



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

## STANDARD CONTRACT GMU-1001-24

This Contract entered on this **31st day of March, 2024** (Effective Date) by Terra Dotta, LLC hereinafter called "**Contractor**" (located at 1330 Environ Way, Chapel Hill, NC 27515 ) 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 SaaS solution for Study Abroad Management System for George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** Five year from the Effective Date with five (5) 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.

Description	Price
Study Abroad Annual Service Fee – <b>UNLIMITED</b> Applicants/Year 1	\$35,432.00
Study Abroad Annual Service Fee – <b>UNLIMITED</b> Applicants/Year 2	\$35,432.00
Study Abroad Annual Service Fee – <b>UNLIMITED</b> Applicants/Year 3	\$35,432.00
Study Abroad Annual Service Fee – <b>UNLIMITED</b> Applicants/Year 4	\$35,432.00
Study Abroad Annual Service Fee – <b>UNLIMITED</b> Applicants/Year 5	\$35,432.00
AlertTraveler Annual Service Fee – <b>UNLIMITED</b> Registration Codes/Year 1	\$22,226.00
AlertTraveler Annual Service Fee – <b>UNLIMITED</b> Registration Codes/Year 2	\$22,226.00
AlertTraveler Annual Service Fee – <b>UNLIMITED</b> Registration Codes/Year 3	\$22,226.00
AlertTraveler Annual Service Fee – <b>UNLIMITED</b> Registration Codes/Year 4	\$22,226.00
AlertTraveler Annual Service Fee – <b>UNLIMITED</b> Registration Codes/Year 5	\$22,226.00
Payment Gateway Interface Annual Fee/Year 1	\$607.00
Payment Gateway Interface Annual Fee/Year 2	\$607.00
Payment Gateway Interface Annual Fee/Year 3	\$607.00
Payment Gateway Interface Annual Fee/Year 4	\$607.00
Payment Gateway Interface Annual Fee/Year 5	\$607.00

- V. **CONTRACT ADMINISTRATION:** **Tom Butler** 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](mailto: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](mailto:acctpay@gmu.edu), whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
- A. This signed Contract;
  - B. Data Security Addendum (attached);
  - C. Terra Dotta SaaS Agreement
  - D. Negotiation Responses dated January 19, 2024 – February 26, 2024 (attached);
  - E. RFP No. GMU-GMU-1001-24, in its entirety (attached);
  - F. Contractor's proposal dated September 1, 2023 (attached).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the "*Governing Rules*" and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.
- Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(s) and shall fully and independently administer its use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Contract or execution of a separate agreement is required to participate; however, the participating entity and the Contractor may modify the terms and conditions of the contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.
- The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances. Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.
- X. **STANDARD TERMS AND CONDITIONS:**
- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted

pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

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

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

1. During the performance of this Contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - 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: Section 5(b):(a) Either party may terminate this Agreement or a Commercial Terms Exhibit if the other party materially breaches this Agreement or such Commercial Terms Exhibit and such breach is not cured within thirty (30) days after written notice. Section 5(d): If Client terminates a Commercial Terms Exhibit for convenience, or if Terra Dotta terminates a Commercial Terms Exhibit due to Client's material breach, then all fees that would have come due under the current term of such Commercial Terms Exhibit shall become due and payable to Terra Dotta upon receipt of an invoice from Terra Dotta.
- 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 collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
    - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
    - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
  3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-

free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, “drug-free workplace” covers all sites at which work is done by Contractor in connection with this Contract.

T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.

U. **EXPORT CONTROL:**

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

- a. notify Mason (by sending an email to [export@gmu.edu](mailto: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](mailto:export@gmu.edu) .

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

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

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

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



equipment delivered.

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

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

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

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

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, 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.

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

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

by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

- 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 five (5) 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 lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
  2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.



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

- LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
  2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and 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.

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

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

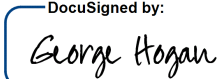
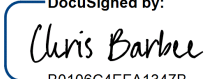
RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party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

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software

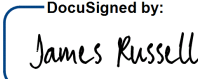
involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

- SS. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.
- TT. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

**Terra Dotta**

DocuSigned by:	
	
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Signature	
Name: <u>George Hogan</u>	<u>Chris Barbee</u>
Title: <u>Chief Sales Officer CFO</u>	
Date: <u>4/18/2024</u>	<u>4/18/2024</u>

**George Mason University**

DocuSigned by:

2F61E096C77E4DC...
Signature
Name: <u>James Russell</u>
Title: <u>Purchasing Director</u>
Date: <u>4/23/2024</u>

## Data Security Addendum for inclusion in GMU-1001-24 with George Mason University (the “University”)

This Addendum supplements the above-referenced Contract between the University and Terra Dotta, LLC (“Vendor”) effective March 31, 2024 (the “Contract”). It is applicable only in those situations where the Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University’s Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

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

### 1. Definitions

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

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

### 2. Data Security

- a. In addition to the security requirements stated in the Contract, Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Vendor’s use of Protected Data include the storing, processing or transmitting of credit card data for the University, Vendor represents and warrants that for the life of the Contract and while 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](http://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. 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 Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. 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. 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 Vendor in the event 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, Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign

Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

#### 4. Insurance

- a. In addition to the insurance requirements outlined in the Contract, 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.

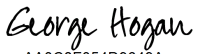
#### 5. Security Breach

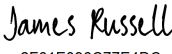
- a. Liability. Subject to Section 11 (a) in the Contract, and in addition to any other remedies available to the University under law or equity, Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year's credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

#### 6. Audits

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

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

DocuSigned by:  
**Terra Dotta**  
  
 AA068F054D9643A...  
 Signature  
 George Hogan  
 Name: \_\_\_\_\_  
 Chris Barbee  
 Name: \_\_\_\_\_  
 Title: Chief Sales Officer CFO  
 Title: \_\_\_\_\_  
 Date: 4/18/2024  
 Date: 4/18/2024

DocuSigned by:  
**George Mason University**  
  
 2F64E096C77E4DC...  
 Signature  
 James Russell  
 Name: \_\_\_\_\_  
 Title: Purchasing Director  
 Title: \_\_\_\_\_  
 Date: 4/23/2024  
 Date: \_\_\_\_\_



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this “**Agreement**”) is entered into as of March 31, 2024 (the “**Effective Date**”), by and between Terra Dotta, LLC, a North Carolina limited liability company having a place of business at 1330 Environ Way, Chapel Hill, North Carolina 27517 (“**Terra Dotta**”) and **George Mason University** with its principal address of 4400 University Drive, Fairfax, Virginia 22030 (“**Client**”).

### 1. Introduction.

(a) This Agreement supersedes and replaces in their entirety the previously executed Software as a Service Agreement dated April 16, 2020, and all related schedules, amendments and statements of work between the parties (the “**Prior Agreements**”).

(b) Under the terms of this Agreement, Terra Dotta will provide Client on a “software as a service” basis with use and access of certain software which, together with the implementation, consulting, hosting and support services provided by Terra Dotta, and all updates to these items made available hereunder, shall constitute the “**Service**.” The parties will agree from time to time on one or more Commercial Terms Exhibits (each, an “**Exhibit**”) and/or Schedules (each, a “**Schedule**”) that reference this Agreement and that provide information and terms regarding the Service and associated fees. The term “**Software**” means Terra Dotta’s proprietary software identified in the applicable Exhibit and made available to Client on a hosted basis as part of the Service, all user manuals, guides and other documentation for the Software (“**Documentation**”) made available to Client, and all updates and new versions of all such items. Terra Dotta may provide or perform certain parts of the Service through third-party vendors and subcontractors, including third-party technology hosting facilities.

### 2. Service.

(a) Terra Dotta will provide the Service to Client during the term of the applicable Exhibit or Schedule, subject to the terms herein and in such Exhibit or Schedule. Client may use and access the Service and Software solely through one or more Terra Dotta-designated web sites (“**Sites**”). Client’s rights to use the Service are non-exclusive and non-transferable. Client agrees to comply with all applicable federal, state, local and foreign laws, rules and regulations in connection with its use of the Service, and to not use the Service in support of any criminal, fraudulent, or illegal endeavors.

(b) The Service may be used and accessed for Client’s own purposes and only by: (i) Client’s employees and authorized agents and Client’s independent contractors while doing work for Client, (ii) students enrolled at Client or in a program associated with Client, and (iii) other persons interested in enrolling at Client or in a program associated with Client, each using the Service for its intended purpose (i, ii and iii users together, the “**Authorized Users**”). Independent contractors may use the Service only for the benefit of Client and not for their own or any other company’s business operations.

(c) Client acknowledges that Terra Dotta maintains Terms of Use for the Service, located at <http://www.terraddotta.com/terms-of-use.html> (the “**Terms of Use**”), and that Authorized Users will be required to accept the Terms of Use. Client will not take any steps to hinder or prevent Authorized Users from accepting the Terms of Use, or to restrict Terra Dotta’s enforcement of the Terms of Use with respect to Authorized Users. For clarity, nothing in the Terms of Use will modify the terms of this Agreement, and in the event of any conflict between the Terms of Use and the terms of this Agreement as applied to Client’s employees, authorized agents, and any independent contractors, the terms of this Agreement shall apply.

(d) Terra Dotta will use best commercial efforts to make the Service available on a 24 hours a day, 7 days a week, and 365 days a year basis, subject to Section 13(e) below and excluding downtime for maintenance purposes.

(e) Terra Dotta regularly changes and enhances the Service and may modify the Service from time to time without notice to Client.

(f) Terra Dotta will not be obligated to provide any services not set forth in this Agreement, an Exhibit, or Schedule. However, upon agreement in writing in any Exhibit or Schedule to this Agreement, a separate Statement of Work, or other such writing approved by Client, Terra Dotta shall provide additional services (“**Additional Services**”) at Terra Dotta’s then-current rates. Additional Services include, but are not limited to the following: (i) on-site service of any kind; (ii) installation, data conversion, or system integration services; (iii) consulting; (iv) custom development; (v) technical services; (vi) service or maintenance of third-party software, operating software, hardware, or other equipment; (vii) services caused by Client’s fault, misuse, negligence or failure to perform Client’s responsibilities; and (viii) services caused by a malfunction of or problem with any product or goods other than those licensed by Terra Dotta.

(g) Client agrees that Terra Dotta is not a party to, and is not liable for breaches of, any Third-Party Agreement. Terra Dotta assumes no obligation or liability for: (A) the functionality or performance of Third-Party Services, including their content, accuracy, or reliability, or (B) the acts and omissions (including with respect to privacy practices) of the suppliers of Third-Party Services. Client acknowledges that a Third-Party Agreement might give the applicable third-party supplier rights with respect to Authorized User data beyond those allowed by this Agreement, the Terms of Use or Terra Dotta’s Privacy Policy. Terra Dotta does not guarantee that a third-party supplier will comply with its agreement with Terra Dotta or its Third-



Party Agreement with Client or any Authorized User. Client further acknowledges and agrees that Terra Dotta may, without penalty or liability, terminate, suspend or block any Third-Party Services or any individual Authorized User's use or access to Third-Party Services if Terra Dotta believes in good faith that such use or access will have an adverse effect on Terra Dotta, the Service or the Software.

### 3. **Support and Maintenance.**

(a) Terra Dotta will provide general advice on the operation and use of the Service to Client's designated Contact Persons (defined below) and assistance with suspected failures of the Service to operate substantially in accordance with the Documentation ("**Errors**") that are reported to Terra Dotta. If a reported Error causes the Service or any material part to be inoperable, or if such Error substantially adversely affects Client's use of the Service, Terra Dotta will use best commercial efforts either to correct the Error or to provide a workaround as expeditiously as possible. Terra Dotta does not warrant or represent that all Errors can and will be corrected. Certain Errors may be addressed by reasonable workarounds or updated Documentation.

(b) Client agrees to provide end-user support to Authorized Users of the Service. When Authorized Users encounter a problem with the Service, they must seek assistance from Client's support contacts. Client may designate up to six (6) individuals (collectively, "**Contact Persons**") to communicate with Terra Dotta on support questions. Before contacting Terra Dotta with a question, a Client Contact Person shall recreate and verify the alleged problem and shall take reasonable steps to resolve the question, including without limitation, by reviewing the Documentation or searching Terra Dotta's knowledge-base system and other support resources. If a Contact Person can replicate the problem (e.g., using a different computer, browser and/or login ID), the problem should be referred to Terra Dotta by Client through Terra Dotta's support website (<http://support.terradotta.com>). Terra Dotta shall have reasonable access to Client's staff, system, passwords and data and Client shall provide information and perform tasks as reasonably requested by Terra Dotta to aid in the resolution of Errors.

(c) Terra Dotta may identify technical or other issues arising from: (i) non-Terra Dotta hardware or software; or (ii) improper use, operation, or neglect of the Service. In such cases, Terra Dotta reserves the right to charge Client for correcting such issues at then-current rates for Additional Services.

(d) Technical requirements for use of the Service are found at <https://techdocs.terradotta.com/specifications/system-requirements> as may be updated from time to time.

(e) All support Services will be provided in English.

### 4. **Client Responsibilities.**

(a) Client agrees that all user information provided to Terra Dotta by Client and Authorized Users, whether for purposes of obtaining a username and password or otherwise, will be accurate and complete in all respects. Client further acknowledges that it is solely responsible for maintaining the confidentiality of its Authorized Users' user names and passwords. Only one individual may access the Service at the same time using the same username and password. Client agrees to notify Terra Dotta immediately of any actual or suspected unauthorized use of any Authorized User's email address, username or password, or any other actual or suspected breach of security regarding the Service of which Client becomes aware. Client shall be fully responsible for use of the Service by Authorized Users and their compliance with the terms of this Agreement.

(b) Client is responsible for any violation of this Agreement or the Terms of Use by Authorized Users. Client agrees to promptly notify Terra Dotta if Client becomes aware of any actual or suspected Authorized User's breach of this Agreement or the Terms of Use.

(c) Client is solely responsible for the accuracy and sufficiency of information and materials input or delivered by Client or its Authorized Users, including any Personal Data, as part of the Service (the "**Client Data**"), and acknowledges that Terra Dotta has no responsibility or intent to review or monitor any Client Data. For the purposes of this Agreement, "**Personal Data**" is information about an Authorized User, such as first and last name, user name and password, credit card and/or banking information, date of birth, social security or other government generated identification number, gender, home address, work address, education, work history, telephone numbers, fax numbers, email addresses, medical record numbers, health plan beneficiary number, education history, employment, certificate/license number, vehicle identification number, device identifiers or serial numbers, Internet Protocol (IP) address, finger or voice prints, photographic images, information bearing on creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, any online identifiers or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity, or any other characteristic that would uniquely identify such Authorized User. Client understands and agrees Terra Dotta has no liability for any Client Data lost or destroyed while Client or its Authorized Users access and/or use the Service, and it is Client's responsibility to maintain a backup of any Client Data input or delivered by Client or its Authorized Users as part of the Service.

(d) Client will provide Terra Dotta with cooperation, information, resources, access to Client-owned and licensed systems, as outlined in this Agreement and any applicable Exhibit, Schedule, or Statement of Work, and as reasonably requested from time to time by Terra Dotta as necessary for Terra Dotta to perform its obligations under this Agreement. Terra Dotta is not responsible or liable for any delays or failures to perform based on Client's failure to provide any of the foregoing items.

(e) Client understands that successful use of the Service is dependent on Client's use of proper procedures and systems. Client shall be solely responsible for all decisions made using the Service, and acknowledges and agrees that the Service is strictly a tool to be used in conjunction with good and reasonable business judgment by competent personnel.

## 5. Term; Termination.

(a) This Agreement is effective beginning on the Effective Date and, unless sooner terminated as herein provided, will continue until terminated as set forth herein (the "**Agreement Term**"). Each Commercial Terms Exhibit will specify an initial term (the "**Initial Term**") of the subscribed Service.

(b) Either party may terminate this Agreement or a Commercial Terms Exhibit if the other party materially breaches this Agreement or such Commercial Terms Exhibit and such breach is not cured within thirty (30) days after written notice.

(c) Either party may terminate this Agreement if: (i) the other party ceases to carry on business; (ii) the other party is insolvent or is otherwise generally not paying its debts as they become due; or (iii) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within 60 days after filing.

(d) For the avoidance of doubt, Client may terminate a Commercial Terms Exhibit or this Agreement for convenience; provided that if all Commercial Terms Exhibits under this Agreement have expired or been terminated, then either party may terminate this Agreement upon written notice to the other party. If Client terminates a Commercial Terms Exhibit for convenience, or if Terra Dotta terminates a Commercial Terms Exhibit due to Client's material breach, then all fees that would have come due under the current term of such Commercial Terms Exhibit shall become due and payable to Terra Dotta upon receipt of an invoice from Terra Dotta. The parties acknowledge that Terra Dotta's actual damages arising from such termination would be difficult to determine with accuracy and the parties agree that the payment obligation in the prior sentence is a reasonable estimate of Terra Dotta's damages and not a penalty.

(e) Nothing in this Section will limit Terra Dotta's rights under the Terms of Use to terminate, suspend or block any individual Authorized User's use of all or part of the Service if Terra Dotta believes in good faith that such Authorized User has breached the Terms of Use.

(f) Sections 4(b), 6(a), 7(a), 7(b), 8, 9, 10, 11(a), 12, and 13 of this Agreement shall survive termination or expiration of this Agreement. Termination of this Agreement will not affect any accrued rights or liabilities of either party.

(g) Within 30 days following termination of a Commercial Terms Exhibit, Terra Dotta will permit Client to export Client Data using the export capabilities of the Software or will provide Additional Services at Terra Dotta's then-current rates to transition data to Client, as indicated by Client at the time of termination. On or about thirty (30) days after termination, Terra Dotta will destroy Client Data in a manner consistent with industry best practice techniques.

## 6. Fees.

(a) Client shall pay Terra Dotta the amounts set forth in any Exhibit, Schedule, and in any Statement of Work, in accordance with the terms set forth herein. Unless otherwise set forth in an Exhibit, Schedule, or a Statement of Work, Service subscription fees are payable in advance and all invoices will be due within thirty (30) days after invoice date. If a payment becomes thirty (30) days or more overdue, and has not been reasonably disputed by Client, Terra Dotta reserves the right to suspend Client's access to all or any part of the Service without liability to Terra Dotta, until payment is made in full. All payments shall be made in United States dollars and are non-refundable. Terra Dotta does not accept credit card payments.

(b) If Client claims tax-exempt status for any purpose in connection with this Agreement, Client represents and warrants that it is a tax-exempt entity and will provide Terra Dotta upon request with a correct copy of Client's tax-exempt certification. Otherwise, Client agrees to pay all sales, use, excise, VAT, and other taxes based on this Agreement, excluding taxes based on Terra Dotta's net income.

## 7. Intellectual Property.

(a) Client agrees that Terra Dotta and its third party licensors own all right, title and interest, including copyright, patent, trade secret, and all other intellectual property rights, (i) in the Service, the Software, and the Sites, including but not limited to structure, organization, design, algorithms, templates, data models, flow charts, logic flow, screen displays, and report formats associated therewith; and (ii) in and to any suggestions, ideas, enhancement requests, recommendations, or other feedback provided by Client or Authorized Users relating to the Service, Software, or the Sites (without additional consideration beyond initial access to the Sites). Terra Dotta reserves all rights to the Service and Software not specifically granted herein. All Client Data shall remain the exclusive property of its owner.

(b) Client will not: (i) reverse engineer, decompile or disassemble the Software, and will not otherwise attempt to reconstruct or discover the source code or underlying algorithms for the Software; (ii) provide, lease, lend, rent, sell or use for timesharing, service bureau or hosting purposes or otherwise use or allow others to use the Service or Software for the benefit of third parties; or (iii) copy, modify, translate, distribute, disclose, sublicense, create derivative works from, transfer, display, or unbundle any of the Software or Service.

(c) Client hereby grants to Terra Dotta, during the Agreement Term, an irrevocable, royalty-free right and license to use for the purposes specified in this Agreement all Client Data and other materials, software, and data provided by Client to Terra Dotta in connection with this Agreement.

(d) If any third-party action, suit or proceeding is brought against Client which alleges that the Service infringes any third party copyright or patent in force in the United States, or misappropriates a third party trade secret enforceable in the United States, or if an injunction or order is obtained against the use of the Service due to infringement allegations, or if the Service is likely to become the subject of such an injunction or order, Terra Dotta has the right at its sole option and expense to: (i) modify or replace the Service to be non-infringing while preserving substantially similar functionality of the original Service; (ii) obtain the right to continue providing the Service; or (iii) if (i) and (ii) are commercially impracticable, terminate the infringing Service and refund to Client the fees paid to Terra Dotta for the Service in advance, pro-rated to reflect prior usage of the Service, provided that (i) Client notifies Terra Dotta promptly in writing of the claim, (ii) Terra Dotta has control of the defense and all related settlement negotiations, and (iii) Client provides Terra Dotta with all commercially reasonable assistance, information and authority to perform the above at Terra Dotta's expense. George Mason University reserves the right to be represented by its own counsel in the defense of any such suit, action, or proceeding at its own expense and in accordance with Code of Virginia §2.2-507. Moreover, the compromise or settlement of any such claim must be approved in accordance with Code of Virginia Section §2.2-514 to the extent it does, or would implicate the University. The foregoing indemnity shall not apply if the alleged infringement is attributable to: (i) the combination of the Service with any products not provided by Terra Dotta (including Third-Party Services provided in TD Connect) if the alleged infringement would not exist but for such combination, (ii) if the Service is modified or altered by any person or entity other than Terra Dotta, (iii) if the Service is used outside the scope of this Agreement, or (iv) written specifications or requirements provided by Client to Terra Dotta. THIS SECTION STATES TERRA DOTTA'S SOLE LIABILITY TO CLIENT WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.

8. (e) To the extent provided by the laws of the Commonwealth of Virginia, Client shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Contract. Terra Dotta agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to persons not a party to this Contract. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require Mason to indemnify, defend, or hold harmless Terra Dotta for claims brought against Terra Dotta. **Confidentiality.**

(a) "Confidential Information" means any information or data, including without limitation, any formula, pattern, compilation, program, device, method, technique, or process, that is identified by either party in writing as confidential or is of such a nature that a reasonable person would understand such data and/or information to be confidential that is disclosed by one party (a disclosing party) to the other party (a receiving party) pursuant to this Agreement, so long as such information is subject to reasonable efforts by the disclosing party to preserve its confidentiality. Confidential Information of Terra Dotta includes, but is not limited to, the terms of this Agreement; the Software, as well as the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software; the Documentation; and Terra Dotta's pricing, sales and training materials and procedures. Confidential Information of Client includes (i) student education records as protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and defined in 20 U.S.C. § 1232g(a)(4)(A)(i), (ii) protected health information as protected by the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d) ("HIPAA"), and (iii) with respect to individuals that hold legal or resident status in the European Economic Area ("EEA"), or have rights afforded to them in the EEA, the processing of Personal Data and the free movement of such data, shall be as provided for under GDPR (as defined in the GDPR Data Processing Addendum), as each may be amended from time to time. Confidential Information does not include information that: (i) is or becomes publicly known or available without breach of this Agreement; (ii) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (iii) was previously known by the receiving party as shown by its written records.

(b) A receiving party agrees, except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, or allow a third-party access to the Confidential Information, except for third-party contractors and service providers working for the receiving party under terms of confidentiality substantially the same as the confidentiality terms herein. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall use its best efforts to inform the other party prior to any such required disclosure.

