

**STANDARD CONTRACT
GMU-SS1101-24**

This contract (this “Agreement”), effective as of September 1, 2024 (the “Effective Date”), is made by and Optima Global Solutions, Inc., a New Jersey corporation with offices located at 3705 Quakerbridge Road, Suite 214, Hamilton, NJ 08619 (“Company or Contractor”), and **George Mason University** (“Customer or ‘University’ or ‘Mason’”). Company and Customer shall herein be referred to each as a “Party” and collectively as the “Parties”.

- 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 Invoice Automation Services
- III. PERIOD OF CONTRACT (“Term”):** Three (3) years from the Effective Date with Three (3), Three-year options.
- IV. PRICE SCHEDULE:** As set forth in the SAAS Agreement. 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** Quyen Le 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:** Net 30 Payment Terms.
- VII. THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Data Security Addendum (incorporated herein by reference);
 - C. Negotiation Responses dated June 21, 2024 (incorporated herein by reference);
 - D. SAAS Agreement dated as of the Effective Date (incorporated herein by reference);
 - E. RFP No- GMU SS1101-23, in its entirety (“RFP”) (incorporated herein by reference);
 - F. Contractors’ proposal February 2, 2024 (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. Upon reasonable notice, 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: Reserved
- 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 background investigation will normally include a review of the individual's records to include Social Security Number, work assignment/service. As stated in [University Policy Number 2221 Background Investigations](#), the criminal 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 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 dispute's provisions of the Commonwealth of Virginia Purchasing Manual for Institution 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 Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the Governing Rules.

L. COLLECTION AND ATTORNEY'S FEES: Reserved

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: Deleted
- S. DRUG-FREE WORKPLACE: Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, “drug-free workplace” covers all sites at which work is done by Contractor in connection with this Contract.
- T. ENTIRE CONTRACT: This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. EXPORT CONTROL:
1. **Munitions Items**: If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations (“ITAR”), or any items, technology or software controlled under the “600 series” classifications of the Bureau of Industry and Security’s Commerce Control List (“CCL”) (collectively, “Munitions Items”), prior to delivery, Contractor must:
- a. notify Mason (by sending an email to export@gmu.edu), and
- b. receive written authorization for shipment from Mason’s Director of Export Controls.
- The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor’s failure to provide notice or obtain Mason’s written pre-authorization.
2. **Dual-Use Items**: If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. FORCE MAJEURE: Neither Party shall be liable to the other if it is unable to perform any of its obligations under this Agreement due to events beyond its control, including, without limitation: (a) natural disasters such as floods, droughts, earthquakes, hurricanes, cyclones, etc.; (b) fire, explosion, strike, lock-out, sabotage, or failure of transportation; and (c) actions or decrees of governmental bodies. The Party who has been so affected by the force majeure event shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the force majeure event, the Party whose ability to perform has not been so affected may by giving written notice terminate this Agreement and any prepaid amounts shall be refunded in full.
- 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 to Mason at Contractor's then-current Favored Customer pricing. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract.

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

- 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: Reserved
- HH. RENEWAL OF CONTRACT. This Contract may be renewed for three (3) successive three-year terms. The first renewal shall be priced at the current contract pricing plus 3%. The 2nd renewal will be priced at the 1st renewal pricing price plus the greater of 3% or the percentage increase (if applicable) 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? The 3rd renewal will be priced at the price of the 2nd renewal price plus the greater of 3% or the percentage increase (if applicable) 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.
- 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, 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/>.
- OO. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and

will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

7. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

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

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

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

RR. UNIVERSITY REVIEW/APPROVAL: Deleted

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.

[Signatures follow on next page]

Optima Global Solutions, Inc.

Signature

Name: _____

Title: _____

Date: _____

George Mason University

Signature

Name: _____

Title: _____

Date: _____

DATA SECURITY ADDENDUM

for inclusion in GMU-SS1101-23 with George Mason University (the “University”)

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

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

1. Definitions

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

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

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that,

notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; 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, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

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

6. Audits

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

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

[Signatures follow on next page]

Optima Global Solutions Inc.

