jobs. The responses are delivered via a Secure File Transfer Protocol (SFTP). This means Qualtrics and your SFTP server establish a link to pass the responses between each other.

You can choose from the following file formats for the export: CSV, TSV, SPSS, JSON, NDJSON, or XML.

You will be able to enable additional export options based on your preferences such as:

- **Instead of exporting the recode value for the answer choice, export the text of the answer choice:** This option exports your data as the text of the selected answer choice as opposed to the recode value of the answer choice.
- **Include display order information in your export. Useful for surveys with randomization:** This option will include additional information in your data export about the order in which respondents saw randomized questions. For help interpreting this data, read [this support page](#).
- **Split multi-value fields into columns:** Certain question types allow for multiple answer choices to be selected for a single question. This option splits each possible answer to the question into a unique column, rather than combining every chosen answer into a single column.
- **Use a comma as a decimal separator instead of a period:** This option lets you use a comma as a decimal point for numbers.

7. Share if reporting is real-time.

Qualtrics provides real-time reporting. Responses can be viewed as data is being collected and updates can also be automatically emailed to you whenever a survey is completed.

C. Support Information

1. Vendor will provide Service Level and Support Agreements to include: Comprehensive system uptime, including maintenance schedule. Support for students, faculty, administrators and technical personnel including vendor support structure, support type (synchronous and asynchronous), and escalation paths. Days and hours of operation (using Eastern Time Zone) Methods of interaction (phone, fax, email, web-enabled knowledgebase, etc.) for all user groups.

Qualtrics clients sign an order form to commence an agreement and in this order form you will find our Service Level Exhibit:

Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("Scheduled Maintenance"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any

outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event (“Availability”).

2. **Scheduled Maintenance.** A minimum of five days’ advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** “Downtime” is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit (“Fee Credit”) based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 - a. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 - b. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 - c. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 - d. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

Uptime

Since 2010, Qualtrics has maintained an average up-time of 99.97%. By utilizing a microservices architecture, even these rare downtime events are isolated to specific modules or features, leaving the majority of the platform unaffected.

Customer Support

All users have access to live support from our world-class support team, at no additional cost. In an industry where the standard customer satisfaction is 95%, we have always excelled, generally averaging 97% satisfaction. Additionally, Qualtrics won the Stevie Award for Best Use of Technology in 2021 for our innovative Support Site and the Innovation in Customer Service Award in 2021 and 2022 for our live customer support.

Our live support is one of our key differentiators as a company, and clients often comment on how this is one of the most valuable aspects of the Qualtrics relationship. Users can reach our support team 24/7, through phone, chat, or email. We keep logs to give context for any recurring issues and immediate help. We provide support in English and 8 other languages, including French, German, Spanish, and Portuguese. Our additional languages are primarily available during the regular business hours of the language region and are not guaranteed to be available 24/7.

Chat, email, and phone support can be accessed through the Support Site by clicking Contact Us. All support is authenticated so only legitimate users receive assistance. This ensures data security for your company. A list of localized numbers can be found at the following URL.

<https://www.qualtrics.com/contact/>

Our support team operates globally in a follow-the-sun support model. Primary locations are located in our Provo, Dublin, Sydney, Tokyo, and Mexico City offices. Clients can call in and get a trained technical specialist on the phone to immediately troubleshoot issues or learn aspects of the tool at any time of the day or night. Most support requests made over the phone are resolved within the first call.

We also offer an extensive digital support environment with support pages, walk-throughs, and even a section containing recorded webinars. We also have an active community where users can collaborate on tough problems, answer each other's questions, network, and share best practices.

<https://www.qualtrics.com/support/>
<https://www.qualtrics.com/community/>

Support Escalation

In the rare circumstance where you may need to escalate a support instance you have the following options:

- Reach out to your Account Executive with your Support Ticket # to request escalation
- Guided Success Packages can be purchased to provide a named XMSM (XM Success Manager for client success) and allow for Enterprise Support. Enterprise Support provides the highest priority technical support, delivered by senior product specialists, plus end to end ownership of product issues and escalations

2. Vendor will disclose any limits on the use of service.

Qualtrics provides a specialized academic license for higher education institutions for the CoreXM Advanced platform. This license allows for a very high number of users in order to facilitate easy user access which also prevents GMU from managing individual user provisioning. More specifically, we allow a user count up to your FTE number which is far beyond the actual number of Qualtrics users at your campus.

Qualtrics has included 25% increase on top of last year's number of responses collected (and even further above responses collected in the prior year) in order to allow for growth and scaling of the platform's use.

There are currently no limits for data storage.

3. Vendor will identify the customer contact team for all levels of support.

For any technical issues or questions the first point of contact should be Technical Support. If a Success Package is purchased, the named XMSM (XM Success Manager) / Enterprise Support should be contacted.

Contracting and Administration:

Jay Yeo | jay.yeo@orireresults.com | 765-413-8897

The primary Qualtrics contact for GMU is your Higher Education Account Executive:

Julianne Peterson | jpeterson@qualtrics.com | 936-900-6829

The Account Executive reports to the AVP for Higher Education:

Steve Sartori | ssartori@qualtrics.com

The Higher Education team has an Account Manager to service our team and clients:

Jenny Nguyen | jnguyen@qualtrics.com

To discuss how to utilize the platform or additional uses cases please contact your Account Executive who will arrange for the appropriate resources such as an Industry Advisor or Solutions Engineer.

4. Vendor will provide a process flow for how a performance related issue/incident (i.e. slow response) related to the system will be resolved. Include levels of escalation and identify any third-party entities that could be engaged also, include average response times.

We will work with GMU during the outset of the project to define an escalation path to best meet its needs. For any performance issue or incident, Qualtrics will assign an issue the appropriate level of severity and communicate that severity level to GMU. The assigned customer/technical support contact will own the dispute resolution and will interface directly with any of the involved departments/roles within Qualtrics. With the purchase of a Success Package, a named XM Success Manager would take the lead, end to end, on the escalated issue.

Whether you're using a licensed or free account, the Customer Success Hub is the single entry point for support, services, and helpful resources at Qualtrics. Here, you can:

- View your support ticket and escalation history.
- Submit tickets to the Support Team (and, depending on your license, your Technical Account Manager and/or Enterprise Support).
- See the services available to you in one central location.
- Search all of our support resources right inside the portal itself– including content from the Qualtrics Support Site, XM Community online forum, Basecamp training, and XM Institute literature on thought leadership and best practices.
- Find administrator contact information if you're a standard user, or key Qualtrics account contacts if you're an administrator.
- Qualtrics also provides 24/7 phone and email support for all products to all clients. We also provide live chat support from 6:30am-4:30pm MST. This support is provided by our expertly trained employees and is never outsourced.

5. Vendor will describe the outage notification process.

As with any SaaS platform, Qualtrics leverages software to monitor and alert on performance-related issues. These alerts will follow different paths for resolution based on the severity of the issue. Regardless, when an issue is impacting our customers, we have a standard communication triage approach. First and foremost, select issues will generate an automated response indicating that we are aware of the issue and are tracking for resolution.

Additionally, George Mason University users can open a support ticket which is then escalated through tiers of support as needed. Tracking occurs through the Qualtrics support center that platform users will have access to. Users will be alerted within the Qualtrics platform if there are any scheduled outages or maintenance windows upcoming.

6. Vendor will provide list of the supported spoken and written languages, if applicable.

Qualtrics provides support in English and 8 other languages, including French, German, Spanish, and Portuguese. Our additional languages are primarily available during the regular business hours of the language region and are not guaranteed to be available 24/7.

To support global organizations, Qualtrics also offers a variety of platform and survey language options.

The Qualtrics XM Platform is available in these 21 languages:

English (US), English (UK), Spanish (Latin America), Spanish (Spain), French, German, Dutch, Italian, Portuguese, Brazilian Portuguese, Bahasa (Indonesian), Bahasa (Malaysia), Finnish, Korean, Japanese, Chinese Simplified, Chinese Traditional, Danish, Swedish, Thai, and Russian.

Surveys can be administered in the following 75 Languages:

Albanian, Arabic, Armenian (Eastern), Assamese, Azeri/Azerbaijani (Latin Script), Bahasa (Indonesian), Bahasa (Malaysia), Belarusian, Bengali, Bosnian, Brazilian Portuguese, Bulgarian, Catalan, Cebuano, Central Kurdish, Simplified Chinese (Mandarin), Traditional Chinese (Cantonese), Croatian, Czech, Danish, Dutch, English (UK), English (US), Esperanto, Estonian, Finnish, French, French (Canada), Georgian, German, Greek, Gurjarati, Hebrew, Hindi, Hungarian, Icelandic, Ilonggo/Iligaynon, Italian, Japanese, Kannada, Kazakh (Cyrillic), Khmer, Korean, Latvian, Lithuanian, Macedonian, Malayalam, Marathi, Mongolian, Montenegrin, Myanmar/Burmese, Norwegian, Odia/Oriya, Polish, Portuguese, Punjabi, Romanian, Russian, Serbian, Sinhalese, Slovak, Slovenian, Spanish (LATAM), Spanish (EU), Swahili, Swedish, Tagalog, Tamil, Telugu, Thai, Turkish, Ukrainian, Urdu, Vietnamese, Welsh

7. Vendor will provide self-service/training options that are available to students, faculty and administrators.

We want to ensure you have what you need to be successful with Qualtrics and get the most out of your license. We design all of our training programs to scale easily, cater to multiple learning styles, and provide a consistent and engaging experience for every employee. Additionally, our training programs are designed to help you onboard new employees and managers, so they are empowered from day one to close experience gaps. Qualtrics training offerings include:

- **XM Basecamp:** XM Basecamp is the official site for online Qualtrics training resources. Your team will be able to access XM Basecamp free of charge with their Qualtrics credentials. On XM Basecamp you will find an extensive library of 60+ on-demand training videos and courses that will cover both the Qualtrics product and XM methodology.
- **Qualtrics Certification:** Qualtrics Certification courses are also available on XM Basecamp. These courses provide a structured learning journey for your team to learn Qualtrics. They consist of training content, hands-on activities, quizzes, and a proctored certification exam to verify mastery of the Qualtrics platform. XM Certification courses and exams are included for up to 5 core users/year. The purchase of a Success Package will include certifications for a defined number of users (starting at 5)
- **Live Training:** Looking for live training options? We have a number of standard live training options available. In these private training sessions, a Qualtrics XM Expert will lead up to 15 attendees through their selected hands-on training. Live training options are available for an additional charge.

Additional Ad-Hoc and Support Services: Qualtrics provides customers access to a wealth of knowledge and resources, including:

- **Support Network:** Qualtrics Support Team has 24/7 availability online, on the phone, or through the Qualtrics community. You have a hotline to XM experts night or day.
- **Self-Help Services & Product Manuals:** Qualtrics' world-class support infrastructure is here to assist your organization and teams to optimize and maximize the value of Qualtrics. We combine experienced certified product specialists with a rich continually evolving library of online FAQ pages, product manuals, and webinars as well as a hugely popular user community forum to deliver the "art of the possible" with Qualtrics.

8. Vendor should be able to accommodate working with multiple functional and technical leads if needed.

With Qualtrics, the nature of our work impacts a wide variety of users and stakeholders at a university, including but not limited to, IT, Procurement, Research, researchers, Academics, HR, Administration, students, faculty and staff. Qualtrics understands that our user types and leads are diverse and varied and we are prepared to work with all necessary parties. Mostly commonly, many of our university-wide accounts have multiple Brand Admin's and points of contact. We allow for multiple Brand Admins as needed.

9. Vendor will submit description of system user types, roles, who at the University typically fulfills those roles and what is the expected annual time commitment for these resources to run the platform.

As current users of Qualtrics, George Mason has resources allocated to support Qualtrics. Most often, the Brand Administrator(s) support the product for the local user community. Our new, enhanced platform does not require any further resource commitment than GMU has already made.

D. System Integrations

1. Vendor will share documentation on the type of integration (LTI or API) they provide with external tools. Vendor will list available integrations.

Qualtrics supports multiple methods of integration into other systems, ultimately allowing us to connect with virtually any modern platform using our open integration architecture. Qualtrics offers:

- Configurable data import/export automation using SFTP, API, Google Drive, or Dropbox
- REST API library with hundreds of endpoints to perform nearly every in-product function programmatically

Pre-built Integrations

A key differentiator of Qualtrics is our ability to quickly and easily integrate into the other platforms within George Mason University's environment. This includes pre-built, no-code-required integrations with key business systems. We can review these with you as you wish. As mentioned above, our platforms are built specific to use cases and user persona; we can detail what is included with CoreXM Advanced and other platforms upon request.

Data Import/Export Automation

For system integrations not supported by a pre-built integration, Qualtrics makes it easy to transfer data between systems using various data import/export automation methods. The most commonly used method is an SFTP automation, wherein data can be delivered from George Mason University's business systems to an SFTP server and then imported into Qualtrics. We also support Google Drive, Dropbox, and API as other methods to send data to Qualtrics in this manner. Similarly, Qualtrics can export data automatically to the same SFTP server, allowing George Mason University's business systems to retrieve Qualtrics data.

Qualtrics has made the setup and maintenance of these processes extremely simple with a point-and-click menu to create the automation. If using SFTP, all that is necessary is to enter the server path details and, if necessary, file name structure. From there, follow up actions like data mapping and action triggers in the Qualtrics system can be set up in the same menu, so no programming is required.

REST API Library

Qualtrics supports a very robust and flexible REST API that allows George Mason University to set up automations and integrations with other systems. This will allow George Mason University to integrate with other systems that support API integration. Please see the following URL for detailed information about our API library and capabilities: api.qualtrics.com.

Please note: The platform type recommended for this RFP is the CoreXM Advanced. Some integrations (such as those utilized for business operations, programmatic solutions and longitudinal work may reside on one of our XM (Experience Management) platforms. Prior to the signing of this agreement, Qualtrics will work with GMU to identify all necessary integrations.

2. Vendor will indicate that the proposed system supports SSO authentication through CAS or SAML 2.0.

With the Single Sign-On (SSO) authenticator available through Qualtrics, you can authenticate against a third-party system (e.g., verify that they have a legitimate user ID at your university or have a Facebook account) rather than just verifying that respondents are found on a contact list that you have uploaded into Qualtrics.

The authenticator feature supports six basic types of SSO authentication:

- **Token**: The third party generates a secure token that allows the respondent (if validated) to automatically login.
- **CAS (Central Authentication Service)**: Respondents authenticate against a CAS server.
- **LDAP (Lightweight Directory Access Protocol)**: LDAP is used to authenticate users.
- **Shibboleth**: Respondents authenticate via SAML.
- **Google OAuth 2.0**: Respondents authenticate with their Google username.
- **Facebook**: Respondents authenticate with their Facebook username.

3. Data should be available for the University to incorporate future data reporting projects and dashboards as needed. Vendor will share what bulk data export methods/APIs are available for the University.

George Mason University can export survey data to the following formats:

- CSV (Comma Separated Values)
- TSV (Tab Separated Values)
- Excel (Microsoft Excel)
- XML (Extensible Markup Language)
- SPSS (Statistical Analysis Package)
- Google Drive (Direct export to Google Drive)
- Tableau (Extension with Tableau—only available with the Tableau Extension)
- JSON (Javascript Object Notation) & Open Data Protocol (only available with the API Extension)

Additionally, George Mason University can export results-reports to a PDF, Word, Powerpoint, or CSV document. Dashboard data can be exported or emailed as a PDF, JPG, PNG, or CSV file. The Qualtrics API allows for automated import/export of data and can be integrated with other systems as needed.

4. Vendor will share user management practices, including the ability to auto assign institution- and department-level administrators based on AD (Active Directory) groups or other existing system roles

Customers administer access to their own brands. All tools necessary to administer and revoke user access are included in the platform. Please refer to the User Controls section of the Cloud Security and Privacy Framework, available upon request at <https://www.qualtrics.com/trust-center/>.

Qualtrics leverages the concept of a user type across many parts of the dashboard. George Mason University can quickly update and maintain permissions for many users at once by using user types. User types are sets of permissions that can be assigned to user accounts. Whenever you want to make a widespread permission change, just edit the user type and all associated user accounts will update automatically.

While you can customize user types according to your company's needs, Qualtrics has provided two primary ready-made user types:

- **Brand Administrator:** The brand administrator is a special user type with the ability to edit administrative settings for the whole brand.
- **Standard Account / Qualtrics – Standard:** This user type generally has access to all the features in the brand except administrative ones.

E. Data Transfer Protocols and Data Retention

1. Vendor will describe data transfer protocols between the University's systems and the vendor system.

Qualtrics offers a REST API for automating pushing and pulling data to/from Qualtrics platform. The most common use cases are to pull data stored in Qualtrics into another system such as GMU database or upload a file to an SFTP site and automate distribution to respondent contacts, emails and reminders through Qualtrics. API documentation can be found at api.qualtrics.com.

2. If applicable, Vendor will share its data retention policy, including but not limited to: Storage location File format Length of time stored The University's ability to access archived data

DATA RETENTION

This section pertains to data of its customers, not Qualtrics' internal company retention procedures. All respondent data is backed up by Qualtrics using two methods: automatic propagation across servers (immediate upon collection) and daily complete off-site encrypted backups. However, customers are encouraged to back up their data in case of accidental deletion/modification caused by one of their users, and for their own archive/data retention policies.

Automatic Propagation

Qualtrics uses advanced data storage technologies that record data to more than one physical device. This process is accomplished as soon as data is written, typically within a few seconds. It protects against storage device failure.

Periodic Backups

Qualtrics performs a full backup once per week and at least daily incremental backups of all production data. These backups are stored in multiple availability zones and at alternate data centers in the same region where the data were created where possible. Every backup file is encrypted using an advanced crypto method with a large key (for security reasons, details are not released).

Data Backups

Customers own and control their data, and, therefore, customers are responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of their data. They are also responsible for backups (there are numerous download formats and mechanisms available) and retaining the backup according to their own retention policy. This is highly recommended as Qualtrics is under no obligation to restore lost data caused by the customer's own negligence. Depending on how active data is deleted, it may be possible for the Authorized User to undelete it using a feature in the software. Once data is permanently deleted, then the Authorized User must restore from a personal backup.

Customers are encouraged to back up their data in case of accidental deletion/modification caused by one of their users and for their own archive/data retention policies.

The data backups created by Qualtrics are retained for up to 90 days. Restoration from these backup datasets is for disaster recovery only. The backups are electronic (no tape) and stored in an alternate data center in the same region or by making use of three AWS Availability Zones.

Data may be deleted by the Authorized User at any time using the standard web interface. It is incumbent upon the customer to determine its own data retention obligations as they relate to their company's policy or legal obligations.

Deprecated or defective media (specifically, hard drives) are erased according to a U.S. Department of Defense compliant 3-pass overwrite standard, and/or physically destroyed.

Data Deletion / Destruction / Purging

Because customers are in control of their data, Qualtrics encourages customers to export and delete their data from Qualtrics prior to leaving the platform. After the conclusion of the contract period, the customer will no longer be able to access any data remaining on the platform. Qualtrics then will delete any remaining data in accordance with applicable law and contractual obligations. If a customer hasn't deleted all of their data prior to leaving the platform, Qualtrics warrants it will be removed from the services within 6 months.

Data Destruction Certificate: Customers requesting confirmation of data deletion should make such a request 180 days after the expiry of their contract.

Please refer to the Backup Management section of the Cloud Security and Privacy Framework.

Please refer to the Platform Data section of the Cloud Security and Privacy Framework. The Cloud Security Framework, along with various industry-standard security certifications, questionnaires, and other security artifacts can be requested here: <https://www.qualtrics.com/trust-center/>. Note some of the items require an NDA to be in place (if there is no active established contractual agreement). Reach out to your relationship owner for assistance, if necessary.

Data Centers / Storage

In general, all data centers utilized by Qualtrics:

- Are in non-descript buildings
- Have access controls for all areas (including loading dock) using biometrics and card readers
- Log and monitor all entry and exit access
- Have 24/7 on-site guards
- Constantly monitor power, fire, flood, temperature, and humidity
- Are geographically diverse

All data are owned and controlled by customers, who are designated as data controllers. Qualtrics is the data processor. Customers determine the following about the data stored in the Qualtrics platform:

- Which type of data to collect
- Who to collect data from
- Where to collect data
- What purpose
- When to delete the data

Qualtrics does not classify or represent the data. All data is treated as confidential and is processed equally regardless of their meaning or intent.

All data are stored and processed in multi-tenant data centers and in a single region (e.g., EU) chosen by the customer. Qualtrics utilizes either a combination of both Equinix and Amazon Web Services (AWS) or Amazon Web Services (AWS) exclusively for our production data storage locations. They are located in the following regions:

- United States- East (Ashburn, VA)
- United States- West (San Jose, CA)
- Canada (Montreal, QC [AWS Only])
- EMEA (Frankfurt, Germany)
- Australia (Sydney, NSW)
- Singapore (AWS Only)
- Japan (Tokyo [AWS Only])
- UK (London [AWS Only])
- FedRAMP Environment [AWS GovCloud Only]

The multi-tenant solution includes a shared Database and Schema. All client data is stored in a shared database and schema, and data is separated by SQL query filters. All customer data is logically segmented by the organization, user, and survey ID, as well as hidden behind the user's login credentials (standard username/password, SSO authentication, etc.).

Please refer to the Platform Data and Locations and Infrastructure sections of the Cloud Security and Privacy Framework for further information. The Cloud Security Framework, along with various industry-standard security certifications, questionnaires, and more security artifacts can be requested here: <https://www.qualtrics.com/trust-center/>. Note some of the items require an NDA to be in place (if there is no active established contractual agreement). Reach out to your relationship owner for assistance, if necessary

F. Implementation and Project Management

1. Provide lead time from receipt of order through go live.

Qualtrics is the incumbent vendor for university wide survey software at George Mason University. We are proposing that George Mason University move to our CoreXM Advanced platform as it is inclusive and comprehensive. This license change will not require scoped implementation or project management.

Though no scoped implementation or project management will be required, we do suggest a session with your users on features, but this may not require lead time. The switch to this new license does not require any data move or downtime. Qualtrics has an automated process that allows us to flip on additional functionality behind the scenes with little disruption. The only disruption that might occur may be a permissions adjustment.

2. Provide an implementation plan that includes but is not limited to: Timeline Outline of necessary steps (to include steps for migrating current surveys, data, workflows into a new system if/when applicable). Provide Vendor's resources and time commitments. Provide the University's expected resources and time commitments. Provide project and change management to onboard new features and/or new technology at George Mason University.