(c) Notwithstanding anything to the contrary herein, Client agrees that Terra Dotta may: (i) derive and compile from the provision of the Service certain de-identified, aggregate and/or analytical data, which shall not contain any Client-specific or any individually identifying information, and (ii) use this data for Terra Dotta's own purposes and without restriction, including, but not limited to, using the data in conjunction with data from other sources to improve Terra Dotta's products and services and create new data models and products.

(d) Each party acknowledges and agrees that any violation of this Section or the intellectual property rights of Terra Dotta may cause the disclosing party irreparable injury for which the disclosing party would have no adequate remedy at law, and that the disclosing party may be entitled to seek preliminary and other injunctive relief against the receiving party for any such violation. Such injunctive relief may be in addition to, and in no way in limitation of, all other remedies or rights that disclosing party shall have at law or in equity.

(e) Upon the termination of this Agreement, the receiving party will return to the disclosing party or destroy, and certify such destruction to the disclosing party, all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party. Notwithstanding the foregoing, the parties shall not be obligated to erase Confidential Information that is contained in an archived computer system backup that was made in accordance with a party's security and/or disaster recovery procedures; provided, however, that any such Confidential Information contained in such archived computer system backup shall be subject to the terms and conditions of this Agreement.

(f) Notwithstanding the aforementioned, Mason is required by law to comply with the requirements of the VFOIA (Code of Virginia § 2.2-3700, et seq.). As such, certain Confidential Information related to this Contract may be subject to disclosure under the VFOIA.

## 9. Data Protection and Security.

(a) In the course of providing the Service, Terra Dotta may have access to Client Data that contain student education records as defined under FERPA. To the extent that FERPA applies to the Service, the parties agree that, for the purposes of this Agreement, Terra Dotta is a "school official" under FERPA. Terra Dotta agrees that it shall use Client Data that may contain student education records solely as allowed by this Agreement. To the extent applicable, Client, for itself and any Authorized Users, shall be the sole data controller and responsible for complying with all applicable data protection or similar laws such as GDPR and laws that regulate the processing of Personal Data and special categories of data as such terms are defined in under GDPR. Client agrees to obtain all necessary consents and make all necessary disclosures before providing Personal Data via the Service.

(b) Client shall, for itself and on behalf of any Authorized Users, comply with all applicable local, state, federal and foreign laws in connection with its use of the Service, including, but not limited to, those laws related to data privacy, international communications, and the transmission of technical or personal data. Client shall immediately provide Terra Dotta with copies of all communications with any governmental, regulatory, or industry authority relating to the Service, or the violation of any laws related to the Service.

(c) Terra Dotta will use best commercial administrative, technical and physical security measures to maintain the confidentiality of Client Data. Access to Client Data by Terra Dotta will be limited to Terra Dotta personnel with a need to know.

(d) Terra Dotta will maintain an information security program, including security policies, standards and procedures (collectively, "**Information Security Policy**"). All Terra Dotta personnel will undergo training on the Terra Dotta Information Security Policy. Terra Dotta will perform an independent, external security evaluation, audit, or review on a regular basis (but no less than annually).

(e) In the event Terra Dotta becomes aware that an unauthorized person has accessed Client Data, or a security breach has occurred affecting Client Data held in the Service, Terra Dotta will promptly (within one business day) notify Client of the breach and take steps to limit and mitigate such breach to the extent possible.

(f) Unless otherwise agreed in writing by Terra Dotta, Terra Dotta is not obligated to provide access to data held in the Service regarding Authorized Users except through tools and features generally made available through the Service.

## 10. Warranties and Disclaimers.

(a) Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder.

(b) Terra Dotta warrants that the Service will substantially conform to the Documentation provided in connection with the Service. Client's sole and exclusive remedy for breach of this warranty is for Terra Dotta to use best commercial efforts to cause the Service to conform in accordance with the support and maintenance terms of this Agreement.

(c) Client represents and warrants that all Client Data provided to Terra Dotta in connection with Client's use of the Sites and the Service: (i) is owned by Client, or Client has the full right to provide Client Data to Terra Dotta; (ii) does not infringe or misappropriate any copyright, trademark, trade secret or other intellectual property right; (iii) does not violate any person's right of privacy or publicity; and (iv) does not contain any unlawful, obscene, defamatory or libelous material. Client further represents and warrants that its use of Client Data on the Sites or in connection with the Service is not in breach of any confidentiality obligation that Client has to any other person or entity.

(d) Terra Dotta does not warrant that the Service will operate uninterrupted or error-free. To the extent that data is being transmitted over a cell phone network, the Internet or Client's network, Client acknowledges that Terra Dotta has no control over the functioning of the Internet, or any phone, cellular or other non-Terra Dotta network and Terra Dotta makes no representations or warranties of any kind regarding the performance of any such networks. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TERRA DOTTA AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING AS A RESULT OF CLIENT USAGE IN THE TRADE OR BY COURSE OF DEALING.**

(e) Terra Dotta may from time to time provide as part of the Service interfaces to third party software, systems, databases and services (collectively, "**Third-Party Systems**"). Terra Dotta reserves the right to charge additional fees for

providing and supporting interfaces. Unless otherwise agreed in writing by Terra Dotta, Client is solely responsible for obtaining any permissions and consents from third-party vendors necessary for Terra Dotta to deliver any interfaces to Third-Party Systems that have been acquired by Client. Client acknowledges that Terra Dotta has no control over Third-Party Systems and accordingly Client acknowledges and agrees that Terra Dotta makes no representations or warranties of any kind and assumes no liability regarding its interfaces to Third-Party Systems.

#### 11. **Liability; Insurance.**

(a) Client agrees that the aggregate liability of Terra Dotta and its suppliers relating to this Agreement and the Service shall be limited to the amount of fees actually received by Terra Dotta from Client under this Agreement during the one-year period immediately preceding the event which gave rise to the claims. In no event shall either party be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if such party is told that any of such damages may occur.

(b) Terra Dotta, at its own cost and expense, shall obtain and maintain in force during the Agreement Term, the following insurance coverage issued by insurance companies with an A.M. Best rating of "A" or better or the functional equivalent: (i) a policy of commercial general liability insurance to afford protection to the limit of US\$1,000,000 with respect to bodily injury or death and US\$2,000,000 of general aggregate and products liability; (ii) a policy of Technology Errors & Omissions liability insurance which includes cyber liability coverage with a minimum limit of US\$2,000,000 per incident, for the entire term of the contract; (iii) if an automobile is to be used by Terra Dotta in performing Additional Services for Client, a policy of comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of this Agreement with such policy to afford protection to the limit of US\$1,000,000 per occurrence with respect to bodily injury, death or property damage for any one accident; and (iv) a policy of Worker's Compensation insurance covering all officers, employees or agents of Terra Dotta who are in any way engaged in or connected with the performance of services for Client and Employers Liability insurance in the amount of US\$500,000.

#### 12. **Assignment.**

Neither Client nor Terra Dotta may assign or otherwise transfer this Agreement without the prior written consent of the other party, except that such consent shall not be necessary in connection with the sale of all or substantially all of Terra Dotta's business or portion of Terra Dotta's business to which this Agreement relates, so long as such acquirer is not a competitor of Client. Any permitted assignee must agree in writing to the terms of this Agreement.

#### 13. **Other Provisions.**

(a) The parties are independent contractors, and nothing in this Agreement shall be construed as creating a joint venture, partnership, agent or employment relationship between Terra Dotta and Client.

(b) Any notice or other communication required or permitted in this Agreement shall be in writing and delivered to the addresses listed on the first page of this Agreement either: (i) by personal delivery; (ii) by certified mail; or (iii) by recognized express courier and shall be effective upon receipt.

(c) This Agreement, including any Exhibits, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof. Client specifically acknowledges and agrees that, in entering into this Agreement, Client has not relied on any information or promises that are not specifically set forth in this Agreement. Terra Dotta will have no obligation to provide any services, software, networking, or hardware related to any item on an Exhibit except as specifically set forth in this Agreement. This Agreement may not be modified or waived except in a written document, signed by both parties. Any additional or conflicting terms on any purchase order for any products or services covered by this Agreement shall be void and without effect unless agreed to in a separate writing signed by both parties.

(d) **Applicable Law.**

(i) This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without giving effect to its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sales of Goods does not apply this Agreement.

(ii) Each party shall attempt in good faith to resolve any controversy, claim or dispute of whatever nature arising out of or relating to this Agreement ("**Dispute**") promptly by negotiation between executives or managers who have authority to settle the Dispute and who are at a higher level of management within each of the parties' organizations than the parties' normal project managers. Each party shall provide the other with all information and documentation relied upon by the party to substantiate its position with respect to the Dispute.

(e) Neither party shall be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond its reasonable control, including but not limited to war, sabotage, insurrection, riot or other act of civil disobedience, act of any government affecting the terms hereof, acts of terrorism, accident, fire, explosion, flood, hurricane, severe weather or other act of God, or failure of telecommunication or internet service providers.

(f) Neither the Service, Software, nor any direct product thereof or technical data related thereto, shall be exported or re-exported by Client in violation of any export or import regulations of the United States or any other applicable jurisdiction,

including but not limited to the United States Export Administration Regulations and end-user, end-use, and country destination restrictions issued by the United States and other governments.

(g) There are no intended third-party beneficiaries of this Agreement, and nothing in this Agreement may be relied upon by, or shall benefit, any party other than Terra Dotta and Client.

(h) If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability shall not affect the other provisions of the Agreement and all provisions not affected shall remain in full force and effect. Both parties will attempt to substitute with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

(i) Headings to clauses are for ease of reference only and will not affect the interpretation of this Agreement. This Agreement may be executed in any number of counterparts and by the parties upon different counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same agreement.

(j) Terra Dotta is an Equal Opportunity Employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or protected veteran status and will not be discriminated against on the basis of disability. To the extent applicable, each party will comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

**TERRA DOTTA, LLC**

DocuSigned by:  
By: George Hogan  
AA0C8F054D9649A...  
Name: George Hogan  
Title: Chief Sales Officer  
Date: 4/18/2024

**George Mason University**

DocuSigned by:  
By: James Russell  
2F61E096C77E4DC...  
Name: James Russell  
Title: Purchasing Director  
Date: 4/23/2024

**TERRA DOTTA, LLC**

DocuSigned by:  
By: Chris Barbee  
B0106C4EFA1347B...  
Name: Chris Barbee  
Title: CFO  
Date: 4/18/2024





## GDPR DATA PROCESSING ADDENDUM

This Data Processing Addendum (this “**Addendum**”) is by and between Terra Dotta, LLC (“**Terra Dotta**”) and **George Mason University** (“**Client**”). This Addendum (i) applies if Client is a data controller subject to GDPR (defined below) and Terra Dotta is its data processor with respect to Personal Data, and (ii) contains additional terms relating to privacy and security. This Addendum serves as an amendment to the Software as a Service Agreement (the “**Agreement**”) entered into by the parties. Capitalized terms used in this Addendum but not defined have the meaning set forth in the Agreement or under GDPR, as applicable.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. As used herein the following terms shall have the following definitions:
  - a. “**controller**”, “**processor**”, “**data subject**”, “**personal data**” and “**processing**” (and “**process**”) shall have the meanings given in Privacy Laws, as applicable to the processing of Client Personal Data under the Agreement.
  - b. “**Client Personal Data**” means personal data supplied by Client or its users to Terra Dotta in connection with the Terra Dotta Services provided under the Agreement.
  - c. “**GDPR**” means the General Data Protection Regulation, Regulation (EU) 2016/679.
  - d. “**Terra Dotta Software**” means Terra Dotta’s standard software solution that assists institutions in managing study abroad and international education programs and international travel by its students, faculty and personnel.
  - e. “**Privacy Laws**” means all applicable U.S. and international laws that regulate the use, disclosure and processing of personal data. Privacy Laws include as applicable GDPR and other applicable laws that specify privacy, data protection, security or security breach notification obligations that apply to personal data.
  - f. “**Terra Dotta Services**” means the Software-as-a-Service, hosting, technical support and other services provided by Terra Dotta to Client, solely to the extent agreed by the parties pursuant to the Agreement.
2. Roles of the Parties under GDPR. The parties acknowledge and agree that Client is the controller and Terra Dotta is a processor with regard to the processing by Terra Dotta of Client Personal Data under the Agreement. The subject matter, nature and purpose of Terra Dotta’s processing are limited to providing the Terra Dotta Services under the Agreement. The duration of the processing is the term of the Agreement. Data subjects include authorized users of Client as defined in the Agreement.

The Contracting Institutions are responsible for compliance with their own national legislation regarding the processing and transferring of personal data by or on behalf of each Contracting Institution for the purposes of administering and delivering the Study Abroad Program, monitoring and evaluating the Study Abroad Program and feedback on student performance. Contractor will comply with the GDPR (General Data Protection Regulation Act) and complementary relevant national legislation, and George Mason University shall comply with the relevant national legislation of the United States.

The Contracting Institutions will be responsible for ensuring that a suitable agreement exists between them and students that legitimizes the transfer of personal data between both Contracting Institutions, for the purposes set out within this agreement, or where that is not possible, or permissible in law that the express written consent is obtained from students on the Study Abroad Program to the processing of their personal data by or on behalf of each Contracting Institution for the purposes of administering and delivering the Study Abroad Program, monitoring and evaluating the Study Abroad Program and feedback on student performance. Such agreements or consents shall legitimize the transfer of personal data for these

purposes outside the European Economic Area ("the EEA"). Each Contracting Party shall (i) take appropriate technical and organizational security measures to prevent unauthorized or unlawful processing of those personal data and to prevent accidental or unlawful loss, alteration or destruction of, or damage or access to the same; and (ii) not transfer any such data to any entity that is not subject to this Agreement, without first having notified the other party in writing.


3. Instructions for Processing. Terra Dotta shall process Client Personal Data only to provide Terra Dotta Services in accordance with the Agreement and this Addendum, which the parties agree serve as Client's documented instructions. Client may provide additional instructions to Terra Dotta to process Client Personal Data, provided that Terra Dotta shall be obligated to perform such additional instructions only if they are required under applicable law and consistent with the terms and scope of the Agreement and this Addendum. Client represents and warrants that any instructions provided by Client do not violate any Privacy Laws, and Client will indemnify Terra Dotta for all costs (including reasonable attorney fees) Terra Dotta may incur if Client instructions do violate Privacy Laws.
4. Terra Dotta Personnel. Terra Dotta shall require its personnel who have access to Client Personal Data to: (a) receive appropriate training on their responsibilities regarding the handling and safeguarding of Client Personal Data, and (b) agree to comply with confidentiality obligations that survive the termination of such personnel's employment.
5. Security Measures. Client and Terra Dotta each shall maintain (taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons), appropriate technical and organizational measures to protect against loss, alteration, unauthorized disclosure of, or access to Client Personal Data.
6. Compliance with Privacy Laws. Client and Terra Dotta each agree to comply with all Privacy Laws. As between the parties, Client shall be solely responsible for the accuracy, quality, and legality of Client Personal Data and the means by which Client obtained Client Personal Data.
7. Standard Contractual Clauses. Both Terra Dotta and Client acknowledges and agree that they each act as separate data controllers for the purposes of the General Data Protection Regulation (Regulation (EU) No. 2016/679)("GDPR"). The Parties agree, that to the extent the GDPR is applicable, they will each comply in all respects with their respective obligations as data controllers under the GDPR.
8. Rights of Data Subjects. To the extent permitted by law, Terra Dotta will tell data subjects who make requests to Terra Dotta exercising their data subject rights (such as deletion, rectification, and data portability requests) with respect to Client Personal Data to contact Client directly regarding such request. Client shall be solely responsible for responding to such requests from data subjects. If the Terra Dotta Software does not provide Client the ability to respond to such requests, then, upon Client's request, Terra Dotta will provide reasonable assistance to Client to respond to such requests. Depending on the nature of such assistance, Terra Dotta reserves the right to charge Client for assistance with such requests.
9. Security Incidents. Each party shall, to the extent permitted by law, notify the other party without undue delay after becoming aware of a personal data breach involving Client Personal Data ("**Security Incident**"). Each party shall provide reasonably requested assistance to the other party in dealing with any Security Incident, taking into account the nature of processing and the information available to such party. Neither party shall make any public announcement about a Security Incident without the prior written consent of the other party, unless required by applicable law.
10. Deletion of Client Personal Data. Upon termination or expiration of the Agreement, Terra Dotta will delete Client Personal Data in its possession as set forth in the Agreement, unless otherwise permitted by applicable law.
11. Government Access Requests. Unless prohibited by applicable law or a legally binding request of law enforcement, Terra Dotta shall promptly notify Client of any request by a government agency or law enforcement authority for access to or copy of Client Personal Data.
12. Audits. Subject to reasonable notice, and at Client's expense (including fees and expenses to compensate Terra Dotta for its time and out of pocket costs involved in responding to any audit request),

Terra Dotta shall provide Client with reasonably requested information regarding Terra Dotta's security program and systems and procedures that are applicable to the Terra Dotta Services, as necessary to demonstrate Terra Dotta's compliance with Privacy Laws, and as reasonably necessary to allow for audits of the same. Audits will occur at most annually or following notice of a Security Incident.

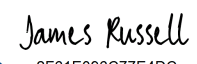
13. Subprocessors. Client grants a general authorization to Terra Dotta to appoint subprocessors to support the performance of the Terra Dotta Services, including data center providers. Upon request, Terra Dotta will provide Client with a list of such subprocessors. If Client has an objection to any such subprocessor, Terra Dotta will work with Client to address any such concerns. Terra Dotta will ensure that any subprocessor it engages on its behalf in connection with this Addendum agrees in a written contract to subprocessor terms substantially as protective of Client Personal Data as those imposed on Terra Dotta in this Addendum (the "**Subprocessor Terms**"). Terra Dotta shall be liable to Client for any breach by a subprocessor of any of the Subprocessor Terms.
14. Entire Addendum; Conflict: This Addendum supersedes and replaces all prior and contemporaneous statements, understandings, and communications, oral and written, with regard to the subject matter of this Addendum. If there is any conflict between this Addendum and the Agreement, the terms of this Addendum shall control. Except as expressly set forth in this Addendum, the terms of the Agreement shall remain in place. For the avoidance of doubt, the parties intend that the limitations on liability clauses in the Agreement shall apply to this Addendum.

Each person signing below for a party represents that he or she is duly authorized to execute this Addendum on behalf of such party.


#### TERRA DOTTA, LLC

DocuSigned by:  
 By:   
AA0C8F054D9049A...  
 Name: George Hogan  
 Title: Chief Sales Officer  
 Date: 4/18/2024

#### George Mason University

DocuSigned by:  
 By:   
2F04E090C77E4DC...  
 Name: James Russell  
 Title: Purchasing Director  
 Date: 4/23/2024

#### TERRA DOTTA, LLC

DocuSigned by:  
 By:   
B0406C4EFA1347B...  
 Name: Chris Barbee  
 Title: CFO  
 Date: 4/18/2024



## **COMMERCIAL TERMS – EXHIBIT 1 (Study Abroad System)**

This **Exhibit 1** is made and entered into by and between Terra Dotta, LLC (“**Terra Dotta**”) and George Mason University (“**Client**”) effective March 31, 2024 (the “**Exhibit Effective Date**”) and incorporates the terms of the Software as a Service Agreement between the parties dated March 31, 2024 (the “**Agreement**”).

1. Scope. The following Service will be provided as part of this Exhibit:

- **Terra Dotta Software as a Service for Study Abroad** – The Service is provided for use by Client to manage its study abroad programs and enrollments up to the maximum number of applicants set forth in the Fees section below.
- **AlertTraveler Service** - Terra Dotta's AlertTraveler Service (“AlertTraveler”) is an add-on component of Terra Dotta SaaS for Study Abroad. AlertTraveler provides Client's Authorized Users with security and risk information and alerts. AlertTraveler functionality is provided primarily through a mobile application (the “App”) that is downloaded by Client's Authorized Users. Client's Authorized Users who have downloaded and activated the App are referred to herein as “AlertTraveler Users”.
  - Client will be provided with registration codes for AlertTraveler Users to download and use the App equal to the number of registration codes in the table below. These registration codes must be kept secure by Client and the AlertTraveler User; Client agrees not to provide any third party with access to or use of any registration code. The App and all updates to the App will be considered part of the Software as defined in the Agreement. Client acknowledges that it is solely responsible for maintaining the confidentiality of AlertTraveler registration codes once issued to Client, and for their ongoing use.
  - Client acknowledges and agrees that AlertTraveler Users will be required to accept the App Terms of Use when first using the App. Client will not take any steps to prevent or hamper the procedure whereby AlertTraveler Users agree to the App Terms of Use. Client agrees to promptly inform Terra Dotta if it becomes aware that an AlertTraveler User has breached the App Terms of Use. Client acknowledges that the App Terms of Use may be updated by Terra Dotta from time to time. Client further acknowledges and agrees that Terra Dotta may, without penalty or liability, terminate, suspend or block any individual User's use of all or part of the AlertTraveler Service if Terra Dotta believes in good faith that such User has breached the Terms of Use.
  - Terra Dotta will use reasonable measures to provide information through AlertTraveler that is accurate, relevant and up-to-date. However, Client acknowledges and agrees that AlertTraveler is an automated tool and that information provided through AlertTraveler is subject to change or alteration at any given time. The use of this information is at the sole discretion of AlertTraveler Users, and AlertTraveler Users are encouraged to use other information sources and their own view of any situation along with the AlertTraveler information. Terra Dotta will have no liability or responsibility in respect to actions taken or harm incurred related to or occurring because of any information, recommendations and/or advice provided or not provided to any AlertTraveler User. AlertTraveler is not designed to cover any AlertTraveler User's particular circumstances or detailed travel itinerary and its use is at each AlertTraveler User's sole discretion. Terra Dotta does not have a duty of care via AlertTraveler to provide any information which can be relied upon. **USE OF ALERTTRAVELER AND ALL ASSOCIATED INFORMATION IS AT CLIENT'S AND AUTHORIZED USERS' SOLE RISK.**
  - As part of its AlertTraveler subscription, Client will be entitled to receive an annual allotment of SMS Message Units equal to the maximum number of agreed registration codes (“**Starter Units**”). Message Units separately purchased by Client will roll over from year to year. Unused Starter Units, however, will not roll over. Client is not entitled to a refund of any fees paid for Message Units not used upon termination of this Addendum. AlertTraveler Users are

responsible for all fees charged by their carrier for receipt of SMS messages. A “**Message Unit**” is defined as one SMS message to one AlertTraveler User sent through AlertTraveler.

- AlertTraveler is personal to Client and AlertTraveler Users. Client and AlertTraveler Users agree not to use AlertTraveler on behalf of any third party, nor to use or release or sell AlertTraveler or any related information for commercial gain. Access to AlertTraveler requires an individual email address (i.e. one corresponding to an individual person) for each individual AlertTraveler User. Terra Dotta reserves the right to refuse to supply AlertTraveler where there is reason to believe that the email address provided is a group email address and not for an individual. Client acknowledges that AlertTraveler Users must enable geographic tracking on their mobile devices to use AlertTraveler functionality.

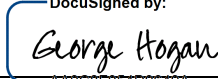
2. Term. The Initial Term of this Exhibit is five (5) years from the Exhibit Effective Date.
3. Fees. Client agrees to pay Terra Dotta the fees set forth in the table below. The initial Service Fees are due with Client’s signature of this Exhibit, and thereafter the Annual Service Fee is due within thirty (30) days of Terra Dotta’s invoice.