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

June 21, 2024

Gary Walton
Sales Director – gwalton@optimags.com
Optima Global Solutions, Inc
133 Franklin Corner Road, 2nd Floor
Lawrenceville, NJ 08648

SUBJECT: RFP GMU-SS1101-23 Invoice Automation Services

Dear Mr. Walton:

In response to the letter receive on June 11, 2024. Please see the additional information below. We would appreciate your response to the following by June 28th at 12:00PM, or earlier if possible. We would also like to move forward with getting access to your test environment. We have initiated the ASRB review and someone will be contacting you before the end of the month about it.

1) Pricing

- a) Mason will have more than 100 approvers a day. Please confirm that this is not a system limitation and that the system can handle any number of approvers in a single day.

Confirmed, yes.

Mason Response: Confirmed

- b) Please confirm Mason can have an unlimited amount of invoice approvers, including requests for approval and email notification, per day at the current proposal pricing.

Confirmed, yes.

Mason Response: Confirmed

- c) Please confirm that pricing will not be increased if the number of pages per invoice exceeds two per invoice for the 50,000 invoices per year.

The pricing will not increase.

Mason Response: Confirmed

- d) It appears the system currently supports an option for "demand payments"/"check request"/"payment request form" outside of the typical PO matching process. Mason may wish to expand this offering to other similar forms, not to exceed ten. We envision a single master form with a drop-down that will capture different information based on the type of form selected. This work can be done after implementation. Please confirm you will develop these forms at the current proposal pricing.

We will need detailed information to define validation, approval workflow and downstream integration before we can commit to no additional fees. Please find a copy of each of the forms we wish to automate.

Mason Response: They will all ultimately function similar to the payment request form but may have slightly different workflows based on the form type selected. We have attached a copy of the forms and their associated workflows for your comment. Please let us know if this information is sufficient to answer the question. Please see the supplemental document for the approval flow.

1. *Payment Request*
2. *Revenue Refund*
3. *Honorarium*
4. *Scholarship/Fellowship for period of non-enrollment*
5. *Participant Support Allowance*
6. *Externally Funded Fellowship & participant support*

We will evaluate each of these forms. Once we have a chance to look them over, we will follow-up with additional questions to determine if we will need to charge an additional service fee.

06/21/2024 Mason Response: Confirmed, please send this information as soon as possible.

- e) Please confirm that Mason will have unlimited access to the entire system, including all reporting, and that there are no other fees or charges of any type except as stated in the pricing section of the proposal.

Confirmed, yes.

Mason Response: Confirmed

- f) Please confirm if the system will allow users to set up the approval delegation feature without additional cost.

Confirmed, yes.

Mason Response: Confirmed

- g) Please confirm the subscription period starts once the implementation period has been completed and the product goes live.

We can discuss this further. However, the subscription period begins upon contract signature and purchase order receipt. The start of the subscription coincides with implementation starting.

Mason Response: As implementation is likely to take 3-9 months, we would prefer that the subscription starts closer to the date we actually start using the service. Can you suggest a compromise?

We are looking into options that will work for both of us.

Mason Response: Confirmed

- h) Will you agree to an initial three-year term at the proposal pricing with three additional three-year periods with an increase of 2% for each renewal term?

We can agree to a maximum 3% cap for the first extension. It is difficult to project beyond 6 years but be assured our product will continue to be price wise market competitive. We are



happy to discuss further.

Mason Response: *We agree on the 1st renewal period. Will you agree that the 2nd renewal will be priced at the 1st renewal pricing price plus the greater of 3% or the percentage increase (if applicable) 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? Will you agree that the 3rd renewal will be priced at the price of the 2nd renewal price plus the greater of 3% or the percentage increase (if applicable) 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?*
Yes, accepted.

Mason Response: Confirmed

- i) As discussed on our call, will Optima agree that in the unlikely event that the implementation is not successful within 12 months of contract signing, you will release Mason, without penalty, from the contract, and the only fee due to Optima will be a one-time services fee of \$30,000?

Yes, however we will want to outline the details of this.

Mason Response: *Are you able to propose language to include in the contract? Also, based on your answer to question 1g above, please clarify that you will refund or not charge Mason for the 1st year’s subscription fee in the event implementation is not successful within 12 months.*

Yes, we agree. Once we have all the redlines and new language identified that is needed to be addressed, we will turn this over to our outside counsel to incorporate for both parties to review.