Because GMU is a current Qualtrics client, the move to our CoreXM Advanced license type will not require implementation or training. However, we would encourage GMU to take advantage of Qualtrics's workshop and training offerings to drive Qualtrics adoption and share the direction Qualtrics is going:

New Features Workshop | a workshop showcasing the new features on the CoreXM Advanced license and building awareness with your users

Brand Admin Training | a couple new features may require a set-up or management and we can walk the GMU brand admins through this

Other training resources that are always available to GMU include:

XM Basecamp (<https://basecamp.qualtrics.com/>) is the official site for online Qualtrics training resources. Anyone on your team with a Qualtrics account will have the ability to access the training courses on XM Basecamp free of charge. On XM Basecamp you will find an extensive video library that allows you to build your expertise on program design, research methodology, and Qualtrics best practices. All XM Basecamp training courses can be completed at your own pace.

Qualtrics Support Site (Knowledge Base): We offer an award-winning Support Site with carefully curated FAQs, guides, and step-by-step instructions for our customers to leverage at any point in your XM journey. Our Support Site was designed by our in-house team of instructional designers to serve everyone, from Qualtrics newbies to superusers. We want to make it as easy as possible for any user to learn even the most complex features of our products.

Technical Support: For day-to-day questions, [Client Name] has access to our world-class support team, at no additional cost. [Client Name] can reach our support team 24/7, through phone, chat, or email.

XM Community: [Client Name] will also have the opportunity to utilize Qualtrics XM Community, an active forum with 30,000+ Qualtrics users around the globe. The XM Community is a place for Qualtrics users to collaborate with other users on industry and product best practices, help others, receive help, track product updates, suggest product features, and more. The site is home to over 13,000 Qualtrics product solutions and thousands of free custom code solutions. The XM Community can be accessed at <https://community.qualtrics.com>.

3. Discuss your firm's ability to automatically transfer existing surveys and data in existing survey tools at George Mason University into the preferred vendor's system (if applicable).

Qualtrics is the current provider of university wide survey software for George Mason University. There would be no requirement to transfer existing Qualtrics surveys and data.

G. General Survey Features

1. Vendors will share relevant documentation (including but not limited to screenshots, videos, or written comments) to represent the proposed platform's features and capabilities as requested in the below categories.

1.1 Branding and administrative tools

1.1.1. Ability to provide branding at the institution and college level.

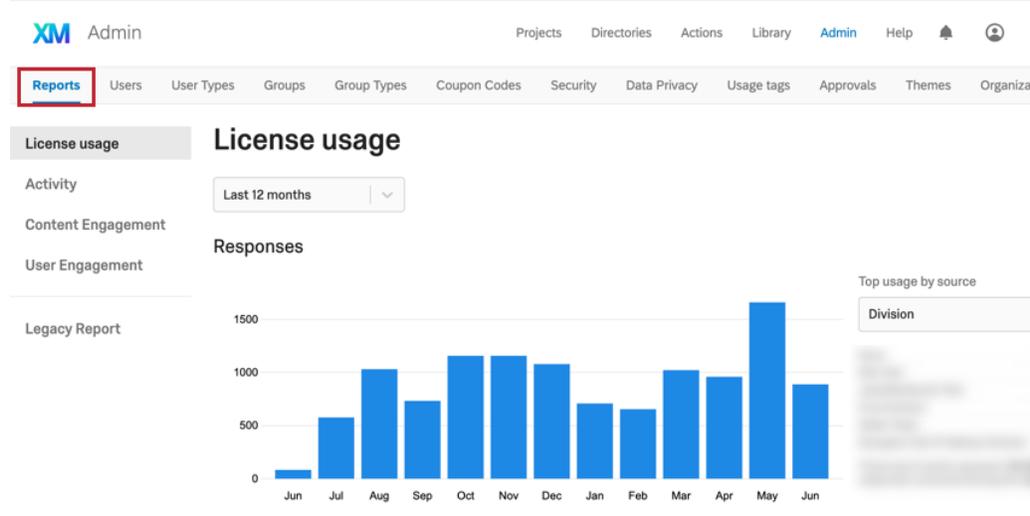
George Mason University can completely customize the look and feel of a survey. Users can adjust pictures, logos, fonts, and color schemes to fit the desired branding in a simple point-and-click interface. George Mason University can also add additional customization through CSS, taking the survey design possibilities one step further if desired and creating a wholly unique survey experience for respondents. Limitless options for branding ensure that the system syncs as closely as possible with existing systems.

1.1.2. Administrative dashboard access

Admin Reports answer questions such as who is using how much of your license, who are your most engaged and least engaged users, and what the quality of research happening in your company is as measured by Expert Review. These metrics and more are illuminated in the Admin dashboard, consisting of the License Usage Report, the Activity Report, the Content Engagement Report, and the User Engagement Report.

License Usage Report

The License Usage Report allows you to view how many responses, SMS credits, and user seats have been used by your license within a given time period.



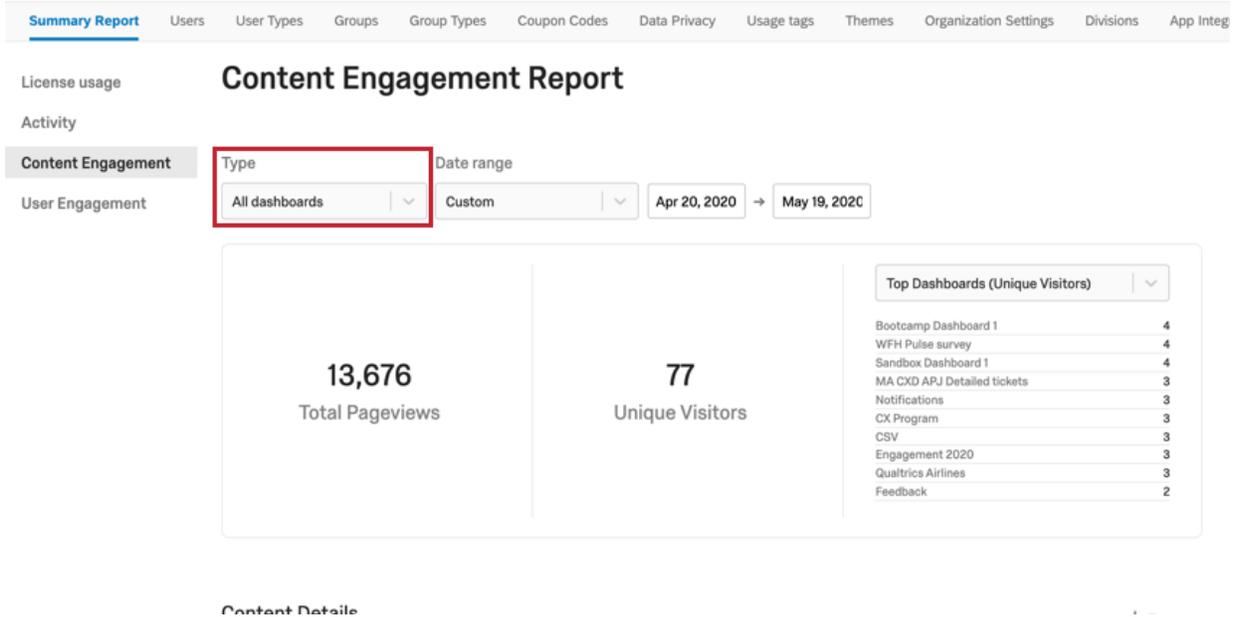
Activity Report

The Activity report shows the survey activity within your brand. Here, you can see details of all surveys in your brand including their quality as measured by Expert Review.



Content Engagement Report

The Content Engagement report is a great way to determine the dashboards your users engage with the most. Here, you can determine top dashboards by timeframe and export data on pageviews and unique visitors.



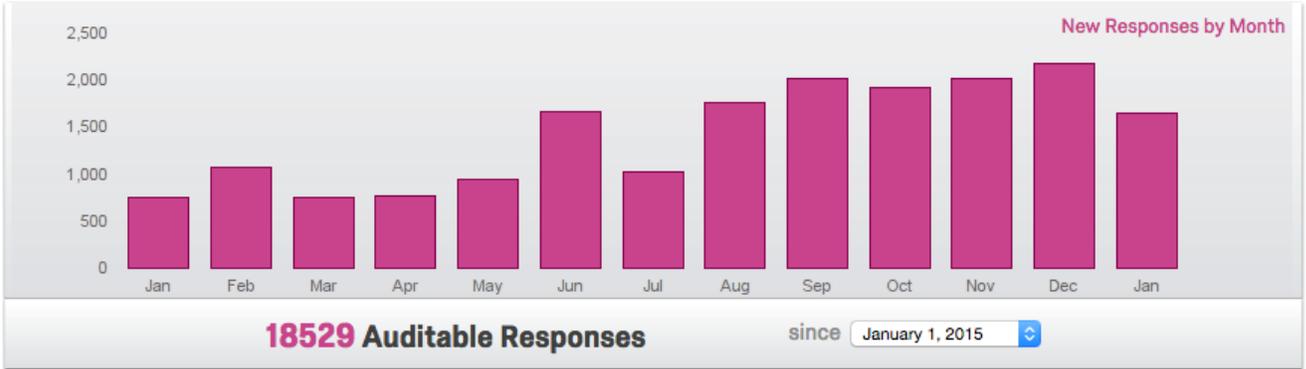
1.1.3. User dashboard access

The Qualtrics platform provides a number of administrative reports from three main perspectives: user, survey, and system. Administrative user reports include details such as:

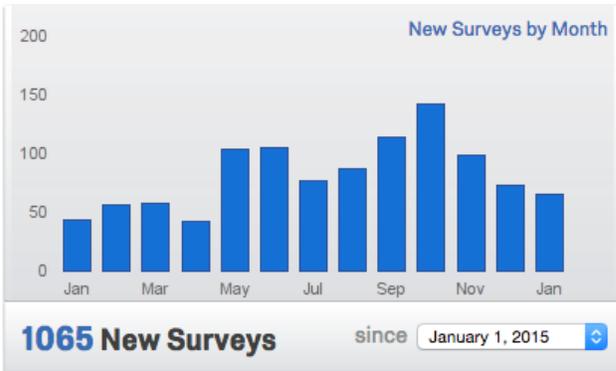
- Last login
- Login frequency
- Surveys created
- Surveys accessed
- Surveys shared with other users

System reports illuminate details from an aggregate perspective across all users and surveys. Below are some examples of the kinds of reports/graphics available to administrators.

Auditable Responses ?



Surveys



Users



SMS Messages



Recent Logins Current IP: 192.41.76.4

User	IP Address	Location	Date
devinp	Qualtrics	Loading...	January 26 2016 16:03:35
devinp	Qualtrics	Loading...	January 22 2016 09:21:17
devinp	Qualtrics	Loading...	January 21 2016 11:09:00
devinp	Qualtrics	Loading...	January 20 2016 14:34:33
devinp	Qualtrics	Loading...	January 19 2016 12:02:31
devinp	Qualtrics	Loading...	January 18 2016 13:59:46
devinp	Qualtrics	Loading...	January 14 2016 09:04:15
devinp	Qualtrics	Loading...	January 14 2016 09:03:41
devinp	Qualtrics	Loading...	January 11 2016 16:45:31

Track What Your Users Are Doing to Optimize Roles. With Qualtrics administrative reporting, you are able to see how members of your organization are using our platform, and with what frequency, so that you can adjust roles and use cases to make your workers more effective.

1.2. Question types for surveys

1.2.1. Multiple Question types/features, including at least the following: Multiple Choice, Text Entry, Rank Order, Matrix Table, Slider, Side by Side, Constant Sum, Graphic Slider, Drill Down, Pick Group and Rank, Net Promoter[®] Score, Highlight, Signature, Timing, File Upload, Screen Capture, Captcha Verification, Likert.

Qualtrics provides over 100 different ways to ask a question. There are many question types and each question type has a variety of settings that can be used to customize each question.

Question Types

- **Multiple Choice:** Multiple choice questions form the basis of most research. They can be displayed as a traditional list of choices or as a dropdown menu, select box, etc.
- **Text Entry:** Text entry is used to gather open-ended feedback from respondents. These responses can be lengthy essays or short text.
- **Text / Graphic:** Descriptive text questions can be used to add an introduction or instructions to your survey, or display an image, without asking for feedback.
- **Matrix Table:** Matrix table is used to collect multiple pieces of information in one question. This type provides an effective way to condense your survey or to group similar items into one question.
- **Slider:** Sliders let respondents indicate their level of preference with a draggable bar rather than a traditional button or checkbox.
- **Form Field:** Gather standard form information such as name and email address.
- **Rank Order:** Rank order is used to determine each respondent's order of preference for a list of items.
- **Side by Side:** Side by side questions let you ask multiple questions in one condensed table and provide an effective way of shortening your survey while gathering the same amount of data.

- **Net Promoter Score®:** NPS® tracks customer loyalty with one simple, standardized question: “On a scale from 0-10, how likely are you to recommend our company to a friend or colleague?”
- **Timing:** This hidden question is used to time—as well as limit—how long participants spend on a page of the survey.
- **Graphic Slider:** This variation of the slider question has respondents use various graphic options, such as changing a frown to a smile or choosing a grade, to indicate their level of preference.
- **Constant Sum:** Constant sum collects numeric data and displays a sum to the respondent. This type is often used for allocation assessments, such as defining how you spend your time in different activities.
- **File Upload:** File upload is used to collect information beyond the survey questions, such as user-uploaded photos or documents.
- **Pick, Group, and Rank:** Pick, group, and rank is used for sorting activities. Respondents place items into groups and have the option to rank the items within the group.
- **Drill Down:** Drill downs help respondents choose from a long list by starting with a broad category and then honing in on the choices that are relevant to the respondent.
- **Signature:** The signature question type presents survey participants with an entry box where they can draw their signature. On a desktop, they can use their mouse, and on a mobile device, they can use their finger.
- **Heat Map:** Heat maps let respondents click a specific point on an image. In your data, you can see a heat map that shows which parts of the image were most often clicked. This type is often used for web development (e.g., eye flow analysis) and advertisement testing.
- **Hot Spot:** Hot spots allow respondents to interact with regions of an image. This type is often used in usability testing and concept testing.
- **Meta Info:** Meta info questions report public information about the respondent’s computer, such as their browser and operating system. The question requires no respondent action and is completely hidden.
- **Captcha Verification:** Captcha verification is used to ensure that your respondents aren’t robots. This question has participants respond to a challenge to verify they are real humans.
- **Highlight:** The highlight question type allows you to present survey participants with an interactive text sample. Participants can select words from the text and evaluate using criteria you choose. For example, whether they like or dislike the selected text.
- **Screen Capture:** Screen capture allows respondents to attach a screenshot of the site they are viewing when taking a survey through a Website / App Feedback project. This question type is only available to users that have purchased access to Website / App Feedback projects.

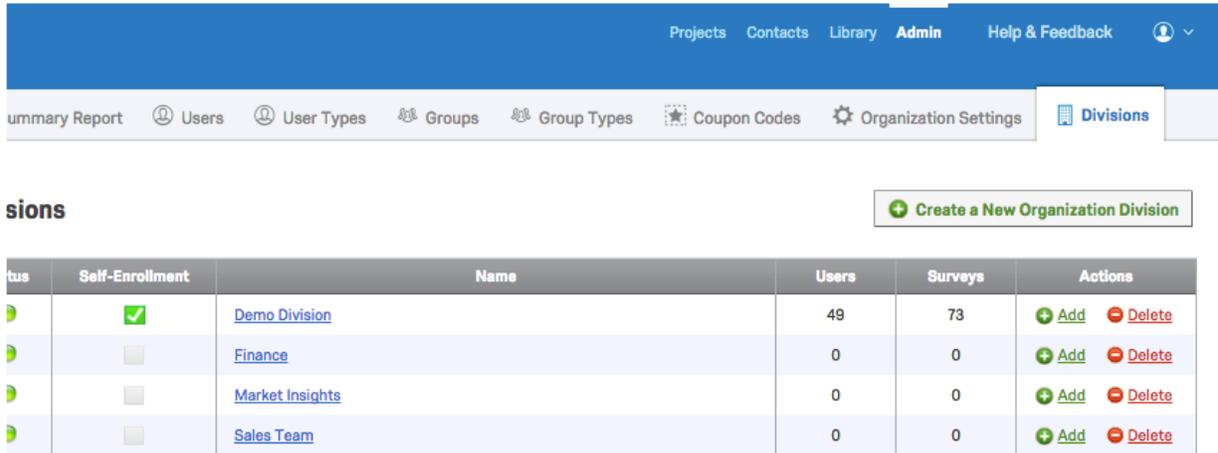
1.3. Survey development and deployment

1.3.1. Simple and intuitive interface for survey creation, management, and analysis.

Simple, yet powerful, the Qualtrics solution is a powerful tool for data collection, analysis, and action. The Qualtrics platform is designed for ease of use, yet includes powerful features that make it capable to take on simple and complex projects. The survey builder itself is point-and-click, includes multiple logic options (skip, display, and branch logic), custom end survey messages, piped text, customizable look and feel, and more. Multiple distribution methods are available, such as email survey, survey links, social media integration, and more. For data reporting and analysis, there is a point-and-click interface for the report builder with numerous chart and table options, cross-tabulations, report export options, data export to multiple formats (CSV, XML, and more), and tight integration with other Qualtrics products, like Website / App Feedback, XM Directory, and Employee Engagement.

1.3.2. Ability to customize the user interface (i.e. Ability to set/save preferences for a role, Ability to save preferences on pages).

Our divisions feature lets you segment your license into smaller entities. You can give different Divisions specific permissions for their users, and you can give specific users full administrative access for other users within their own division. Division level administrators can be helpful if you have natural divisions within your organization that each need their own administrative control, such as different teams, departments, business units, etc.



Divisions + Create a New Organization Division

Self-Enrollment	Name	Users	Surveys	Actions
<input checked="" type="checkbox"/>	Demo Division	49	73	+ Add - Delete
<input type="checkbox"/>	Finance	0	0	+ Add - Delete
<input type="checkbox"/>	Market Insights	0	0	+ Add - Delete
<input type="checkbox"/>	Sales Team	0	0	+ Add - Delete

Administrators Can Easily Access the State of Each Division.

Create a New Organization Division

Name

Status
[Division Branding Options...](#)

Blind Carbon Copy (BCC) all Email to

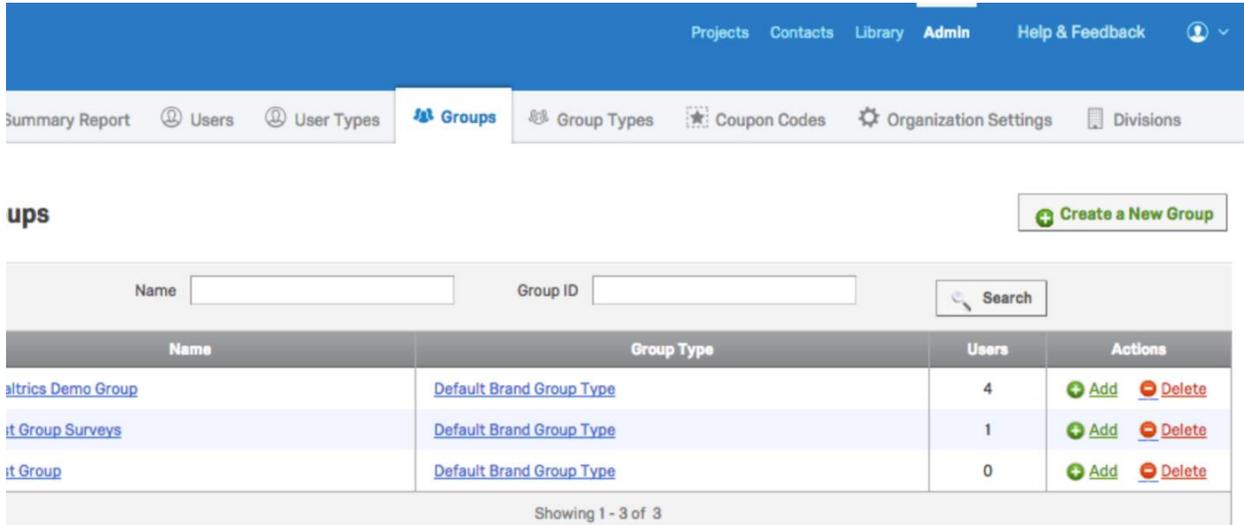
Org Permissions	Enabled	Disabled
Allow Proxy Logins	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Enable IFrame Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Require Smart Routing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Require Opt Out Link (Don't change unless authorized)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Allowed Outgoing Emails/Week	Unlimited Override	
Total Allowed User Accounts	Unlimited Override	
Total Allowed Group Accounts	Unlimited Override	
Total Allowed Surveys	Unlimited Override	
Allowed Active Surveys	Unlimited Override	
Allowed Responses	Unlimited Override	

Survey Permissions	Enabled	Disabled
Delete Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edit Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Activate Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deactivate Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Translate Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Set Survey Options	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Create Response Sets	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Distribute Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
View Survey Results	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Download Survey Results	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edit Survey Responses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy Survey Questions	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Control Roles Within Departments in Just a Few Clicks.

Users Groups

Administrators can use groups to allow two or more users to share projects, graphics, files, and messages in libraries. Users within groups can also share contact lists in their contacts section. Groups can include everyone in your organization, everyone in a specific division, or only specific users that you manually select. Groups can be accessed by brand and division administrators in the administration section.



ups + Create a New Group

Name Group ID Search

Name	Group Type	Users	Actions
altrics Demo Group	Default Brand Group Type	4	+ Add - Delete
it Group Surveys	Default Brand Group Type	1	+ Add - Delete
it Group	Default Brand Group Type	0	+ Add - Delete

Showing 1 - 3 of 3

Creating Groups Makes Cross-Departmental Project Coordination Simple.

1.3.3. Ability to customize appearance of own survey.

In addition to survey questions being fully customizable, George Mason University can also customize the survey form by section headers or competencies. You can customize the question flow for different employee groups using skip logic and display logic functionality, and dynamically display different questions, text, and even choices depending on who is taking the survey.

1.3.4. Ability to configure survey deployment frequency.

XM Directory allows you to set rules determining how often your contacts can receive messages. These rules can apply on the level of the directory, a mailing list, or a survey. When users in your brand try to exceed these limits, the distribution will still send, but any emails exceeding these limits will be skipped.

Directory Rules

You can make rules that apply to every contact in a directory. You can choose to apply just one or both of the following settings:

- **Maximum number of messages a contact can receive:** Limit the number of messages that all contacts in the directory can receive within a certain amount of time.
- **Number of days that need to pass before contacts can receive another message:** Specify the number of days that has to pass in between emails.

Custom Rules

Custom rules allow you to set limits on how often respondents can be contacted. You can specify this either by the survey they've been invited to, or the mailing list they belong to. These rules act as exceptions to your directory rules.

1.3.5. Multiple survey distribution options, including at least the following: Contact list, Exception list, Anonymous link, Email distribution, SMS.