Description	Price
Study Abroad Annual Service Fee – <b>UNLIMITED</b> Applicants/Year 1	\$35,432.00
Study Abroad Annual Service Fee – <b>UNLIMITED</b> Applicants/Year 2	\$35,432.00
Study Abroad Annual Service Fee – <b>UNLIMITED</b> Applicants/Year 3	\$35,432.00
Study Abroad Annual Service Fee – <b>UNLIMITED</b> Applicants/Year 4	\$35,432.00
Study Abroad Annual Service Fee – <b>UNLIMITED</b> Applicants/Year 5	\$35,432.00
AlertTraveler Annual Service Fee – <b>UNLIMITED</b> Registration Codes/Year 1	\$22,226.00
AlertTraveler Annual Service Fee – <b>UNLIMITED</b> Registration Codes/Year 2	\$22,226.00
AlertTraveler Annual Service Fee – <b>UNLIMITED</b> Registration Codes/Year 3	\$22,226.00
AlertTraveler Annual Service Fee – <b>UNLIMITED</b> Registration Codes/Year 4	\$22,226.00
AlertTraveler Annual Service Fee – <b>UNLIMITED</b> Registration Codes/Year 5	\$22,226.00
Payment Gateway Interface Annual Fee/Year 1	\$607.00
Payment Gateway Interface Annual Fee/Year 2	\$607.00
Payment Gateway Interface Annual Fee/Year 3	\$607.00
Payment Gateway Interface Annual Fee/Year 4	\$607.00
Payment Gateway Interface Annual Fee/Year 5	\$607.00

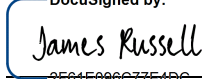
[Exhibit 1 Signatures found on following page.]

Exhibit 1 Signatures:

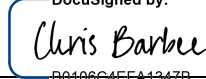
TERRA DOTTA, LLC

DocuSigned by:  
By:   
AA0C8F054D9649A...  
Name: George Hogan  
Title: Chief Sales officer  
Date: 4/18/2024

George Mason University

DocuSigned by:  
By:   
2F61E096C77E4DC...  
Name: James Russell  
Title: Purchasing Director  
Date: 4/23/2024

TERRA DOTTA, LLC

DocuSigned by:  
By:   
B0106C4EFA1347B...  
Name: Chris Barbee  
Title: CFO  
Date: 4/18/2024



George Mason University  
RFP GMU-1001-24-Study Abroad Management System  
Terra Dotta  
Negotiation Memorandum

The evaluation committee has completed the evaluation and scoring of all proposals received for RFP GMU-1001-24 and have identified your firm as one of the finalists. Mason would like to negotiate and obtain clarification on the following items listed below. Please respond at your earliest convenience but no later than 2:00PM (EST), on January 26, 2024.

These Negotiations will be incorporated as part of any resulting standard contract between GMU and the Offeror:

1. End User/Committee Questions & Requests for Terra Dotta. Please provide detailed answers and additional documentation if necessary, in order to thoroughly answer the questions below:
  - i. Mason request that custom report creation is available throughout the contract period and is included at no additional cost.
  - ii. Provide additional information on the “Engage” module to include pricing and demonstration along with your new module to support course equivalencies.
  - iii. Provide pricing for the ISSS module.
  - iv. We are requesting that Terra Dotta agree, as part of any resulting contract, that upon termination of the contract Terra Dotta will provide all customer data in a standard format within a reasonable timeframe, not to exceed 60 days.
  - v. As part of our Architectural Standards Review Board (ASRB) Process the ASRB will ask Terra Dotta to provide this information and may also request your third (3<sup>rd</sup>) party hosting provider’s SOC 2 Type II or 3<sup>rd</sup> party audit information as well. If GMU must sign any agreements/NDA’s/or follow any special process to obtain this information (either for Terra Dotta or your 3<sup>rd</sup> party hosting vendor) please state what that process would be below.
  - vi. It is the intent of Mason to incorporate any existing contracts/agreements with Terra Dotta into the awarded contract. Please provide pricing base on this RFP for existing Mason’s contracts/agreements with your firm.

2. Pricing:

At this time, we request that you re-visit your pricing and apply any available discounts or pricing breaks. Please address specific pricing requests below:

- a. Mason is requesting for the first five (5) or three (3) years of this contract, pricing will remain fixed for all license categories with no annual increase. Every year thereafter, if Mason opts to renew, pricing increases shall not exceed 2% per annum and must be approved by the Buyer with feedback from the Contract Administrator (CA) before renewal.
- b. In light of the potential for a multi-year award, Mason is requesting Terra Dotta review its proposed pricing and provide additional discounts. Mason is willing to enter into a three- or five-year base contract for this solution with successive one (1) year renewal options. This could potentially result in a ten (10) year contract arrangement with Terra Dotta 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.

- c. 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.

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

As part of Request for Proposal RFP GMU-1858-23 Mason provided a Sample Contract (Attachment B) and a Data Security Addendum (Attachment C). It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract, Mason's General Terms and Conditions, and Mason's Data Security Addendum (DSA). Will Terra Dotta require Mason to incorporate any of your firm's documents or terms and conditions into the final contract if award is made to your firm?

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 Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of this contract. If Terra Dotta requires any other documentation or language to appear in the final contract please provide those documents to me for my review. If there is any other language in any of the Mason documents mentioned above that Terra Dotta takes issue with, please supply those redlines and questions to my attention as soon as possible.

Note: As an entity of the Commonwealth of Virginia (a government agency) - Mason cannot agree to the following:

- An express or implied waiver of sovereign immunity.
- An agreement to indemnify, defend or hold harmless any entity.
- An agreement to maintain insurance.
- An agreement providing for binding arbitration.
- An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- Waiver of jury trial.
- Choice of law or venue other than the Commonwealth of Virginia.
- Untimely delay or failure to reach an acceptable agreement/contract may result in Mason being unable to move your firm to the next phase in the RFP process.

4. Architectural Standards Review Board (ASRB): We would like to reiterate that, after negotiations have concluded but prior to contract award, Terra Dotta will be required to submit their system/solution to Mason's ASRB for review/approval. 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 (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

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.

Please advise if Terra Dotta understands this requirement and will comply with this review.



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## **Strategic Solutions Blueprint: Unlocking Value, Benefits, and ROI for George Mason University**

George Mason University is steadfast in its commitment to cultivating a rich academic environment that prioritizes cultural awareness and international learning. The university is dedicated to providing students with unparalleled experiences that not only enrich their lives but also actively contribute to the richness of diversity and inclusion within the campus community. As Mason embarks on establishing new programs, the objective is to make these opportunities accessible to a larger student population while concurrently refining office and university processes for heightened operational efficacy.

However, the realization of these objectives is not without its complexities. Managing the intricate processes and extensive paperwork associated with international programs poses formidable challenges. The strain on staff, coupled with the potential negative impact on students' experiences, underscores the critical need for a reliable partner in global education. It is in this context that Terra Dotta, a distinguished leader in global education solutions for over two decades, emerges as the catalyst for transformative change. The company is uniquely positioned to empower institutions like George Mason University by providing tailored solutions that facilitate the expansion of global opportunities, enhance recruitment and retention efforts, ensure traveler safety, and offer comprehensive support throughout students' global education journeys. Terra Dotta's suite of solutions stands out from common alternatives with its commitment to customization, aligning seamlessly with the specific needs of GMU as articulated in the strategically crafted proposal.

In the pursuit of excellence and innovation, George Mason University recognizes Terra Dotta as a trusted partner that not only understands the nuanced requirements of a university setting but also delivers solutions that elevate the institution's operational efficiency and effectiveness. The collaboration between GMU and Terra Dotta represents a strategic alliance focused on realizing the university's vision of providing a globally enriching educational experience while navigating the intricate landscape of administrative processes with finesse and adaptability.

## ISSS/Incoming Solution

Effortlessly manage SEVIS records and workflows, centralize processes, and streamline communication for enhanced efficiency. Seamlessly integrate with your Student Information System, implement automated processes for international scholars, and enhance the student and scholar experience through advanced reporting and DocuSign integration.

- **SEVIS Records and Workflow Management:**
  - Effortlessly create and update SEVIS records in batches and real-time integration (RTI), ensuring data accuracy. Leverage powerful workflow tools for tracking and reviewing advisee requests.
- **Centralized Processes and Paperless Operations:**
  - Centralize business processes, streamline workloads, and go paperless for enhanced efficiency and compliance. Update records in groups, eliminating the need for individual updates.
- **Integrated Student Information System and Communication Excellence:**
  - Seamlessly integrate with your Student Information System, reducing data entry efforts. Communicate with students and scholars through email for efficient engagement.
- **Advanced Reporting and DocuSign Integration:**
  - Create advanced, shareable reports using data analytics. Integrate directly with DocuSign to streamline the process of Form I-20 signatures.
- **International Scholar Records and Case Management:**
  - Implement automated processes for international scholars (J-1, H-1B, O-1, etc.). Manage cases online with intake and assignment features, providing transparent and comprehensive tracking.
- **Student and Scholar Experience Enhancement:**
  - Elevate the experience by communicating with advisees through Terra Dotta email, tracking and retaining interactions. Enable advisees to upload documents for easy access. Provide online orientation and monitor immigration status for enhanced support.
- **Recruitment and Retention Support:**

- Strengthen recruitment and retention with anytime, anywhere access to the student portal. Allow students to upload information and documents and connect new students to campus with online pre-arrival information.

## **Study Abroad/Outgoing Solution**

Revolutionize your study abroad programs with Terra Dotta's Study Abroad/Mobility Module, offering a seamless and innovative approach to administration. This comprehensive solution combines various features to enhance efficiency and user experience:

- **Streamlined Applications and Activity Logs:**

- Effortlessly accept and manage online applications with customizable requirements, saving time for both administrators and applicants. Maintain detailed logs of email and application activities, ensuring transparency and accountability. Receive online recommendations seamlessly.

- **Automated and Paperless Processing:**

- Boost efficiency with automated processing, going paperless for easy database searchability. Update applications in batches for streamlined workflows.

- **Integrated Student Information System and Administrator Access:**

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- **Enhanced Applicant Experience and Effortless Program Management:**

- Build a searchable catalog of programs, communicate seamlessly through Terra Dotta email and SMS, and allow easy document uploads for applicants. Manage all program information effortlessly, including creating shareable reports for collaborative efforts with faculty and staff.

- **Detailed Budget Planning and Study Abroad Directory Integration:**

- Construct itemized budget sheets, facilitating comprehensive financial planning for study abroad programs. Swiftly maintain and update provider program information through the Terra Dotta Study Abroad Directory.

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- Integrate with other Terra Dotta solutions, centralizing student communications. Generate a comprehensive calendar of events, including on-campus fairs, tying in current programs. Publish event brochures directly to students.

## Pricing and Package Options

### Study Abroad Renewal

**Term:** 5 Years

Study Abroad	Year 1	Year 2	Year 3	Year 4	Year 5
Software	\$35,000	\$35,000	\$35,000	\$35,700	\$36,414
Services	-	-	-	-	-

### AlertTraveler (AT) Renewal

**Term:** 5 Years

AT	Year 1	Year 2	Year 3	Year 4	Year 5
Software	\$22,000	\$22,000	\$22,000	\$22,440	\$22,888
Services	-	-	-	-	-

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**Payment Gateway Integration (PGI)****Term:** 5 Years

<b>PGI</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Software</b>	\$600	\$600	\$600	\$612	\$624.24
<b>Services</b>	-	-	-	-	-

**Engage for Study Abroad****Term:** 5 Years

<b>Engage</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Software</b>	\$7,875	\$7,875	\$7,875	\$8,032.50	\$8,319.15
<b>Services</b>	\$1,500	-	-	-	-

**ISSS****Term:** 5 Years

<b>ISSS</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Software</b>	\$56,062	\$56,062	\$56,062	\$56,183.24	\$58,328.90
<b>Services</b>	\$35,000	-	-	-	-

The cost of the service includes several valuable features that can greatly benefit the client:

- **Dedicated Client Success Manager:** Ensure efficient and effective support for client needs.
- **LiveChat:** Access to fully manned support agents for quick issue resolution
- **24/6 Support with Three Tiers:** Comprehensive support for issue resolution.
- **Learning Center Access:** Free access to live and on-demand training, along with open office hours.
- **Network Opportunity:** Join a network of 700+ institutions for expanded reach and collaboration potential.



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

February 20, 2024

George Hogan  
1330 Environ Way  
Chapel Hill, NC 27517

SUBJECT: RFP GMU-1001-24-Study Abroad Management System-Negotiation

Dear Mr. Hogan:

Thank you for your detailed response and pricing. After further review of your responses, the committee requests your response to the following:

- Mason request firm-fixed pricing for all multi-year agreement The fee schedule shows an annual increase in year 5.
- Please adjust your pricing to reflect the most favorable pricing offer to any other government or higher education customer.

Please advise if you have any questions.

Please respond no later than Friday by 2:00PM or at your earliest.

Regards,

*Grace Lymas*

Grace Lymas  
Assistant Director | Purchasing



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## Pricing and Package Options

### Study Abroad Renewal

**Term:** 5 Years

Study Abroad	Year 1	Year 2	Year 3	Year 4	Year 5
Software	\$35,432	\$35,432	\$35,432	\$35,432	\$35,432
Services	-	-	-	-	-

### AlertTraveler (AT) Renewal

**Term:** 5 Years

AT	Year 1	Year 2	Year 3	Year 4	Year 5
Software	\$22,226	\$22,226	\$22,226	\$22,226	\$22,226
Services	-	-	-	-	-

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**Payment Gateway Integration (PGI)****Term:** 5 Years

<b>PGI</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Software</b>	\$607	\$607	\$607	\$607	\$607
<b>Services</b>	-	-	-	-	-

**Engage for Study Abroad****Term:** 5 Years

<b>Engage</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Software</b>	\$7,970	\$7,970	\$7,970	\$7,970	\$7,970
<b>Services</b>	\$1,500	-	-	-	-

**ISSS****Term:** 5 Years

<b>ISSS</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Software</b>	\$56,740	\$56,740	\$56,740	\$56,740	\$56,740
<b>Services</b>	\$35,000	-	-	-	-

The cost of the service includes several valuable features that can greatly benefit the client:

- **Dedicated Client Success Manager:** Ensure efficient and effective support for client needs.
- **LiveChat:** Access to fully manned support agents for quick issue resolution
- **24/6 Support with Three Tiers:** Comprehensive support for issue resolution.
- **Learning Center Access:** Free access to live and on-demand training, along with open office hours.
- **Network Opportunity:** Join a network of 700+ institutions for expanded reach and collaboration potential.



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-1001-24

**ISSUE DATE:** August 1, 2023

**TITLE:** Study Abroad Management System

**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 August 9, 2023. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact [Support@GoBonfire.com](mailto: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 17, 2023.

**PROPOSAL DUE DATE AND TIME:** September 1, 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. PURPOSE:** The purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations with one or more vendors to support the University's study abroad management system. 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](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- VII. SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the 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 seven (7) 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.5 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](mailto: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:

	<b><u>Description of Criteria</u></b>	<b><u>Maximum Point Value</u></b>
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 and clarity)	25
4.	Price Offered	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10

Total Points Available:	<hr/> 100
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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](mailto:acctpay@gmu.edu).

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

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

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

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

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

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

**XVIII. RFP SCHEDULE (Subject to Change):**

- Issue in eVA: 8/1/23
- Vendors submit questions by: 8/9/23 by 4:00 PM ET
- Post Question Responses: 8/17/23 by 5:00 PM ET
- Proposals Due: 9/1/23 @ 2:00 PM ET
- Proposals to Committee: 9/5/23
- Review and Score Proposals: 9/6/23 – 9/18/23
- Scores to Purchasing: 9/19/23
- Oral presentations (if necessary): 9/21/23 – 9/29/23
- Negotiations/BAFO: Start week of 10/9/23
- ASRB Review 10/9/23-12/12/23
- Award: TBD
- Contract Start Date: TBD

**XIX. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS:**

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

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

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation, including but not limited to the vendor’s SOC 2 Type (preferred) and/or your third-party hosting vendor’s 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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Who will perform 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 participations will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

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

**Subcontract #1**

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

**Subcontract #2**

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

**Subcontract #3**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_



Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #4**

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

**Subcontract #5**

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



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

## ATTACHMENT B – SAMPLE CONTRACT GMU-1001-24

**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 seven (7) 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.

11.

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](mailto: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](mailto: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.



1. 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 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

- 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:

**Data Security Addendum for inclusion in GMU-1001-24 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](http://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)

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  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
Signature  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date: \_\_\_\_\_

**APPENDIX A**  
**GMU RFP-1001-24-STUDY ABROAD AND INTERNATIONAL STUDENT MANAGEMENT SYSTEM**  
**STATEMENT OF NEEDS, REQUIREMENTS & BUSINESS FUNCTIONALITIES**

**A. Application Functionality**

1. Describe the features, functionality, administration, and ease of use of proposed Study Abroad & International Student Management System.
2. Describe the functionality associated with building a digital program catalog that is updated and publicly searchable, along with the process for adding and removing Study Abroad programs to the system.
3. Describe the navigation for study abroad participants and international students interested in learning about programs, applying to programs, making appointments, updating contact information, and asking questions.
4. Describe the navigation for international students interested in learning about GMU (recruitment), the application process, programs and activities for current students, scheduling appointments with staff, completing documents/surveys, and asking questions.
5. Describe how the system will interface with Banner, including information transfer/update and frequency.
6. Describe system capability of administrative users to create, submit, approve, and monitor paperwork for students during application process for both study abroad participants and international students.
7. Describe system capability for an online application process and program management, including the ability to track, monitor, and communicate with
  - a. faculty, staff, and students before their departure and while abroad.
  - b. international faculty, scholars, and students while at GMU and as alumni.
8. Describe the system's ability to customize applications to meet individual program and applicant specific requirements.
9. Describe functionality associated with collecting application fees.
10. Describe system capability to send automatic reminders to students with incomplete applications, forms, or missing participant materials.
11. Describe system capability to receive instant confirmations when applicants receive and read important application information or correspondence.
12. Describe the ability for administrative users to communicate with GMU study abroad participants, non-GMU participants, international students, directors, and departments via email and bulk texts.
13. Describe the ability for administrative users to post, share, and interact with directors or departments regarding updates, including but not limited to applications to review, acceptance status, and participant lists.
14. Describe the ability for administrative users and program directors to manage their own groups and track, update and collect materials.
15. Describe the ability to track the participant records of current and past students going on GMU sponsored programs, non-GMU programs, and exchanges.
16. Describe the ability to track the participant records of international applicants, current international students, and alumni.
17. Describe the ability to track all student, staff and faculty travel – domestically and abroad.
18. Describe the ability to register and manage incident reports for risk management purposes.
19. Describe how the system can be used to manage and meet Clery Act reporting requirements.
20. Describe functionality used to manage registration of students and their study abroad trips with the State Department enrollment system.
21. Describe the features of the system that manage pre-departure preparation of students going abroad and pre-orientation and orientation for international students, including but not limited to meetings, forms, and online methods.
22. Describe the ability to manage program proposals, including but not limited to courses and budgets.
23. Describe how the system will monitor, track and communicate with study abroad and international students, faculty and alumni.
24. Describe system capability to be used as an assessment tool to collect and report data.

**B. Application Technology.**

1. Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.
2. Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.
3. Describe any transactions or functions that are not done on a real time basis and list batch jobs required for this function.
4. Describe how menus are used within the system and if menus are customizable and/or configurable. Define what *customizable* and *configurable* mean for your application.
5. Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for GMU. Define what *modifiable*, *customizable* and *configurable* mean for your application.
6. Describe the tools and expertise which university technical staff would use to support, troubleshoot, configure or customize the application.
7. Describe other customizations available and associated cost, i.e., hourly and fixed fee.
8. Describe how configuration and customization will affect future releases of software.
9. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.
10. Describe how GMU's e-mail systems would be incorporated with your system's operation. (*Faculty/Staff – on-premise Exchange and students - @Edu*).
  - a. Describe third party e-mailing, if this functionality is part of your solution. What messaging service is utilized by your system? Describe details of how messages look (*from, etc.*)

**C. Reporting:**

1. Describe the system's ability to report daily sales/transactions as well as game day settlements.
2. Describe reporting functionality to include but not limited to statistical analysis of all system data and analytic reporting for online transactions, site visits, and email outreach.
3. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.
4. Describe all reporting tools supported and how they integrate with the product. Does application licensing include any of the products?
5. Provide a list of all reports delivered as part of the base product including a short description of each. Also include a sample of several reports for review.
6. Describe reporting output formats available.
7. Describe the types of reporting that would typically require Information Technology staff support.

**D. Services:**

1. Describe the training options and include a catalog of training offerings and their associated costs. Response should include differentiation between technical staff and end-user training.
2. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Examples of services that could be included are:
  - a. Implementation
  - b. Development
  - c. Project Management
  - d. Architecture and Design
  - e. Capacity Planning
  - f. Installation and Configuration
  - g. Performance and Scalability
  - h. Conversion
  - i. Monitoring, administration and upgrades
  - j. Operations metrics
3. Describe the support options available through your company including on-going support of the application. Describe what portions of support to be performed by IT, the customer versus the vendor.

7. If support is provided to end-users directly as part of your services, provide the SLA under which you would operate.

## **E. General:**

1. Describe typical implementation timeline and project plan and include examples of previously used project plans.
2. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at <http://www.vadsa.org/watg>).
3. Describe the Help system(s) and how it can be modified.
4. Describe your relationship with the vendor(s) of any third-party tools (*i.e. reporting tools, application server and DBMS vendors, etc.*) included in this proposal including licensing, costs, support for the product(s), and versions (*e.g. full or modified*).
5. GMU is interested in developing a strategic relationship with the successful vendor. Provide information regarding ideas on how such a relationship can prove mutually beneficial.
6. Describe active user groups and how they function.
7. Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.

## **F. Technical:**

1. Provide a detailed diagram of the typical architecture/technical environment required for the system. List all protocols and ports used for communications and indicate which components are clients and which are servers and whether the communications are fully, partially, or not encrypted. Specify any communications paths where unencrypted authentication or other sensitive data are passed. List all third-party dependent integration points and data paths including any web content included from or sent to outside parties.
2. Describe the toolset from which your application is derived.
3. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.
4. Describe supported server hardware and/or virtualized platforms. Describe support for the following operating systems: Linux and Windows. If virtualization is supported, what virtualization technologies are supported including what components can be virtualized?
5. Describe support for load balancing and system failover including any and all vendor specific preferences. Also include any vendor specific configuration guides.
6. Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.
7. Describe the system capabilities and options for the backup and restoration of the system components (*example: database*).
8. Describe the average client response time for all the various functions of the proposed system.
9. Describe services not available during scheduled maintenance.
10. Describe any standard and proprietary APIs, integration/connection resources, and development languages and tools that extend your toolset.
11. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.
12. Describe any aspects of your application that do not support the Macintosh. Describe any changes to default browser or client security settings.
13. Describe any functionality loss, installation problems, upgrade problems, or other difficulties if client applications are run using a regular user account.
14. Describe your support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.
15. Describe requirements for application servers. Describe specific platform recommendations or requirements for certified configuration; include either specific application server version or required versions.
16. Describe support for web servers
17. Describe the supported database platforms including versions and include any information on additional features required of the DBMS needed to support the functionality of your system as proposed.



18. Describe your SLA to stay current with versions of software utilized by your product.
19. Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.
20. Describe support for real-time access to data through some other method (*e.g. on-the-fly access to database through ODBC, ADO, JDBC, LDAP, etc. allowing dynamic web content and applications*).
21. Describe support for integration with GMU's existing systems listed in the background statement including pricing, availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.
22. Describe support for inclusion of your application as part of the Banner application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for Banner single-sign-on. Describe support for other single-sign-on technologies.
23. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.
24. Describe the ability for your product to create consumable web standards-based content (*such as RSS feeds, hcard, ical, and other microformat specifications*) and the ability to pull XML based content from your system and any APIs supporting the delivery of such data/content.
25. Describe storage including file formats.
26. Describe operational monitoring and reporting capabilities. Include the capabilities for application, content, access, and storage metrics, security and the method for obtaining them (*e.g. command line tools, SNMP, and GUI*).