6/21/2024 Mason Response: Confirmed

- j) Furthermore, Will Optima agree that the contract can be terminated as a result of any system and/or development limitation that results in deficiencies with data loads, data maintenance, and transactional data processing flowing back and forth between Ellucian Banner and Optima's proposed solution that renders the operation of the proposed system ineffective or otherwise does not effectively integrate with existing systems to meet Mason's described business operational needs. The data integration and transactional data processing can include the following:

Yes, however we will want to outline the details of this.

Mason Response: *Are you able to propose language to include in the contract?*

Once we have all the redlines and new language identified that is needed to be addressed, we will turn this over to our outside counsel to incorporate for both parties to review.

6/21/2024 Mason Response: Confirmed

- k) Full Mason Chart of Accounts FOAPAL data element load and ongoing maintenance;
The chart of accounts is maintained (not TranscendAP) through Banner. We consume Banner information in a near-real time fashion. Please let us know if we have misunderstood the request.

Mason Response: *GMU maintains the FOAPAL maintenance in Banner. Please confirm that*



TranscendAP can handle all elements of the chart and receive updates and modifications as required in real time or near real time?

Yes, confirmed.

6/21/2024 Mason Response: Confirmed

- l) Full Purchase Order processing, including change orders, liquidation, and close the orders;
Purchase order maintenance (to the data) will be done within Banner. TranscendAP processes Purchase Order invoices and imports to Banner.

Mason Response: GMU POs are created and maintained in Banner but we want to ensure that TranscendAP can handle any change orders, liquidation, and close the PO in real time or near real time during the invoice processing and after the invoice completion.

TranscendAP uses PO information from Banner to manage in-process invoices, but PO closure will be done inside Banner.

06/21/2024 Mason Response: Please confirm if the PO closure is done via integration or manually done by someone in AP via Banner Admin Application. GMU prefers the PO closure is done via integration. i.e., After the invoice is fed to Banner with the Final Payment F indicator, the PO will be closed in Banner; not manually done in Banner. Refer to question q for more info.

- m) Invoice creation in Ellucian Banner;
TranscendAP posts invoices to Banner using PLSQL/API creating a Banner transaction.

Mason Response: Confirmed

- n) Invoice creation in Ellucian Banner with proper payment terms, including discounts if applicable;
TranscendAP posts invoices to Banner using PLSQL/API creating a Banner transaction.

Mason Response: GMU maintains payment terms and discounts in Banner, and feeds to your system. GMU wants to ensure that TranscendAP can properly receive and populate the payment terms and discounts when creating invoices in Banner.

Yes, confirmed.

6/21/2024 Mason Response: Confirmed

- o) Full vendor data (person, corporation, addresses) load and maintenance
Vendor on-boarding is performed using Banner.

Mason Response: GMU wants to confirm if TranscendAP can handle/load the number of GMU vendors and addresses as listed on the RFP- Statement of needs. (George Mason University's vendor file consists of approximately 88,331 active and 163,227 inactive vendors. There are currently 1,377,859 active and 1,832,740 inactive addresses).

Yes, but to clarify TranscendAP loads vendor information on-demand.

6/21/2024 Mason Response: What if GMU needed to sync all vendor records or make a minor update to all records, can Optima handle them? Please confirm.

- p) PO amount is properly liquidated once an invoice is approved and posted;
TranscendAP checks invoices against PO limits. The actual liquidation is performed within Banner. We post a ready-to-be-paid invoice to Banner.

Mason Response: GMU want to confirm that TranscendAP reflects proper remaining balance after the invoice is posted and the PO is proper liquidated in Banner. This step is crucial to ensure that AP doesn't over pay invoices.

Yes, confirmed.

6/21/2024 Mason Response: Confirmed

- q) Ability to close/finalize a PO once the invoice is approved and posted;
TranscendAP checks invoices against PO limits. The actual liquidation is performed within Banner. We post a ready-to-be-paid invoice to Banner.

Mason Response: The approver will indicate on their approval if the PO should be closed. GMU wants to confirm that Transcend AP can close the PO in Banner after the invoice is paid. AP & Purchasing staff don't need to access to Banner and close the PO manually.

Yes. This assumes that your environment allows this.

6/21/2024 Mason Response: There is a field where AP can indicate that the PO can be finalized/Closed in the Banner invoice creation form, see below.