Contact lists are mailing lists used to distribute survey invitations. Contact lists are also called panels or, simply, lists. They contain each contact's name and email address, in addition to any other information you feel it's important to include. You can save information about your survey-takers ahead of time and add it to their responses.

There are several ways to use contact lists to distribute surveys.

- **Emailing Survey Invitations:** Before you can email your survey to respondents, you need to know who those respondents are. Once you build a good contact list, you can send an invitation to your list members through Qualtrics. The benefit of emailing a contact list in Qualtrics is that you can also send reminders and thank you emails, track your distribution status, customize emails based on personal information, and much more.
- **Generating Personal Links for Another Mailer:** If you're going to use a mailer other than Qualtrics, but still want your recipients to get personalized links, this is the best option for you. Survey links can either be personalized to the individual or they can be anonymous links that can be shared with all respondents.
- **Sending Surveys through SMS:** Distribute surveys through automated text messages. Depending on how you format your survey, you can either just text your recipients a link to the survey, or text them an interactive survey experience. Just remember to add a Phone column to your contact list!
- **Making Respondents Authenticate Before They Take a Survey:** By adding an authenticator to your survey, you can require respondents to log in (confirm their identity) before they take the survey. Thus, you can use one general link for your survey, while still keeping responses personalized.

1.3.6. Ability to define a pool of respondents, including response tracking and sub-sampling based on characteristics or via random selection.

XM Directory is a respondent management system designed to easily track profile data, survey response history, and preferences for each survey respondent over time. It consolidates all the information about each respondent across all survey projects, including automated customer satisfaction surveys and any additional ad hoc research that is conducted through the Qualtrics platform.

Ultimately, XM Directory helps clients to:

- Enforce contact frequency rules across all contacts
- Effectively track opt-outs across users and projects
- Build richer profiles of each respondent by consolidating data from multiple users and/or projects
- Track the survey participation history across time for each respondent
- Track response rates and average response times across all projects
- Easily pull samples for upcoming ad hoc studies based on past survey responses or feedback
- Leverage pre-existing profile information to personalize survey invitation emails and the survey experience in general

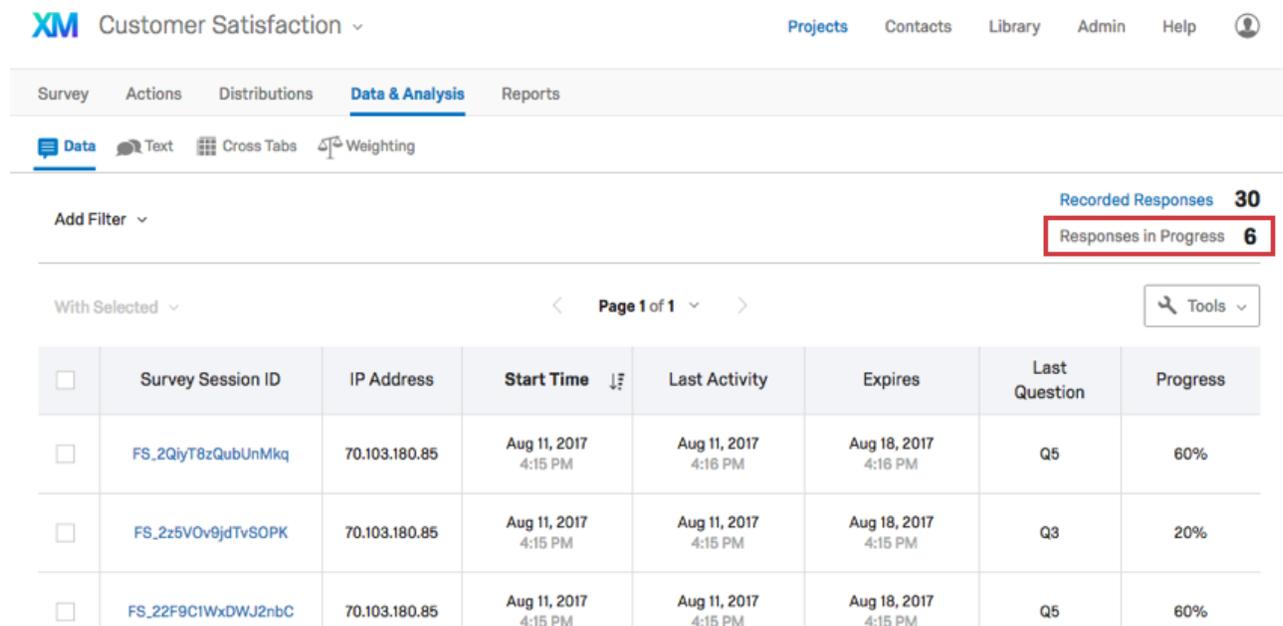
Qualtrics also tracks responses in progress, which are responses that have been started but not submitted. This includes both clicked links that have not been filled out and those that are partially filled out, but not submitted.

Responses in progress become recorded responses when:

- A respondent submits the incomplete survey
- A survey is manually closed from the responses in progress page
- A survey or survey session expires

From the survey progress module, George Mason University users can view, close (submit for partial completion), permanently delete incomplete responses, or conduct targeted outreach to those with incomplete responses. To help users understand the state of in-progress surveys, this page displays the following information on incomplete responses:

- **Survey Session ID.** The internal ID used to track a respondent's answer information
- **Respondent.** The respondent's name if their survey was distributed to a contact list or the respondent's IP address if the survey is anonymous
- **Start Time.** The date and time the respondent first clicked on the survey link
- **Last Activity.** The date and time the respondent last switched pages in the survey
- **Expires.** The last date and time the respondent will be able to access the survey if they don't open their survey link again
- **Last Question.** The last question the respondent answered
- **Progress.** The percentage of survey questions the respondent has covered thus far



The screenshot shows the Qualtrics Customer Satisfaction interface. The top navigation bar includes 'Customer Satisfaction' and 'Projects', 'Contacts', 'Library', 'Admin', and 'Help'. The main navigation bar has 'Survey', 'Actions', 'Distributions', 'Data & Analysis', and 'Reports'. The 'Data & Analysis' section is active, showing 'Data', 'Text', 'Cross Tabs', and 'Weighting' options. A summary box indicates 'Recorded Responses 30' and 'Responses in Progress 6'. Below this is a table with columns: Survey Session ID, IP Address, Start Time, Last Activity, Expires, Last Question, and Progress. The table contains three rows of data.

Survey Session ID	IP Address	Start Time	Last Activity	Expires	Last Question	Progress
FS_2QiyT8zQubUnMkq	70.103.180.85	Aug 11, 2017 4:15 PM	Aug 11, 2017 4:16 PM	Aug 18, 2017 4:16 PM	Q5	60%
FS_2z5VOv9jdTVSOPK	70.103.180.85	Aug 11, 2017 4:15 PM	Aug 11, 2017 4:15 PM	Aug 18, 2017 4:15 PM	Q3	20%
FS_22F9C1WxDWJ2nbC	70.103.180.85	Aug 11, 2017 4:15 PM	Aug 11, 2017 4:15 PM	Aug 18, 2017 4:15 PM	Q5	60%

Track Survey Progress and Monitor Incomplete Responses.

1.3.7. Ability to add scoring to respondents' answers.

No matter which method of collection, the Qualtrics CoreXM platform can automatically score results and develop insights. The survey flow provides the capability to embed mathematical operations to aid the scoring of survey

results. Scoring can determine triggers, question flows, kick certain participants to the end of survey, trigger messaging, etc. The George Mason University team will be able to establish scoring throughout surveys that respond to advanced logic, all through our intuitive, easy-to-use interface.

Below are some examples of survey scoring.

Scoring

Category: Score S

Scored Section

Q1 This question type is not currently supported

Q2 Who/What is the Qualtrics Mascot?

Clear

#	Quailer the Quizzical Owl
#	Ryan Smith's Hair
#	Q. The talking Q
5	Barnaby: Jared's Dog
#	None of the above

Applying Question Scoring. This feature gives you the ability to attach a point value to the answers of specific question types. These point values are summed up to give your respondent a final score.

Q15 In which department can you find each of these Qualtrics activities?

Clear

	Q-Uni	Marketing	Finance	Sales	Implementation
Ping Pong	2	<div style="background-color: white; padding: 5px;"> Clear Scores Score Ascending Score Descending Set Scores to: 2 </div>		#	#
Instruments Station	2	#	#	#	#
Sweets Kitchen	2	#	#	#	#
Sleepy - The Nap Room	2	#	#	#	#
VW Bug - drinks station	2	#	#	#	#

Matrix Question Scoring.

Q11 If you have discovered the secret codename for our incredible customer support representatives, provide it here. If you provide the correct codename then you will receive a special treat at the end of the survey.

Clear

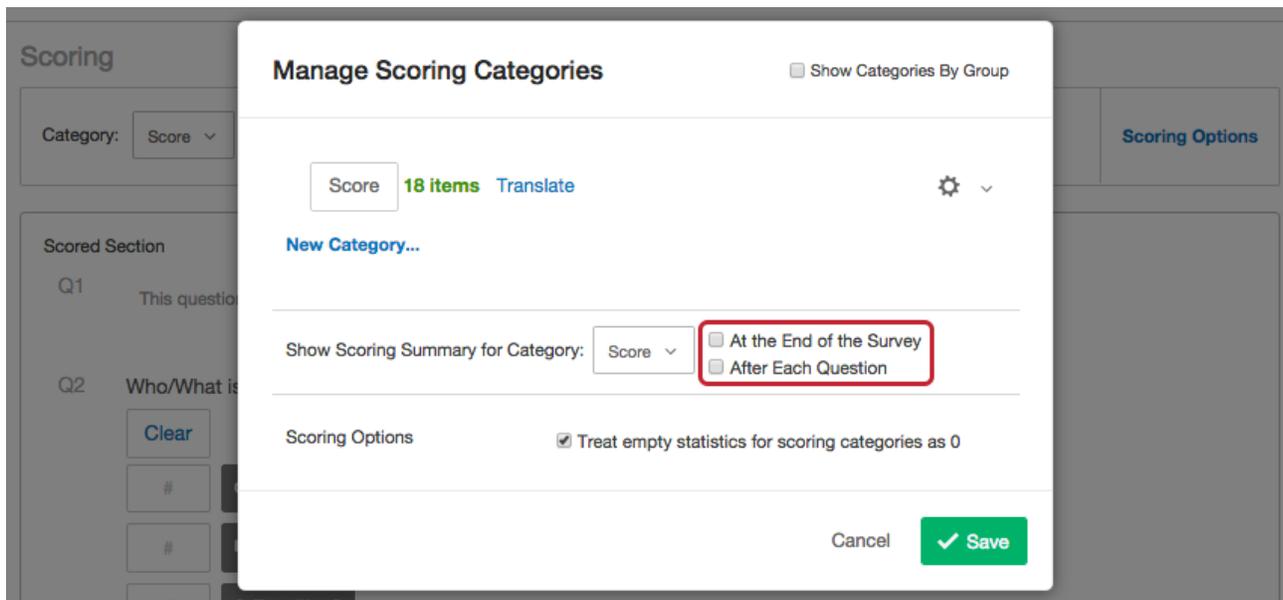
1 Qunites -

1 Qunite - +

Scoring Text Responses.

There are two main options in scoring settings for displaying scores to users, if George Mason University wants to display them at all:

- **Show Scoring Summary—At the End of the Survey:** Show the total score at the end of the survey, along with the respondents' graded answers
- **Show Scoring Summary—After Each Question:** Show the graded question scores at the end of each page



Scoring

Category: Score

Score 18 items Translate

New Category...

Show Scoring Summary for Category: Score

At the End of the Survey

After Each Question

Scoring Options

Treat empty statistics for scoring categories as 0

Cancel Save

Use Scoring During the Survey's Flow. *Scoring logic lets George Mason University create unique survey flows using advanced logic and mathematical operations. Scores can also be displayed to participants for use cases such as quizzes.*

1.3.8. Ability to add display logic to a survey.

Whether the user is setting display logic on a question or branch logic in the survey flow, understanding how to implement logic is the key to creating conditional actions.

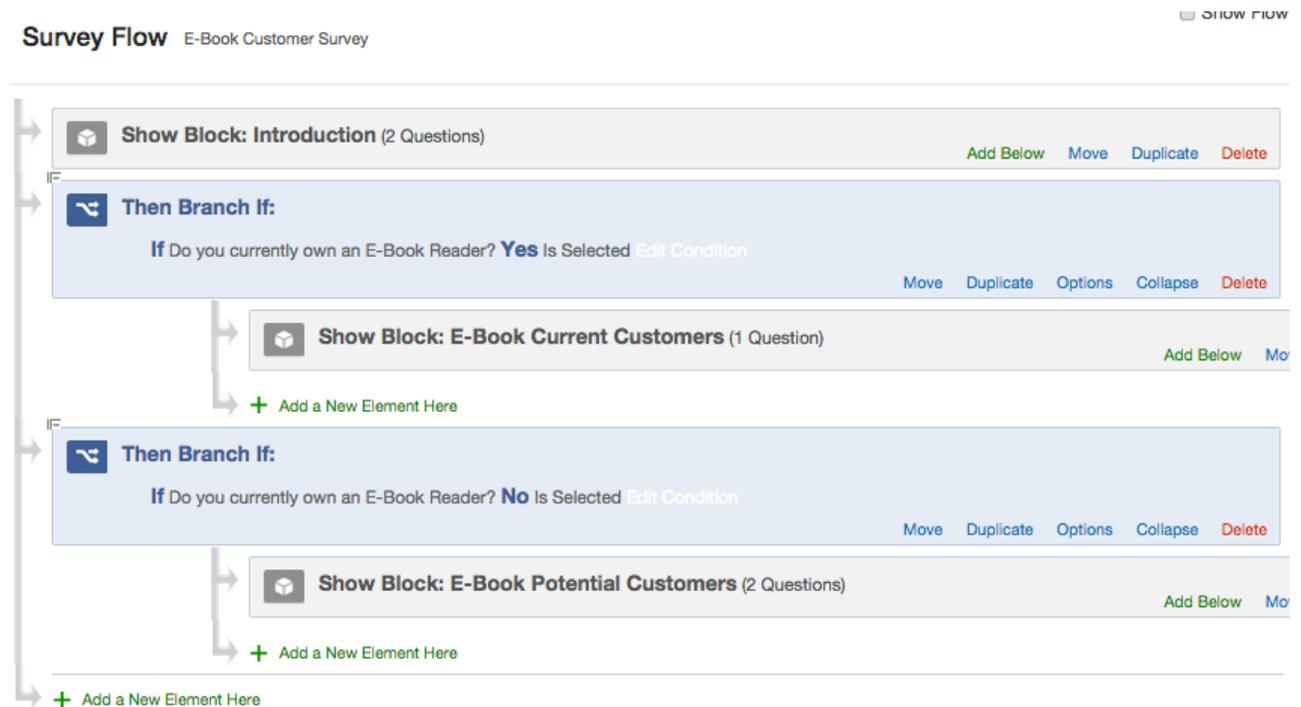
Logic is used with the following features in CoreXM:

- **Branch Logic** for showing a block of questions conditionally.
- **Display Logic** for showing a single question conditionally.

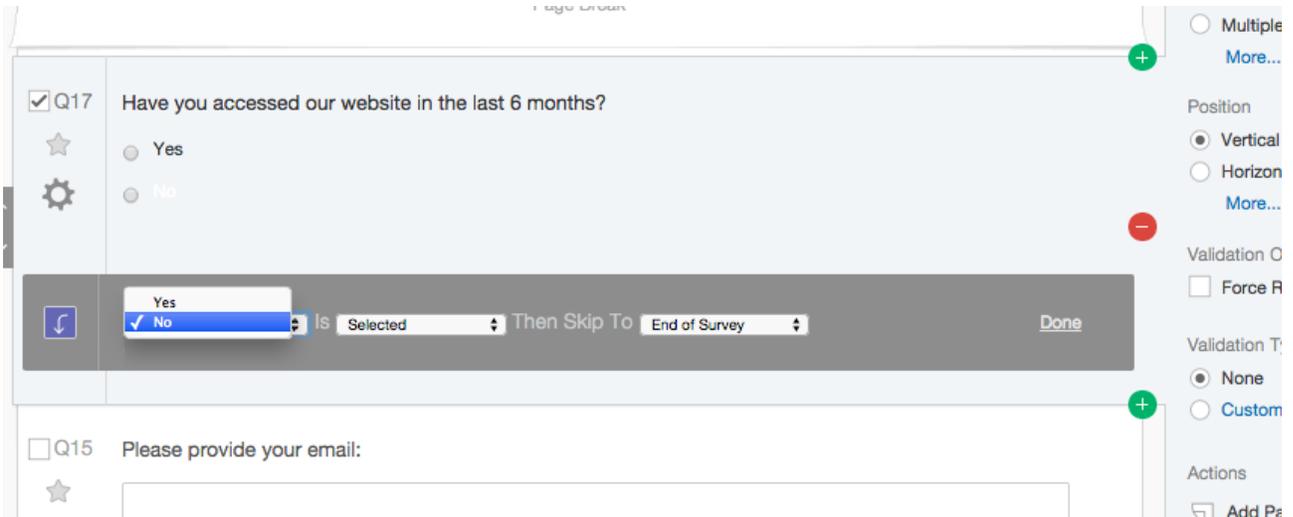
- **Quotas** for determining which respondents should count toward a response limit you set.
- **Custom Validation** for requiring respondents to meet certain answer requirements before proceeding in a survey.
- **Actions** for conditionally triggering tasks, such as email tasks and add to directory tasks, upon survey completion.

Similar logic options are also available for filtering reports and creating samples of panel members.

Branches are useful for sending participants down different paths in the survey. Depending on how participants answer certain questions, they will take a different route through the survey. Use branch logic to branch participants to different survey flow elements based on variables like question response or embedded data.



Skip logic allows George Mason University to send respondents to a future point in the survey or straight to the end of the survey based on specific conditions. For instance, if a participant indicates that they don't wish to evaluate the course, they would automatically be sent to the end of the survey.



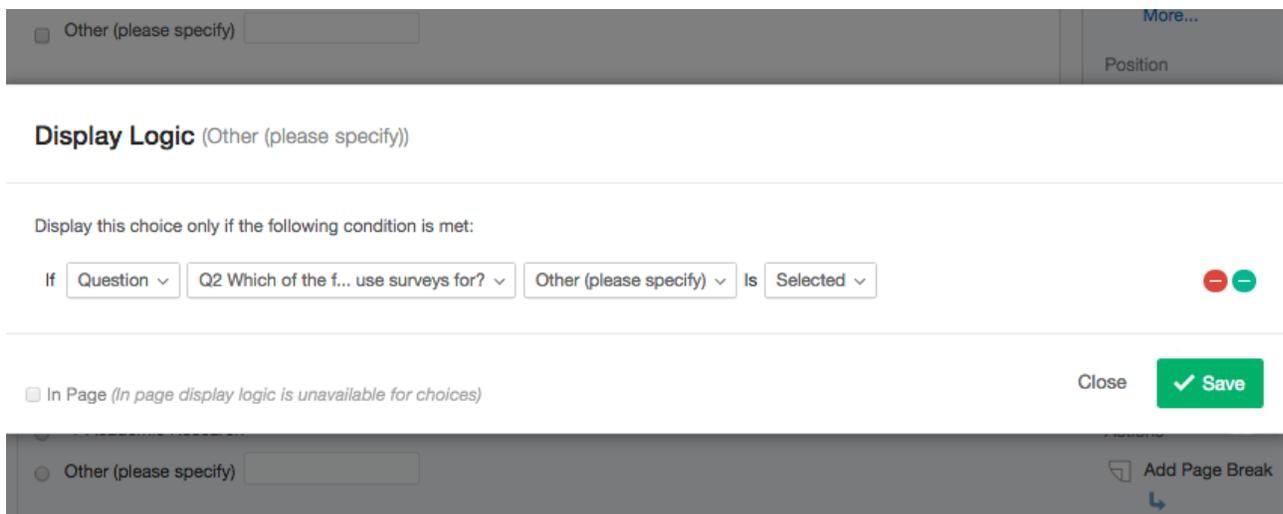
Q17 Have you accessed our website in the last 6 months?

Yes
No

Is Selected Then Skip To End of Survey

Q15 Please provide your email:

When a specific question or answer choice only pertains to certain respondents, display logic can be used to display it conditionally, based on previous information.



Other (please specify)

Display Logic (Other (please specify))

Display this choice only if the following condition is met:

If Question Q2 Which of the f... use surveys for? Other (please specify) Is Selected

In Page (In page display logic is unavailable for choices)

Close Save

Other (please specify)

Add Page Break

Adding Multiple Conditions

Sometimes the logic you want to create requires more complex conditions. Conditions can be connected with an AND conjunction or with an OR conjunction. When conditions are linked by **AND**, that means both conditions must be met. If conditions are linked by **OR**, that means either condition can be met. Note that as you add more logic, conditions linked by AND are evaluated first, followed by conditions linked by OR.

Creating Advanced Conditions with Logic Sets

As your logic becomes more advanced and includes more conditions, you may need to start using logic sets. A logic set is a group of conditions that are evaluated together. Similar to statements, logic sets can be linked with an AND conjunction or with an OR conjunction. Logic sets allow you to say that if one whole group of statements is true AND/OR if another whole group of statements is true, then the condition is met.

Types of Logic

Logic can be based on how a respondent answers a question, information we saved ahead of time in a contact list, whether or not a quota has been met, and more. However, based on where you're using logic in the platform, not all of these options will make sense. The table below illustrates the types of logic you can use in each part of Qualtrics.

<i>Logic Based on...</i>	<u>Branch Logic</u>	<u>Display Logic</u>	<u>Quotas</u>	<u>Custom Validation</u>	<u>Email Triggers</u>	<u>Contact List Triggers</u>
<u>Questions</u>	Yes	Yes	Yes	Yes	Yes	Yes
<u>Embedded Data</u>	Yes	Yes	Yes	No	Yes	Yes
<u>Contact Lists</u>	No	Yes	No	No	No	No
<u>Quotas</u>	Yes	Yes	Yes	No	Yes	Yes
<u>GeoIP Location</u>	Yes	Yes	No	No	No	No
<u>Loop & Merge</u>	No	Yes	No	No	No	No
<u>Device Type</u>	Yes	Yes	No	No	No	No

- **Logic Based on a Question.** You can set logic based on answers respondents give to questions.
- **Logic Based on Embedded Data.** Piped Text allows you to take the value from any Embedded Data, question, quota, score, and so on that the respondent has data for.
- **Logic Based on a Contact List.** If you're planning to distribute your survey using a contact list, information from that list (such as name and email address) can be used in logic conditions.
- **Logic Based on a Quota.** Quotas allow you to keep track of how many respondents in certain groups have completed your survey. Logic conditions can be based on whether or not a specific Quota has been met, as well as what the value of the Quota currently is.
- **Logic Based on GeoIP Location.** Qualtrics can use the respondent's IP address to estimate their location. This information can be used in your survey logic. This type of logic can only be applied to branch and display logic.
- **Logic Based on Loop & Merge.** Within a block that has Loop & Merge applied, you can apply logic based on what loop the respondent is currently in. This kind of logic can only be applied as display logic.
- **Logic Based on Device Type.** You can base conditions on the type of mobile device that is or is not being used. This includes Mobile (any mobile device), Blackberry, Android, iPad, iPhone, iPod, Opera Mobile, Palm, Windows Mobile, and Other Mobile (any mobile device that is not listed here).