## G. Security:

1. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services. Describe your support for the following:
  - a. LDAP/S
  - b. Native AD authentication
  - c. Shibboleth 1 and 2
  - d. SAML
  - e. Other federated systems
  - f. OpenIDAny two-factor authentication system
  - g. Certificate-based authentication
  - h. Other
2. If you support LDAP for authentication or authorization, describe use of LDAP(S). List the LDAP(S) servers integrated with product(s). Describe integration and support with LDAP(S) user database for authentication (*Active Directory/OID*) and authorization using attributes/group memberships.
3. Describe handling access to licensed/copyrighted content where access must be restricted.
4. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization of access to data and services (*e.g. individual accounts, IP address, unix groups, LDAP groups, Active Directory accounts.*)
5. Describe how and where any sensitive data (*e.g. credit card, financial data, SSN, FERPA, HIPAA or other legally regulated data*) including authentication credentials, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection.
6. Describe auditing and logging capabilities and data. Include the information recorded with each event. For example,
  - a. Successful and failed authentication or bind
  - b. Successful and failed access authorization
  - c. Successful and failed policy change
7. Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability? Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process.
  - a. Describe enterprise audit capabilities
  - b. List the events and logs that can be sent to an external syslog server
  - c. List the events and logs that cannot be sent to a syslog server
8. Provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS and PADSS requirements if applicable. Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of

## H. Maintenance and Support:

Because consistency and stability of the operating environment and rapid correction of system failures are critical to George Mason University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.
2. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.
3. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
4. Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following five (5) years.
5. Describe the procedures for obtaining services for all types of maintenance (*e.g. installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.*)
6. Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.
7. Describe your approach to security reviews during each phase of the software development lifecycle.
8. Describe the procedures followed in distribution of information to George Mason University pertinent to system problems encountered at other locations, along with the solutions to those problems, when such information is relevant to the University's software.
9. Describe procedure for handling upgrades. Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products (*e.g. Windows, Linux, Java, Oracle, MS Office, Web server*). Timely is defined as no later than 30 days from the time of vendor release.
10. Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.
11. Describe all responsibilities of both the contractor and George Mason University in the isolation and diagnosis of system failures.
12. Describe your "escalation" procedure.

## I. Hosted Applications:

The university occasionally explores opportunities for hosting applications external to the university. If hosting is an option for this project, then complete the following section. If hosting is not an option, there is no requirement to respond.

1. Describe where services and data storage are located geographically.
2. Describe how applications are secured inside your firewall.
3. Describe your approach to applications and how they are hosted on servers. (*Will the GMU application(s) reside on dedicated physical/virtual servers?*) Describe the different levels of security for different application layers.
4. Describe the network layer security you provide.
5. Describe your methodology for handling patches and software updates.
6. Describe your approach to screening employees and the level of experience preferred.
7. Describe how you track attacks. Describe your approach to informing GMU about attacks.
8. Describe any exit strategies you offer.
9. Describe your approach to backups and disaster recovery.

1. Provide your privacy statement.
2. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).
3. Specify who collects the information.
4. Specify why the information is collected.
5. Describe how the information is collected (*explicitly, via Cookies*)
6. Describe how the information is used.
7. Specify how long the information is retained.
8. Describe how the information is stored and kept.
9. Describe how the information is secured.
10. Specify whether you share the information with another party. If information is shared with another party, then respond to Items a. through h. below relative to this information.
  - a. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).
  - b. Specify who collects the information.
  - c. Specify why the information is collected.
  - d. Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*)
  - e. Describe how the information is used.
  - f. Specify how long the information is retained.
  - g. Describe how the information is stored and kept.
  - h. Describe how the information is secured.
11. Specify whether you collect information on GMU or any party related to GMU from third parties. Respond to Items a. through i. below relative to this information.
  - a. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).
  - b. Specify who collects the information.
  - c. Specify why the information is collected.
  - d. Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*)
  - e. Describe how the information is used.
  - f. Specify how long the information is retained.
  - g. Describe how the information is stored and kept.
  - h. Describe how the information is secured.
  - i. Specify whether you share the information with another party.
12. Specify the transaction information collected/maintained.



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-1001-24

**ISSUE DATE:** August 1, 2023

**TITLE:** Study Abroad Management System

**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 August 9, 2023. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact [Support@GoBonfire.com](mailto: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 17, 2023.

**PROPOSAL DUE DATE AND TIME:** September 1, 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: Terra Dotta, LLC

Date: 9/1/2023

DBA: Terra Dotta, LLC

Address: 1330 Environ Way

DocuSigned by:  
George Hogan  
AA0C8F054D9649A...  
Signature

Chapel Hill, NC 27517

Name: George Hogan

FEI/FIN No. 56-2279426

Title: Chief Sales Officer

Fax No.

Email: [accounting@terradotta.com](mailto:accounting@terradotta.com)

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. PURPOSE:** The purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiations with one or more vendors to support the University's study abroad management system. 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](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>
- VII. SWaM CERTIFICATION:** Vendor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, eligible vendors (as determined by Mason and the 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 seven (7) 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.5 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](mailto: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:

	<b><u>Description of Criteria</u></b>	<b><u>Maximum Point Value</u></b>
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 and clarity)	25
4.	Price Offered	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10

Total Points Available:	<hr/> 100
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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](mailto:acctpay@gmu.edu).

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

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

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

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

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

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

**XVIII. RFP SCHEDULE (Subject to Change):**

- Issue in eVA: 8/1/23
- Vendors submit questions by: 8/9/23 by 4:00 PM ET
- Post Question Responses: 8/17/23 by 5:00 PM ET
- Proposals Due: 9/1/23 @ 2:00 PM ET
- Proposals to Committee: 9/5/23
- Review and Score Proposals: 9/6/23 – 9/18/23
- Scores to Purchasing: 9/19/23
- Oral presentations (if necessary): 9/21/23 – 9/29/23
- Negotiations/BAFO: Start week of 10/9/23
- ASRB Review 10/9/23-12/12/23
- Award: TBD
- Contract Start Date: TBD

**XIX. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS:**

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

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

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation, including but not limited to the vendor’s SOC 2 Type (preferred) and/or your third-party hosting vendor’s 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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** Terra Dotta, LLC

**Preparer Name:** George Hogan **Date:** 9/1/2023

**Who will perform 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 participations will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

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

**Subcontract #1**

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

**Subcontract #2**

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

**Subcontract #3**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_  
Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_  
Description of Work: \_\_\_\_\_

**Subcontract #4**

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

**Subcontract #5**

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



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

## ATTACHMENT B – SAMPLE CONTRACT GMU-1001-24

**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 1st day of September 2023 (Effective Date) by Terra Dotta, LLC hereinafter called “Contractor” (located at 1330 Environ Way, Chapel Hill NC 27217 ) 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 software for the Study Abroad Program of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** Three-years from the Effective Date with seven (7) successive one-year renewal options. (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:** **Terra Dotta, LLC** 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.



11.

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](mailto: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](mailto: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.

1. 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 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.

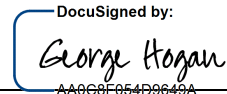
QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party 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

- 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**

DocuSigned by:  
  
AA0C8F054D9648A...  
\_\_\_\_\_  
Signature  
Name: George Hogan  
Title: Chief Sales Officer  
Date: 9/1/2023

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Data Security Addendum for inclusion in GMU-1001-24 with  
George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and Terra Dotta, LLC ("Selected Firm/Vendor") dated 7/17/2023 (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](http://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)

#### 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.

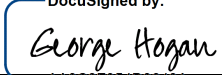
#### 6. Audits

- 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

DocuSigned by:  
  
AA0C8F054D9649A...  
Signature  
Name: George Hogan  
Title: Chief Sales Officer  
Date: 9/1/2023

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX A**  
**GMU RFP-1001-24-STUDY ABROAD AND INTERNATIONAL STUDENT MANAGEMENT SYSTEM**  
**STATEMENT OF NEEDS, REQUIREMENTS & BUSINESS FUNCTIONALITIES**

**A. Application Functionality**

1. Describe the features, functionality, administration, and ease of use of proposed Study Abroad & International Student Management System.
2. Describe the functionality associated with building a digital program catalog that is updated and publicly searchable, along with the process for adding and removing Study Abroad programs to the system.
3. Describe the navigation for study abroad participants and international students interested in learning about programs, applying to programs, making appointments, updating contact information, and asking questions.
4. Describe the navigation for international students interested in learning about GMU (recruitment), the application process, programs and activities for current students, scheduling appointments with staff, completing documents/surveys, and asking questions.
5. Describe how the system will interface with Banner, including information transfer/update and frequency.
6. Describe system capability of administrative users to create, submit, approve, and monitor paperwork for students during application process for both study abroad participants and international students.
7. Describe system capability for an online application process and program management, including the ability to track, monitor, and communicate with
  - a. faculty, staff, and students before their departure and while abroad.
  - b. international faculty, scholars, and students while at GMU and as alumni.
8. Describe the system's ability to customize applications to meet individual program and applicant specific requirements.
9. Describe functionality associated with collecting application fees.
10. Describe system capability to send automatic reminders to students with incomplete applications, forms, or missing participant materials.
11. Describe system capability to receive instant confirmations when applicants receive and read important application information or correspondence.
12. Describe the ability for administrative users to communicate with GMU study abroad participants, non-GMU participants, international students, directors, and departments via email and bulk texts.
13. Describe the ability for administrative users to post, share, and interact with directors or departments regarding updates, including but not limited to applications to review, acceptance status, and participant lists.
14. Describe the ability for administrative users and program directors to manage their own groups and track, update and collect materials.
15. Describe the ability to track the participant records of current and past students going on GMU sponsored programs, non-GMU programs, and exchanges.
16. Describe the ability to track the participant records of international applicants, current international students, and alumni.
17. Describe the ability to track all student, staff and faculty travel – domestically and abroad.
18. Describe the ability to register and manage incident reports for risk management purposes.
19. Describe how the system can be used to manage and meet Clery Act reporting requirements.
20. Describe functionality used to manage registration of students and their study abroad trips with the State Department enrollment system.
21. Describe the features of the system that manage pre-departure preparation of students going abroad and pre-orientation and orientation for international students, including but not limited to meetings, forms, and online methods.
22. Describe the ability to manage program proposals, including but not limited to courses and budgets.
23. Describe how the system will monitor, track and communicate with study abroad and international students, faculty and alumni.
24. Describe system capability to be used as an assessment tool to collect and report data.

**B. Application Technology.**

1. Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.
2. Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.
3. Describe any transactions or functions that are not done on a real time basis and list batch jobs required for this function.
4. Describe how menus are used within the system and if menus are customizable and/or configurable. Define what *customizable* and *configurable* mean for your application.
5. Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for GMU. Define what *modifiable*, *customizable* and *configurable* mean for your application.
6. Describe the tools and expertise which university technical staff would use to support, troubleshoot, configure or customize the application.
7. Describe other customizations available and associated cost, i.e., hourly and fixed fee.
8. Describe how configuration and customization will affect future releases of software.
9. Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.
10. Describe how GMU's e-mail systems would be incorporated with your system's operation. (*Faculty/Staff – on-premise Exchange and students - @Edu*).
  - a. Describe third party e-mailing, if this functionality is part of your solution. What messaging service is utilized by your system? Describe details of how messages look (*from, etc.*)

**C. Reporting:**

1. Describe the system's ability to report daily sales/transactions as well as game day settlements.
2. Describe reporting functionality to include but not limited to statistical analysis of all system data and analytic reporting for online transactions, site visits, and email outreach.
3. Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.
4. Describe all reporting tools supported and how they integrate with the product. Does application licensing include any of the products?
5. Provide a list of all reports delivered as part of the base product including a short description of each. Also include a sample of several reports for review.
6. Describe reporting output formats available.
7. Describe the types of reporting that would typically require Information Technology staff support.

**D. Services:**

1. Describe the training options and include a catalog of training offerings and their associated costs. Response should include differentiation between technical staff and end-user training.
2. Describe services available from your company and/or partners including pricing information that may be included in the final contract. Examples of services that could be included are:
  - a. Implementation
  - b. Development
  - c. Project Management
  - d. Architecture and Design
  - e. Capacity Planning
  - f. Installation and Configuration
  - g. Performance and Scalability
  - h. Conversion
  - i. Monitoring, administration and upgrades
  - j. Operations metrics
3. Describe the support options available through your company including on-going support of the application. Describe what portions of support to be performed by IT, the customer versus the vendor.

7. If support is provided to end-users directly as part of your services, provide the SLA under which you would operate.

## **E. General:**

1. Describe typical implementation timeline and project plan and include examples of previously used project plans.
2. Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at <http://www.vadsa.org/watg>).
3. Describe the Help system(s) and how it can be modified.
4. Describe your relationship with the vendor(s) of any third-party tools (*i.e. reporting tools, application server and DBMS vendors, etc.*) included in this proposal including licensing, costs, support for the product(s), and versions (*e.g. full or modified*).
5. GMU is interested in developing a strategic relationship with the successful vendor. Provide information regarding ideas on how such a relationship can prove mutually beneficial.
6. Describe active user groups and how they function.
7. Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.

## **F. Technical:**

1. Provide a detailed diagram of the typical architecture/technical environment required for the system. List all protocols and ports used for communications and indicate which components are clients and which are servers and whether the communications are fully, partially, or not encrypted. Specify any communications paths where unencrypted authentication or other sensitive data are passed. List all third-party dependent integration points and data paths including any web content included from or sent to outside parties.
2. Describe the toolset from which your application is derived.
3. Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.
4. Describe supported server hardware and/or virtualized platforms. Describe support for the following operating systems: Linux and Windows. If virtualization is supported, what virtualization technologies are supported including what components can be virtualized?
5. Describe support for load balancing and system failover including any and all vendor specific preferences. Also include any vendor specific configuration guides.
6. Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.
7. Describe the system capabilities and options for the backup and restoration of the system components (*example: database*).
8. Describe the average client response time for all the various functions of the proposed system.
9. Describe services not available during scheduled maintenance.
10. Describe any standard and proprietary APIs, integration/connection resources, and development languages and tools that extend your toolset.
11. Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.
12. Describe any aspects of your application that do not support the Macintosh. Describe any changes to default browser or client security settings.
13. Describe any functionality loss, installation problems, upgrade problems, or other difficulties if client applications are run using a regular user account.
14. Describe your support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.
15. Describe requirements for application servers. Describe specific platform recommendations or requirements for certified configuration; include either specific application server version or required versions.
16. Describe support for web servers
17. Describe the supported database platforms including versions and include any information on additional features required of the DBMS needed to support the functionality of your system as proposed.

18. Describe your SLA to stay current with versions of software utilized by your product.
19. Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.
20. Describe support for real-time access to data through some other method (*e.g. on-the-fly access to database through ODBC, ADO, JDBC, LDAP, etc. allowing dynamic web content and applications*).
21. Describe support for integration with GMU's existing systems listed in the background statement including pricing, availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.
22. Describe support for inclusion of your application as part of the Banner application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for Banner single-sign-on. Describe support for other single-sign-on technologies.
23. Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.
24. Describe the ability for your product to create consumable web standards-based content (*such as RSS feeds, hcard, ical, and other microformat specifications*) and the ability to pull XML based content from your system and any APIs supporting the delivery of such data/content.
25. Describe storage including file formats.
26. Describe operational monitoring and reporting capabilities. Include the capabilities for application, content, access, and storage metrics, security and the method for obtaining them (*e.g. command line tools, SNMP, and GUI*).

## G. Security:

1. Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services. Describe your support for the following:
  - a. LDAP/S
  - b. Native AD authentication
  - c. Shibboleth 1 and 2
  - d. SAML
  - e. Other federated systems
  - f. OpenIDAny two-factor authentication system
  - g. Certificate-based authentication
  - h. Other
2. If you support LDAP for authentication or authorization, describe use of LDAP(S). List the LDAP(S) servers integrated with product(s). Describe integration and support with LDAP(S) user database for authentication (*Active Directory/OID*) and authorization using attributes/group memberships.
3. Describe handling access to licensed/copyrighted content where access must be restricted.
4. Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization of access to data and services (*e.g. individual accounts, IP address, unix groups, LDAP groups, Active Directory accounts.*)
5. Describe how and where any sensitive data (*e.g. credit card, financial data, SSN, FERPA, HIPAA or other legally regulated data*) including authentication credentials, is stored on clients, servers, and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection.
6. Describe auditing and logging capabilities and data. Include the information recorded with each event. For example,
  - a. Successful and failed authentication or bind
  - b. Successful and failed access authorization
  - c. Successful and failed policy change
7. Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability? Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process.
  - a. Describe enterprise audit capabilities
  - b. List the events and logs that can be sent to an external syslog server
  - c. List the events and logs that cannot be sent to a syslog server
8. Provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS and PADSS requirements if applicable. Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of

## H. Maintenance and Support:

Because consistency and stability of the operating environment and rapid correction of system failures are critical to George Mason University, major consideration will be given to the amount and extent of hardware and software maintenance coverage and to the quality of maintenance.

1. Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.
2. Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.
3. Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.
4. Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following five (5) years.
5. Describe the procedures for obtaining services for all types of maintenance (*e.g. installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.*)
6. Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.
7. Describe your approach to security reviews during each phase of the software development lifecycle.
8. Describe the procedures followed in distribution of information to George Mason University pertinent to system problems encountered at other locations, along with the solutions to those problems, when such information is relevant to the University's software.
9. Describe procedure for handling upgrades. Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products (*e.g. Windows, Linux, Java, Oracle, MS Office, Web server*). Timely is defined as no later than 30 days from the time of vendor release.
10. Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.
11. Describe all responsibilities of both the contractor and George Mason University in the isolation and diagnosis of system failures.
12. Describe your "escalation" procedure.

## I. Hosted Applications:

The university occasionally explores opportunities for hosting applications external to the university. If hosting is an option for this project, then complete the following section. If hosting is not an option, there is no requirement to respond.

1. Describe where services and data storage are located geographically.
2. Describe how applications are secured inside your firewall.
3. Describe your approach to applications and how they are hosted on servers. (*Will the GMU application(s) reside on dedicated physical/virtual servers?*) Describe the different levels of security for different application layers.
4. Describe the network layer security you provide.
5. Describe your methodology for handling patches and software updates.
6. Describe your approach to screening employees and the level of experience preferred.
7. Describe how you track attacks. Describe your approach to informing GMU about attacks.
8. Describe any exit strategies you offer.
9. Describe your approach to backups and disaster recovery.

1. Provide your privacy statement.
2. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).
3. Specify who collects the information.
4. Specify why the information is collected.
5. Describe how the information is collected (*explicitly, via Cookies*)
6. Describe how the information is used.
7. Specify how long the information is retained.
8. Describe how the information is stored and kept.
9. Describe how the information is secured.
10. Specify whether you share the information with another party. If information is shared with another party, then respond to Items a. through h. below relative to this information.
  - a. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).
  - b. Specify who collects the information.
  - c. Specify why the information is collected.
  - d. Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*)
  - e. Describe how the information is used.
  - f. Specify how long the information is retained.
  - g. Describe how the information is stored and kept.
  - h. Describe how the information is secured.
11. Specify whether you collect information on GMU or any party related to GMU from third parties. Respond to Items a. through i. below relative to this information.
  - a. Identify the type/specific information being collected (*User Data – Anonymous or Personally Identifiable*).
  - b. Specify who collects the information.
  - c. Specify why the information is collected.
  - d. Describe how the information is collected (*explicitly, via Cookies, via Web Bugs, etc.*)
  - e. Describe how the information is used.
  - f. Specify how long the information is retained.
  - g. Describe how the information is stored and kept.
  - h. Describe how the information is secured.
  - i. Specify whether you share the information with another party.
12. Specify the transaction information collected/maintained.





## Business Functionalities (Q-18CL)

### Instructions

- The Summary worksheet displays your overall progress for the questionnaire.
- The worksheets numbered from 1 to N represent question sets.
- For each question set, select a response from the dropdown (if applicable) and enter a response comment for each question in the table.
- If specific instructions have been provided for a given subset, they will appear as a tooltip for a purple cell. Mouse-over to review them.
- When pasting content, please use Paste Special as Text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please do not use Excel formulas in your responses.
- Please follow the instructions provided along with this file to submit it back to Bonfire.
- If you have any questions regarding the content of this file, please contact the appropriate purchaser.
- If you have any technical problems, please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com).