Indicators	
Tolerance Override	<input type="text"/>
Hold	<input type="text" value="N"/>
Final Payment	<input type="text" value="F"/>
Indicator	

- r) Paid invoice feed can be imported from Banner to Optima's solution
Yes, this is out of the box functionality.

Mason Response: Confirmed

2) References

- a) We understand you have previously provided us with references. Can you provide us with the specific email and phone numbers for these or three other customers most similar to us, including the current customers who will be integrating with Ellucian Banner?

Yes. Once we confirm availability, we will forward contact information to GMU.

Mason Response: Confirmed

6/21/2024 Mason Response: Please send over list of References Contact Information.



Name, Email, Company, and Phone number.

3) Contract

- a) Please see our attached draft contract, which was provided along with the RFP. Do you have any exceptions?

We will work with you on redlines for the contract.

Mason Response: Received and will review.

4) ASRB Review and Test Environment

- a) As stipulated in the RFP, Mason's Architectural Standards Review Board will need to evaluate the product for IT Security and Accessibility. That process typically takes 60-90 days. While this is happening, can you provide us a functional test environment to test for ourselves the major features such as OCR, routing, dashboards, invoice processing, etc.? We do not require the test environment to demonstrate integration with Banner or other Mason systems.

Is this before or after contract signature? If it's before and part of the evaluation process, success criteria and expectations need to be clearly defined. Specifically, not all functionality that is unique to GMU will be available in this test environment. That functionality is configured as part of the implementation process.

Mason Response: The ASRB review and test environment would be before contract signature. The test environment is not considered part of the evaluation process and we understand that the test environment might be missing Mason-specific functionality. Our goal is to confirm that certain large core functions (routing, OCR, transaction processing) operates in a manner similar to what was already demonstrated during your presentations. It is possible that a feature that operates substantially differently from what you have represented could result in a delay in final contract execution, but that is not a typical occurrence. Once ASRB and the test review are complete, we would sign the agreed upon contract and move forward with implementation.

Yes, accepted.

6/21/2024 Mason Response: Confirmed

- b) Integration testing notwithstanding, can Optima further clarify what features/workflows/etc. we will be able to see/test in this environment.

We will give you access to version 8.5 in your test environment. At a future date, we can collaboratively develop the details of the test, including basic functionality.

Mason Response: Confirmed

5) Additional Functionality

- a) Please confirm that there is no limit to the number of invoices that can be submitted through the system in a single PDF file. Mason believes most vendors will send invoices one at a time, but some will bulk upload hundreds of pages/invoices in a single PDF. Please also confirm no separator is required.



There is no limit. - Through the Document Review process, the AP team-member can separate the invoice through the SPLIT DOCUMENT feature.

Mason Response: Confirmed

- b) Please confirm if approvers can approve invoices in the system in bulk. This question is related to utility bills. With the current process, AP staff must log into the Dominion Power portal and download every invoice (they are not batched because each one is tied to a separate account, and Dominion will not consolidate). Each invoice is then entered into Ellucian Banner and given a voucher number. AP staff then consolidates the invoices into one "batched" PDF that is sent to the approver for approval. Questions:

- i) Once the AP staff batches the individual invoices into one big PDF (batched) and sends it into the system, can Optima AP automation see that the batched PDF is actually multiple individual invoices and break them into individual invoices (so that the AP tech doesn't have to send in each individual invoice)?

We can configure the approval work queue as a "multiselect" and approve it, will need client's functional approach to fully understand and configure accordingly.

Mason Response: Confirmed

- ii) Can the system obtain a batch approval for these invoices (so the approver only has to look/at and approve one document versus 100+), but still the system can create separate voucher numbers for each invoice and integrate them into Banner?

Once the invoices are split, we can streamline the approval process. Further discussion is required to vet this requirement and fully understand how best to accomplish this.

Mason Response: Confirmed

- c) Confirm the Blanket PO Invoice (PO without the cost allocation) process – Optimal response is "NA. No Need for Approval" (4.h.ii) Or "Need Clarification." (6.a.)
- i) Please clarify this response. All invoices must be notified or/and approved. When an invoice comes in and pays against an unencumbered blanket PO (no cost allocation tied to a PO), AP staff must review, validate, and route it to an approver. The approver must provide the cost allocation and approve before it can be integrated into Banner.