1.3.9. Ability to add branching to a survey.

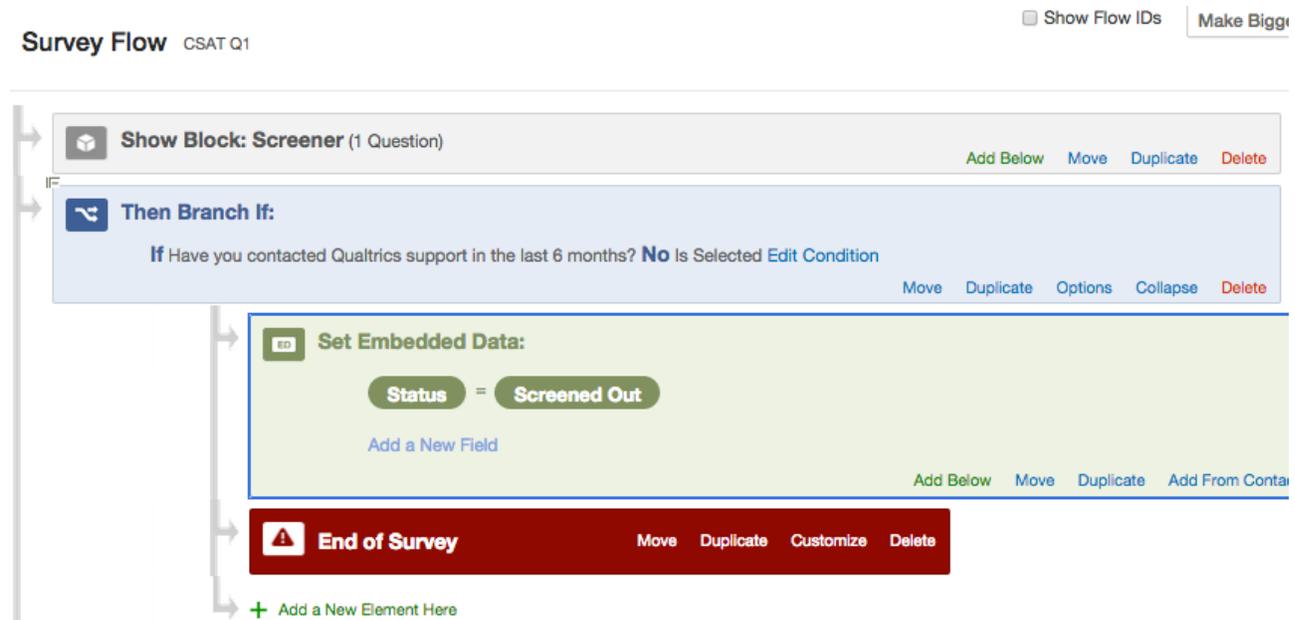
Qualtrics supports branch logic, allowing blocks of questions to be shown or not shown according to specific criteria. This means survey takers can have a custom experience going down different paths in the survey. Please see section 1.3.8 above for more information on logic options within Qualtrics.

1.3.10. Ability to capture and display embedded data.

Embedded data is any extra information George Mason University would like recorded in addition to the question responses. It can be used to store information such as:

- Demographics and other information you knew about respondents beforehand and saved in the contact list.
- The social media site a respondent came from.
- The condition a respondent was assigned to in a research study.

Embedded data consists of a field and a value. The field is the name of a variable (e.g., gender, state, status). The value is what the field will be set to in George Mason University's data. Just as one question can have multiple answers, an embedded data field can have multiple values (e.g., a field called **Gender** might have a value of **Female**, **Male**, or **Other**).



The screenshot shows the Qualtrics Survey Flow editor interface. At the top right, there are buttons for 'Show Flow IDs' and 'Make Bigger'. The main flow consists of several blocks:

- Show Block: Screener (1 Question)**: A grey block with options 'Add Below', 'Move', 'Duplicate', and 'Delete'.
- Then Branch If:**: A blue block with the condition 'If Have you contacted Qualtrics support in the last 6 months? No Is Selected Edit Condition' and options 'Move', 'Duplicate', 'Options', 'Collapse', and 'Delete'.
- Set Embedded Data:**: A green block where the field 'Status' is set to the value 'Screened Out'. It includes an 'Add a New Field' link and options 'Add Below', 'Move', 'Duplicate', and 'Add From Contact List'.
- End of Survey**: A red block with options 'Move', 'Duplicate', 'Customize', and 'Delete'.

At the bottom left, there is a '+ Add a New Element Here' button.

Use Embedded Data to Control Survey Flow. *In this example, respondents who reach this point in the survey flow will have their response flagged with an embedded data field called status set to a value of screened out depending on their answer to the screener question.*

The value for an embedded data field can be pulled from data that users have uploaded into a contact list, appended to the respondent's survey link, or (as seen above) set in the survey flow.

Once Embedded Data has been added to your survey, it can be used in a number of ways, including:

- Piped text to display embedded data in a survey question.
- Branch logic to determine what sections of a survey respondents should take.

- Display logic to determine whether a respondent should see a question.
- Quotas to determine whether someone meets the conditions required to increment them.
- Email tasks and triggers to determine whether an email should be automatically sent upon completion of a survey.
- Contact list triggers to determine whether a survey taker should be added to a contact list.
- Salesforce integration to help the system decide what to communicate with Salesforce.
- Data and analysis and reports as part of your analysis.

Embedded Data Options

Embedded data options allow you to determine which embedded data are eligible for [text analysis](#), as well as change each embedded data's variable type. If you're interested in breaking out your reports by participant age or you need to assign multiple departments to one person based on an embedded data variable, you may have to change the variable type. Changing the variable type of your embedded data can allow for more flexible ways to record your data.

Embedded Data in a Web Service

A web service allows George Mason University to pull data from an external website into George Mason University's survey. For example, you might want to pull in today's top headline from CNN or customer details from your own internal database. Information drawn from a web service is saved as embedded data.

Embedded Data with Salesforce

George Mason University can pull embedded data into a survey from Salesforce using the email and trigger survey feature.

Built-in Embedded Data Fields

In addition to creating embedded data variables or pulling them in from other sources, users also have access to some built-in variables that Qualtrics records for every response. These elements can be added to the survey flow before or after you have collected responses.

The following built-in embedded data fields can be added for a survey:

Field Name	Description
Device Identifier	When using the Offline App, this element will record which device was used to record the response.
Finished	Surveys respondents finished all the way to clicking the last Next button are 1. Responses in progress that were never submitted and eventually became recorded or closed are 0.
RecipientFirstName	This element allows you to see the FirstName field from the contact list. This can be useful if the contact list has been deleted.
RecipientLastName	This element allows you to see the LastName field from the contact list. This can be useful if the contact list has been deleted.

RecipientEmail	This element allows you to see the PrimaryEmail field from the contact list. This can be useful if the contact list has been deleted.
ExternalDataReference	This element allows you to see the external data reference field from the contact list. This can be useful if the contact list has been deleted.
PanelID	This element will give you the ID of the contact list (a.k.a. panel) to which each respondent belongs.
UserAgent	This element provides information about the respondent's operating system and browser. For an easier-to-read version of this, consider adding a hidden meta info question to the survey.
Q_BallotBoxStuffing	This element is a fraud detection field.
Q_DataPolicyError	A True/False field set to true if there was an error checking this response for private data violations.
Q_DataPolicyViolations	List of private data policies violated in the response, such as "Social Security Number, Credit Card Number, Date of Birth, Profanity."
Q_Language	This element allows you to track which language a respondent takes the survey in.
Q_PopulateResponse	This can be used as a URL parameter to pre-populate survey responses.
Q_RecaptchaScore	Fraud Detection field that records when <u>Bot Detection</u> is enabled. Score returned using reCaptcha v3 technology.
Q_RecipientPhoneNumber	This Embedded Data captures the phone number of a person taking an <u>inbound SMS survey</u> .
Q_RelevantIDDuplicate	Fraud Detection field that records when <u>Relevant ID</u> is enabled. A True/False field where "True" means the response is likely a duplicate.
Q_RelevantIDFraudScore	Fraud Detection field that records how likely the respondent is fraudulent.
Q_TerminateFlag	Flag responses as either Screened or QuotaMet.
Q_TotalDuration	This element allows you to see the total duration of the survey response.
Q_SMSAccessCode	Captures which access code was used to enter an <u>SMS survey</u> .
Q(State/City)_ExportTag_suffix	When you use zip code content validation on a question with a text entry field, you can use <i>Q(State/City)_ExportTag_suffix</i> as Embedded Data to record the city or state indicated by a zipcode.
Q_URL	This element allows you to view the URL first used to access the survey. Note that it omits the base URL, showing only the path and extra URL data. This is a

	useful tool for diagnosing issues where URL parameters are not recorded as expected.
SurveyID	This element will give you the Survey ID that Qualtrics assigned for that survey that the individual responded to. This ID can be used in Web Services, API calls, and other applications.
Refer	This element shows the page the respondent was on when they clicked the survey link. For most emailed surveys, you will see a URL for the email provider. If the survey is linked to with an automatic redirect, such as a URL redirect at the end of another survey, no value is recorded.
RecipientID	When you use zip code content validation on a question with a text entry field, you can use <i>Q(State/City)_ExportTag_suffix</i> as Embedded Data to record the city or state indicated by a zipcode.
ResponseID	This element will give you the response ID that Qualtrics assigned for that response. This ID can be used in web services, API calls, and other applications.

1.3.11. Ability to set and/or display survey status such as New, Active, Paused, Expired, Closed.

Qualtrics allows you to choose to either make your survey available as long as its status is active or to set an expiration date when the survey will be closed to new respondents. Respondents trying to access your survey before or after the specified range will receive a simple message explaining that the survey is currently unavailable. The expiration date specifically affects participants' ability to *start* the survey. Those who are in the middle of a response will be allowed to continue taking their survey and finish after the expiration date.

1.3.12. Ability to translate text in a survey into different languages.

You can add multiple languages to a single survey. Each respondent can see the survey in a language they are comfortable with, and because there is just one survey containing all translations, all results will come back into the same dataset. For each survey, you can translate all the questions as well as the survey's display name and description.

Translations overview

Language	Code	Visible to respondents	Translation progress	Questions	Other content
English (US)	EN				
Brazilian Portuguese	PT-BR	Yes	<div style="width: 0%;"><div></div></div> 0%	0 of 2	0 of 2 ...
French	FR	Yes	<div style="width: 0%;"><div></div></div> 0%	0 of 2	0 of 2 ...
Spanish (Latin America)	ES	Yes	<div style="width: 100%;"><div></div></div> 100%	2 of 2	2 of 2 ...

Base language

We recommend selecting the language you wrote your survey in. Your response data will also be displayed in this language.

Manual Translation

George Mason University can manually select all the languages that you would like your survey to be translated into. For each question and language, you may type the translated content into the survey builder.

Automatic Translation

To speed up your survey translation process, you can use an automatic translation on a question-by-question basis. The Qualtrics Auto-Translate feature uses Google Translate. The text of your survey questions is sent to Google Translate and will be returned in the language you select. Because machine translations are prone to error, we don't recommend using this as the final translation you share with participants. Rather, this feature can save time when working with a professional translator, as they will only need to clean up this existing translation rather than starting from scratch.

Importing a Translation

Some third-party vendors who help with translations might prefer to work in a spreadsheet or in XML rather than typing the translation directly into Qualtrics. With Qualtrics, you can download one or all languages in your survey to then be translated and uploaded back into Qualtrics. This will translate your entire survey at once, instead of translating the survey question by question.

Automatic Language Detection

When a participant starts the George Mason University survey, Qualtrics will check their web browser settings to see which language they use to browse the internet. If the survey is translated into their internet browser language, this translation will automatically be used, placing most participants in the correct translation with no additional work needed on the survey creator's end. If you know your participants' preferred languages ahead of time, you can upload this information as part of your contact list. If you are distributing your survey anonymously, you can still specify each participant's language by creating a different survey link for each language.

Participant Language Selection

Some participants may want to take the survey in a language other than the one selected for them. On the top right of any translated survey, participants will have the opportunity to switch to a new language at any point in the survey. This language dropdown menu is automatically inserted into every page of the survey for user convenience.



Esta encuesta está diseñada para poner a prueba tus conocimientos de Qualtrics y su cultura. Buena suerte!

Cuál es su género?

Masculino

Femenino

Custom Content for Each Language

On certain studies, George Mason University may have survey questions reserved for a specific language. For example, a question asking respondents to rate your brand with a letter grade may only make sense in English-speaking countries.

Qualtrics stores the language participants are using to take the survey in an embedded data field that can be used in display logic and branch logic to ensure participants only see questions appropriate for their language.

Data Analysis for Translated Surveys

Data from all languages will flow back into the same dataset for easy reporting. Qualtrics tracks which language participants used to take the survey, and this information is stored in an embedded data field called Q_Language. Once this is added to a survey flow, George Mason University will be able to use that data to analyze results by language.

1.3.13. Ability for system to analyze your survey and offer suggestions for ways to improve your survey for better responder experience, response rates, mobile experience, etc.

ExpertReview is a digital reviewer for your surveys that helps researchers ensure that their surveys collect data of the highest quality. ExpertReview has 3 major functions:

- Measuring the data quality of the survey elements (questions, logic, quotas, etc.).
- Recommending how users should improve those elements and providing documentation for research-based explanations on these recommendations.
- Predicting the quality of the data that will be collected.

As you're building your survey, the system will evaluate your work, and you will see an **iQ Score** button with a rating. The ExpertReview menu will navigate you through the types of issues you have to resolve. As you fix issues, they will be added to the "Passed" list, and your menu will automatically scroll from severe to moderate to minor issues. Your ExpertReview tool will make recommendations based on the following:

1. **Methodology.** Recommended best practices on how to build your survey in order to elicit the best data from your respondents.
2. **Survey Errors.** A check for common mistakes made during the survey building process that could cause your survey to not function properly.
3. **Compliance.** A check to verify that you are complying with WCAG accessibility requirements.
4. **Sensitive Data Requests.** Once a Brand Administrator sets up a Sensitive Data Policy, ExpertReview will flag sensitive data you are requesting in your survey.
5. **Response Quality.** A check for the overall quality of your data before you start analyzing it to ensure you have the highest quality data possible.
6. **Fraud Detection** - Detects fraudulent responses such as those submitted by bots or surveys taken on behalf of someone else. (This feature is not available for all licenses.)

1.3.14. Ability to limit the number of responses from survey respondents.

The Qualtrics platform has robust quota capabilities that allow users to limit the number of responses from survey respondents based on respondent criteria and characteristics.

The Qualtrics platform can prevent respondents from completing a survey multiple times through varying methods, including the use of personalized survey URLs, first-party cookies, user authentication, and IP address tracking.

For most projects, Qualtrics will distribute unique links from the system that can only be completed once. These links are unique to the individual and associated with their data. For anonymous responses, the survey administrator can select the "Prevent Ballot-box Stuff" option from within the Survey Options menu. While not perfect, this at least uses cookies to prevent multiple responses on the same browser. Qualtrics can also utilize various authentication methods, such as SSO, Username/Passcode combination, etc. that can authenticate each respondent who enters the survey through an anonymous channel and restrict them from completing the survey multiple times.

If ever necessary, Qualtrics can also deploy unique links that enable multiple completions while still associating the response with the individual.

1.3.15. Ability to force respondents to authenticate using SSO before completing a survey.

The Qualtrics platform can prevent respondents from completing a survey multiple times through varying methods, including the use of personalized survey URLs, first-party cookies, user authentication, and IP address tracking.

For most projects, Qualtrics will distribute unique links from the system that can only be completed once. These links are unique to the individual and associated with their data. For anonymous responses, the survey administrator can select the "Prevent Ballot-box Stuff" option from within the Survey Options menu. While not

perfect, this at least uses cookies to prevent multiple responses on the same browser. Qualtrics can also utilize various authentication methods, such as SSO, Username/Passcode combination, etc. that can authenticate each respondent who enters the survey through an anonymous channel and restrict them from completing the survey multiple times.

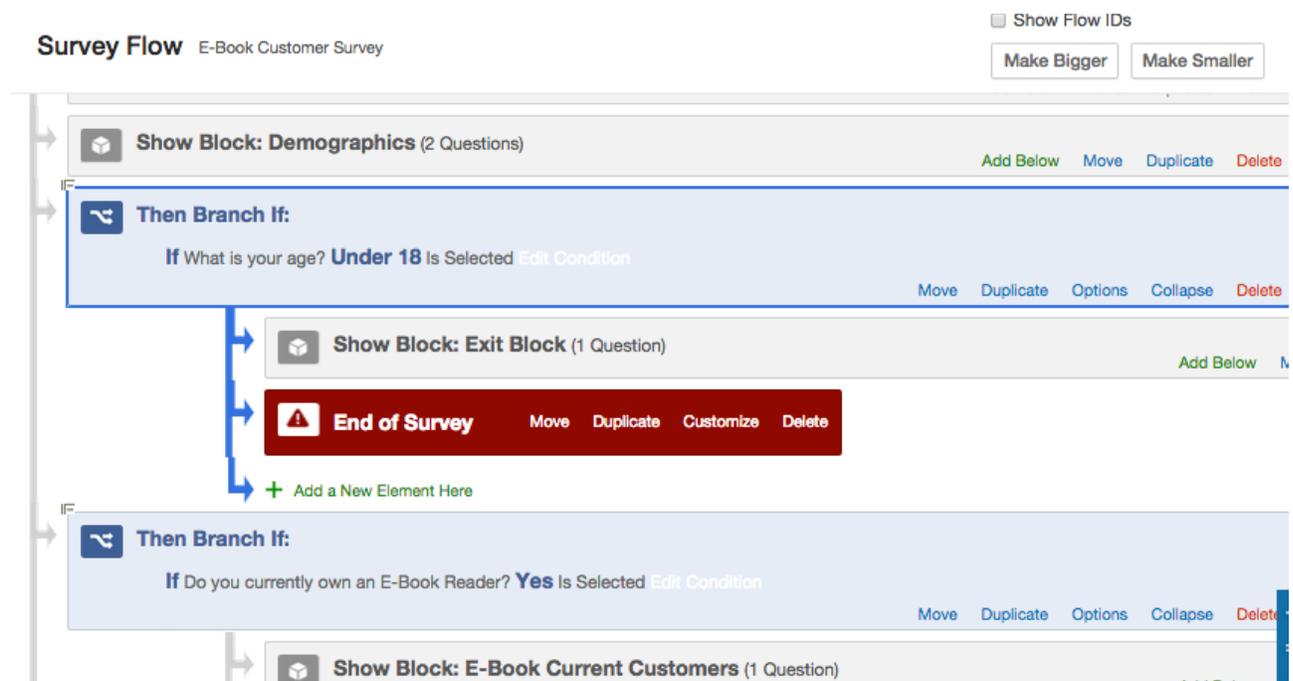
If ever necessary, Qualtrics can also deploy unique links that enable multiple completes while still associating the response with the individual.

1.3.16. Ability for user to easily create a copy of another survey.

Surveys can be copied within a single user account or from one user account to another. Questions and groups of questions can either be copied as a one-time facsimile or copied as a reference block to be stored within the organization's library so future changes will be applied to all surveys referencing those questions. Additionally, The Import Survey option allows users to upload a QSF file or a previously created TXT file of a survey into Qualtrics. The TXT file option is appropriate in an automated system, where you have a back-end program that automatically generates TXT surveys for you to import.

1.3.17. Ability to add a URL redirect at the end of a survey.

An end-of-survey element is a great tool for customizing different survey paths for respondents, by giving them different endings. For example, you may want to give different messages to respondents after they submit their survey, based on how they scored or whether they opted out of the study altogether. Other times, we need to set up special redirects for respondents we set up with our panel company or screen out certain demographics altogether based on our study's needs. The end-of-survey element is perfect for all these use cases and more.



By default, end-of-survey elements will use whatever settings you have set up in your survey builder. However, if you want to customize your survey endings, you can access additional options for changing the experience for respondents who leave the survey at this point.

The following termination options are available:

- **Default end of survey message:** Display the generic thank-you message to respondents when they finish the survey.
- **Custom end of survey message:** Display a custom message to respondents when they finish the survey.
- **Redirect to single response report:** Display a generic report showing the respondent's answers and give respondents the option to download the individual response as a PDF.
- **Redirect to a URL:** Automatically send the respondent to another website upon completion of the survey.

The following additional options are available:

- **Send additional thank-you email from the library:** For contact list respondents, choose a custom thank-you email to automatically be sent to them at the end of the survey.
- **Do not increment quota counts:** Ignore these responses when tallying quotas.
- **Show Response Summary:** Upon full survey completion, show the respondents a survey overview with their answers selected. This gives respondents the option to download the individual response as a PDF. When this option is enabled, you can also enable show response summary before completing the survey, which allows a respondent to see their answers before submitting them and then go back to change them if the back button is enabled.
- **Do NOT record any personal information and remove panel association (not recommended):** Permanently scrub the response of identifying information (such as IP address or any associated contact list information) before saving it in the results. This option is helpful if you need to send your survey to a contact list so that you know who is participating, but you also need to keep individual responses anonymous.
- **Flag Response As:** Flag responses as Screened or QuotaMet for the embedded data field.
- **Do NOT record survey response (not recommended):** Do not save responses from respondents who exit the survey at this point. This option also automatically enables do not increment quota counts and flag response as screened-out. This is useful if you are screening the respondent out of the survey and don't want to collect a response.
- **Screen-out Response:** Label and tally responses exiting the survey at this point without having to collect those responses.