Summary

Question Set	Questions	% Complete	Progress
1	24 Questions	100.00%	<div></div>
2	11 Questions	100.00%	<div></div>
3	7 Questions	100.00%	<div></div>
4	4 Questions	100.00%	<div></div>
5	7 Questions	100.00%	<div></div>
6	26 Questions	100.00%	<div></div>
7	8 Questions	100.00%	<div></div>
8	12 Questions	100.00%	<div></div>
9	10 Questions	100.00%	<div></div>
10	11 Questions	100.00%	<div></div>
Total	120 Questions		<div></div>

Question Set 1: Application Functionality

1.0.1	Describe the features, functionality, administration, and ease of use of proposed Study Abroad & International Student Management System.	Fully Compliant	<p>configuration on the market.</p> <p>Terra Dotta allows for the collection and review of as many application and post-application pieces of information as desired. The solution also supports building out multiple types of letters of recommendation that students can send to advisors for completion when required. Travel award essays can also be set up within the solution so that the users can work on them, save them, return to them, and ultimately submit them as needed. Administrators are able to set up multiple users in the system to review any of these requirements submitted.</p> <p>Terra Dotta has experience integrating with a variety of Student Information Systems. Any fields integrated between the SIS and Terra Dotta will automatically populate and update for the student as changes take place in the SIS. All integrated fields are also not able to be edited directly in Terra Dotta, ensuring that data remains consistent between the two systems.</p> <p>Terra Dotta supports the ability for students to search by location as well as all of the custom parameters listed in this question item. In short, GMU can build as many custom search parameters as desired for students to leverage. GMU can also differentiate between in-house, provider, and faculty-led programs, making it easy for students to browse programs and understand who is offering them.</p> <p>Student application progress is tracked in the system requirement by requirement. It's very easy for both students and administrators to see and understand what has or has not been completed. Additionally, forms and program database information can be easily updated by university study abroad staff and, in appropriate cases, by the individual faculty members leading the program. Forms are built and managed in a single screen similar to building a Google form or Survey Monkey spreadsheet. Program information is managed in a handful of screens and is easy to learn and manage.</p> <p>Terra Dotta's AlertTraveler mobile application can be downloaded to mobile devices and automatically alerts travelers of emergency events based on both their GPS location and dates of travel. This keeps them up-to-date and safe as they travel around the world. The AlertTraveler application enables travelers to access country intelligence information on every country in the world as well as major metropolitan areas. The AlertTraveler app enables quick access to an emergency contact. The student is provided one touch access to local emergency service lines for police, fire, ambulance, and general emergency. GMU can also put in an institution-specific number and directions on what the users should do. Access to local embassy addresses and phone numbers is also available.</p>
1.0.2+C12:G25	Describe the functionality associated with building a digital program catalog that is updated and publicly searchable, along with the process for adding and removing Study Abroad programs to the system.	Fully Compliant	<p>via a guided process. This is a five-step process that guides administrators through everything they need to do to begin accepting applications to the program.</p> <p>Step 1: Configuration</p> <p>Configuration enables you to start with the core components. Assigning things like the program name, terms, and location.</p> <p>Step 2: Dates and Costs</p>
1.0.3	Describe the navigation for study abroad participants and international students interested in learning about programs, applying to programs, making appointments, updating contact information, and asking questions.	Fully Compliant	<p>Terra Dotta supports the ability for students to search by location as well as all a variety of custom parameters. In short, GMU can build as many custom search parameters as desired for students to leverage. GMU can also differentiate between in-house, provider, and faculty-led programs, making it easy for students to browse programs and understand who is offering them.</p> <p>Through Terra Dotta, Students can schedule advising appointments with any staff members that have made their advising hours available.</p>
1.0.4	Describe the navigation for international students interested in learning about GMU (recruitment), the application process, programs and activities for current students, scheduling appointments with staff, completing documents/surveys, and asking questions.	Fully Compliant	<p>In the Terra Dotta platform of solutions, our module for International Student Services is seperate from our outgoing Study Abroad Management solution. Though the modules share similar interfaces, administrative experiences, and reporting capabilities. Our ISSS module has a focus on a real time interface with SEVIS, a configurable international student portal, document collection, I-20 issuance, and more. If George Mason Univeristy wishes to learn more about Terra Dotta's ISSS module, please let us know.</p>
1.0.5	Describe how the system will interface with Banner, including information transfer/update and frequency.	Fully Compliant	<p>Terra Dotta's experience integrating with Banner allows for a seamless user experience. Any fields integrated between your SIS and Terra Dotta will automatically populate and update for the student as changes take place in your SIS. All integrated fields are also not able to be edited directly in Terra Dotta, ensuring that data remains consistent between the two systems.</p>
1.0.6	Describe system capability of administrative users to create, submit, approve, and monitor paperwork for students during application process for both study abroad participants and international students.	Fully Compliant	<p>Terra Dotta supports completing an online application and document submission based on administrative user's configuration. By leveraging approval workflows, GMU administrations have the ability to review and take action on submissions. Additionally, notification triggers can be utilized to monitor and approve student submissions.</p>
1.0.7	Describe system capability for an online application process and program management, including the ability to track, monitor, and communicate with a.faculty, staff, and students before their departure and while abroad. b.international faculty, scholars, and students while at GMU and as alumni.	Fully Compliant	<p>Terra Dotta's application process uses a series of distinct time periods, known as application phases, to manage when and how information appears on applications. Process elements are deployed to program applications to appear to applicants in one of these phases. Additionally, email reminders/notifications may be automated for dissemination at any level of frequency the administrative office desires.</p>
1.0.8	Describe the system's ability to customize applications to meet individual program and applicant specific requirements.	Fully Compliant	<p>The Terra Dotta Study Abroad solution offers the most comprehensive set of tools in the market to manage programs, including but not limited to:Application dates, Program dates, Cost management, Public program content, Requirements for program applications, Pre-departure, while abroad, and returnee phase information and content sharing with applicants. You can also manage relevant program contacts, such as providing specific permissions to faculty for reviewing applications for their program. The solution's program management features and functionality are further discussed in subsequent program-related questions.</p>
1.0.9	Describe functionality associated with collecting application fees.	Fully Compliant	<p>GMU already leverages the Payment Gateway Interface with Terra Dotta to collect application fees, allowing for students to make payments to their programs within the experience of the application portal.</p>

1.0.10	Describe system capability to send automatic reminders to students with incomplete applications, forms, or missing participant materials.	Fully Compliant	The solution offers the capability of automating emails based on various triggers. Example triggers include creating an application, submitting an application, committing an application, submit any application requirements, any changes in status, reminders for application requirements not yet submitted.
1.0.11	Describe system capability to receive instant confirmations when applicants receive and read important application information or correspondence.	Fully Compliant	All activity recorded in the applicant experience is acknowledged in real time via the Admin Console, including dates and time stamps.
1.0.12	Describe the ability for administrative users to communicate with GMU study abroad participants, non-GMU participants, international students, directors, and departments via email and bulk texts.	Fully Compliant	Terra Dotta's built-in features enable administrators to establish triggers that email students based on actions they take in the system. For example, automatic emails are sent when completing a specific requirement and after submitting their application. These triggers combined with the requirements page for students curb the need for email notifications by replacing them with centralized communications in the Terra Dotta portal.
1.0.13	Describe the ability for administrative users to post, share, and interact with directors or departments regarding updates, including but not limited to applications to review, acceptance status, and participant lists.	Fully Compliant	With the utilization of tags, administrators have the capability to assign digital labels to applications to streamline organization, advising, and reporting on applications. These tags can be a simple way to track student engagement such as attending a study abroad fair. User Management for Terra Dotta Study Abroad is a centralized interface accessible from the Admin Console from which administrators can configure their site's user groups, the members of these groups, and the permissions associated with these groups. Permissions are used within the software to assign and restrict access to specific actions, features, and data.
1.0.14	Describe the ability for administrative users and program directors to manage their own groups and track, update and collect materials.	Fully Compliant	Terra Dotta supports itinerary records which enable administrators to monitor an applicant's participation status in a program, including determining when an applicant has started or completed their participation, and if the itinerary record is assigned with a location, the applicant's whereabouts between the start and end dates.
1.0.15	Describe the ability to track the participant records of current and past students going on GMU sponsored programs, non-GMU programs, and exchanges.	Partially Compliant	Terra Dotta's Study Abroad solution can store and report on records of individuals travelling abroad for university purposes; prospective students, current students, educational abroad alumni, faculty and staff.
1.0.16	Describe the ability to track the participant records of international applicants, current international students, and alumni.	Fully Compliant	Terra Dotta's International Student and Scholar Solution is designed to meet these needs. If George Mason University wishes to explore the ISSS module, please let us know.
1.0.17	Describe the ability to track all student, staff and faculty travel – domestically and abroad.	Fully Compliant	Through the use of AlertTraveler, administrators can easily see all GMU travelers who have registered through Terra Dotta. Terra Dotta leverages geo-location services through our mobile app as well as itinerary information captured in the application process to track and locate travelers.
1.0.18	Describe the ability to register and manage incident reports for risk management purposes	Fully Compliant	Through the use of AlertTraveler, administrators have the ability collect information around critical events, impacted travelers, bi-directional communication, and check-ins. All events and data related to the incident will be captured in the history log on AlertTraveler, allowing administrators to easily produce information if needed.
1.0.19	Describe how the system can be used to manage and meet Clery Act reporting requirements.	Fully Compliant	Study Abroad Clery Act reporting is a complex process. Although it is only a small piece of the larger Clery Act reporting, it should not be overlooked. Study abroad directors can help their institution by getting the conversation started, pulling in the right campus resources and working to establish a clear process flow. It is clear that cooperation and collaboration across institutional departments and with international partners is critical to a successful outcome. GMU's use of Terra Dotta's risk mitigation tool, AlertTraveler is key here.
1.0.20	Describe functionality used to manage registration of students and their study abroad trips with the State Department enrollment system.	Fully Compliant	Terra Dotta has the capabilities to report on detailed information regarding student trips. Leveraging our robust reporting capabilities in this scenario will be most appropriate.
1.0.21	Describe the features of the system that manage pre-departure preparation of students going abroad and pre-orientation and orientation for international students, including but not limited to meetings, forms, and online methods.	Fully Compliant	The application process is divided into four distinct phases - application (pre-decision), pre-departure (post-decision), while abroad, and returnee. This allows for targeted and relevant task management for students throughout the application process. These stages can be leveraged to collect certain application materials, trigger various communications, and more.
1.0.22	Describe the ability to manage program proposals, including but not limited to courses and budgets.	Fully Compliant	While Terra Dotta's Study Abroad product is specifically an application management system, it is deeply configurable and flexible in order to accommodate a multitude of needs and use cases. Further discussion may be necessary to discern how the institution is either currently using Terra Dotta to accomplish this or looking to do so in the future.
1.0.23	Describe how the system will monitor, track and communicate with study abroad and international students, faculty and alumni.	Fully Compliant	Through Terra Dotta's robust risk mitigation tool, AlertTravler, GMU administrators will be able to track, monitor, and communicate with travelers from their administrative portal or the app on their mobile phones.
1.0.24	Describe system capability to be used as an assessment tool to collect and report data.	Fully Compliant	Terra Dotta supports in-depth search and reporting functions. Essentially every field setup within the system by the institution or pre-built in Terra Dotta can be used to create in-depth searches and reports filtered to the exact data desired. The reports can be presented in visually appealing formats like pie, bar, and bubble charts as desired.
24 Questions		100.00% Complete	

Question Set 2: Application Technology

#	Question	Response	Comment
2.0.1	Describe how the modules function as an integrated whole and detail any limitations in their ability to function independently from other modules.	Fully Compliant	The Study Abroad product functions as one comprehensive solution, precluding the need for additional modules or "add-ons." That said, the solution is a menu driven application and therefore access to functions are determined by the institution via Role creation.
2.0.2	Describe the application security features for data, for each module, and for the system. Describe all row-level security options as well as any field-level encryption available.	Fully Compliant	<p>The authorization controlling permissions for a user are controlled through the Terra Dotta permission model. This is controlled by system administrators in the application and defines all privileges assigned to them. All hosted production websites are protected in user-authenticated areas for data encryption of transacted information over HTTPS, either using Terra Dotta wildcard SSL certificates or SSL certificates provided by the customer (by customer request). Required bit-length of SSL certificates is 4096 bits.</p> <p>Transfer of data files to and from Terra Dotta servers for student information systems (SIS), HR or other data integration purposes is done via SSH using SFTP or SCP, which is an industry-standard, secure protocol for file transfer. Uploaded data files are accessed, processed and then deleted from the account-restricted SSH receiving folders.</p> <p>Terra Dotta uses BitVise WinSSHD as our SSH server. The customer may choose any compatible SSH client for their connection. The recommended, preferred method for authentication is by shared key, which must be provided to Terra Dotta from the client software. Our network is equipped with Alert Logic Threat Manager, a network-based IDS (intrusion detection service), to identify and respond to any threats and scan for system vulnerabilities.</p>
2.0.3	Describe any transactions or functions that are not done on a real time basis and list batch jobs required for this function.	Fully Compliant	N/A
2.0.4	Describe how menus are used within the system and if menus are customizable and/or configurable. Define what customizable and configurable mean for your application.	Fully Compliant	While Terra Dotta's Study Abroad solution is an "out-of-the box" product, it is highly configurable with a vast array of configuration options to accommodate the office's workflows. Further discussion may be necessary to discern what specifically the institution would like to accomplish with menu configuration.
2.0.5	Describe the extent to which the user can configure or customize all forms, reports, input/output screens, formats, etc. to brand the application for GMU. Define what modifiable, customizable and configurable mean for your application.	Fully Compliant	Terra Dotta's implementation team works with end-users, technical staff, marketing, branding, and others to ensure details on forms reports, input/output screens, and GMU branding is displayed in a way that meets the needs of your instituion. GMU's current use of the Terra Dotta platform is the best example of this. Should George Mason's adminisitrative users wish to update forms, reports, input/output screens, formats, etc. to brand the application for GMU in a new way, GMU can do so within the adminisitrative console of Terra Dotta.
2.0.6	Describe the tools and expertise which university technical staff would use to support, troubleshoot, configure or customize the application.	Fully Compliant	Terra Dotta offers a comprehensive Knowledge Base that empowers technical staff and functional users alike to support, learn, troubleshoot, and configure and customize the application. Additionally, GMU's Customer Success Manager will be a resource for GMU's staff for new functionality adoption resources, best practices, and support escalation.
2.0.7	Describe other customizations available and associated cost, i.e., hourly and fixed fee.	Fully Compliant	Custom projects with Terra Dotta require thorough scoping prior to the issuance of a SOW or related pricing.
2.0.8	Describe how configuration and customization will affect future releases of software.	Fully Compliant	Terra Dotta's Customer Success Management team aims to proactively inform clients about upcoming releases. Should a release impact the customization of a client's instance of Terra Dotta Study Abroad, the Customer Success Manager will work directly with the GMU end-user and Terra Dotta product team to ensure continuity of service. This is a rarity due to the already broad configurability of the module.

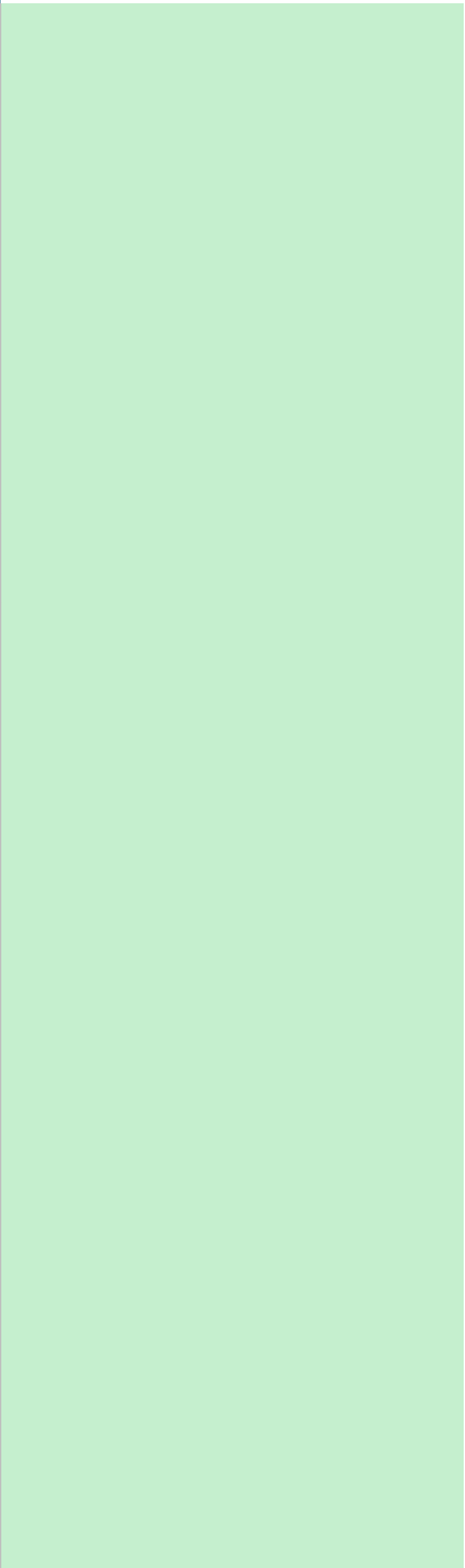




2.0.9	Describe workflow functionality included with the application and provide a list of any function for which workflow is already built and delivered.	Fully Compliant	<p>The program catalog is a searchable repository of all programs available to study abroad applicants. Each program will have a corresponding program webpage that allows you to provide relevant information publicly, and 'market' the program to your students and stakeholders. The application is the list of requirements that must be completed in order for an applicant to be considered for the program. With Terra Dotta, you can customize the application requirements based on the program, student, and/or phase. Application phases include pre-decision, post-decision, while abroad, and returnee. In each of these phases, different application requirements can be deployed.</p> <p>Administrative tools will assist with the day-to-day management of your website, programs, and students who are applying to study abroad, already on their program, or who have returned from a study abroad experience. Our administrative tools are robust and give you the power to set up automatic communication with your students, create reports and dashboards, keep tabs on applicants in all phases, and much more. These tools will change how you do your work on a daily basis and even the way you interact with your students.</p> <p>Public content available to all site visitors browsing your website is an important part of your web presence. This can include everything from information about the office, how to apply to programs, updates for parents, and the list goes on. Terra Dotta software gives you the power to manage that information from the same administrative area as the rest of your daily tasks.</p> <p>Search functions both for administrators and for students researching study abroad programs on the public-facing website. To easily find applications, programs, content, and more. The software supports three types of website program searches: keyword search, quoted search, and phrase-based search. For administrators, there are internal search options to easily find and manage individual and group applications as well as to find programs.</p>	
2.0.10	Describe how GMU's e-mail systems would be incorporated with your system's operation. (Faculty/Staff – on-premise Exchange and students - @Edu).	Fully Compliant	<p>Terra Dotta software regularly sends emails as part of daily tasks and routines. Sometimes these emails are generated automatically and sent "from" the contact 1 email address (configured under Settings &gt; Account Info), and sometimes the emails are manually written and sent from any site administrator. In order to ensure emails are delivered properly from your Terra Dotta site to your users and to prevent emails coming from your Terra Dotta site from being flagged as spam, you will need to set up SPF and DKIM.</p> <p>Any new Terra Dotta client who is implementing will be asked to configure SPF and DKIM as part of their initial project. Clients who have already gone live and are experiencing email delivery issues can configure SPF and DKIM to resolve those delivery concerns. Without SPF and DKIM, emails coming from your Terra Dotta site might not be properly delivered because these emails are typically sent "from" a domain that does not match the domain of the email server that sends Terra Dotta's emails.</p> <p>For example, your administrator in the Terra Dotta site will have an email address specific to your institution or company - such as jsmith@yourinstitution.edu. When this administrator sends an email from the TD site, it comes from the yourinstitution.edu email address. However, it is actually sent from Terra Dotta's "terradotta.com" email server. If "terradotta.com" doesn't have permission to send emails on behalf of yourinstitution.edu, Gmail and other email service providers will likely flag the email as suspicious. Therefore, it is highly beneficial that you set up both the SPF and DKIM processes in order to ensure email delivery success.</p>	
2.0.11	a. Describe third party e-mailing, if this functionality is part of your solution. What messaging service is utilized by your system? Describe details of how messages look (from, etc.)	Fully Compliant	N/A	
11 Questions			100.00% Complete	

Question Set 3: Reporting

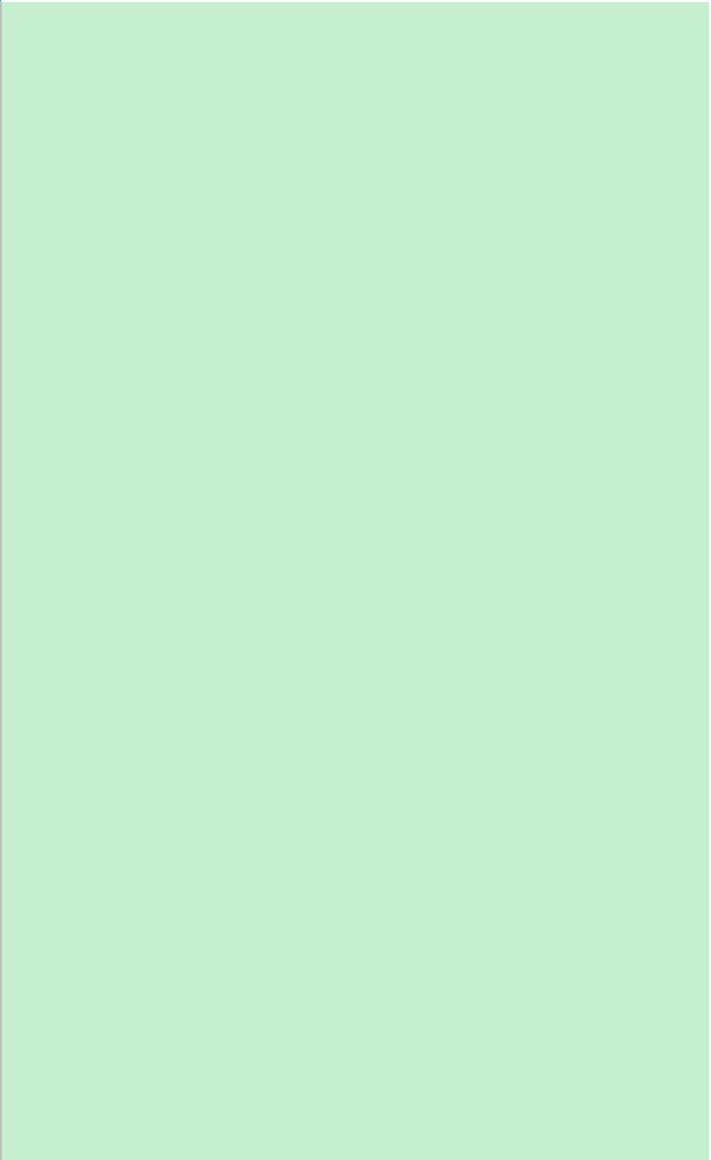
#	Question	Response	Comment
3.0.1	Describe the system's ability to report daily sales/transactions as well as game day settlements.	Fully Compliant	Terra Dotta's Analytics reporting tool provides the option to create reports on payment information. Use the available "SA-Payment Report" template to generate a query for payment materials with a payment status of "Success". This payment status filter can be modified to view other payment statuses, such as "Initiated" or "Failed". Available data points include the following: Application ID Material ID Material Name Amount Amount Paid Payment Created Date Vendor Payment Method Account Type Account Number Currency Type Approval Code Receipt Number Material Status Payment Status Payment Updated Date
3.0.2	Describe reporting functionality to include but not limited to statistical analysis of all system data and analytic reporting for online transactions, site visits, and email outreach.	Fully Compliant	<a href="#">Please also refer to this article for a fully detailed description of TD's reporting component, Analytics</a>
3.0.3	Describe application approach/strategy for reporting including the approach to ad-hoc reporting for power users as well as the occasional user.	Fully Compliant	Terra Dotta's solution allows for a high degree of customization and flexibility in creating reports. Users can specify the data sources, filters, and groupings to create reports that meet their specific needs. The reports can be scheduled to run at specified intervals and delivered via email or exported to various formats, including PDF, Excel, and CSV.  Furthermore, the Analytics component provides users with access to a wide range of pre-built reports and dashboards, allowing for easy and quick analysis of data. These pre-built reports cover a variety of topics such as student enrollment, visa status, and program participation, among others. Overall, the Analytics component of Terra Dotta's solution provides a powerful tool for administrators to easily and efficiently generate and manage reports, ultimately leading to improved decision-making and better outcomes for their international programs.
3.0.4	Describe all reporting tools supported and how they integrate with the product. Does application licensing include any of the products?	Fully Compliant	The Analytics tool in Terra Dotta's platform is the reporting functionality by which a client can export data fields captured in the software.
3.0.5	Provide a list of all reports delivered as part of the base product including a short description of each. Also include a sample of several reports for review.	Fully Compliant	In addition to supporting an unlimited report repository, Terra Dotta's Analytics component offers a high degree of flexibility and customization when it comes to generating reports. The system allows for the creation of custom queries and reports that can be tailored to meet the specific needs of the institution. This means that administrators can mine any and all data that the institution is collecting within the Terra Dotta solution for reporting purposes. The Analytics component can be configured to generate reports that provide valuable insights into the institution's global engagement activities.  During the implementation process, the Terra Dotta team works closely with the institution to understand their reporting needs and preferences. Based on this information, the team creates an initial repository of reports that are tailored to support the institution's specific requirements and best practices. These reports can then be saved in private or public folders for easy access and sharing among authorized users.  Overall, the Terra Dotta solution provides a powerful reporting tool that enables institutions to gain valuable insights into their global engagement activities and make data-driven decisions to support their mission and strategic goals.
3.0.6	Describe reporting output formats available.	Fully Compliant	The reports can be scheduled to run at specified intervals and delivered via email or exported to various formats, including PDF, Excel, and CSV.
3.0.7	Describe the types of reporting that would typically require Information Technology staff support.	Fully Compliant	Terra Dotta's reporting tool does not require Information Technology Staff support.
7 Questions		100.00% Complete	





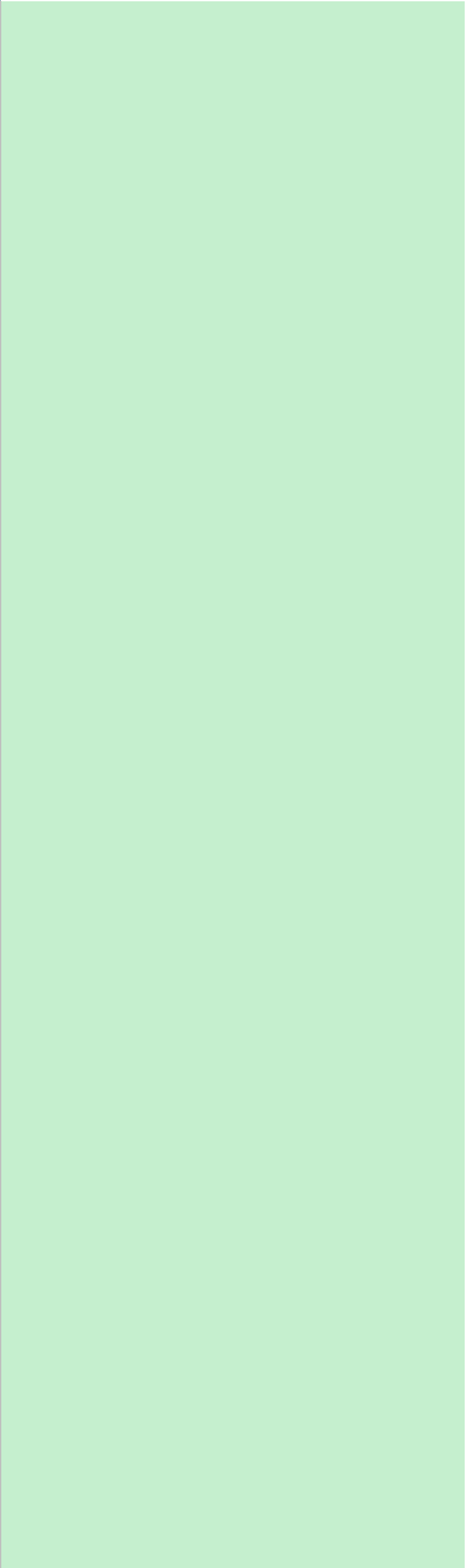
Question Set 4: Services

#	Question	Response	Comment
4.0.1	Describe the training options and include a catalog of training offerings and their associated costs. Response should include differentiation between technical staff and end-user training.	Fully Compliant	Terra Dotta places a high value on providing dependable and prompt customer service, with response times varying depending on the complexity of the case. Simple how-to inquiries are usually answered quickly, while cases requiring development updates may take longer. Critical issues are given the highest priority, with immediate responses and resolutions. In addition, the university is provided with a dedicated Customer Success Manager, who is available for in-person meetings, email, phone, or Zoom to offer training, resources, and best practices to help ensure that the solution is being utilized to its maximum potential.
4.0.2	Describe services available from your company and/or partners including pricing information that may be included in the final contract. Examples of services that could be included are: a.Implementation b.Development c.Project Management d.Architecture and Design e.Capacity Planning f.Installation and Configuration g.Performance and Scalability h.Conversion i.Monitoring, administration and upgrades j.Operations metrics	Fully Compliant	Terra Dotta recognizes the importance of providing guidance, training, and best practices to  a. Implementation: Not applicable, Terra Dotta is already implemented on GMU's campus b. Developement: Not applicable, Terra Dotta is already implemented on GMU's campus c. Project Managemet: Not applicable, Terra Dotta is already implemented on GMU's campus d. Architecture and Design: Not applicable, Terra Dotta is already implemented on GMU's campus e. Capacity Planning: Not applicable, Terra Dotta is already implemented on GMU's campus f. Installation and Configuration: Not applicable, Terra Dotta is already implemented on GMU's campus g. Performance and Scalability: Terra Dotta Customer Success Manager, Support Team, and Account Team are responsible for addressing performance and scalability with the end-users. Given the existing partnership, Terra Dotta would like to propose the continuation of active listening sessions and planning with GMU staff.
4.0.3	Describe the support options available through your company including on-going support of the application. Describe what portions of support to be performed by IT, the customer versus the vendor.	Fully Compliant	Terra Dotta's Customer Success team is designed to have a direct relationship with our clients. Your dedicated Customer Success Manager will work with the University office on a wide range of needs related to understanding the features and functionality of the software. This service utilizes open office hours to further support your needs and is in addition to the standard technical support provided.  Typically, these support resources are leveraged by the customer or function office end-users.
4.0.4	If support is provided to end-users directly as part of your services, provide the SLA under which you would operate	Fully Compliant	See SLA webpage. <a href="https://www.terradotta.com/service-level-agreement.php?terradotta">https://www.terradotta.com/service-level-agreement.php?terradotta</a>
4 Questions		100.00% Complete	



Question Set 5: General

#	Question	Response	Comment
5.0.1	Describe typical implementation timeline and project plan and include examples of previously used project plans.	Fully Compliant	Not Applicable: Terra Dotta is already implemented on GMU's campus
5.0.2	Describe how product(s) addresses accessibility to ensure the application is accessible to people with disabilities. Describe testing for adherence to accessibility guidelines and standards. Provide documentation of the testing performed and results of that testing including the Web Accessibility and Template Guide (WATG located at <a href="http://www.vadsa.org/watg">http://www.vadsa.org/watg</a> ).	Fully Compliant	Terra Dotta references the accessibility standards outlined in Section 508 of the U.S. Rehabilitation Act (ADA) for all product development. More specifically, we incorporate the standards for web-based intranet and internet information and applications set forth in 36 C.F.R. § 1194.22 of the Section 508 Electronic and Information Technology Accessibility Standards. Terra Dotta completes a Voluntary Product Accessibility Template (VPAT) with the release of each product.
5.0.3	Describe the Help system(s) and how it can be modified.	Fully Compliant	The Resource Center is comprised of six categories: Knowledgebase Users may search for support articles, technical documentation, community posts and more via topic or keyword search. Announcements Information regarding feature releases, upcoming events, new resources and other news Support Clients can utilize this option to submit tickets for technical support, as well as view the status of previously submitted tickets. Learning Center Clients can visit the Learning Center for access to live and on-demand training sessions to support their success with Terra Dotta software. Community Clients can visit the Community Forums to join the conversation and provide product ideas & feedback. Service Status Terra Dotta's Status Page gives real-time information on the current state of Terra Dotta's internal systems and site availability for clients based in our US datacenter in Louisville, KY.
5.0.4	Describe your relationship with the vendor(s) of any third-party tools (i.e. reporting tools, application server and DBMS vendors, etc.) included in this proposal including licensing, costs, support for the product(s), and versions (e.g. full or modified).	Fully Compliant	N/A
5.0.5	GMU is interested in developing a strategic relationship with the successful vendor. Provide information regarding ideas on how such a relationship can prove mutually beneficial.	Fully Compliant	Terra Dotta's staff and leadership team are available for open discussions with administrators and staff from Mason. At Terra Dotta, client feedback plays a crucial role in shaping and improving our product development. We actively seek client feedback through various channels such as support portal forums, feedback forms following major releases, and direct conversations with our product, customer success, support, business development, and executive teams. We also conduct ad hoc working group meetings to gather valuable feedback and insights from our clients.  The feedback and feature ideas provided to Terra Dotta by clients play an integral role in driving both major and minor product development initiatives. These suggestions are evaluated in the context of emerging technology and the ongoing requirements for scalability and stability.
5.0.6	Describe active user groups and how they function.	Fully Compliant	Recognizing the power of collective wisdom, Terra Dotta leverages customer user groups to ensure customer alignment with product roadmapping. Terra Dotta has placed emphasis on regularly monitoring user forums and online community spaces where institutional partners share best practices, challenges, and more. Terra Dotta's annual user conference, TDU, is planned to pick back up in 2024. Terra Dotta users come together during this conference to foster a sense of community, collaboration, gain valuable training, and deliver user feedback directly to our product teams.
5.0.7	Describe licensing. If licensing is based on number of users, describe the models used to obtain numbers both for current and future usage.	Fully Compliant	Licensing is based on an estimated number of total Study Abroad applicants annually. Applicants are defined as Study Abroad participants who have completed their entire application, submitted that application for review, and the Study Abroad office is able to take action on that application. We recognize that asking institutional partners to deliver an exact number of applicants is unfair. We're simply looking for a ballpark number that will help guide our pricing. Though Terra Dotta does not regularly audit applicant numbers, it is common that Terra Dotta's Account Team will hold conversations with the functional office to find out where numbers are headed.
7 Questions		100.00% Complete	



Question Set 6: Technical

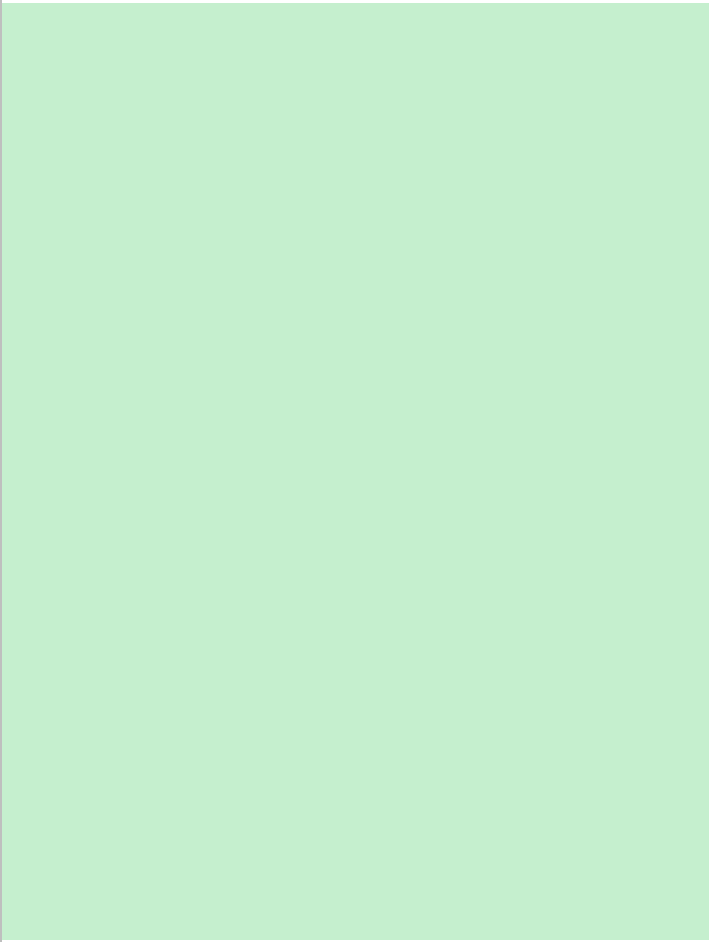
#	Question	Response	Comment
6.0.1	Provide a detailed diagram of the typical architecture/technical environment required for the system. List all protocols and ports used for communications and indicate which components are clients and which are servers and whether the communications are fully, partially, or not encrypted. Specify any communications paths where unencrypted authentication or other sensitive data are passed. List all third-party dependent integration points and data paths including any web content included from or sent to outside parties.	Fully Compliant	Please see Architecture Overview, included.
6.0.2	Describe the toolset from which your application is derived.	Fully Compliant	Please see Architecture Overview, included.
6.0.3	Describe hardware and software requirements for the proposed system(s) along with any sizing assumptions made to arrive at those requirements.	Fully Compliant	<p>As a cloud-based, fully hosted solution, Terra Dotta is able to offer a number of advantages to its users. Firstly, because the solution is hosted in the cloud, there is no need for institutions to purchase or maintain their own servers or IT infrastructure. This means that there are no hardware or software maintenance costs to worry about, and no need for in-house IT staff to manage the solution.</p> <p>In addition, because Terra Dotta is a fully hosted solution, updates and upgrades are automatically handled by the Terra Dotta team, ensuring that the solution is always up-to-date and running at peak performance. This also means that new features and functionality can be quickly and easily added to the solution as they become available, without the need for any additional installation or configuration.</p> <p>Another advantage of Terra Dotta's cloud-based hosting is that it provides users with a high level of scalability and flexibility. As institutions grow and their needs change, the solution can be easily scaled up or down to meet those changing needs, without the need for any additional hardware or infrastructure.</p> <p>Overall, Terra Dotta's cloud-based, fully hosted solution provides users with a reliable, cost-effective, and highly scalable way to manage their international education programs, while also providing the flexibility to quickly and easily adapt to changing needs and requirements.</p>
6.0.4	Describe supported server hardware and/or virtualized platforms. Describe support for the following operating systems: Linux and Windows. If virtualization is supported, what virtualization technologies are supported including what components can be virtualized?	Fully Compliant	<p>Antivirus software is installed on Windows and Linux systems and within client environments for those who choose the service. Antivirus software is installed on Windows servers and workstations to detect and prevent the installation of malicious software. The software is updated with new virus signatures automatically on a daily basis (8.4). Additionally, an intrusion detection system (IDS) is in place to analyze network traffic and system events (8.5). A FIM solution is also in place to detect unauthorized changes to systems. This solution is in place for both the internal environment and client environments for those who choose to use the service. Events related to antivirus, IDS, and FIM are configured to be sent to a centrally managed logging platform that is set to notify the Event Management team if any events configured above thresholds occur. Privileged access attempts and login failures on both Windows and Linux systems are also logged and monitored. See the Monitoring Activities control objective for further information. Virtualization technologies are N/A.</p>
6.0.5	Describe support for load balancing and system failover including any and all vendor specific preferences. Also include any vendor specific configuration guides.	Fully Compliant	NTirety maintains a fully redundant data center in Louisville, KY. Terra Dotta resources are maintained in a consistently HA manner including load balancers, firewalls, network switches, web servers, database servers among others.
6.0.6	Describe how scalability is accomplished as the criticality of the system(s) and number of users increase.	Fully Compliant	<p>Terra Dotta's hosting services operate on Microsoft SQL Server 2012 database software. This database platform has been selected because of its proven reliability and scalability for enterprise-level applications. If your institution currently has an installation of Terra Dotta on campus that uses a different database platform such as Oracle or MySQL, it will need to be converted to Microsoft SQL Server before it can be migrated to Terra Dotta's hosted systems.</p> <p>Our Professional Services Team can provide assistance with the migration process as an added service. Our team has extensive experience in data migrations and can help ensure a smooth and successful transition to our hosting environment. We understand that this can be a complex and time-consuming process, and we are committed to providing the support needed to minimize disruption to your operations.</p> <p>Once your data is migrated to our hosting environment, you will benefit from the increased security, reliability, and performance of our infrastructure. Our hosting environment is designed to provide a secure and stable platform for your Terra Dotta system, and our support team is available to assist with any issues that may arise. We are committed to ensuring that our hosting services meet the needs of your institution and help you achieve your goals for international education and compliance management.</p>
6.0.7	Describe the system capabilities and options for the backup and restoration of the system components (example: database)	Fully Compliant	<p>Terra Dotta's hosted systems are backed up nightly, including database, user media files and application code, using CommVault enterprise networked backups, both within the local data center and to a remote mirror site (Newark, DE). A weekly backup is shipped to secure, AES256-encrypted cloud storage (Infrascale SOS Online Backup) outside of our data center. Recovery procedures will vary depending on the nature and severity of any critical event involving loss of data or hardware.</p> <p>The Software and the Site will be available for normal use at least 99.7% of the time, 24 x 7 x 365, excluding scheduled maintenance.</p>

6.0.8	Describe the average client response time for all the various functions of the proposed system.	Fully Compliant	<p>Terra Dotta understands the importance of reliable technical support for its clients and therefore provides assistance through various channels. Clients can access Terra Dotta's technical support team through the support portal, phone, and email. The support portal offers a self-service platform where clients can submit tickets, access knowledge base articles, and track the status of their tickets. The phone and email support options provide clients with direct access to Terra Dotta's technical support specialists, who are available to assist with any issues or inquiries. To ensure prompt and effective assistance, Terra Dotta's technical support is available 24/6, with the ability to submit tickets 24/7/365. Response times for submitted tickets may vary based on the severity of the issue. For critical issues, Terra Dotta's current response time is two business hours, with a resolution or action plan time of 24 hours. This demonstrates Terra Dotta's commitment to providing timely and efficient technical support to its clients.</p>
6.0.9	Describe services not available during scheduled maintenance.	Fully Compliant	<p>The Software and the Site will be available for normal use at least 99.7% of the time, 24 x 7 x 365, excluding scheduled maintenance.</p> <p>Terra Dotta provides a hassle-free experience for its clients by handling all upgrades and maintenance as a SaaS solution. The platform's upgrades are carried out on a quarterly basis, with releases first deployed to client test sites before production. This is done to ensure that the upgrades are fully tested and verified for optimal performance before they are released into production, usually 2-3 weeks after the client test sites release.</p> <p>Administrators receive regular email communications about upgrades as they are deployed to client test sites. These emails include details about new key functionality, improvements to previous features, and any bug fixes. To ensure that administrators are kept informed about the upgrades, a Pendo Message is displayed when they log into Terra Dotta, which can be dismissed and reviewed as desired.</p> <p>To provide an overview of the latest release, a product webinar is conducted during each upgrade cycle. The webinar covers the key components of the latest release, and clients can attend to learn more about the latest upgrades and features.</p> <p>Terra Dotta reserves a weekly maintenance window on Saturday mornings Eastern Time, even though it often goes unused. This window is reserved for any emergency patches, upgrades, and other maintenance work that may be required to ensure that the platform runs smoothly and efficiently.</p>
6.0.10	Describe any standard and proprietary APIs, integration/connection resources, and development languages and tools that extend your toolset.	Fully Compliant	<p>Terra Dotta's application provides the functionality for auto-population of fields from existing sources. The solution allows users to integrate and import data from other sources, such as student information systems (SIS) and human resource management systems (HRMS), to avoid manual data entry. This integration can occur through various methods, such as file uploads or API integrations, and it enables users to automatically populate data fields within the Terra Dotta solution. This not only saves time but also reduces the possibility of human error in data entry.</p> <p>Our custom API integration projects are designed to integrate with other systems and software that your institution may use, such as Student Information Systems (SIS), Customer Relationship Management (CRM), Learning Management Systems (LMS), and other third-party software. Our team of experienced developers will work closely with you to determine the exact requirements and specifications of your integration needs, and we will design and implement a custom solution that meets those needs.</p> <p>Our custom API integration projects include a thorough analysis of your existing systems and data structures, as well as a detailed understanding of your business requirements. We will work with you to identify the specific data elements that need to be integrated and the appropriate API methods and protocols for integrating that data. Our team will also provide documentation and training to ensure that your staff is fully equipped to utilize the new integration effectively.</p> <p>At Terra Dotta, we understand that each institution has unique needs and requirements, and we are committed to providing customized solutions that meet those needs. Our API integration services are designed to enable your institution to streamline your workflows, improve data accuracy and accessibility, and enhance overall efficiency and effectiveness.</p>
6.0.11	Describe the client operating system and browser requirements for your toolset. List any additional client-side software required for development/management of your toolset.	Fully Compliant	<p>The Terra Dotta solution is designed to be browser agnostic, meaning that it is compatible with all major web browsers including Chrome, Firefox, Safari, Edge, and Internet Explorer. Users are free to choose which browser they prefer to use with the system, and the solution is designed to perform equally well across all of them.</p> <p>This browser-agnostic approach provides a great deal of flexibility to institutions using the Terra Dotta solution. They are able to choose the browser that works best for their needs and preferences, without worrying about compatibility issues or other technical concerns. This can help to simplify the user experience, and reduce the need for IT support and maintenance.</p> <p>Furthermore, since the solution is accessible through any web browser, it can be used on a wide range of devices including desktop computers, laptops, tablets, and smartphones. This means that users can access the solution from virtually anywhere, using the device of their choice. This can provide a great deal of flexibility and convenience, and make it easier for institutions to manage their international student programs efficiently and effectively.</p>
6.0.12	Describe any aspects of your application that do not support the Macintosh. Describe any changes to default browser or client security settings.	Fully Compliant	N/A
6.0.13	Describe any functionality loss, installation problems, upgrade problems, or other difficulties if client applications are run using a regular user account.	Fully Compliant	N/A



6.0.14	Describe your support for mobile technologies including technology used, distribution method, functionality, integration and development toolset and security.	Fully Compliant	Mobile responsiveness is a key feature of Terra Dotta's solution, ensuring that users can access and use the software on a variety of devices including smartphones and tablets. This mobile responsiveness allows users to manage their workflows and data on the go, whether they're traveling or working remotely. The responsive design means that the user interface automatically adjusts to the screen size and resolution of the device, providing a seamless user experience across all devices. The mobile responsiveness also enables students and faculty to access important information and perform key tasks via their mobile devices, such as completing forms, submitting documents, and checking their application status.
6.0.15	Describe requirements for application servers. Describe specific platform recommendations or requirements for certified configuration; include either specific application server version or required versions.	Fully Compliant	<p>Terra Dotta's hosting operates in a two-tiered environment. Database processing operates on a separate server from the application and web services. Current server and firewall configuration are:</p> <p>Web/Application Server Multiple VMWare ESXi host servers maintain a private cloud of web application VM servers running Windows Server 2016, Internet Information Services (IIS) 10, and ColdFusion 2018 Enterprise application server.</p> <p>Database Server Windows 2016 and Microsoft SQL Server 2012 Enterprise.</p> <p>Firewall Juniper SRX 345, two devices in an HA failover configuration.</p>
6.0.16	Describe support for web servers	Fully Compliant	NTirety maintains a fully redundant data center in Louisville, KY. Terra Dotta resources are maintained in a consistently HA manner including load balancers, firewalls, network switches, web servers, database servers among others.
6.0.17	Describe the supported database platforms including versions and include any information on additional features required of the DBMS needed to support the functionality of your system as proposed.	Fully Compliant	<p>Web/Application Server Multiple VMWare ESXi host servers maintain a private cloud of web application VM servers running Windows Server 2016, Internet Information Services (IIS) 10, and ColdFusion 2018 Enterprise application server.</p> <p>Database Server Windows 2016 and Microsoft SQL Server 2012 Enterprise.</p>
6.0.18	Describe your SLA to stay current with versions of software utilized by your product.	Fully Compliant	See SLA webpage. <a href="https://www.terradotta.com/service-level-agreement.php?terradotta">https://www.terradotta.com/service-level-agreement.php?terradotta</a>
6.0.19	Provide an overall compatibility matrix of software required to operate your system. As appropriate, and at a minimum, this should include operating systems, drivers, browsers, JDKs, and compilers.	Fully Compliant	N/A
6.0.20	Describe support for real-time access to data through some other method (e.g. on-the-fly access to database through ODBC, ADO, JDBC, LDAP, etc. allowing dynamic web content and applications).	Fully Compliant	Terra Dotta supports Shibboleth, Active Directory, SECURE LDAP, and CAS. More information is available here: <a href="https://terradotta.zendesk.com/hc/en-us/articles/360043209153-Authentication">https://terradotta.zendesk.com/hc/en-us/articles/360043209153-Authentication</a> .
6.0.21	Describe support for integration with GMU's existing systems listed in the background statement including pricing, availability of APIs, toolkits for creating connectors, available services, etc. Provide a full list of application connectors. Describe any other methods of integration supported.	Fully Compliant	<p>Terra Dotta supports integrations with GMU's existing Student Information System, payment processor, and SSO system. These integrations have already been implemented as part of GMU's existing use case of Terra Dotta's Study Abroad module.</p> <p>Terra Dotta supports a large variety of integrations with existing campus systems. Specific cutsome projects (through APIs or connectors) that GMU wishes to explore will need to be scoped for business case, pricing, and project planning.</p>
6.0.22	Describe support for inclusion of your application as part of the Banner application portal. Describe any pagelets available and how that integration would occur. Describe support for delegating authentication for Banner single-sign-on. Describe support for other single-sign-on technologies.	Fully Compliant	<p>Yes, this is a common integration for Terra Dotta. To further elaborate on the integration capabilities of Terra Dotta, we have a wealth of experience integrating with a variety of systems including but not limited to PeopleSoft, Banner, and Blackboard. Our team has worked with numerous clients to facilitate data exchange and automate processes between Terra Dotta and their existing systems.</p> <p>Our integration approach typically involves leveraging APIs, web services, or flat-file exchanges to ensure seamless communication and synchronization of data between systems. We work closely with our clients to ensure a thorough understanding of their unique integration requirements and provide customized solutions tailored to their specific needs.</p> <p>In addition to our technical expertise, our team is highly collaborative and communicative throughout the integration process, ensuring that all stakeholders are informed and involved at every step. Our goal is to make the integration process as smooth and efficient as possible, minimizing any disruption to your operations and maximizing the value of your investment in Terra Dotta.</p> <p>Terra Dotta offers flexible and secure login options to meet the needs of both applicant and admin users. Our platform supports local authentication, allowing users to create an account using their email address and a password they set themselves. This functionality is native to our software, even for clients who integrate with a campus authentication system.</p> <p>It's important to note that integrating with Terra Dotta requires the client to provide a campus-wide authentication solution. This ensures that users associated with your institution can log in to Terra Dotta using the same credentials they use for other campus systems. Our platform seamlessly integrates with a wide range of authentication and Single Sign-On (SSO) systems, including LDAPS, Shibboleth/Shibboleth InCommon, ADFS, CAS, and any SAML 2.0-based system.</p> <p>Most authentication setups will require users to choose either the remote/campus authentication option or the local authentication option when logging in. This may result in a split login, where users are presented with two login options - one for integrated/campus users and one for non-integrated users. The user must choose the option that is most appropriate for them.</p> <p>However, LDAPS authentication setups do not have a split login. Instead, the native Terra Dotta</p>