1.3.18. Ability to add/create short URL's for surveys.

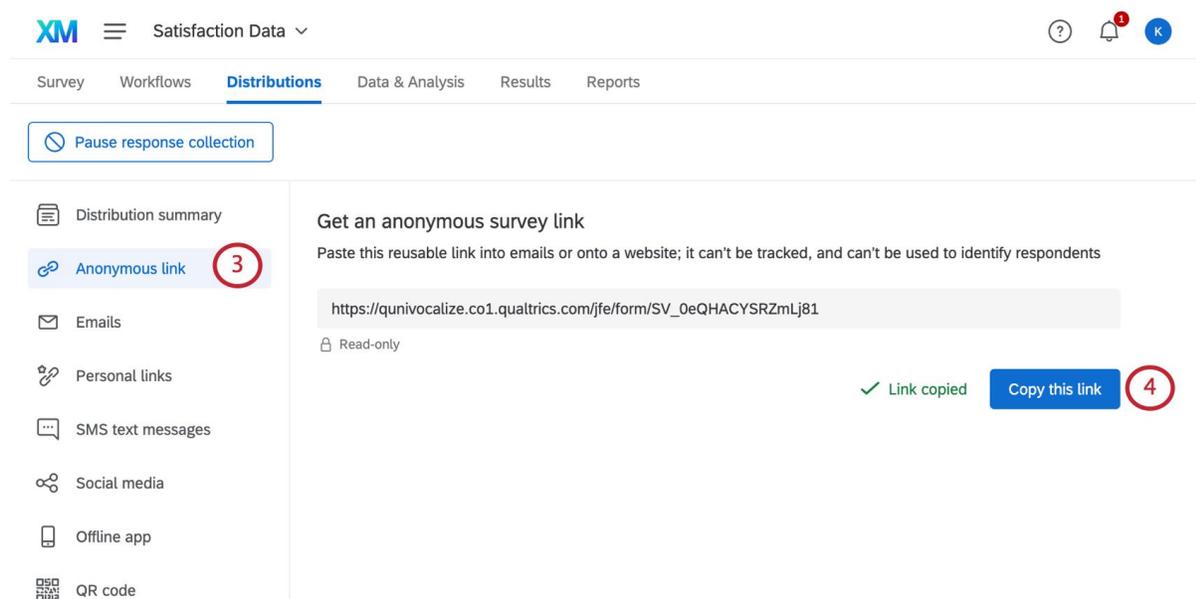
Qualtrics enables the hosting of surveys, dashboards, and user accounts on a custom web address. There are two ways to customize the URL of your surveys: Vanity URLs and Branded URLs. Vanity URLs modify the domain name itself (for example, research.brand.org/jfe/form/), and in Branded URLs, a subdomain appears before qualtrics.com (brand.qualtrics.com/jfe/form/). Branded URLs do not require that you purchase a domain, but they cannot be changed later.

1.3.19. Ability to embed a survey into a page.

The anonymous link is a basic hyperlink used to take a survey. You can distribute this link by pasting it into an email, onto a website, or on in-page pop-ups. Anyone who clicks on the link will be able to take the survey.

The Anonymous Link has several key characteristics:

- No identifying information such as name or email address is collected unless you specifically ask for it in the survey.
- By default, progress will be saved as respondents take the survey so they can close the window and return to that same computer at a later date.
- By default, there is no limit to how many times a respondent can use the anonymous link. To prevent multiple responses from the same respondent, we have different methods for reducing the risk of this, such as preventing multiple submissions based on IP address.
- By default, whenever a survey is active, the anonymous link is available for use if you have the link. If desired though, this can be disabled by selecting by invitation only in survey options. This can be useful if you distributed your survey through the anonymous link and would later like to only use individual links instead.



Anonymous Link. *Of the available distribution methods, the anonymous link provides George Mason University with a basic hyperlink to easily disseminate a survey.*

1.3.20. Ability to use JavaScript within survey logic.

The platform allows brand administrators to use custom JavaScript logic to accomplish more advanced functionality in your survey than would otherwise be available. You can use JavaScript to change the size of a question text box, create a custom question type, open links in new windows, change background images, and much more.

1.3.21. Ability to use Loop & Merge functionality.

Loop & merge allows you to take a block of questions and dynamically repeat them multiple times for a respondent and is available within Qualtrics.

1.3.22. Ability to send survey questions and answers via SMS.

Qualtrics SMS distributions help you reach your audience through mobile devices and collect on-the-go pocket feedback. You can distribute surveys in two different ways through SMS: as a “2-way,” interactive survey where respondents text their replies to each question, or as a link to the survey sent to the respondent’s phone that can be opened in a mobile browser.

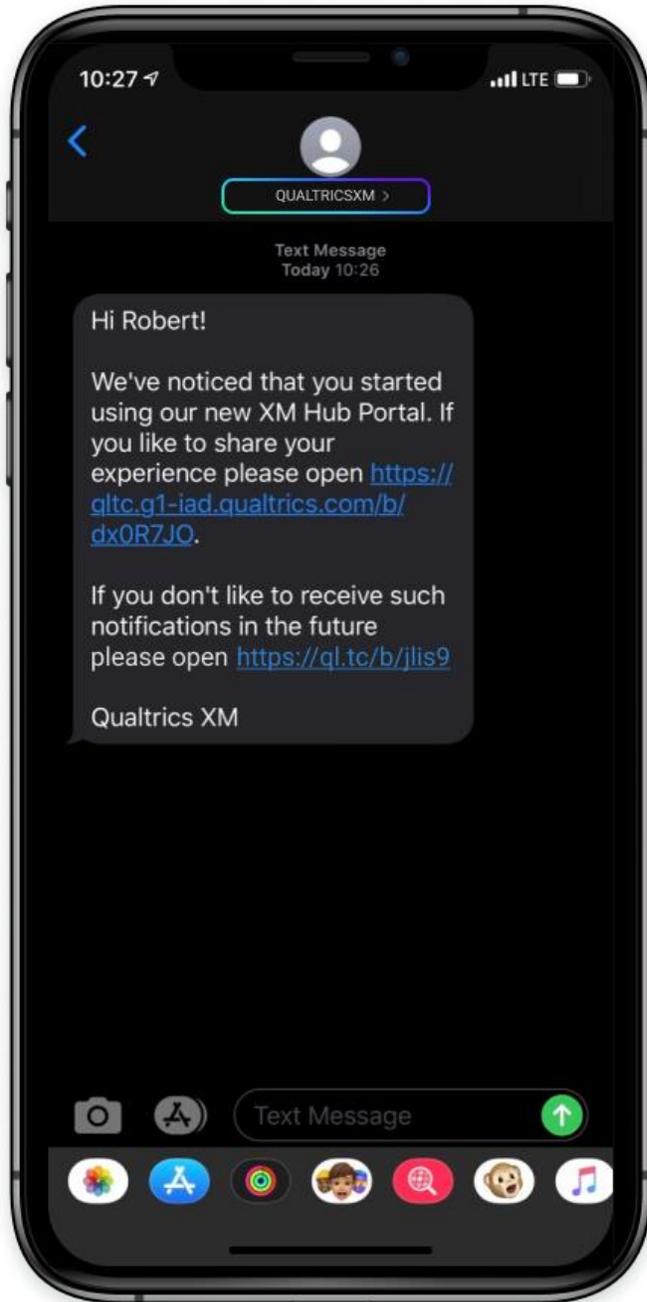
Surveys sent through SMS are built the same way you would build a traditional survey. However, because 2-Way SMS is a more limited communication medium, only three question types are supported: NPS®, single-answer multiple-choice, and text entry. Additionally, branch logic, display logic, and custom end-of-survey messages (in end-of-survey elements and in the survey’s end-of-survey message) are all compatible.

By default, SMS surveys will be distributed through dedicated, toll-free numbers with a send rate of about three messages per second. If you would like more advanced capabilities, like higher throughput, distributions from the shortcode, or dedicated phone numbers for distribution to many countries, you can purchase features that will fulfill those needs.

You may use Qualtrics’ preconfigured setup for SMS distributions, which allows you to leverage Qualtrics’ existing relationship with an SMS provider. This method comes with no additional setup, other than the normal steps we describe on this page to prepare surveys, phone numbers, and distributions in Qualtrics. However, if your company has a preexisting relationship with an SMS provider, you can use that to send SMS distributions in Qualtrics instead.

Sending SMS from an Alphanumeric ID

By default, all SMS distributions sent from Qualtrics are from a phone number (e.g., 888-888-8888). If desired, you may choose to send SMS from an alphanumeric ID instead (e.g., QUALTRICSXM). Setting up multiple alphanumeric IDs gives you the ability to send SMS distributions from multiple sender IDs instead of using the same alphanumeric ID for your whole organization.



Distributing a 2-Way SMS Survey

There are two ways of distributing a 2-Way SMS survey: through a list of phone numbers or through Access Codes that your respondents text.

With a list of phone numbers, you send an SMS message to a specific group of people who then respond to the message and continue through the SMS survey as normal. Since you're distributing to a list of contacts, the respondent's contact information and their Embedded Data will be saved with their response.

With the Access Codes, you are given a unique 10-digit toll-free number and a unique code to distribute to respondents however you would like (sent through an email, posted on a flyer, etc.). Respondents message the number with a specific code and then are sent the survey questions via SMS. Since this distribution method isn't targeted at individual contacts, contact information is not saved with the response automatically.

Legal Requirements

SMS Surveys carry a set of legal requirements regarding who, when, and under what conditions you are allowed to message. Many laws and regulations that apply to the telecommunications industry as a whole also apply to SMS text messaging.

The Telephone Consumer Protection Act (TCPA) regulates any means "to communicate with or try to get into communication with a person by telephone."

TCPA includes strict opt-in requirements for telephone marketing. Consent for SMS must meet the following conditions:

- Be in writing
- Come from the owner of the device
- Identify the advertiser and all companies that will have access to the customer's phone number
- Make clear the type of text messages the consumer is signing up for (consenting to event updates is not the same as consenting to ads)
- State that standard messaging fees may apply
- Include how the subscriber can opt out of the survey session at any time (with Qualtrics Surveys, this is done by texting "STOP")

1.3.23. Ability to send survey link via SMS.

Qualtrics enables you to send a survey link via SMS. See section 1.3.22 above for more detail.

1.3.24. Multiple question types offered with SMS messaging options.

Qualtrics enables multiple SMS messaging options. See section 1.3.22 above for more detail.

1.3.25. Ability to upload survey logic from template (such as csv. or excel) to create a new survey.

There are several file formats you can use to import and export a survey in Qualtrics.

Importing Surveys

- You can import with a **QSF, or Qualtrics Survey Format** file. A QSF file can act as a backup or as a means of transferring a copy of your survey to another Qualtrics account. You can export a QSF of your survey and then import that QSF into a Qualtrics account.
- You can also import a survey using a **TXT or DOC file**. Importing a DOC file will always create a new survey in your account. TXT will add to the existing survey you are importing into.

Exporting Surveys

- Export as a **QSF File**. This file will contain all of your survey formatting and settings, though it will not contain any response data. QSF files contain the question in your trash. This export option is primarily used to create copies of a survey for sharing with other Qualtrics accounts.
- By exporting to a **Word document**, you will have a key of all your recode values and a clean, easy-to-read copy of your survey to provide for approval to your colleagues and program advisor. However, the exported document cannot be uploaded back into Qualtrics. When you export your survey as a Word document, this document will contain all of the questions, blocks, page breaks, and answer choices in your survey, but may exclude some custom text formatting. This export can be useful as a data dictionary, an outline of your survey's structure (including logic and Survey Flow), or as a simple paper version of your survey.

1.3.26. Ability to upload files to survey responses. Vendor will share all file types supported.

The file upload question type allows respondents to upload a file along with their survey response. Using file upload, you can collect data that may not be available through standard survey questions. You can have as many file upload questions in your survey as you would like; however, each question can accept only one uploaded file. Files uploaded can be up to 100MB. For security reasons, executable files (such as those ending in .exe) are not permitted. You can also restrict the type of file respondents upload. For example, if you are asking for a photo, you may want to restrict respondents from uploading spreadsheets.

Content options include **PDF, Document** (DOC, DOCX, TXT, ODT), **Spreadsheet** (CSV, XLS, XLSX, ODS), or **Graphic** (JPG, PNG, GIF). You can also choose **Extensions** and type in your own custom-allowed file extensions. Custom file extensions should not include the period before the file name and need to be separated by a space or a comma.

When using the File Upload question, George Mason University can use special logic conditions in display logic, skip logic, branch logic, custom validation, and other areas. This can be based on any of the following:

- File: Base logic on whether a file was uploaded or not
- File Size: Base logic on the number of bytes the uploaded file contains
- File Type: Base logic on the type of file that was uploaded (PDF, Document, Spreadsheet, Graphic, Custom Extensions)

1.3.27. Ability to export files from survey responses in bulk to a predetermined location (e.g. OneDrive).

George Mason University can export survey data to the following formats:

- CSV (Comma Separated Values)
- TSV (Tab Separated Values)
- Excel (Microsoft Excel)
- XML (Extensible Markup Language)
- SPSS (Statistical Analysis Package)
- Google Drive (Direct export to Google Drive)
- Tableau (Extension with Tableau—only available with the Tableau Extension)
- JSON (Javascript Object Notation) & Open Data Protocol (only available with the API Extension)

Additionally, George Mason University can export results-reports to a PDF, Word, Powerpoint, or CSV document. Dashboard data can be exported or emailed as a PDF, JPG, PNG, or CSV file. The Qualtrics API allows for automated import/export of data and can be integrated with other systems as needed.

1.3.28. Ability to preview a survey (i.e. send a test version of the survey prior to distributing to the selected population).

A Preview Survey option is available to test the survey to see how it functions and looks on desktop and mobile web browsers. In the Preview Survey mode, you can answer questions and move through the survey the same way your respondents would with a real link. The survey will look exactly the same as in the real link, except you'll have some additional options available at the top to help you test your survey. These options won't appear in the real link.

In addition to viewing how the survey works and answering questions, George Mason University can also preview responses. Preview responses are recorded in your data as a way to let you see what your response data might look like on the backend. These responses **do not** count toward your license total, and they will only be recorded if the entire survey is previewed and finished. Because of this, a preview can **never be a response in progress**. Qualtrics can also automatically generate test responses to get a feel for the data set.

For more information, visit the following URL.

<https://www.qualtrics.com/support/survey-platform/survey-module/preview-survey/>

1.3.29. Ability to arrange a close date for a survey.

You can choose to either make your survey available as long as its status is active or to set an expiration date when the survey will be closed to new respondents. Respondents trying to access your survey before or after the specified range will receive a simple message explaining that the survey is currently unavailable. The expiration date specifically affects participants' ability to *start* the survey. Those who are in the middle of a response will be allowed to continue taking their survey and finish after the expiration date.

1.3.30. Emails should have proper safeguards in place so that the email is not classified as spam.

Qualtrics provides a number of resources on both the front-end and back-end of the solution to prevent emails from being labeled as spam. On the front end, Qualtrics provides an automatic spam detection score that allows the users to see the likelihood that their email will be labeled as spam. This uses a sophisticated algorithm that checks the message body, subject line, from address, and other variables to compare against spam detection software. We also provide a guideline for users to follow when sending emails to ensure their email will be delivered to the intended recipient. Those guidelines can be accessed online via the following URL: <https://www.qualtrics.com/support/survey-platform/distributions-module/email-distribution/emails/avoid-being-marked-as-spam/>

On the back end, Qualtrics takes great steps to ensure emails will be delivered. We stagger the distributions of emails going to the same providers to avoid being flagged as spam. We automatically include the necessary survey link and the recommended opt-out link that spam detection systems use. We maintain a positive relationship with email providers and follow their standard guidelines to stay white-listed as a distributor. We use multiple servers and IP addresses to send the distributions, and Qualtrics also allows easy configuration of a Simple Mail Transfer

Protocol (SMTP) or a configured "From" address to allow emails to be sent from George Mason University servers instead of Qualtrics if so desired.

Qualtrics adheres to industry standard cryptographic standards and guidelines.

Data-at-Rest:

Disk-level encryption is standard for Data stored on the platform. Data at rest uses AES 256-bit encryption.

Encrypted Backups:

Database backups are encrypted using AES 256-bit encryption.

Data-in-Transit:

All access to Qualtrics front-end Services is via Hypertext Transfer Protocol Secure (HTTPS) and enforces HTTP Strict Transport Security (HSTS). The platform enforces Transport Layer Security (TLS) v1.2 for all interaction with the platform and inside the platform through our service-to-service encryption. Access to the back-end services using the Qualtrics API supports TLS v1.2.

Encryption Key Management:

Encryption keys are stored within a software vault where they are encrypted with key encrypting keys of equivalent strength. Keys are rotated whenever data storage volumes are rebuilt.

Qualtrics use 2048-bit certificates for interaction with the platform.

Please refer to the Data Management section of the Cloud Security and Privacy Framework.

The Cloud Security Framework, along with various industry-standard security certifications, questionnaires, and more security artifacts can be requested here: <https://www.qualtrics.com/trust-center/>. Note some of the items require an NDA to be in place (if there is no active established contractual agreement). Reach out to your relationship owner for assistance, if necessary.

1.4. Fraud detection options**1.4.1. Bot prevention/identification tools.**

Using Google's invisible reCaptcha technology, we can detect the likelihood that a response came from a bot rather than a human subject. When Bot Detection is enabled, a score is assigned to each respondent in the Embedded Data field Q_RecaptchaScore, indicating the likelihood the response came from a bot. If this score is less than 0.5, the response will be flagged as a bot.

1.4.2. Ability to use fraud protection/detection in a survey. Please explain.

Qualtrics includes various features designed to prevent possible cheating, including survey protection settings, allowing you to password-protect surveys, specify dates and times for the surveys to close, prevent respondents from taking the survey more than once, etc. Additional features are listed below:

Invitation Only Survey Access

Only respondents who are sent a personal link or invited over email (with the default individual link) can access the survey. No one can enter the survey using the anonymous link or the "multiple completes" link.

Password Protection

You can set a single, general password that any respondent must enter to access your survey. This is helpful when you are using the anonymous link and want to restrict who can enter the survey.

Add a Referral Website URL

Specify the URL your respondents must come from in order to access your survey. This setting is useful if your survey link is posted on a particular website (such as an internal university or company page) and you want to make sure the link does not get copied and sent to others. Only those who can access that page would be able to take the survey.

Prevent Multiple Submissions

In circumstances where you are offering an incentive or conducting a sensitive vote, you may want to prevent participants from taking a survey more than once. This setting works by placing a cookie on their browser when they submit a response. The next time the respondent clicks on the survey link, Qualtrics will see this cookie and not permit them to take the survey.

"Prevent multiple submissions" is a great deterrent, but can be circumvented by savvy participants clearing their browser cookies, switching to a different web browser, or using a different device. With surveys that have a higher incentive to cheat, consider distributing your survey by email (which creates a unique, one-time-use link for each participant) or by using an authenticator.

Bot Detection

Qualtrics is able to look for respondents that could be bots and flag their responses.

Security Scan Monitor

Qualtrics is able to prevent security scanners from accidentally starting a new session on your survey.

RelevantID

Qualtrics is able to analyze a respondent's browser, operating system, and location to prevent fraudulent responses.

Prevent Indexing

Search engines work by creating what is called an index, or a map of all pages on the Internet so they can be searched quickly. With the prevent indexing option, you can keep search engines from finding your survey and presenting it in their search results.

Require Permission to View Uploaded Files

With this option enabled, files uploaded to responses can only be viewed by users with permission to view responses. This includes files uploaded in response to the file upload, screen capture, and signature question types.

Anonymize Responses

When responses are gathered with the anonymous link, enabling this setting will remove the respondents' IP address and location data from your results. When responses are gathered with the individual link, enabling this setting will remove the IP address and location data and disconnect the response from the contact who provided it. In this way, you can know which contacts have responded (through your distribution history and contact history), but not which response belongs to which contact.

Specifying When a Survey Can Be Started

By default, surveys can be taken at any time as long as they are active. Setting the survey activation time allows you to specify the exact date and time when respondents can begin a survey.

1.5. Survey distribution

1.5.1. Ability to limit number of outgoing email surveys (this can be increased by admins as needed).

Qualtrics provides a number of resources on both the front-end and back-end of the solution to prevent emails from being labeled as spam. On the front end, Qualtrics provides an automatic spam detection score that allows the users to see the likelihood that their email will be labeled as spam. This uses a sophisticated algorithm that checks the message body, subject line, from address, and other variables to compare against spam detection software. We also provide a guideline for users to follow when sending emails to ensure their email will be delivered to the intended recipient. Those guidelines can be accessed online via the following URL: <https://www.qualtrics.com/support/survey-platform/distributions-module/email-distribution/emails/avoid-being-marked-as-spam/>

On the back end, Qualtrics takes great steps to ensure emails will be delivered. We stagger the distributions of emails going to the same providers to avoid being flagged as spam. We automatically include the necessary survey link and the recommended opt-out link that spam detection systems use. We maintain a positive relationship with email providers and follow their standard guidelines to stay white-listed as a distributor. We use multiple servers and IP addresses to send the distributions, and Qualtrics also allows easy configuration of a Simple Mail Transfer Protocol (SMTP) or a configured "From" address to allow emails to be sent from George Mason University servers instead of Qualtrics if so desired.

1.5.2. Ability to schedule automatic email messages (email triggers) for reminders, and particular email messages based on survey responses.

Email tasks let George Mason University send an email notification in response to a variety of events in Qualtrics. Email tasks can use library messages (and thus provide message translations) for the email body and the subject line and can be triggered not just by survey response completion, but also by survey response edits and using an ongoing schedule.

To follow up with respondents who haven't completed their responses, you may want to send a reminder email. These emails will only be sent to individuals who have not yet completed their response and will include a link to that user's unique session. If they have already started uploading a response, they will continue where they left off, and those who haven't begun can start at the beginning.

The intervals of the reminders can be configured as needed. We typically recommend that the reminder be sent out 3 days after the initial invite, and then daily thereafter (capped at 5 reminders). We have found that each day that passes after the initial reminder is sent out, participants are 25% less likely to respond to the request.

1.6. Survey taking

1.6.1. Simple interface for survey respondents, both on mobile and computer.

Our surveys are built for both desktop and mobile devices, meaning that they are mobile responsive (e.g., respondents won't have to scroll vertically or horizontally to see the whole page).

For more details, including screenshot examples of certain mobile responsive question types, please visit here: <https://www.qualtrics.com/support/survey-platform/survey-module/more-survey-module/mobile-survey-optimization/>

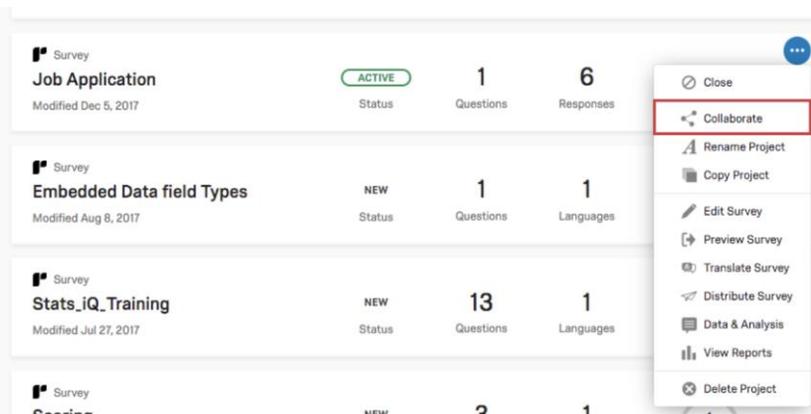
1.7. Survey administering and collaboration

1.7.1. Ability to share/collaborate on surveys and set certain permissions such as Edit, View, Access Data, etc.

Our Collaborate feature allows you to give other Qualtrics users access to your surveys when they log into their accounts. This way, you can work on the same project without giving out your account information. You can even choose to restrict what type of access other users have to your project. For example, if you have translators working on your project, you can make sure they have editing privileges, but no access to the data you collect.