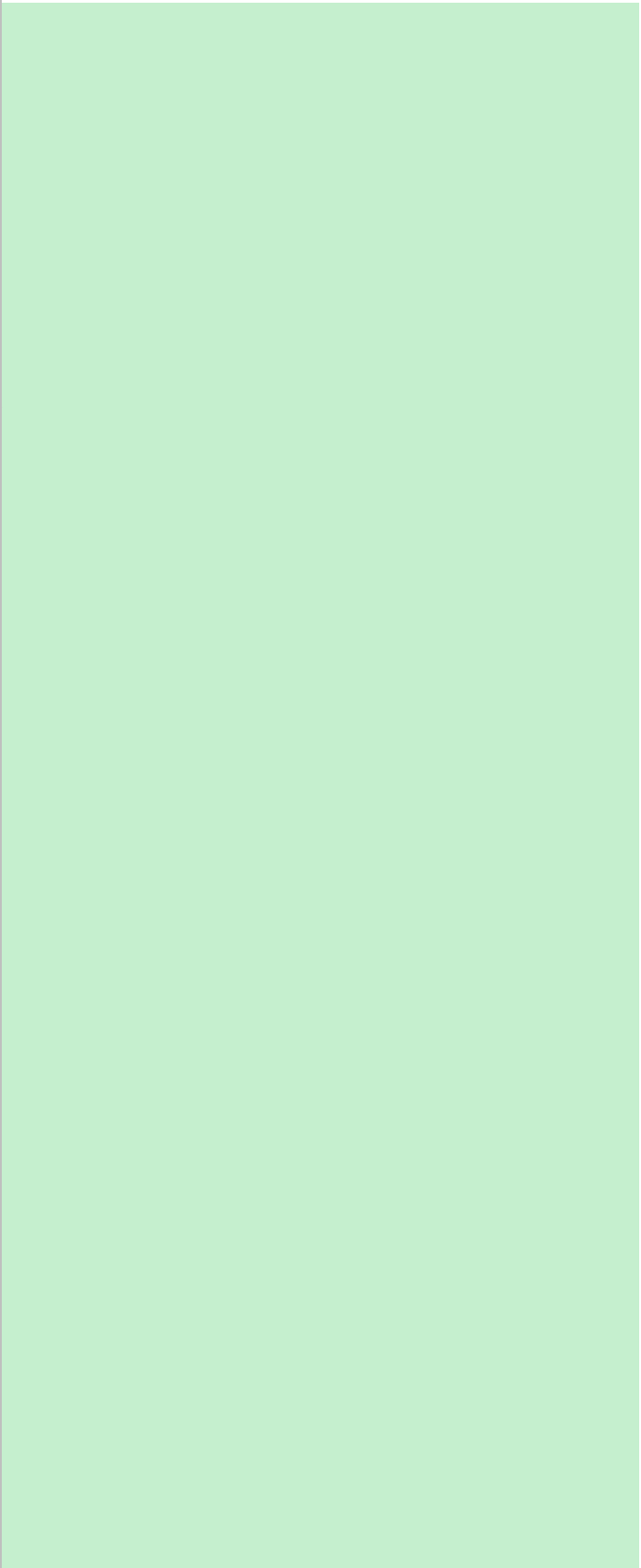
6.0.23	Describe your product's support for Web Services/Service Oriented Architecture based standards such as JSR 168 Portlet development standard, and JSR 172 Web Services Interoperability Standard.	Fully Compliant	Please see Architecture Overview, included.
6.0.24	Describe the ability for your product to create consumable web standards-based content (such as RSS feeds, hcard, ical, and other microformat specifications) and the ability to pull XML based content from your system and any APIs supporting the delivery of such data/content.	Fully Compliant	Our Analytics reporting tool is designed to provide offices with various options for generating data exports. Our custom data export service provides an automated extraction of pre-defined fields of data from the Terra Dotta system as a flat file placed on the client's Terra Dotta provided SSH folder. This information can then be consumed by another client system, such as a SIS, Data Warehouse, or campus-wide reporting system. Our standard procedure involves identifying applicants through client-defined, saved application/record queries and query watches, which call a custom process to export predefined applicant information. The custom process can be called by multiple client-defined application/record queries and query watches. We support delimited flat files, including TSV, CSV, pipe, and XML. However, very elaborate XML specifications/DTD may increase project scope. We understand that the content of the exported data requires careful analysis and planning, including any required translation logic for data elements included in the export. We are confident that our custom data export service can meet your needs.
6.0.25	Describe storage including file formats.	Fully Compliant	Terra Dotta maintains unlimited data/file storage. File formats include PDF, Excel, and CSV.
6.0.26	Describe operational monitoring and reporting capabilities. Include the capabilities for application, content, access, and storage metrics, security and the method for obtaining them (e.g. command line tools, SNMP, and GUI).	Fully Compliant	Terra Dotta's solution records all activity within the system and includes date and time-stamps for auditing purposes. The platform's Analytics tool allows for specific queries and reports to be generated and customized, which can then be scheduled for automated email delivery to multiple stakeholders at the desired frequency. This provides a comprehensive view of system usage and helps ensure accountability and transparency.
26 Questions		100.00% Complete	



Question Set 7: Security

#	Question	Response	Comment
7.0.1	<p>Describe how users and processes are authenticated before gaining access to data and services. Include authentication between components and between the product and external services. Describe your support for the following:</p> <p>a.LDAP/S b.Native AD authentication c.Shibboleth 1 and 2 d.SAML e.Other federated systems f.OpenIDAny two-factor authentication system g.Certificate-based authentication h.Other</p>	Fully Compliant	<p>Terra Dotta offers flexible and secure login options to meet the needs of both applicant and admin users. Our platform supports local authentication, allowing users to create an account using their email address and a password they set themselves. This functionality is native to our software, even for clients who integrate with a campus authentication system.</p> <p>It's important to note that integrating with Terra Dotta requires the client to provide a campus-wide authentication solution. This ensures that users associated with your institution can log in to Terra Dotta using the same credentials they use for other campus systems. Our platform seamlessly integrates with a wide range of authentication and Single Sign-On (SSO) systems, including LDAPS, Shibboleth/Shibboleth InCommon, ADFS, CAS, and any SAML 2.0-based system.</p> <p>Most authentication setups will require users to choose either the remote/campus authentication option or the local authentication option when logging in. This may result in a split login, where users are presented with two login options - one for integrated/campus users and one for non-integrated users. The user must choose the option that is most appropriate for them.</p> <p>However, LDAPS authentication setups do not have a split login. Instead, the native Terra Dotta login form is used by both integrated and non-integrated users, providing a seamless user experience.</p>
7.0.2	<p>If you support LDAP for authentication or authorization, describe use of LDAP(S). List the LDAP(S) servers integrated with product(s). Describe integration and support with LDAP(S) user database for authentication (Active Directory/OID) and authorization using attributes/group memberships.</p>	Fully Compliant	<p>Our platform seamlessly integrates with a wide range of authentication and Single Sign-On (SSO) systems, including LDAPS, Shibboleth/Shibboleth InCommon, ADFS, CAS, and any SAML 2.0-based system.</p> <p>Most authentication setups will require users to choose either the remote/campus authentication option or the local authentication option when logging in. This may result in a split login, where users are presented with two login options - one for integrated/campus users and one for non-integrated users. The user must choose the option that is most appropriate for them.</p> <p>However, LDAPS authentication setups do not have a split login. Instead, the native Terra Dotta login form is used by both integrated and non-integrated users, providing a seamless user experience.</p>
7.0.3	<p>Describe handling access to licensed/copyrighted content where access must be restricted.</p>	Fully Compliant	<p>Terra Dotta's solution offers robust access control and permission tools to ensure that users can only view and edit the information that is relevant to them. The system has been designed with the highest level of security in mind, so that administrators have complete control over who has access to what.</p> <p>With Terra Dotta's solution, access to the system is based on both group and individual profiles. This means that each user's permissions are tailored to their role within the institution. Whether they are an advisor, a coordinator, or an administrator, they will only be able to access the features and data that are relevant to their job.</p> <p>Terra Dotta's permission tools are highly granular, meaning that administrators can specify exactly what each user can view, edit, create, or delete in the system. Permissions can be set based on both feature and user factors, so that administrators have complete control over what users can see and do in the system.</p> <p>This level of control ensures that sensitive data remains secure and that users only have access to the information they need to perform their job. For example, an advisor may only be able to view and edit the information for the students they are responsible for, while an administrator may have access to all student records but only be able to edit certain fields.</p> <p>In addition, Terra Dotta's permission tools allow for easy management of user access over time. When a user's role changes or when they leave the institution, their access can be easily adjusted or removed to maintain data security and compliance.</p> <p>Overall, Terra Dotta's system provides robust access control and permission tools to ensure that administrators have complete control over who can access the system and what they can do within it.</p>
7.0.4	<p>Describe your use of authentication credentials and associated attributes, group membership, roles, etc. to make authorization decisions. Include method(s) and granularity of authorization of access to data and services (e.g. individual accounts, IP address, unix groups, LDAP groups, Active Directory accounts.)</p>	Fully Compliant	<p>Terra Dotta offers flexible and secure login options to meet the needs of both applicant and admin users. Our platform supports local authentication, allowing users to create an account using their email address and a password they set themselves. This functionality is native to our software, even for clients who integrate with a campus authentication system.</p> <p>It's important to note that integrating with Terra Dotta requires the client to provide a campus-wide authentication solution. This ensures that users associated with your institution can log in to Terra Dotta using the same credentials they use for other campus systems. Our platform seamlessly integrates with a wide range of authentication and Single Sign-On (SSO) systems, including LDAPS, Shibboleth/Shibboleth InCommon, ADFS, CAS, and any SAML 2.0-based system.</p> <p>Most authentication setups will require users to choose either the remote/campus authentication option or the local authentication option when logging in. This may result in a split login, where users are presented with two login options - one for integrated/campus users and one for non-integrated users. The user must choose the option that is most appropriate for them.</p> <p>However, LDAPS authentication setups do not have a split login. Instead, the native Terra Dotta login form is used by both integrated and non-integrated users, providing a seamless user experience.</p>

7.0.5	Describe how and where any sensitive data (e.g. credit card, financial data, SSN, FERPA, HIPAA or other legally regulated data) including authentication credentials, is stored on clients, servers,and participating external devices. Is it cryptographically protected? If so, provide details on cryptographic protocols, procedures, and key protection	Fully Compliant	<a href="#">Please refer to this article.</a>
7.0.6	Describe auditing and logging capabilities and data. Include the information recorded with each event. For example, a.Successful and failed authentication or bind b.Successful and failed access authorization c.Successful and failed policy change	Fully Compliant	Terra Dotta's solution records all activity within the system and includes date and time-stamps for auditing purposes. The platform's Analytics tool allows for specific queries and reports to be generated and customized, which can then be scheduled for automated email delivery to multiple stakeholders at the desired frequency. This provides a comprehensive view of system usage and helps ensure accountability and transparency.
7.0.7	Describe the effects of auditing and logging on a production implementation. Is the proposed system sized for full audit capability? Describe auditing methodologies and capabilities for managing integrity and change control. Describe elements captured with the audit process. a.Describe enterprise audit capabilities b.List the events and logs that can be sent to an external syslog server c.List the events and logs that cannot be sent to a syslog server	Fully Compliant	<p>Terra Dotta monitors changes in our environments. While there are audit logs available on user records for functional administrators to access, there are no accessible global change logs.</p> <p>Logging is to be utilized on all databases, servers, applications (as applicable), and networking equipment in the sensitive data environment. Logging may be an in-house developed solution or one which is from a third-party, as long as it fulfills the requirements that follow.</p> <p>Log Capture</p> <p>Logs are to capture, at a minimum, the PCI requirements for logging. At the time of this policy, they are as follows:</p> <p>Events:</p> <ul style="list-style-type: none"><li>-All individual accesses to sensitive data</li><li>-All actions taken by an individual with administrative privileges</li><li>-Access to audit trails</li><li>-Invalid access attempts</li><li>-Use of identification and authentication mechanisms</li><li>-Initialization of the audit logs</li><li>-File creations, deletions, or modifications</li></ul> <p>Information by Event:</p> <ul style="list-style-type: none"><li>-The user who performed the event</li><li>-The type of event</li><li>-When the event occurred (date and time)</li><li>-Success or failure indication</li><li>-Program or command used to initiate the event</li><li>-Affected data, system component, or resource</li></ul> <p>Terra Dotta offers a System Errors log accessible by administrators for review, reporting to Terra Dotta, and for Terra Dotta support reference as needed.</p>
7.0.8	Provide up to date, signed documentation that the offered solution and vendor is compliant with all PCI DSS and PADSS requirements if applicable. Provide documentation of your most current PCI system scan and the signature page from your Record of Compliance (ROC) or Attestation of Compliance (AOC).	Fully Compliant	<a href="#">Please see attached</a>
8 Questions		100.00% Complete	

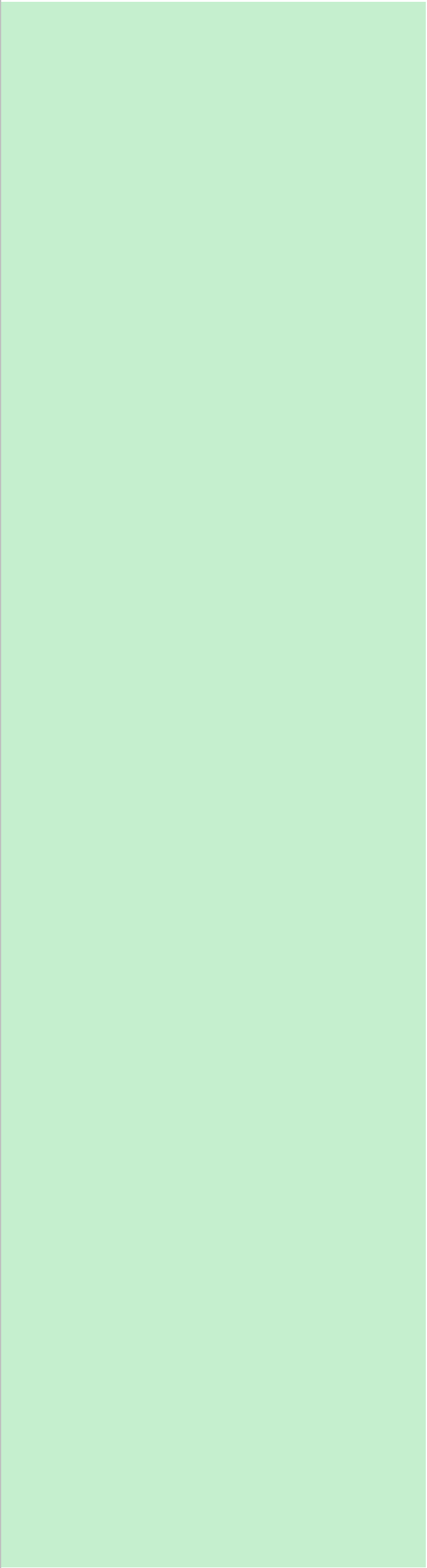




Question Set 8: Maintenance and Support

#	Question	Response	Comment
8.0.1	Describe the maintenance philosophy including frequency of updates, approach to completing updates, and model for obtaining them.	Fully Compliant	As a SaaS solution, Terra Dotta handles all upgrades and maintenance. Upgrades take place on a quarterly basis. All upgrades are released to client test sites first, followed by release into production usually 2-3 weeks later. Administrators receive email communications about upgrades as they go into test sites. These emails include any new key functionality, improvements to previous features, and any bug fixes. Administrators also receive a Pendo Message when they log into Terra Dotta that they can dismiss and call back to review as desired. All upgrade cycles will also be accompanied by a product webinar that will cover the key components of the latest release. Terra Dotta reserves a weekly maintenance window on Saturday mornings eastern time. Although this often goes unused, it is reserved for any emergency patches, upgrades, etc. as needed.
8.0.2	Describe capabilities for remote support and indicate what access to accounts and systems is required. Describe the locations from which this activity would take place. Describe any maintenance options/tiers and whether they vary in cost by time of day, response time, etc.	Fully Compliant	Terra Dotta offers day-to-day support through our web-based support portal. Clients needing support may:  -submit a case directly through the support portal (Terra Dotta allows for 6 contacts from Queens to submit cases) -call the Terra Dotta support line directly -call the emergency support line for emergency off-hours support  Information on response times and resolutions included below:  Response time on cases varies based on complexity. How to questions are typically answered quickly, cases involving an update from development could take longer, for example. Critical issues, responses and resolutions take priority. The table below provides an overview of our target response times based on the severity level.  Level 1 - Catastrophic  -Defined as a condition in which all or a critical portion of the service is down -Time for Initial Response: 2 business hours -Time for Resolution/Action Plan: 24 hours  Level 2 - High Impact  -Defined as a condition in which service is disrupted, but there is some capacity to operate and conduct business for essentially all of the University's users -Time for Initial Response: 8 business hours -Time for Resolution/Action Plan: 3 business days  Level 3 - Non Critical  -Defined as a condition whereby the University has a partial, non-critical loss of functionality -Time for Initial Response: 24 business hours -Time for Resolution/Action Plan: 20 business days
8.0.3	Describe services that may be required in the normal course of operating the system that are not covered under the maintenance contract.	Fully Compliant	N/A
8.0.4	Describe the maintenance costs for the first year, and, on the basis of an annually renewable contract, the maintenance costs for each of the following five (5) years.	Fully Compliant	Terra Dotta does not issue maintenance costs.
8.0.5	Describe the procedures for obtaining services for all types of maintenance (e.g. installation of corrective code, enhancements, applicable "escalation" procedures for providing additional assistance in diagnosing a failure that is not resolved in a timely manner to include notification procedures and timing as well as what higher levels of assistance will be made available.)	Fully Compliant	This is facilitated through Terra Dotta's Support Portal and is an automatic process we have in place. Any critical issues should be reported directly to the emergency service line as appropriate. Terra Dotta offers 24/6 support through our online support portal and a 24/7 emergency support line for critical issues.
8.0.6	Describe the nature of any continuing research and development performed by the manufacturer to detect and correct problems in the system design, to improve efficiency, and/or to enhance the capabilities of the system proposed.	Fully Compliant	Terra Dotta updates our solutions on a quarterly basis. Patches/hotfixes are released between quarterly cycles as required. Significance of upgrades depend on the current market needs/any improvements to be added to the solution. Updates typically take place during client downtimes. Clients are informed of updates before they take place via email. All upgrades go first to client sandbox sites and then, usually a few weeks later, into production sites.  Links to the last two years of upgrades and hotfixes are included below. These are a good measure of the amount of updates typically taking place each upgrade cycle:  -2022.X Release/Patch Notes: <a href="https://terradotta.zendesk.com/hc/en-us/articles/4417224294423-Terra-Dotta-Study-Abroad-Release-Notes-22-X">https://terradotta.zendesk.com/hc/en-us/articles/4417224294423-Terra-Dotta-Study-Abroad-Release-Notes-22-X</a> -2021.X Release/Patch Notes: <a href="https://terradotta.zendesk.com/hc/en-us/articles/360058282334-Terra-Dotta-Study-Abroad-Release-Notes-21-X">https://terradotta.zendesk.com/hc/en-us/articles/360058282334-Terra-Dotta-Study-Abroad-Release-Notes-21-X</a> -2020.3 Release/Patch Notes: <a href="https://terradotta.zendesk.com/hc/en-us/articles/360055599754-Terra-Dotta-Study-Abroad-20-3-Release-Notes-Production-Sites">https://terradotta.zendesk.com/hc/en-us/articles/360055599754-Terra-Dotta-Study-Abroad-20-3-Release-Notes-Production-Sites</a>

8.0.7	Describe your approach to security reviews during each phase of the software development lifecycle.	Fully Compliant	<p>Terra Dotta's commitment to delivering high-quality software is supported by a team of dedicated QA specialists who conduct regular and ongoing testing of our applications. Our testing efforts are focused on ensuring stability, security, usability, performance, and data integrity. The team analyzes new and modified functionality to create and maintain comprehensive test plans for every major and minor release, as well as for patches.</p> <p>Our testing approach combines manual testing with automated tools to ensure comprehensive coverage. We execute manual test cases according to standard, regular routines, as well as ad hoc tests.</p> <p>The Terra Dotta annual major-release cycle consists of the following processes: Analysis: Requirements are written into functional specifications. Architecture: Technical specifications (design and data modeling) with team review. Implementation: Code development. Preliminary functional testing: Initial development is checked against specs for accuracy. Alpha testing: Code is tested to identify major flaws and returned for corrections. Beta testing: New build with alpha corrections is retested (full regression). Testing sites are opened to the user community for review and feedback. Release-candidate testing: New build with Beta corrections undergoes additional regression testing. Code is certified for release. Throughout the testing process, each phase may entail additional regression as needed. For example, if significant or numerous issues are found during the beta phase, it is common to perform a "Beta 2" phase.</p> <p>Despite our rigorous testing efforts, issues may be discovered in production. In such cases, Terra Dotta analyzes the impact of reported issues and determines whether a maintenance patch is necessary. Patches undergo unit and integration testing before release. Additionally, we may elect to issue a maintenance/minor release between major releases, encompassing all prior and current patches. Such releases undergo the same suite of testing as our major releases to ensure the highest level of quality.</p>
8.0.8	Describe the procedures followed in distribution of information to George Mason University pertinent to system problems encountered at other locations, along with the solutions to those problems, when such information is relevant to the University's software.	Fully Compliant	<p>Terra Dotta will communicate system problems that have or may impact GMU through a variety of channels if they are discovered; Customer Support Manager communication, Pendo message on the administrative portal, and/or outreach from Terra Dotta's Support staff.</p>
8.0.9	Describe procedure for handling upgrades. Specify how often upgrades are made to the application software and how "patches" and "fixes" to the systems are handled. Describe if and how your product impacts our ability to apply security updates in a timely manner to underlying or supporting products (e.g. Windows, Linux, Java, Oracle, MS Office, Web server). Timely is defined as no later than 30 days from the time of vendor release.	Fully Compliant	<p>We do regular feature releases with notice to our customers. We also will patch our software with security and other vulnerabilities as they are discovered. All updates that are not deemed to be emergency updates are performed between 10:00pm EDT and 11:00 pm EDT. Weekend updates are typically applied between 7:00 - 8:00 am EDT.</p>
8.0.10	Describe the nature of system enhancements in development that are scheduled for release in the next twelve months.	Fully Compliant	<p>Terra Dotta maintanes a developement priority tracker that details product roadmap priorities for all Terra Dotta modules (Study Abroad, ISSS, AlertTraveler, Travel Registry, Engage). Examples of the nature of these enhancements include feature parity between versions of Study Abroad Classic and Study Abroad Admin Consolue, expanding reporting capabilities, application printing, and more. If GMU wishes to discuss specific roadmapping items, please let us know.</p>
8.0.11	Describe all responsibilities of both the contractor and George Mason University in the isolation and diagnosis of system failures.	Fully Compliant	<p>Terra Dotta offers a robust disaster recovery solution with a proven track record of maintaining a high level of availability for our clients. Our disaster recovery solution is designed with two key objectives in mind: recovery time objective (RTO) and recovery point objective (RPO). Our stated RTO is 72 hours, which means that in the unlikely event of a disaster, we guarantee to have our systems up and running within that timeframe. Furthermore, our RPO is set at 30 minutes, which means that we ensure that any data loss is minimized and clients can recover to a point in time within the last 30 minutes.</p> <p>Our primary data center, operated by Ntirety, is located in Louisville, KY and is equipped with fully redundant systems, which ensures that any equipment failure is seamlessly handled through failover within the same data center. This approach minimizes downtime and helps us maintain high availability for our clients.</p> <p>We take an extra step in securing our clients' data by storing offsite backups in Ntirety's Newark, DE hosting facility, and maintaining a Disaster Recovery (DR) shadow site in Ntirety's Denver facility. This means that we have data replicated over to the Denver, CO facility in near real-time, and in the event of a true disaster, we can switch operations over to the Denver facility.</p> <p>To ensure that our DR database mirror is always up-to-date, we conduct regular tests that verify its integrity. Additionally, we conduct tests restoring the application servers from backups, including all data files, to verify that our backup and recovery processes are working as intended.</p> <p>At Terra Dotta, we take disaster recovery seriously and are committed to providing our clients with a reliable and effective solution that ensures their business continuity.</p> <p>Our Disaster Recovery Policy may be obtained by opening a case in our Support Portal at <a href="https://support.terradotta.com">https://support.terradotta.com</a>. Our procedures are considered to be proprietary and are not shared outside of our organization.</p>
8.0.12	Describe your "escalation" procedure.	Fully Compliant	<p>See SLA webpage. <a href="https://www.terradotta.com/service-level-agreement.php?terradotta">https://www.terradotta.com/service-level-agreement.php?terradotta</a></p>
12 Questions			100.00% Complete



## Question Set 9: Hosted Application

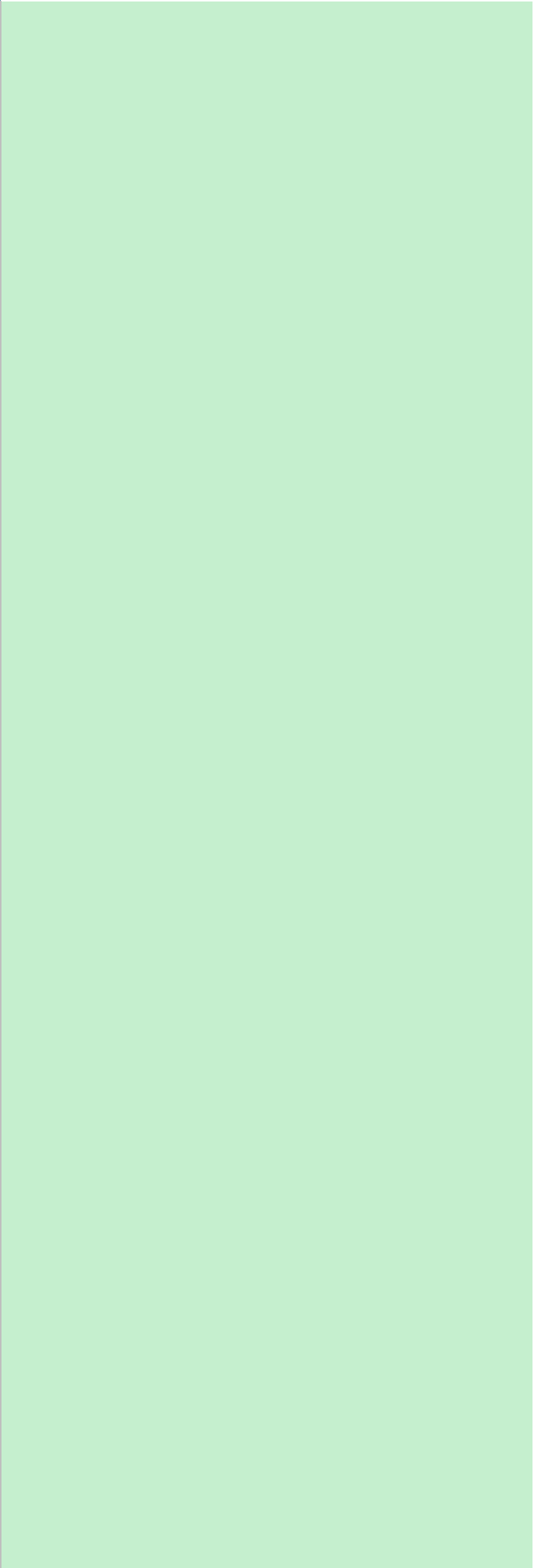
#	Question	Response	Comment
9.0.1	Describe where services and data storage are located geographically.	Fully Compliant	Terra Dotta provides hosting services using servers and data center facilities provided by Ntirety (formerly HOSTING). Ntirety is a top-tier, SOC-audited provider, which operates 6 fully-redundant data center facilities nationwide. Terra Dotta's operations are hosted at the Louisville, KY, data center.
9.0.2	Describe how applications are secured inside your firewall.	Fully Compliant	For Hosted & SaaS customers, Terra Dotta provides hardened, redundant database servers at a top-tier, SAS 70 Type II certified datacenter. The database and application are configured in separate tiers of the physical systems, with strict firewall rules partitioning the servers. At the application level, Terra Dotta systems minimize the possibility of attacks such as SQL injection, a known area of vulnerability for web applications, by using low-level bindings on all its native queries. For additional security in campus data integration, Terra Dotta software supports the use of stored procedures for data retrieval.
9.0.3	Describe your approach to applications and how they are hosted on servers. (Will the GMU application(s) reside on dedicated physical/virtual servers?) Describe the different levels of security for different application layers.	Fully Compliant	Terra Dotta provides hosting services using servers and data center facilities provided by Ntirety (formerly HOSTING). Ntirety is a top-tier, SOC-audited provider, which operates 6 fully-redundant data center facilities nationwide. Terra Dotta's operations are hosted at the Louisville, KY, data center. All data center facilities include the following core features: Sophisticated Facility Security - Security cameras, keycard entrances 24 x 7 x 365 NOC Personnel Redundant Power Feeds Redundant UPS system for conditioned and consistent power, backed by diesel generators Redundant network access points and multiple backbone providers
9.0.4	Describe the network layer security you provide.	Fully Compliant	Please refer to the Architecuture Overview document, included.
9.0.5	Describe your methodology for handling patches and software updates.	Fully Compliant	Terra Dotta's commitment to delivering high-quality software is supported by a team of dedicated QA specialists who conduct regular and ongoing testing of our applications. Our testing efforts are focused on ensuring stability, security, usability, performance, and data integrity. The team analyzes new and modified functionality to create and maintain comprehensive test plans for every major and minor release, as well as for patches. Our testing approach combines manual testing with automated tools to ensure comprehensive coverage. We execute manual test cases according to standard, regular routines, as well as ad hoc tests. The Terra Dotta annual major-release cycle consists of the following processes: Analysis: Requirements are written into functional specifications. Architecture: Technical specifications (design and data modeling) with team review. Implementation: Code development. Preliminary functional testing: Initial development is checked against specs for accuracy. Alpha testing: Code is tested to identify major flaws and returned for corrections. Beta testing: New build with alpha corrections is retested (full regression). Testing sites are opened to the user community for review and feedback. Release-candidate testing: New build with Beta corrections undergoes additional regression testing. Code is certified for release. Throughout the testing process, each phase may entail additional regression as needed. For example, if significant or numerous issues are found during the beta phase, it is common to perform a "Beta 2" phase. Despite our rigorous testing efforts, issues may be discovered in production. In such cases, Terra Dotta analyzes the impact of reported issues and determines whether a maintenance patch is necessary. Patches undergo unit and integration testing before release. Additionally, we may elect to issue a maintenance/minor release between major releases, encompassing all prior and current patches. Such releases undergo the same suite of testing as our major releases to ensure the highest level of quality.
9.0.6	Describe your approach to screening employees and the level of experience preferred.	Fully Compliant	Terra Dotta performs at least annual security awareness training for all employees. For general employees, the training typically involves common risks such as phishing or virus download risks.
9.0.7	Describe how you track attacks. Describe your approach to informing GMU about attacks.	Fully Compliant	Terra Dotta's application and database environment is single-tenant. This means that each customer has their own instance of the software and their own database, ensuring that their data is completely isolated from other customers' data. As a result, security controls are in place to protect against information/data breaches. These controls include regular vulnerability scans, intrusion detection and prevention, firewalls, secure transmission of data, and strict access controls. The hosting environment is also compliant with industry-standard security protocols and best practices, such as SOC 2 Type 2 and HIPAA compliance, which ensures the highest level of security for customer data.
9.0.8	Describe any exit strategies you offer.	Fully Compliant	Client data is removed from Terra Dotta systems via 7 pass overwriting utilizing the Schneier algorithm on contract termination. Clients may request their data at the time of contract cancellation via Terra Dotta's Support Portal. All backups containing client data time out on Terra Dotta systems 60 days after contract termination.



9.0.9	Describe your approach to backups and disaster recovery.	Fully Compliant	<p>Terra Dotta offers a robust disaster recovery solution with a proven track record of maintaining a high level of availability for our clients. Our disaster recovery solution is designed with two key objectives in mind: recovery time objective (RTO) and recovery point objective (RPO). Our stated RTO is 72 hours, which means that in the unlikely event of a disaster, we guarantee to have our systems up and running within that timeframe. Furthermore, our RPO is set at 30 minutes, which means that we ensure that any data loss is minimized and clients can recover to a point in time within the last 30 minutes.</p> <p>Our primary data center, operated by Ntirety, is located in Louisville, KY and is equipped with fully redundant systems, which ensures that any equipment failure is seamlessly handled through failover within the same data center. This approach minimizes downtime and helps us maintain high availability for our clients.</p> <p>We take an extra step in securing our clients' data by storing offsite backups in Ntirety's Newark, DE hosting facility, and maintaining a Disaster Recovery (DR) shadow site in Ntirety's Denver facility. This means that we have data replicated over to the Denver, CO facility in near real-time, and in the event of a true disaster, we can switch operations over to the Denver facility.</p> <p>To ensure that our DR database mirror is always up-to-date, we conduct regular tests that verify its integrity. Additionally, we conduct tests restoring the application servers from backups, including all data files, to verify that our backup and recovery processes are working as intended.</p> <p>At Terra Dotta, we take disaster recovery seriously and are committed to providing our clients with a reliable and effective solution that ensures their business continuity.</p> <p>Our Disaster Recovery Policy may be obtained by opening a case in our Support Portal at <a href="https://support.terradotta.com">https://support.terradotta.com</a>. Our procedures are considered to be proprietary and are not shared outside of our organization.</p>	
9.0.10	Describe your approach to backups and disaster recovery.	Fully Compliant	<p>Terra Dotta offers a robust disaster recovery solution with a proven track record of maintaining a high level of availability for our clients. Our disaster recovery solution is designed with two key objectives in mind: recovery time objective (RTO) and recovery point objective (RPO). Our stated RTO is 72 hours, which means that in the unlikely event of a disaster, we guarantee to have our systems up and running within that timeframe. Furthermore, our RPO is set at 30 minutes, which means that we ensure that any data loss is minimized and clients can recover to a point in time within the last 30 minutes.</p> <p>Our primary data center, operated by Ntirety, is located in Louisville, KY and is equipped with fully redundant systems, which ensures that any equipment failure is seamlessly handled through failover within the same data center. This approach minimizes downtime and helps us maintain high availability for our clients.</p> <p>We take an extra step in securing our clients' data by storing offsite backups in Ntirety's Newark, DE hosting facility, and maintaining a Disaster Recovery (DR) shadow site in Ntirety's Denver facility. This means that we have data replicated over to the Denver, CO facility in near real-time, and in the event of a true disaster, we can switch operations over to the Denver facility.</p> <p>To ensure that our DR database mirror is always up-to-date, we conduct regular tests that verify its integrity. Additionally, we conduct tests restoring the application servers from backups, including all data files, to verify that our backup and recovery processes are working as intended.</p> <p>At Terra Dotta, we take disaster recovery seriously and are committed to providing our clients with a reliable and effective solution that ensures their business continuity.</p> <p>Our Disaster Recovery Policy may be obtained by opening a case in our Support Portal at <a href="https://support.terradotta.com">https://support.terradotta.com</a>. Our procedures are considered to be proprietary and are not shared outside of our organization.</p>	
10 Questions			100.00% Complete	

Question Set 10: Privacy

#	Question	Response	Comment
10.0.1	Provide your privacy statement.	Fully Compliant	<a href="#">Privacy Statement</a>
10.0.2	Identify the type/specific information being collected (User Date – Anonymous or Personally Identifiable).	Fully Compliant	Terra Dotta software is configured to collect and manage student personal information protected under the Family Educational Rights and Privacy Act (FERPA) and other privacy legislations, such as Health Insurance Portability and Accountability Act (HIPAA). The application provides controls to restrict access to specific elements student data to only those individuals or groups explicitly authorized to access them. The institution must ensure those controls are properly applied. For example, all health information can be grouped for restriction to a custom user policy group called "HIPAA Authorization," restricting all other users from viewing that information. Frontiers with other systems, including personal workstations, are a point of security where customers must apply diligence to ensure that data otherwise protected in the application is not improperly moved to a location that is not protected. Shared Reports are an example of where digital security and user responsibility intersect. Terra Dotta software allows authorized users to generate reports that incorporate personal data elements. A report is secure and accessible only to the author of the report - unless the author shares it with others. The author may select other Staff and Reviewers with whom to share the report, which thereby overrides the underlying data access restrictions - similar to if they shared photocopies of a printed report.
10.0.3	Specify who collects the information.	Fully Compliant	Terra Dotta, LLC
10.0.4	Specify why the information is collected.	Fully Compliant	We use Tracking Technologies for a variety of purposes, including:  Strictly Necessary. We use Tracking Technologies that we consider are strictly necessary to allow you to use and access the Sites and Services, including cookies required to prevent fraudulent activity, improve security, or allow you and our Customers to make use of the Services functionality. Performance Related. We use Tracking Technologies that are useful in order to assess the performance of the Sites and Services, including as part of our analytic practices or otherwise to improve the content, ads, products, or services offered through the Sites and Services. Functionality Related. We use Tracking Technologies that are required to offer you enhanced functionality when accessing the Sites and Services, including identifying you when you use the Services or keeping track of your specified preferences. Targeting Related. We use Tracking Technologies to deliver content, which may include ads, including those promoted by our Customers, that we deem relevant to your interests and third-party services based on how you interact with our advertisements and/or content. This includes using Tracking Technologies to understand the usefulness to you of the content and ads that have been delivered to you. Analytics. We use third party analytics tools, including but not limited to Google Analytics, that help us understand how users engage with the Sites and Services. Like many services, these analytic tools use first-party cookies to track user interactions, as in our case, where they are used to collect information about how users use the Sites and Services. This information is, among other reasons, used to compile reports and to help us improve the Sites and Service. In most instances, the reports disclose website trends without identifying individual visitors. You can opt out of being subjected to any of our analytic tools without affecting how you visit the Sites and Services. Further, third parties may use Tracking Technologies in connection with the Services, which may include the collection of information about your online activities over time and across third-party websites or online services as well as across your devices. We do not control those Tracking Technologies and we are not responsible for them. However, you accept that you will encounter third-party Tracking Technologies in connection with use of the Services and accept that our statements under this Privacy Policy do not apply to the Tracking Technologies or practices of such third parties.
10.0.5	Describe how the information is collected (explicitly, via Cookies)	Fully Compliant	We use various methods and technologies to store or collect usage information ("Tracking Technologies"). A few of the Tracking Technologies used with the Sites and Services, include, without limitation, cookies, web beacons, embedded scripts, browser fingerprinting, entity tags, UTM codes (i.e., a code that you can attach to a custom URL in order to track a source, medium, and campaign name), and recognition technologies that make assumptions about users and devices.



10.0.6	Describe how the information is used.	Fully Compliant	<p>Terra Dotta will share your personal information with Customers and other third parties only in the ways that are described in this Privacy Policy. Terra Dotta shares information under the following circumstances:</p> <p>Information held in the Services may be accessed by and shared with Customers in order for Customers to manage its offerings and programs. Our Customers may use your Information to deliver product information from third parties to you through the Services.</p> <p>We will use your information to provide the Services, and we may provide information to companies that assist us in providing Services, such as a hosting provider or a customer service provider. These companies are authorized to use your information only as necessary to provide these Services and to assist with supporting our users.</p> <p>We may share your information in response to subpoenas, court orders, and other legal processes or governmental requests, or to establish or exercise our legal rights or defend against legal claims.</p> <p>Terra Dotta may share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, protecting and defending the rights or property of Terra Dotta, the Services and its users, violations of Terra Dotta Terms of Use, or as otherwise required by law.</p> <p>In the event that Terra Dotta is acquired by or merged with another company, Terra Dotta may share information regarding our users with that company. Terra Dotta will notify you before information about you is transferred that becomes subject to a different privacy policy.</p>
10.0.7	Specify how long the information is retained.	Fully Compliant	<p>Clients may request their data at the time of contract cancellation via Terra Dotta's Support Portal. All backups containing client data time out on Terra Dotta systems 60 days after contract termination.</p>
10.0.8	Describe how the information is stored and kept.	Fully Compliant	<p>Terra Dotta provides hosting services using servers and data center facilities provided by Ntirety (formerly HOSTING). Ntirety is a top-tier, SOC-audited provider, which operates 6 fully-redundant data center facilities nationwide. Terra Dotta's operations are hosted at the Louisville, KY, data center. All data center facilities include the following core features:</p> <p>Sophisticated Facility Security - Security cameras, keycard entrances</p> <p>24 x 7 x 365 NOC Personnel</p> <p>Redundant Power Feeds</p> <p>Redundant UPS system for conditioned and consistent power, backed by diesel generators</p> <p>Redundant network access points and multiple backbone providers</p>
10.0.9	Describe how the information is secured.	Fully Compliant	<p>All hosted production websites are protected in user-authenticated areas for data encryption of transacted information over HTTPS, either using Terra Dotta wildcard SSL certificates or SSL certificates provided by the customer (by customer request). Required bit-length of SSL certificates is 4096 bits.</p> <p>Transfer of data files to and from Terra Dotta servers for student information systems (SIS), HR or other data integration purposes is done via SSH using SFTP or SCP, which is an industry-standard, secure protocol for file transfer. Uploaded data files are accessed, processed and then deleted from the account-restricted SSH receiving folders.</p> <p>Terra Dotta uses BitVise WinSSHD as our SSH server. The customer may choose any compatible SSH client for their connection. The recommended, preferred method for authentication is by shared key, which must be provided to Terra Dotta from the client software.</p> <p>Our network is equipped with Alert Logic Threat Manager, a network-based IDS (intrusion detection service), to identify and respond to any threats and scan for system vulnerabilities.</p>
10.0.10	<p>Specify whether you share the information with another party. If information is shared with another party, then respond to Items a. through h. below relative to this information.</p> <p>a. Identify the type/specific information being collected (User Data – Anonymous or Personally Identifiable).</p> <p>b. Specify who collects the information.</p> <p>c. Specify why the information is collected.</p> <p>d. Describe how the information is collected (explicitly, via Cookies, via Web Bugs, etc.)</p> <p>e. Describe how the information is used.</p> <p>f. Specify how long the information is retained.</p> <p>g. Describe how the information is stored and kept.</p> <p>h. Describe how the information is secured.</p>	Fully Compliant	<p>In connection with use of the Services we may use location-based services in order to verify your location and, if we deem appropriate, deliver relevant content and ads based on your location. We also share your location with third parties (as set out below) as part of the location-based services we offer and for other commercial purposes. You can change the settings on your device to prevent it from providing us with such information. This location data is collected in a form that personally identifies you and will be used by us, our Customers, and our partners and licensees to provide and improve the Services or for other commercial purposes. You should consider the risks involved in disclosing your location information and adjust your mobile and browser settings accordingly.</p> <p>Specific to our AlertTraveler mobile application, Terra Dotta will capture your GPS location to an accuracy of within 5 meters. This information is only updated under two conditions: (i) you move more than 25 km, or (ii) you have not updated your location within 24 hours. The capture of your location information is controllable by the user within AlertTraveler.</p> <p>Do Not Track Disclosures. Do Not Track is a preference you can set on your browser to inform websites that you do not want to be tracked. We do not support Do Not Track ("DNT"). You can either enable or disable Do Not Track by visiting the preferences or settings page of your browser.</p> <p>WHAT WE DO WITH THE INFORMATION YOU SHARE.</p> <p>Terra Dotta will share your personal information with Customers and other third parties only in the ways that are described in this Privacy Policy. Terra Dotta shares information under the following circumstances:</p> <p>Information held in the Services may be accessed by and shared with Customers in order for Customers to manage its offerings and programs. Our Customers may use your Information to deliver product information from third parties to you through the Services.</p> <p>We will use your information to provide the Services, and we may provide information to companies that assist us in providing Services, such as a hosting provider or a customer service provider. These companies are authorized to use your information only as necessary to provide these Services and to assist with supporting our users.</p> <p>We may share your information in response to subpoenas, court orders, and other legal</p>

10.0.11	<p>Specify whether you collect information on GMU or any party related to GMU from third parties. Respond to Items a. through i. below relative to this information.</p> <p>a. Identify the type/specific information being collected (User Date – Anonymous or Personally Identifiable).</p> <p>b. Specify who collects the information.</p> <p>c. Specify why the information is collected.</p> <p>d. Describe how the information is collected (explicitly, via Cookies, via Web Bugs, etc.)</p> <p>e. Describe how the information is used.</p> <p>f. Specify how long the information is retained.</p> <p>g. Describe how the information is stored and kept.</p> <p>h. Describe how the information is secured.</p> <p>i. Specify whether you share the information with another party.</p>	Fully Compliant	<a href="#">Please refer to our Privacy Statement.</a>	
11 Questions			100.00% Complete	