Collaborating Inside your Organization

You can collaborate on surveys with individual users and groups in your organization. A group is a set of Qualtrics users with access to a shared library of surveys, contacts, and other project data.



Collaborating Outside Your Organization and with New Users

Collaborating with users outside of your organization works very similarly to collaborating within your organization. Simply invite them to collaborate by entering the email address associated with the user's account. If the user does not already have a Qualtrics account, they will need to make a new account.

When collaborating with users outside of your brand, be careful of the information you are sharing with these users. Sharing a survey outside your organization can give a user access to brand-wide, organizational libraries and their contents. This gives the person you are collaborating with access to the following:

- **Brand-Wide Surveys:** Any surveys shared with a brand-wide group.
- **Brand-Wide Libraries:** Any libraries (and contents saved within) that are shared with a brand-wide group.
- **Brand-Wide Contacts:** Any contact lists shared with a brand-wide group.

Collaboration Permissions

When you collaborate on a project with someone, you don't have to give them full access.

1.7.2. Ability to share/ collaborate on survey emails, distribution/contact lists, etc.

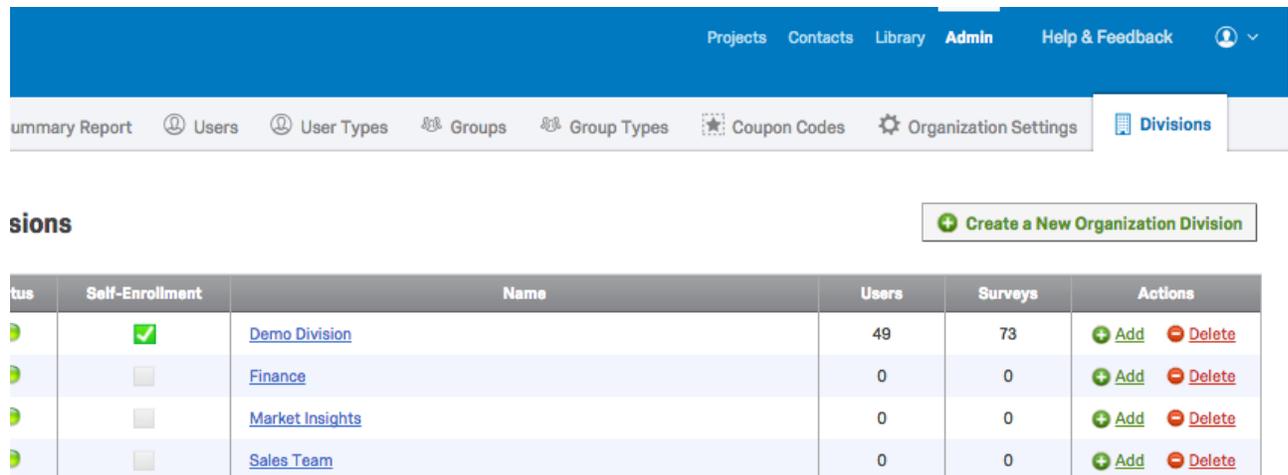
Please see response to 1.7.1 above.

1.7.3. Ability for user to be able to transfer ownership of survey to another user (without assistance from admin is preferred).

Administrators can transfer ownership of surveys, messages, and libraries through a simple administration interface. Surveys may be transferred between any available users to ensure business continuity and long-term usage. Transferring never interrupts existing distributions or data, ensuring that surveys may persist through any organizational or employment changes.

1.7.4. Ability to create groups of users for easily sharing surveys in a department, team, or defined group.

Our divisions feature lets you segment your license into smaller entities. You can give different Divisions specific permissions for their users, and you can give specific users full administrative access for other users within their own division. Division level administrators can be helpful if you have natural divisions within your organization that each need their own administrative control, such as different teams, departments, business units, etc.



Status	Self-Enrollment	Name	Users	Surveys	Actions
	<input checked="" type="checkbox"/>	Demo Division	49	73	+ Add - Delete
	<input type="checkbox"/>	Finance	0	0	+ Add - Delete
	<input type="checkbox"/>	Market Insights	0	0	+ Add - Delete
	<input type="checkbox"/>	Sales Team	0	0	+ Add - Delete

Administrators Can Easily Access the State of Each Division.

Create a New Organization Division

Name

Status Blind Carbon Copy (BCC) all Email to

[Division Branding Options...](#)

Org Permissions	Enabled	Disabled	Survey Permissions	Enabled	Disabled
Allow Proxy Logins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Delete Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Enable IFrame Support	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Edit Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Require Smart Routing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Require Opt Out Link (Don't change unless authorized)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Activate Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deactivate Surveys			Deactivate Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Translate Surveys			Translate Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Set Survey Options			Set Survey Options	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Create Response Sets			Create Response Sets	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Distribute Surveys			Distribute Surveys	<input checked="" type="checkbox"/>	<input type="checkbox"/>
View Survey Results			View Survey Results	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Download Survey Results			Download Survey Results	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Edit Survey Responses			Edit Survey Responses	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy Survey Questions			Copy Survey Questions	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Allowed Outgoing Emails/Week **Unlimited** [Override](#)

Total Allowed User Accounts **Unlimited** [Override](#)

Total Allowed Group Accounts **Unlimited** [Override](#)

Total Allowed Surveys **Unlimited** [Override](#)

Allowed Active Surveys **Unlimited** [Override](#)

Allowed Responses **Unlimited** [Override](#)

Control Roles Within Departments in Just a Few Clicks.

User Groups

Administrators can use groups to allow two or more users to share projects, graphics, files, and messages in libraries. Users within groups can also share contact lists in their contacts section. Groups can include everyone in your organization, everyone in a specific division, or only specific users that you manually select. Groups can be accessed by brand and division administrators in the administration section.

Projects Contacts Library **Admin** Help & Feedback 

Summary Report  Users  User Types  **Groups**  Group Types  Coupon Codes  Organization Settings  Divisions

ups[+ Create a New Group](#)

Name <input type="text"/>	Group ID <input type="text"/>	 Search	
Name	Group Type	Users	Actions
altrics Demo Group	Default Brand Group Type	4	+ Add - Delete
it Group Surveys	Default Brand Group Type	1	+ Add - Delete
it Group	Default Brand Group Type	0	+ Add - Delete

Showing 1 - 3 of 3

Creating Groups Makes Cross-Departmental Project Coordination Simple.

1.7.5. Ability to transfer access and data from one user to another (i.e., someone leaves the University).

Administrators can transfer ownership of surveys, messages, and libraries through a simple administration interface. Surveys may be transferred between any available users to ensure business continuity and long-term usage. Transferring never interrupts existing distributions or data, ensuring that surveys may persist through any organizational or employment changes.

1.7.6. Ability to recover accidentally deleted items (reports, surveys, etc.).

Automatic vs. Manual Saving

Qualtrics automatically saves as you work. Whenever you click outside of a question or move to a different module or section, Qualtrics checks for changes and then saves any changes. You can also manually force a check and save.

Revision History

Every time you publish or save your survey, you create a “version” of it. The Version History allows you to view old versions of the survey and restore them.

Restoring Previous Versions

If your questions have been permanently deleted or changed in a way that you want to reverse, you might be able to restore an earlier version of your survey using the version in your version history. Restoring to an earlier version will bring back deleted questions and alter all settings to what they were at the time this version was created. It will also bring back that same version’s data.

Because of the publishing system, restoring a survey does not affect your respondents or hurt your data. You can restore a version, export old data, and a survey QSF, and change back to the version you want to edit. Just make sure not to publish the restored version unless you are sure you want to overwrite your current survey and affect your respondents’ experience.

Trash / Unused Questions

Whenever you delete a question or a block, it is moved to the Trash. Your Trash will hold all deleted questions until you empty it, at which point the items are permanently deleted. You can move any question in the Trash back into the survey.

Restoring Deleted Content

It is not always possible to restore deleted content, but there are some options available that can be tried depending on the type of content that was deleted and what changes have been made since the deletion. If you delete a question, you also remove all associated collected results from your dataset. Sometimes, this change is desired, but other times you might still want the data. If the question is still in your trash, you have the option of restoring it to your main survey. Once it's restored, the associated data will also return. If your questions have been permanently deleted or changed in a way that you want to reverse, you might be able to restore an earlier version of your survey using revisions in your revision History. Restoring to an earlier revision will bring back deleted questions and alter all settings to what they were at the time the revision was created.

However, though this may bring back data, it may also affect the data you've collected since the changes. If you've added or changed questions since the revision was saved, those additional questions will no longer be in your dataset if you revert back to that earlier revision. Similarly, question data may be invalidated if you've made significant changes to the question type or format.

1.7.7. Ability to delete surveys when needed (access to do this is determined by user's role within the system).

Whenever you delete a question or a block, it is moved to the Trash. Your Trash will hold all deleted questions until you empty it, at which point the items are permanently deleted. You can move any question in the Trash back into the survey

The Qualtrics platform offers a powerful set of capabilities around data provisioning and role-based access. Data restrictions can be configured to align with varying roles within an organization so users only see what is relevant to their needs. For example, a manager-level user may have access to certain reports or a particular geographical response set. Alternatively, an analyst-level user would have access to all data but could have access to personal or restricted data turned off. Hierarchies can also be used to restrict data access to the right levels of seniority. Roles within an organization can also be used to determine which users get access to which projects, what level of access they get, and whether they are administrators or just consumers of the reports.

1.7.8. Ability to re-open a survey.

Qualtrics provides the ability to reopen a survey. You can choose to either make your survey available as long as its status is active or to set an expiration date when the survey will be closed to new respondents. Respondents trying to access your survey before or after the specified range will receive a simple message explaining that the survey is currently unavailable. The expiration date specifically affects participants' ability to *start* the survey. Those who are in the middle of a response will be allowed to continue taking their survey and finish after the expiration date.

1.8. Survey response analysis

1.8.1. Ability to export survey results into multiple formats, including at least the following: Excel, SPSS, CSV, XML, TSV.

George Mason University can export survey data to the following formats:

- CSV (Comma Separated Values)
- TSV (Tab Separated Values)
- Excel (Microsoft Excel)
- XML (Extensible Markup Language)
- SPSS (Statistical Analysis Package)
- Google Drive (Direct export to Google Drive)
- Tableau (Extension with Tableau—only available with the Tableau Extension)
- JSON (Javascript Object Notation) & Open Data Protocol (only available with the API Extension)

Additionally, George Mason University can export results-reports to a PDF, Word, Powerpoint, or CSV document. Dashboard data can be exported or emailed as a PDF, JPG, PNG, or CSV file. The Qualtrics API allows for automated import/export of data and can be integrated with other systems as needed.

1.8.2. Ability for analysis of crosstabulations.

Qualtrics has provided a cross tabulation tool for you to perform multivariate analysis on two or more variables at a time. This tool includes numerous options to customize your crosstabs, including the ability to calculate Chi-squared statistics and ANOVAs.

Crosstabs include a variety of options that allow you to filter statistics, adjust the confidence level, and share your data with others. The simple UI includes a series of dropdown menus to add a filter to the cross tab. These filters are similar to the conditions used in logic (display, branch, etc.) in the survey module. Filters added here apply only to the immediate cross tab being viewed and not to any other cross tabs or reports in results.

AVAILABLE CALCULATIONS

There are many different kinds of data you can display in crosstabs. Below are the available statistics you can display.

- Average
- Median
- Standard Deviation
- Standard Error

COLUMN COUNTS

When selected, the following columns will display the count, which is the number of respondents.

- **Total Count:** Adds a column that lists the total number of people who responded to *both* the column and row questions.
- **Missing Count:** Shows the number of people who answered other parts of the survey but did not answer this question, whether because it was not displayed to them or they skipped it. If there are no column variables in the crosstab, the missing count will represent respondents who did not answer the row

question. If there are column variables in the crosstab, the missing count will represent respondents who did not answer the row question but did answer the column question.

- **Counts:** Shows how many people from each category of the column gave each available answer for the question selected in the row.
- **Bucketed Counts:** If you have bucketed your selected row, this will show how many people from each category of the column fit into each bucket.

COLUMN PERCENTAGES

Values are rounded to the nearest one decimal point. Columns add up to roughly 100%.

- **Column Percentages (All):** Gives the percentage of those in each column category that gave each answer in the selected row. Calculated using the total number of respondents to the survey.
- **Bucketed Percentages (All):** If you have bucketed your selected row, this gives the percentage that those in each column category fit into each bucket. Calculated using the total number of respondents to the survey.
- **Column Percentages (Answering):** This is specifically for questions with display logic applied, meaning there are respondents who might not answer the question because they don't see it, and for multiple-answer questions, where multiple answer choices can be selected per each respondent. Gives the percentage of those in each column category that gave each answer in the selected row. Calculated using the total number of answers provided to the question, instead of total respondents.
- **Bucketed Percentages (Answering):** This is specifically for questions with display logic applied, meaning there are respondents who might not answer the question because they don't see it, and for multiple-answer questions, where multiple answer choices can be selected per each respondent. If you have bucketed your selected row, this gives the percentage that those in each column category fit into each bucket. Calculated using the total number of answers provided to the question, instead of total respondents.

OVERALL STAT TEST OF PERCENTAGES

The **Overall Stats Test of Percentages** acts as a Chi-squared test. A chi-squared statistic tests the relationship between two categorical variables. This test produces a p-value to determine whether the relationship is significant or not. Hover over the p-value in your crosstab to learn whether the test was significant or not.

OVERALL STAT TEST OF AVERAGES

The **Overall Stat Test of Averages** acts as an Analysis of Variance (ANOVA). An ANOVA tests the relationship between a categorical and a numeric variable by testing the differences between two or more means. This test produces a p-value to determine whether the relationship is significant or not. Hover over the p-value in your crosstab to learn whether the test was significant or not.

COLUMN STAT TESTS

- **Column Stat Tests (All)** is a pairwise z-test. Z-tests use the standard deviation to determine if two data samples are different from each other. Z-tests are similar to t-tests, but z-tests are more common where the sample size is larger (generally over 30).
- **Column Stat Tests (Answering)** is also a pairwise z-test. The major difference between (All) and (Answering) is that instead of being based on number of responses, (Answering) is based on number of answers to a question. This is helpful in situations involving display logic, since there are respondents who

might not answer the question because they don't see it, and for multiple-answer questions, where multiple answer choices can be selected per each respondent.

STAT TEST OF COLUMN AVERAGES

The **Stat Test of Column Averages** is a pairwise z-test. Z-tests use the standard deviation to determine if two data samples are different from each other. Z-tests are similar to t-tests, but z-tests are more common where the sample size is larger (generally over 30).

BUCKETING VARIABLES

Bucketing allows you to combine choices from previously existing questions into new groups. For example, let's say you internationally distribute a survey asking what country each respondent lives in. After data collection, you realize you don't want to do analyses on the countries, but the whole continents. Bucketing would allow you to group each country by continent, so you could analyze your data that way instead.

1.8.3. Ability to anonymize data.

The Qualtrics platform includes many tools to enforce and/or maintain anonymity.

- **User Access:** Brand Administrators can control data access to projects and survey responses to ensure only the right people have access to the data.
- **Anonymous Links:** Anonymous response links can be distributed to ensure the anonymity of data from the time of data collection.
- **Anonymize Response:** Survey options include the Anonymize Response option to NOT record any personal information and remove contact association for all response.
- **Anonymity Thresholds:** In dashboard reporting, the number you set for your Anonymity Threshold determines how many responses have to be collected before data is shown in the dashboard; before that, all data will be hidden. (The Comments Anonymity Threshold is the same, but specifically for open-ended feedback.)

1.8.4. Ability to sync with other tools including but not limited to the following: Sona, MTurk, Salesforce, Tableau, Slate, R. Please provide a list of other tools that can sync with your product.

Qualtrics has a variety of pre-built integrations with popular external platforms and systems. A full list can be found here: <https://www.qualtrics.com/marketplace/integrations/>. Please note: This RFP is being written for the CoreXM Advanced license type and the integrations associated with this license.

Qualtrics offers a REST API for automating pushing and pulling data to/from the Qualtrics platform. The most common use cases are to pull data stored in Qualtrics into another system, such as a university database, upload a file to an SFTP site, then automate respondent contacts, employee imports, emails, and reminders through Qualtrics. The API documentation can be found at api.qualtrics.com. Qualtrics primarily focuses on supporting integrations with other technologies via open industry standards. Qualtrics provides a rest API for data-level integrations, and product/process integration. We also support industry standards for SSO (e.g., SAML 2.0, CAS, LDAP, Google OAuth) and messaging (e.g., SMTP).

1.9. Roles and permissions

1.9.1. Describe all available roles within the preferred platform.

George Mason University will have the ability to design applicable roles and permissions and be able to edit and create new ones in the future. George Mason University can set up and define user permissions easily by using data components in their hierarchy. Additionally, user types and roles are available to give blanket permissions to portions of data or particular report and dashboard views. Specific users can also have specific permissions that supersede the permissions of the assigned user type. Essentially, administrators may attach data permissions to their users, limiting access to only the data/views that pertain to their particular role. These can be modified at any time (e.g., termination of an employee, promotion, etc.). Ultimately, George Mason University will have full capability to create new user groups, roles, and reports without vendor intervention.

1.9.2. Each role should have granular permissions on viewing data, sending surveys, modifying surveys and deleting data.

Within the product, provisioning is handled by the customer, and Qualtrics provides the ability to determine user permissioning down to a granular level, including viewing data, sending surveys, modifying surveys and deleting data. Qualtrics has provided information about several existing roles and customization capabilities below:

BRAND ROLES

These roles are found within Qualtrics products. More details may be found at www.qualtrics.com/support.

- **Authorized User:** A person that has access to the platform for creating and distributing surveys, as well as viewing and analyzing data, as allowed by the role permissions. Multiple Authorized User roles may be created with varied permissions.
- **Brand Administrator:** A Brand is an account with one or more Authorized Users. A Brand Administrator has permission to log in as any user within the Brand and restrict user permissions.
- **Authorized User in the Brand:** Brand Administrators also have access to other administrative tools, such as a password reset function. This role is assigned by the Qualtrics onboarding team, and thereafter all Brand control is under the full control of the Brand Administrator.
- **Division Administrator:** Has all the same access as Brand Administrators but only within a Division, an administrative-level organization that is a subordinate of the Brand. Divisions can be established by a Brand Administrator.
- **API Token:** The REST API requires a token that is used to authenticate prior to communication with the API service. An Authorized User with appropriate rights may generate a token (a long string of random digits) as often as desired.

ACCOUNT ACCESS CONTROL FOR THE SERVICE

- **Qualtrics Authorized User who owns the survey:** This is the person who creates the survey. Ownership of a survey can also be transferred by a Brand Administrator. Login access is recorded for each user account.
- **Members of a Group that owns a survey:** Qualtrics supports an organizational unit called a Group. Groups are used for collaborative processes and a Group (that may contain several users within the Brand) may be designated as the owner of a survey. Members of Groups are granted privileges to view data associated with them. A Division may contain a collection of Groups and Authorized Users with a Division Administrator.

- Collaboration: Individual surveys may be collaborated (or shared) with other Authorized Users or Groups. When collaborating, an Authorized User can specify which permissions other Authorized Users or Group Members should have, including access to view associated Data. Access to collaboration functions may be restricted for Authorized Users. Survey distribution may also be restricted until approved by a designated user.
- Brand Administrator: The Brand Administrator has full control over the Brand, and may log in to any Authorized User account within the Brand (the audit log will show that login).

An approval process can be leveraged to ensure that surveys are reviewed and approved prior to distribution. This will help prevent a rogue Authorized User from sending out a survey without a formal process or other consent.

With the Enterprise Security Package Brand Administrators can access advanced security settings by going to the Admin page and selecting Security. The advanced features available are:

- More granular minimum password requirements
- Control user session timeouts and concurrency
- Account lockout controls
- Authentication: Proxy login and two-factor

Customer auditable events in account log files are:

- User login attempt
- User Password reset
- User password change
- User session creation
- User session termination
- User login anomaly
- Brand Create, delete and update (description, BaseURL, account status)
- User create, delete and update (First Name, Last Name, Email, Language, Account Type and Account Status)

Other areas to note:

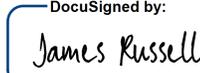
- Qualtrics can provide fine-grained control of access and permissions.
- 2FA / MFA can be enforced by the administrators. See <https://www.qualtrics.com/support/survey-platform/sp-administration/security-tab/> for additional details.
- Users can be given the correction permissions in an automated fashion via assigned User Types, Division, and Group settings. Additionally, Qualtrics can consume hierarchical information or integrate with SSO to map the right user permissions to the right user.
- Access can be restricted at any time.

Please refer to the Using the Service section of the Cloud Security and Privacy Framework.

The Cloud Security Framework, along with various industry-standard security certifications, questionnaires, and more security artifacts can be requested here: <https://www.qualtrics.com/trust-center/>. Note some of the items require an NDA to be in place (if there is no active established contractual agreement). Reach out to your relationship owner for assistance, if necessary.

EULA Acceptance Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("Qualtrics")	George Mason University 4400 University Dr Fairfax VA 22030 United States ("Customer")
Effective Date:	The date signed by the last party to sign.	
Partner:	Office Remedies, Inc., dba ORI 171 Elden St # 160 Herndon, VA 20170 United States	
Governing Document:	This EULA Acceptance Form is subject to the Master Services Agreement for Qualtrics Cloud Services for indirect sales attached hereto (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Master Services Agreement for Qualtrics Cloud Services, attached, and this EULA Acceptance Form, this EULA Acceptance Form will control.	
Attachments:	- Master Services Agreement for Qualtrics Cloud Services for Indirect Sales	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Additional Terms:		
To be completed by Customer		
Shipping Address		

Qualtrics	Customer George Mason University
By (signature):	By (signature):  James Russell
Name:	Name: James Russell
Title:	Title: Purchasing Director
Date:	Date: 2/29/2024
Qualtrics Primary Contact:	Customer Primary Contact:
Name:	Name: Alex Galantis
Phone:	Phone: 703-993-5763
Email:	Email: agalanti@gmu.edu

MASTER SERVICES AGREEMENT FOR QUALTRICS CLOUD SERVICES FOR INDIRECT SALES (“MSA”)

This Master Services Agreement (this “**Agreement**”), is effective as of the **date signed by the last party to sign** (the “**Effective Date**”) by and between Qualtrics, LLC (“**Qualtrics**”) and George Mason University (“**Subscriber**”). Qualtrics and Subscriber are sometimes referred to herein individually as a “**Party**,” and collectively the “**Parties**.” This Agreement is a foundation document to establish a Services-based relationship between the Parties.

Under this Agreement, Subscriber may order and Qualtrics may provide two types of services (together, “**Services**”):

A. Cloud Services, which are the series of proprietary computer software programs developed by Qualtrics as delivered to Subscriber that facilitate and automate the process of conducting surveys, polls, intercepts, and reports (“**Cloud Service**”), products and related systems, security, updates and improvements thereto and support services accessed by Subscriber using a web browser and the Internet under an Application Service Provider (ASP) model. Cloud Services are specified in an order form (“**Order Form**”) and are purchased on an annual or multi-year basis as set forth in an Order Form.

B. Professional Services, which are Services other than Cloud Services that Qualtrics performs and/or provides, including the development and/or delivery of certain deliverables (“**Deliverables**”) specified in a statement of work (“**SOW**”), which SOW may contain additional terms therein. Professional Services are purchased on a project basis.

Each Order Form or SOW will reference this Agreement and will become a part hereof.

Subscriber desires to utilize the Services set forth in an Order Form and/or SOW, and Qualtrics desires to provide such Services to Subscriber, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, Qualtrics and Subscriber agree as follows:

1. LICENSE OF CLOUD SERVICES AND RESTRICTIONS

- 1.1 **License.** Pursuant to the terms of this Agreement, Qualtrics hereby grants to Subscriber a limited, non-exclusive, non-transferable (except pursuant to the Assignment section below), revocable, worldwide license to utilize the Cloud Services and the Deliverables, each as applicable, for Subscriber’s internal business purposes during the Term, including responses by external respondents. Subscriber is responsible for creating and maintaining user accounts and all use of its license, and ensuring that those accounts are protected with passwords to prevent unauthorized use.
- 1.2 **Restrictions.** Notwithstanding anything in this Agreement to the contrary, Subscriber shall not: (a) sell, resell, rent, or lease the Cloud Services; or (b) permit third parties to utilize the Cloud Services without obtaining the prior written consent of Qualtrics; provided, however, that Subscriber may allow third parties to utilize the Cloud Services if such third parties are providing services to Subscriber (but not for such third parties’ own use) and if such third party is not a direct competitor of Qualtrics as can be reasonably determined. Qualtrics, in its sole discretion, reserves the right to restrict access to Subscriber’s account after providing notice to Subscriber of unauthorized access or use and allowing Subscriber a reasonable period to cure such unauthorized access or use.
- 1.3 **Insurance.** Qualtrics will maintain in place and effective during the Term the minimum insurance coverage outlined on **Exhibit B** attached hereto.

2. SUPPORT AND MAINTENANCE

- 2.1 During the Term, and provided that Subscriber has paid all undisputed fees due and owing to Qualtrics and is otherwise in material compliance with the terms of this Agreement, Qualtrics will provide the support and maintenance services to Subscriber set forth in Sections 2.2 and 2.3.
- 2.2 **Technical Support.** Qualtrics will provide Subscriber with telephone, email, and website-based technical support services to assist Subscriber in utilizing the Cloud Services as outlined on the Order Form. Qualtrics will respond to technical support requests and make reasonable, good faith efforts to correct errors as outlined on **Exhibit A** attached hereto. Subscriber agrees to cooperate with Qualtrics in providing information as Qualtrics may reasonably request, so that Qualtrics can verify and reproduce the reported error. Online support

materials for the Cloud Services (“**Online Information**”) are included with the Cloud Services and are available at www.qualtrics.com/support.

2.3 Contacts. During the Term, each Party will appoint a contact person who will be the other Party’s principal contact to resolve issues related to the Services. The initial contact persons shall be specified on the Order Form or SOW. Either Party may change its contact person by providing reasonable advance written notice to the other Party. Subscriber will designate one person to be the “**Brand Administrator**” who is responsible for administering its account and all its users.

3. FEES. During the Term, Subscriber will pay ORI those certain fees and charges specified on the applicable Order Form or SOW. Subscriber is responsible for all applicable taxes on the fees and charges paid by Subscriber, including, without limitation, any and all sales, use, and value-added taxes but not any taxes imposed on Qualtrics income. Subscriber is responsible for paying the fees for exceeding the limits on an Order Form or SOW.

4. OWNERSHIP OF INTELLECTUAL PROPERTY. Qualtrics and its licensors exclusively own all right, title, and interest in and to the Cloud Services, the Deliverables (which, for the avoidance of doubt, do not include Data (as defined below)) and any Services-related suggestions, ideas, enhancements, requests, feedback, and recommendations provided by Subscriber to Qualtrics during the Term. Each of this Agreement, any Order Form, and any SOW is not a sale and does not convey to Subscriber any rights of ownership in or related to the Services or the Deliverables, or intellectual property rights of Qualtrics. Qualtrics’ logo and the product names associated with the Services are trademarks of Qualtrics (or its licensors, where applicable) and no right or license is granted to Subscriber to use them.

5. SUBSCRIBER DATA

5.1 General. As between the Parties, Subscriber owns all right, title and interest in and to all survey responses, reports, and any other information input or generated on behalf of Subscriber in connection with the Services (“**Data**”). Subscriber shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, classification, and intellectual property right to utilize Data and shall have and will obtain all consents necessary for using and processing the Data in accordance with the Agreement. Notwithstanding the foregoing, for all purposes of this Agreement, Data shall be deemed to be Subscriber’s Confidential Information (as defined below), and will not be utilized by Qualtrics for any purpose other than performing its obligations under this Agreement or as may otherwise be agreed to in writing by the Parties. Notwithstanding the foregoing, Subscriber hereby grants to Qualtrics a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable (directly and indirectly), transferrable, perpetual and irrevocable license to (i) anonymize and/or aggregate the Data and use such anonymized and/or aggregated data (“**Usage Data**”) for Qualtrics’ business purposes, including but not limited to deriving statistical, usage data, and other data related to the functionality of the Services, improving the Services, developing and making available other products and services, and sharing such data with our affiliates and business partners, and (ii) combine or incorporate such Usage Data with or into other data and information available, derived or obtained from other licensees, users, and/or any other sources (when so combined or incorporated, such data referred to as “**Combined Data**”). Qualtrics shall own all right, title and interest in Usage Data and Combined Data. Usage Data and Combined Data will not include personally identifiable information.

5.2 Data Security. Qualtrics will maintain appropriate technical and organizational security measures to protect Data against: (a) accidental destruction, loss, and alteration; and (b) unauthorized disclosure of, or access to Data transmitted, stored or otherwise processed as set forth in this Agreement. Qualtrics utilizes secure hosting facilities that are independently audited using the SSAE-16 methodologies. Qualtrics will comply with applicable data processing laws relating to the processing, transmission, and disclosure of Data.

5.3 Incidents. Either Party will, as expeditiously as possible and in any event within two (2) business days, notify the other Party upon discovery of: (a) any loss, unauthorized disclosure, or unauthorized use of Data; or (b) any access, acquisition or misappropriation of Data by third parties, including any intrusion into a computer system used to process Data; or (iii) any other disclosure of Data in violation of this Agreement (collectively, “**Security Breach**”). In the event of a Security Breach, each Party will take such steps as are necessary to: (x)

promptly mitigate the effects of such disclosure and prevent a recurrence thereof; and (y) comply with applicable laws relating to such disclosure.

- 5.4 Data Transfer.** Qualtrics is strictly a data processor, not a data controller for the processing of the Data in order to provide the Services, as further outlined under Exhibit C attached hereto. Cloud Services are self-service (“do-it-yourself”) products in which Subscriber solely determines: (a) what data to collect; (b) from whom; (c) from where; (d) for what purpose; and (e) when to delete it. All Data will be stored in the United States. Qualtrics is responsible for the backup of Data for disaster recovery purposes only, and Subscriber is responsible for routine backup and deletion of Data.

6. TERM AND TERMINATION

- 6.1 Term.** The term of this Agreement (“**Term**”) shall commence on the Effective Date and continue in effect for three (3) years with optional renewals for two (2) additional years unless earlier terminated as provided below or a Party provides notice of non-renewal at least thirty (30) days prior to termination of the then-current period. Each Order Form or SOW still in effect as of the expiration of this Agreement shall remain in effect after such expiration, subject to the terms and conditions of this Agreement, until the expiration or termination of each such Order Form or SOW.
- 6.2 Termination.** Either Party may terminate this Agreement and/or Order Form and/or SOW for cause upon written notice if the other Party: (a) commits a material breach of this Agreement which such Party fails to cure within thirty (30) days after receipt of written notice outlining such material breach from the other Party; or (b) becomes insolvent, acknowledges insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Qualtrics shall not require any total or partial compensation or payment for lost profit or liquidated damages by George Mason University.
- 6.3 Termination of SOW.** Except as otherwise specified, each SOW expires automatically upon (a) fulfillment of the last milestone as stated in such SOW; (b) the termination of the SOW in accordance with the terms of such SOW; or (c) the inactivation of Subscriber’s Cloud Services. All obligations of the Parties under a SOW shall be extinguished upon termination of such SOW. The Parties agree that if custom functionality developed under a SOW, in whole in or part, becomes available as part of a standard Qualtrics product or paid features maintained by Qualtrics, then (a) Qualtrics may migrate the Subscriber to use such functionality or feature on

the standard Qualtrics product, and (b) Qualtrics shall no longer be obligated to maintain that custom functionality under such SOW.

6.4 Effect of Termination. Following any termination of this Agreement, Qualtrics will discontinue providing Services, and Subscriber will cease using Services. Within thirty (30) days after the end of the Term or termination of this Agreement:

- (a) Subscriber will pay to Qualtrics all outstanding undisputed fees due and owing as of the effective date of termination.
- (b) Qualtrics will make available to Subscriber a portal whereby Subscriber may download and delete Data for a period of thirty (30) days. Subscriber expressly acknowledges that Qualtrics has no obligation to retain Data after the aforementioned thirty (30) day period has ended.
- (c) Qualtrics will refund any pro-rated unused fees prepaid by Subscriber if Subscriber terminates this Agreement for cause or pursuant to Force Majeure Event (defined below).
- (d) If this Agreement is terminated for cause, each Order Form and SOW in effect will also terminate.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual. Each Party represents and warrants to the other party that:

- (a) it has the power and authority to enter into this Agreement and perform its obligations hereunder, and such performance will not breach any separate agreement by which it is bound; and
- (b) it will comply with applicable laws, rules, and regulations related to the Services.

7.2 Qualtrics. Qualtrics warrants to Subscriber that:

- (a) it will use commercially reasonable efforts to ensure that Cloud Services and any updates to the Cloud Services will not introduce any malicious software that could disrupt any software or system used by Subscriber in connection with the Cloud Services, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, would cause any system or software used in connection therewith to be destroyed, damaged, or rendered inoperable;
- (b) it will implement reasonable and appropriate measures designed to protect Data against theft, unauthorized access, copying, and distribution;
- (c) the Cloud Services will materially comply with the Online Information; and
- (d) it will abide by all principles in the Qualtrics Security White Paper (which will be updated as required to reflect improved security and operational procedures).

7.3 Subscriber. Subscriber warrants to Qualtrics that:

- (a) it will not knowingly: (i) utilize (or allow utilization of) the Services in any manner prohibited by this Agreement; (ii) reverse engineer the Services; (iii) tamper with the security of the Cloud Services; or (iv) interfere with or disrupt the integrity or performance of the Services;
- (b) it will use commercially reasonable efforts to prevent its employees and other third parties from (i) gaining unauthorized access to the Services; or (ii) making unauthorized copies of the Cloud Services,

and, if any such unauthorized duplication or use is discovered, it will promptly notify Qualtrics and take prompt actions to resolve the issue; and

- (c) it will not knowingly utilize the Services to (i) send irrelevant or inappropriate messages to third parties (e.g., “spam ”); (ii) send or store malicious software; or (iii) upload content that (A) infringes, misappropriates, or otherwise violates any third party’s intellectual property right or (B) aggravates, harasses, threatens, defames or abuses Qualtrics or third parties.

7.4 In the event of a violation of these restrictions, Qualtrics, in its sole discretion, reserves the right to suspend user accounts or remove any content after providing notice to Subscriber of such violation and allowing Subscriber a reasonable period to cure such violation.

7.5 **Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, QUALTRICS MAKES NO WARRANTY AS TO THE RELIABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICES. QUALTRICS DOES NOT REPRESENT OR WARRANT THAT: (A) SUBSCRIBER’S USE OF THE SERVICES SHALL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR COMPATIBLE WITH, OR OPERATE IN COMBINATION WITH, ANY HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) THE SERVICES WILL MEET SUBSCRIBER’S REQUIREMENTS OR EXPECTATIONS; OR (C) ALL NON-CONFORMITIES CAN BE OR WILL BE CORRECTED. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7 AND EXHIBIT A, ALL SERVICES PROVIDED BY QUALTRICS HEREUNDER ARE STRICTLY ON AN “AS IS” BASIS. QUALTRICS DOES NOT MAKE ANY WARRANTIES, REPRESENTATIONS, OR COVENANTS WITH RESPECT TO ANY THIRD PARTY CONTENT OR PRODUCTS, EXPRESS OR IMPLIED.

EXCEPT AS SET FORTH IN THIS SECTION 7, EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE AND MERCHANTABILITY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE.

WITH RESPECT TO AN SOW, THE SOLE REMEDY OF SUBSCRIBER IS TO RECEIVE A REFUND OF THE FEES PAID FOR MILESTONES UNCOMPLETED. SUBJECT TO A FORCE MAJEURE EVENT, THE PARTIES SHALL USE REASONABLE ENDEAVORS TO ACHIEVE THE RESULTS AIMED AT BY THE PROJECT.

8. CONFIDENTIAL INFORMATION

Definitions. For purposes of this Agreement: “**Recipient**” shall mean the Party receiving Confidential Information from the other Party; “**Discloser**” shall mean the Party providing Confidential Information to the other Party; and “**Confidential Information**” shall mean any information both written and oral that should reasonably be expected by the Recipient to be confidential. Discloser hereby designates as Confidential Information any information or data regarding its technology, customers, business plans, promotional and marketing activities, finances and other business affairs.

8.1 Confidential Information does not include information which (a) becomes generally available to the public in any manner or form through no fault of Recipient or its employees, agents or representatives, but only from such date as it becomes so available, (b) was rightfully in possession of Recipient without obligation of confidentiality prior to receipt thereof from Discloser, (c) is independently developed by Recipient without benefit of any Confidential Information, (d) is rightfully received by Recipient from another source on a non-confidential basis, or (e) is released for disclosure with Discloser’s prior written consent. Usage Data and Combined Data shall not be considered Confidential Information.

8.2 **Use and Disclosure.** Recipient will not disclose to any person or use for any purpose, except as expressly permitted by this Agreement, any Confidential Information of Discloser. Notwithstanding the foregoing sentence, Recipient may disclose Confidential Information to those employees, independent contractors, and advisors who have a need to know such information, and who are bound to keep such information confidential. Recipient will give Discloser’s Confidential Information at least the same level of protection as it gives its own Confidential Information of similar nature, but not less than a reasonable level of protection. Recipient will

maintain Confidential Information in a safe and secure place and will not copy Confidential Information except to the extent necessary for the purposes of this Agreement. All confidentiality obligations will survive termination of this Agreement until such time as such information no longer meets the definition of Confidential Information. Upon written request from Discloser and subject to any legal obligation to preserve Confidential Information (e.g., litigation hold), Recipient shall promptly return or destroy all Confidential Information (other than Data of Subscriber). The Recipient may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the Recipient (i) gives the Disclosing Party reasonable written notice to allow the Discloser to seek a protective order or other appropriate remedy (except to the extent the Recipient's compliance with the foregoing would cause it to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

- 8.3 Injunctive Relief.** Each Party agrees that money damages may not be a sufficient remedy for any breach of the obligations in this section 8 and that the Discloser may be entitled to seek specific injunctive relief as a remedy for any such breach. Such remedy may not be deemed to be the exclusive remedy for the breach of obligations herein but may be in addition to all other available legal or monetary remedies.

9. LIMITATION OF LIABILITY

- 9.1** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF BUSINESS, DATA, REVENUE, PROFITS, USE, DIMINUTION IN VALUE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICES OR THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE USE OR INABILITY TO USE THE SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERRORS, OR OMISSIONS, EVEN IF A PARTY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 9.2** THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY PURSUANT TO CLOUD SERVICES SHALL NOT EXCEED THE FEES ACTUALLY PAID BY SUBSCRIBER TO QUALTRICS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, EXCEPT THAT THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY PURSUANT TO BREACHES OF SECTIONS 5 AND 8 SHALL NOT EXCEED FIVE TIMES (5X) THE FEES ACTUALLY PAID BY SUBSCRIBER TO QUALTRICS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY PURSUANT TO PROFESSIONAL SERVICES SHALL NOT EXCEED THE FEES ACTUALLY PAID BY SUBSCRIBER UNDER THE SOW FOR SUCH PROFESSIONAL SERVICES.
- 9.3** THE LIMITATION OF LIABILITY IN SECTION 9.1 DOES NOT APPLY TO SECTIONS 5 AND 8, (SUBSCRIBER DATA, AND CONFIDENTIAL INFORMATION) AND THE LIMITATIONS OF LIABILITY IN SECTIONS 9.1 AND 9.2 DO NOT APPLY TO SECTION 10 (LIABILITY) AND ANY FEES PAYABLE HEREUNDER. EACH PARTY SHALL USE REASONABLE EFFORTS TO MITIGATE ANY POTENTIAL DAMAGES OR OTHER ADVERSE CONSEQUENCES ARISING FROM OR RELATING TO THE SERVICES.

10. LIABILITY

10.1

- 10.2 Mitigation.** If the Cloud Service or Deliverables are, or in Qualtrics' opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party intellectual property right, Qualtrics may, at its option and sole cost and expense (i) obtain the right for Subscriber to continue to use the Cloud Service or Deliverables as licensed by this Agreement; (ii) modify or replace the Cloud Service or Deliverables, in whole or in part, to seek to make the Cloud Service or Deliverables (as so modified or replaced) non-infringing, while

providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Cloud Service or Deliverables under this Agreement; or (iii) by written notice to Subscriber, terminate this Agreement with respect to all or part of the Services, and require Subscriber to immediately cease any use of the Services or any specified part or feature thereof, provided that if such termination occurs, subject to Subscriber's compliance with its post-termination obligations set forth in Section 6.4, Subscriber will be entitled to a refund of pro-rated unused fees prepaid by Subscriber.

THIS SECTION 10 SETS FORTH SUBSCRIBER'S SOLE REMEDIES AND QUALTRICS' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SOFTWARE) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.

11. GENERAL

11.1 Choice of Law and Jurisdiction. The Parties hereby expressly disclaim the application of the Uniform Computer Information Transaction Act and the United Nations Convention on the International Sale of Goods to this Agreement.

11.2 Force Majeure. Neither Party will be liable for any delays or failures of performance hereunder, except for payments, to the extent that performance of such Party's obligations or attempts to cure any breach under this Agreement are delayed or prevented as a result of any event or circumstance beyond its reasonable control of such Party ("**Force Majeure Event**"), provided that the other Party may terminate this Agreement upon thirty (30) days written notice if the circumstances causing non-performance can reasonably be expected to continue for more than one (1) calendar month.

Entire Agreement; Amendment; Counterparts. GMU Contract No. 1883-23, this Agreement, the attached Exhibits, each Order Form and each SOW prepared hereunder, constitute the entire agreement between the Parties concerning the subject matter hereof and supersede all written or oral prior agreements or understandings with respect thereto, including, without limitation, any proposals, price quotes, click-wrap agreements, purchase order terms and conditions or non-disclosure agreements. All Exhibits, Order Forms and SOWs are hereby incorporated into this Agreement as if set forth herein in full. In the event of any conflicts between the terms of this Agreement and the terms of any Exhibit, Order Form, SOW, or other document binding and applicable to the Parties, the terms of this Agreement shall control unless expressly stated otherwise. For purposes of clarity, the Qualtrics Terms of Service shall be superseded by the terms of this Agreement, and no Order Form or SOW issued under this Agreement shall be subject to the Qualtrics Terms of Service. This Agreement, the attached Exhibits, each Order Form and each SOW may not be amended except in writing signed by authorized representatives of both Parties. This Agreement, any Order Form or any SOW may be executed by the Parties electronically and in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

11.3 Language; Interpretation. This Agreement has been prepared and written in English. Any non-English translation of this Agreement is provided for convenience only and is not valid or legally binding. In case of a conflict between this Agreement and any translation, the English version will control. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

11.4 Severability. In case any one or more of the provisions of this Agreement should be held invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision will be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remaining provisions contained herein will not in any way be affected or impaired.

11.5 Waiver. Neither Party's failure to enforce strict performance of any provision of this Agreement will constitute a waiver of a right to subsequently enforce such a provision. No modification, extension or waiver of this Agreement will be valid unless made in writing and signed by an authorized representative of the Party

to be charged. No written waiver will constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

- 11.6 Assignment.** Neither Party may assign this Agreement, by operation of law or otherwise, without the prior written consent (not to be unreasonably withheld or delayed) of the other Party; provided, however, that either Party may assign this Agreement without consent to its successor in a merger, acquisition or other change of control, including without limitation the sale of all or substantially all of its assets, stock or business to which this Agreement relates other than to a direct competitor of the non-assigning Party.
- 11.7 No Agency.** This Agreement will not be construed to create an agency, franchise, representative, joint venture, employment relationship, or partnership between the Parties. The Parties are and remain independent contractors. Neither Party has the authority to bind the other or to incur any liability or otherwise act on behalf of the other.
- 11.8 Survival.** Each Party's obligation under Sections 6.4, 8, 9, 10 and 11 will survive the Term or termination of this Agreement for a period of two (2) calendar years except that Qualtrics' obligations related to Data shall continue perpetually with respect to any Data that has not been permanently destroyed within its Service.
- 11.9 Notices.** All notices between the Parties will be in writing and sent (i) by a delivery service with provisions for a receipt, to the physical address listed below; or (ii) by email to *notice@qualtrics.com* for notices going to Qualtrics, or to the email address listed for Subscriber in the Order Form or SOW for notices going to Subscriber.
- 11.10 Export Controls.** Qualtrics provides services and uses software and technology that may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit access to or use of any Service in a U.S. embargoed country or in violation of any U.S. export law or regulation.
- 11.11 Interest Charges:** Qualtrics shall not impose interest charges contrary to that specified by the Governing Rules §42, Prompt Payment of bills by the Institution and §46. *Interest Penalty; exceptions;*
- 11.12** Certain of the Services that Qualtrics provides to Subscriber under the Agreement may be configured by Subscriber to comply with the applicable requirements for Subscriber's customers with disabilities. Notwithstanding the foregoing, Subscriber is solely responsible to configure the Services to comply with the applicable requirements.

Exhibit A
Qualtrics Incident Response and Service Levels

Incident Response

1. Qualtrics will provide phone and email support as specified in an executed Order Form.
2. An “**Incident**” is declared by Qualtrics when any of the following occurs:
 - a. A malfunction, disruption, or unlawful use of the Service;
 - b. The loss or theft of Data from the Service;
 - c. Unauthorized access to Data, information storage, or a computer system; or
 - d. Material delays or the inability to use the Service.
3. The Qualtrics response team is comprised of members of its support and engineering teams who have expertise in technical issues, network security, and the Cloud Services. The Engineer-on-call is available for emergency responses at all times.
4. An Incident involving the loss or unauthorized access of Data, not due to Subscriber’s errors or omissions, will always be categorized as Code Red. In such a case, the Brand Administrator will be notified as expeditiously as possible but no later than two (2) business days after a disclosure is discovered. A Qualtrics case manager will conduct a formal investigation, and will deliver an official written report to the Brand Administrator within two weeks of the Incident.
5. Response and resolution times are prioritized in the Incident Level Table below.

Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Services will be available at all times (“**Availability**”), excluding when the Cloud Services are unavailable due to:
 - a. required system maintenance as determined by Qualtrics (“**Scheduled Maintenance**”); and
 - b. causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including but not limited to, any outages caused by: (i) the failure of any third party vendors (e.g., ISP/data center); (ii) the Internet in general; (iii) a Subscriber-caused event; or (iv) any emergency or Force Majeure Event.
2. **Scheduled Maintenance.** A minimum of 5 days’ advance notice will be provided by email to the Brand Administrator for all Scheduled Maintenance exceeding 2 hours. For Scheduled Maintenance lasting less than 2 hours, notice will be displayed on the login page.
3. **Downtime.** “**Downtime**” is defined as the Cloud Services having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Subscriber will be entitled, upon written request, to a credit (“**Fee Credit**”) based on the formula: Fee Credit = Fee Credit Percentage * (1/12 current annual Fees paid for Cloud Services affected by Downtime). All times listed immediately below are per calendar month.
 - a. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 - b. If Downtime is from 31 to 120 minutes, Subscriber is eligible for a Fee Credit Percentage of 5%.
 - c. If Downtime is from 121 to 240 minutes, Subscriber is eligible for a Fee Credit Percentage of 7.5%.
 - d. If Downtime is 241 minutes or greater, Subscriber is eligible for a Fee Credit Percentage of 10.0%
 - e. If Downtime is 241 minutes or greater or Scheduled Maintenance is greater than 8 hours in any three consecutive months, Subscriber is eligible for a pro-rated refund and may terminate this Agreement for cause.
5. **Fee Credits.** Except as specified in Section 4e above, Fee Credits will be Subscriber’s sole and exclusive remedy in the event of any failure to meet the Service Levels. Fee Credits will be applied to Subscriber’s next invoice.

Incident Level Table

<i>Incident Level</i>	<i>Typical Conditions</i>	<i>Resolution Response</i>
4	A minor issue affecting an individual user that may not be reproducible.	Addressed by support team for workaround or other resolution.
3	The problem is reproducible and has an impact on usability of the product, though a workaround exists to garner full functionality.	Addressed in a subsequent release in a reasonable timeframe.
2	A product is effectively unusable on a widespread basis; survey taking experience significantly affected.	Corrected as expeditiously as possible after code is developed and tested.
Code Red	Loss of a key functionality or access to Service. Data loss due to unauthorized access. A suspected/actual data breach or security threat. Survey taking severely hindered or impossible.	Full engineering efforts directed toward resolution. After hours, Engineer-on-call will be contacted and will work nonstop until resolution is met.

**Exhibit B
Insurance**

Qualtrics shall at its own expense secure and continuously maintain throughout the Term the following insurance with companies qualified to do business in the jurisdiction in which the services will be performed and rating A-VII or better in the current Best's Insurance Reports published by A.M. Best Company.

1. Worker's Compensation Insurance, which shall fully comply with the statutory requirements of all applicable state and federal laws.
2. Commercial General Liability Insurance with a combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, death, property damage, personal injury, and products.
3. Business Automobile Liability Insurance covering all owned and non-owned and hired vehicles used by Qualtrics with a combined single limit of liability of \$1,000,000 for injury and/or death and/or property damage.
4. Excess (Umbrella) coverage with respect to Sections 1, 2, and 3 above with a per occurrence limit of \$5,000,000.
5. Cyber and Errors and Omissions (Professional Liability) Insurance with limit of \$5,000,000, covering liabilities arising from a) product or service financial injury caused by a product or service defect or performance failure; b) technology-related injury caused by any errors or omissions and all series of continuous, repeated or related acts, errors or omissions; and c) breach mitigation and notification expenses related to a privacy breach. Coverage also includes reasonable legal litigation expenses.
6. Crime Insurance (Employee Dishonesty) with limit of \$500,000.

Exhibit C

Data Processing Agreement

PERSONAL DATA PROCESSING AGREEMENT FOR QUALTRICS CLOUD SERVICES

This Data Processing Addendum (“DPA”) is entered into

BETWEEN

(1) Customer; and

(2) Qualtrics.

1. Definitions.

- 1.1 “**Agreement**” means an Order Form and documents incorporated into an Order Form.
- 1.2 “**Cloud Service**” means any distinct, subscription-based, hosted, supported, and operated on-demand solution provided by Qualtrics under an Order Form.
- 1.3 “**Customer Data**” means any content, materials, data, and information that Customer’s authorized users enter or collect into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g., Customer-specific reports). Customer Data and its derivatives will not include Qualtrics’ Confidential Information (as defined in the Agreement).
- 1.4 “**Data Protection Law**” means the applicable legislation protecting the fundamental rights and freedoms of natural persons and their right to privacy with regard to the processing of Personal Data under the Agreement.
- 1.5 “**Order Form**” means the medium by which the parties agree to Customer’s purchase of a Cloud Service or Professional Service, including, as applicable, an ordering document that references the GTC.
- 1.6 “**Personal Data**” means any information relating to an identified or identifiable natural person that is protected under Data Protection Law. For the purposes of the Agreement, it includes only personal data that is (a) entered by Customer or its authorized users into or derived from their use of the Cloud Service; or (b) supplied to or accessed by Qualtrics or its Subprocessors to provide support under the Agreement. Personal Data is a subset of Customer Data.
- 1.7 “**Personal Data Breach**” means a confirmed accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized third-party access to Personal Data.
- 1.8 “**Professional Services**” means implementation services, consulting services, or other related services provided under an Order Form.
- 1.9 “**Subprocessor**” or “**sub-processor**” means a Qualtrics Affiliate or a third party engaged by Qualtrics or a Qualtrics Affiliate, in each case that processes Personal Data in accordance with the Agreement.

2. Background.

2.1 Purpose and Application.

- (a) This document (“**PA**”) is incorporated into the Agreement and forms part of a written (including in electronic form) contract between Qualtrics and Customer.
- (b) This PA applies to Personal Data processed by Qualtrics and its Subprocessors in connection with its provision of the Cloud Service.
- (c) This PA does not apply to non-production environments of the Cloud Service if such environments are made available by Qualtrics. Customer will not store Personal Data in such environments.

2.2 **Technical and Organizational Measures.** Qualtrics will implement and maintain technical and organizational measures to protect Personal Data as described in the Technical and Organizational Measures hereto as Exhibit A (the “**Technical and Organizational Measures**”).

2.3 **Personal Data Breach Notification.** Qualtrics will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer’s obligations to report a Personal Data Breach as required under Data Protection Law.

Qualtrics may provide such information in phases as it becomes available. Such notification will not be interpreted or construed as an admission of fault or liability by Qualtrics.

3. Qualtrics and Customer Obligations.

3.1 Personal Data.

- (a) Customer will collect and maintain all Personal Data in compliance with Data Protection Law. Customer acts as a single point of contact and will obtain any relevant authorizations, consents, and permissions for the processing of Personal Data in accordance with the Agreement. If Customer provides authorizations, consent, instructions, or permissions, these are also provided on behalf of any other entity using the Cloud Service. If Qualtrics informs or gives notice to Customer, such information or notice is deemed received by those entities permitted by Customer to use the Cloud Service, and Customer will forward such information and notices to the relevant entities.
- (b) The parties have included terms within this Privacy Addendum that deal with the parties' data privacy obligations related to Personal Data. Customer warrants to Qualtrics that a separate agreement for the processing of Personal Data (such agreement, a "DPA") is not required based on Customer's use of the Cloud Services. If a DPA does become required, Customer will notify Qualtrics in advance, and the parties will negotiate in good faith an amendment to the Agreement as necessary to incorporate a DPA. Qualtrics will not be liable to Customer for any damages resulting from the parties' failure to put in place a DPA.

3.2 Access to Personal Data. Qualtrics will provide functionality for production systems that supports Customer's ability to correct, delete, or anonymize Personal Data within a Cloud Service, or to restrict its processing in line with Data Protection Law. If such functionality is not provided, Qualtrics will correct, delete, or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

3.3 Permitted Uses of Personal Data. Qualtrics will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this PA) constitutes the initial documented instructions, and each use of the Cloud Service then constitutes further instructions. For any Customer instructions not made in the Agreement (including this PA) or through Customer's use of the Cloud Service, Qualtrics will use reasonable efforts to follow such instructions to the extent they are required by Data Protection Law, technically feasible, and do not require changes to the Cloud Service. If Qualtrics cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, Qualtrics will immediately notify Customer (email permitted). Qualtrics may also process Personal Data to the extent required to do so by applicable law.

4. Audits.

4.1 Customer Audit. Customer or its independent third-party auditor reasonably acceptable to Qualtrics (which will not include any third-party auditors who are either a competitor of Qualtrics or not suitably qualified or independent) may audit Qualtrics' control environment and security practices relevant to Personal Data only if:

- (a) Qualtrics has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing either: (1) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (2) a valid SOC1-3 attestation report;
- (b) a Personal Data Breach has occurred;
- (c) an audit is formally requested by Customer's data protection authority; or
- (d) Data Protection Law grants Customer a direct audit right, in which case Customer will only audit once in any 12-month period unless Data Protection Law requires more frequent audits.

4.2 Scope of Audit. Customer will provide at least 60 days' advance notice of any audit unless Data Protection Law or a competent data protection authority requires shorter notice. The parties, acting reasonably and in good faith, will agree on the frequency and scope of any audits. Customer audits will be limited in time to a maximum of three business days. Beyond such restrictions, the parties will use current certifications or other

audit reports to avoid or minimize repetitive audits. Customer will provide the results of any audit to Qualtrics.

4.3 Cost of Audits. Customer will bear the costs of any audit unless such audit reveals a material breach by Qualtrics of the data protection and security obligations in the Agreement, in which case Qualtrics will bear its own costs. If an audit determines that Qualtrics has breached its data protection and security obligations in the Agreement, Qualtrics will promptly remedy the breach at its own cost.

4.4 Regulatory Audit. If a governmental regulator, such as a data protection authority or any law enforcement agent (a “Regulator”), formally requests in writing to confirm that Customer or Qualtrics is meeting all applicable information privacy and security requirements applicable to the parties under the Agreement, the Regulator or Customer on its behalf may, subject to confidentiality obligations consistent with those in the Agreement, audit Qualtrics’ control environment and security practices related to the Cloud Services as required by applicable law or by a written order from a Regulator to the extent the Regulator would have the right to regulate and investigate the affairs of Customer if it provided a service comparable to the Cloud Services itself. Customer will provide prompt written notice to Qualtrics as soon as it becomes aware of any investigation or receives a request from a Regulator that will require Qualtrics’ assistance. Customer will ensure that any audit does not interfere with Qualtrics’ business operations or certifications. Customer will provide to Qualtrics a report of any findings of such regulatory audit.

5. Subcontracting.

5.1 Qualtrics may subcontract parts of the Cloud Service or Professional Services to third parties. Qualtrics is responsible for its subcontractors’ performance under the Agreement to the same extent it is responsible for its own performance.

5.2 Permitted Use.

- (a) Qualtrics is granted a general authorization to subcontract the processing of Personal Data to Subprocessors.
- (b) Qualtrics will evaluate the security, privacy, and confidentiality practices of a Subprocessor prior to selection to establish that it can provide the level of protection of Personal Data required by the Agreement.
- (c) Qualtrics’ list of Subprocessors in place on the effective date of the Agreement is published by Qualtrics at www.qualtrics.com/subprocessor-list, or Qualtrics will make it available to Customer upon request, including the name, address, and role of each Subprocessor.

5.3 New Subprocessors; Objections.

- (a) Qualtrics will inform Customer in advance (by email, the support portal, Documentation, or the Cloud Service) of any intended additions or replacements to the list of Subprocessors, including the name, address, and role of the new Subprocessor.
- (b) If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessor’s processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to Qualtrics. Such termination will take effect at the time determined by Customer, but no later than 30 days after the date of Qualtrics’ notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this 30-day period, Customer is deemed to have accepted the new Subprocessor.
- (c) Within the 30-day period after the date of Qualtrics’ notice to Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions will not extend the period for termination and do not affect Qualtrics’ right to use the new Subprocessor after the 30-day period.
- (d) Any termination under this Section will be deemed to be without fault by either party and will be subject to the terms of the Agreement.

5.4 Emergency Replacement. Qualtrics may replace a Subprocessor without advance notice if the reason for the change is outside of Qualtrics’ reasonable control and prompt replacement is required for security or other

urgent reasons. Qualtrics will inform Customer of the replacement Subprocessor as soon as possible following its appointment, and Section 5.3 applies accordingly.

6. International Processing.

- 6.1** Qualtrics may process Personal Data, including by using Subprocessors, outside the country in which the Customer is located.
- 6.2** Customer will not collect Personal Data in a manner that would require any particular transfer mechanism to validate the transfer of Personal Data from one jurisdiction to another. Customer will notify Qualtrics in advance if any transfer mechanism is required for transfers of Personal Data. The parties will negotiate in good faith to incorporate such transfer mechanism into the Agreement if the transfer mechanism is required by Data Protection Law. If the transfer mechanism requirements can be met by entering into the European Standard Contractual Clauses, these will be the default transfer mechanism. Qualtrics will not be liable to Customer for any damages resulting from the parties' failure to put in place a transfer mechanism. Qualtrics will not be liable to Customer for any damages resulting from the parties' failure to include such a transfer mechanism in the Agreement.

Exhibit A Technical and Organizational Measures

1. TECHNICAL AND ORGANIZATIONAL MEASURES

1.1 Physical Access Control. Unauthorized persons are prevented from gaining physical access to premises, buildings, or rooms where data processing systems that process or use Personal Data are located.

Measures:

- Qualtrics protects its assets and facilities using the appropriate means based on the Qualtrics security policy.
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas, and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems, and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to Qualtrics buildings must register their names at reception and must be accompanied by authorized Qualtrics personnel.
- Qualtrics employees and external personnel must wear their ID cards at all Qualtrics locations.

Additional measures for Data Centers:

- All data centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms, and other measures to prevent equipment and data center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the data center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- Qualtrics and all third-party data center providers log the names and times of authorized personnel entering Qualtrics' private areas within the data centers.

1.2 System Access Control. Data processing systems used to provide the Cloud Service must be prevented from being used without authorization.

Measures:

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed through defined processes according to the Qualtrics security policy.
- All personnel access Qualtrics' systems with a unique identifier (user ID).
- Qualtrics has procedures in place so that requested authorization changes are implemented only in accordance with the Qualtrics security policy (for example, no rights are granted without authorization). In case personnel leave the company, their access rights are revoked.
- Qualtrics has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. For domain passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.
- The company network is protected from the public network by firewalls.
- Qualtrics uses up-to-date antivirus software at access points to the company network (for email accounts), as well as on all file servers and all workstations.

- Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to Qualtrics' corporate network and critical infrastructure is protected by strong authentication.

1.3 Data Access Control. Persons entitled to use data processing systems gain access only to Personal Data that they have a right to access, and Personal Data must not be read, copied, modified, or removed without authorization in the course of processing, use, and storage.

Measures:

- As part of the Qualtrics security policy, Personal Data requires at least the same protection level as "confidential" information according to the Qualtrics Information Classification standard.
- Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require to fulfill their duty. Qualtrics uses authorization concepts that document grant processes and assigned roles per account (user ID). All Customer Data is protected in accordance with the Qualtrics security policy.
- All production servers are operated in the data centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly checked. To this end, Qualtrics conducts internal and external security checks and penetration tests on its IT systems.
- A Qualtrics security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

1.4 Data Transmission Control. Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data must not be read, copied, modified, or removed without authorization during transfer. If data carriers are physically transported, adequate measures are implemented at Qualtrics to provide the agreed-upon service levels (for example, encryption and lead-lined containers).

Measures:

- Personal Data in transfer over Qualtrics internal networks is protected according to the Qualtrics security policy.
- When data is transferred between Qualtrics and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant agreement. This applies to both physical and network-based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of Qualtrics-controlled systems (e.g., data being transmitted outside the firewall of the Qualtrics data center).

1.5 Data Input Control. It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified, or removed from Qualtrics' data processing systems.

Measures:

- Qualtrics only allows authorized personnel to access Personal Data as required in the course of their duty.
- Qualtrics has implemented a logging system for input, modification and deletion, or blocking of Personal Data by Qualtrics or its subprocessors within the Cloud Service to the extent technically possible.

1.6 Job Control. Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the Agreement and related instructions of the customer.

Measures:

- Qualtrics uses controls and processes to monitor compliance with contracts between Qualtrics and its customers, subprocessors, or other service providers.
- As part of the Qualtrics security policy, Personal Data requires at least the same protection level as "confidential" information according to the Qualtrics Information Classification standard.

- All Qualtrics employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of Qualtrics' customers and partners.

1.7 Availability Control. Personal Data will be protected against accidental or unauthorized destruction or loss.

Measures:

- Qualtrics employs regular backup processes to provide restoration of business-critical systems as and when necessary.
- Qualtrics uses uninterrupted power supplies (e.g., UPS, batteries, generators, etc.) to protect power availability to the data centers.
- Qualtrics has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business-critical services as further set out in the Documentation or incorporated into the Order Form for the relevant Cloud Service.
- Emergency processes and systems are regularly tested.

1.8 Data Separation Control.

Measures:

- Qualtrics uses the technical capabilities of the deployed software (e.g., multi-tenancy, system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customer has access only to its own data.

1.9 Data Integrity Control. Personal Data will remain intact, complete, and current during processing activities.

Measures:

Qualtrics has implemented a multi-layered defense strategy as a protection against unauthorized modifications.

In particular, Qualtrics uses the following to implement the control and measure sections described above:

- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;
- External and internal penetration testing;

Regular external audits to prove security measures.

Order Form

Parties:	Office Remedies, Inc., dba ORI 171 Elden Street, Suite 160 Herndon, VA 20170 United States (“ORI”)	George Mason University 4400 University Dr Fairfax VA 22030 United States (“Customer”)
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Terms and Conditions agreed to with GMU (the “ Agreement ”). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, the terms of the Agreement will control.	
Attachments:	<ul style="list-style-type: none"> - Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit 	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	Net 30 days	
Additional Terms:		
To be completed by Customer		
Regional Data Center:		Purchase Order Number (if any):
Email Address for Invoice Submission:	tmehrman@gmu.edu	Shipping Address:
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:
		Attn: ORI Jay Yeo 171 Elden St., Suite 160, Herndon, VA United States 20170

ORI	Customer
By (signature):	By (signature):
Name:	Name:
Title:	Title:
Date:	Date:
ORI Contact:	Customer Primary Contact:
Name: Jay Yeo	Name: Cassandra Carter
Phone: 765-413-8897	Phone: 703-993-5870
Email: Jessica.Yeo@ORResults.com	Email: ccarte12@gmu.edu

Order Form

Fees Exhibit – Payable to ORI

License Details

Start Date	End Date	Term in Months
First date of the initial period in the table below	Last date of the final period in the table below	36

Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
28-Feb-2024 TO 27-Feb-2025	Cloud Professional	\$127,890.00 \$0.00	Effective Date	Net 30	Q-87033
28-Feb-2025 TO 27-Feb-2026	Cloud Professional	\$127,890.00 \$0.00	29-Jan-2025	Net 30	Q-87033
28-Feb-2026 TO 27-Feb-2027	Cloud Professional	\$127,890.00 \$0.00	29-Jan-2026	Net 30	Q-87033
Total		USD \$383,670.00			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Excess Use for Qualtrics

The Cloud Service is subject to Usage Metrics and volume specified in the Order Forms and Documentation. Any use of the Cloud Service that exceeds this scope shall incur additional fees. Fees accrue from the date the excess use began. Customer will execute an Order Form for additional quantities of the applicable Usage Metrics promptly upon Qualtrics' request, and/or pay any invoice for excess use, which will be sent on the next anniversary of the current annual period with net 30 payment terms. Customer will pay for excess use based on the per-metric pricing rate under this order form.

Order Form

Qualtrics Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Upon expiration of the full contract term as set out in the Fees Exhibit ("Initial Term") and each subsequent renewal term, the Cloud Service may be renewed following the initial thirty-six (36) months term for a successive one-year term with a price increase of no more than 5% upon mutual agreement in writing by both parties.

[Description of Services on following page]

**YEAR 1
Q-87033**

Qualtrics CLOUD SERVICE

CoreXM

CoreXM Users - Academic Research Student Wide : 32,980
CoreXM Use-Case Academic Research
CoreXM Responses - Academic Research Student Wide : 500,000

**YEAR 2
Q-87033**

CLOUD SERVICE

CoreXM

CoreXM Users - Academic Research Student Wide : 32,980
CoreXM Use-Case Academic Research
CoreXM Responses - Academic Research Student Wide : 500,000

**YEAR 3
Q-87033**

CLOUD SERVICE

CoreXM

CoreXM Use-Case Academic Research
CoreXM Responses - Academic Research Student Wide : 500,000
CoreXM Users - Academic Research Student Wide : 32,980

Qualtrics permits Customer to process a limited number of characters (as defined at <https://www.qualtrics.com/support/survey-platform/data-and-analysis-module/data/translate-text-responses>) through its translation functionality per subscription year ("**Translation Limit**") at no charge. Qualtrics, at its discretion, reserves the right to strictly enforce this limit.