Yes, confirmed. TranscendAP can be tailored to set-up business rules requiring approvals on all invoices and enabling approvers to provide cost allocation.

Mason Response: Confirmed

- d) Confirm the "check vendor" functionality will work with Optima's solution and the Banner integration (Check vendor is different than the vendor listed on the invoice but included in the vendor master file). Refer to the 2nd round question 3.a.

Yes, confirmed.

Mason Response: Confirmed

- e) Year-end process: Please confirm that Optima can accommodate the year-end process as documented on the 2nd round question #7

Yes, confirmed.

Mason Response: Confirmed

- f) Please confirm that GMU has no limitations on how many fields can be customized and integrated into Banner.

There is no system limitation.

Mason Response: Confirmed

- g) GMU needs to confirm that Optima can distribute invoices to AP staff based on vendor letter, vendor name, bill to address, and PO type.

Yes

Mason Response: Confirmed

- h) Please confirm if approvers can approve PO and non-PO invoices in the mobile app. Based on the questionnaire 2.1.3, Optimal indicates "iPad inquiry and remote non-PO approvals."

TranscendAP supports web-based responsive design. But we do not provide mobile apps.

Mason Response: Confirmed

- i) GMU needs to confirm if the system administrators can manage users' access and reassign invoices to other approver (s) as necessary. Optima's response is "partially compliant" based on the questionnaire (2.1.9).

This is a configurable function and part of implementation.

Mason Response: Confirmed

- j) Please confirm Optima's solution allows manual data field modifications to be blocked or unblocked based on the approval role. Based on the questionnaire, Optima's response is "partially compliant." (2.1.46).

This is a configurable function and part of implementation.

Mason Response: Confirmed

- k) GMU needs to confirm if Optima's solution provides a dashboard where approvers can manage their workload and prioritize urgent or past-due invoices. Optima's response is "Yes, we need further discussion." (8.k.).

TranscendAP has many dashboards. The Dashboard functionality and presentation is configurable, part of the implementation and is not an additional cost.

Mason Response: Confirmed

6. Additional Questions:

- a) As stated in *section IV. h. 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.* George Mason University anticipates executing a contract with Optima Global Solutions (EIN 22-3818114) as they submitted the proposal. Please confirm that Optima Global Solutions (EIN 22-3818114) will be the party executing the contract and responsible for performing all services resulting from this RFP.

Transcend AP, Inc. is subsidiary of Optima Global Solutions Inc. We have no issues changing the contract back to Optima Global Solutions if this is required by GMU.

6/21/2024 Mason Response: Confirmed

Please advise if you have any questions or need clarification before responding.

Regards,

Sara Siddall

Sara Siddall, CUPO
Strategic Sourcing Manager | Purchasing
ssiddall@gmu.edu

SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement (this “Agreement”), effective as of September 1, 2024 (the “Effective Date”), is made by and Optima Global Solutions, Inc., a New Jersey corporation with offices located at 3705 Quakerbridge Road, Suite 214, Hamilton, NJ 08619 (“Company or Contractor”), and **George Mason University** (“Customer or ‘University’ or ‘Mason’”). Company and Customer shall herein be referred to each as a “Party” and collectively as the “Parties”.

Whereas, the Parties have entered or are entering into the Master Agreement (as defined hereunder); and

Whereas, this Agreement is incorporated fully into the Master Agreement.

Now therefore, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

1.1 Affiliates means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition “control” means the direct possession of a majority of the outstanding voting securities of an entity.

1.2 Authorized Users mean individuals who are authorized by the Customer to use the Services, and, with respect to the Subscription Services, who have been supplied passwords by the Customer (or by Company at the Customer’s request). Authorized Users consist of any employee of the Customer or its Affiliates and any independent contractor of the Customer or its Affiliates.

1.3 Customer Data means all Data made available by the Customer or its Authorized Users (or by any third party on behalf of Customer or its Authorized Users) to Company or otherwise provided by Customer or its Authorized Users (or by any third party on behalf of Customer or its Authorized Users) in connection with the provision of the Services.

1.4 Confidential Information has the meaning given to it in Section 4.1.

1.5 Data means text, images, materials, photos, audio, video, and all other forms of data or communication.

1.6 Data Laws means the applicable data privacy laws having jurisdiction to regulate and govern the use and processing of Personal Information.

1.7 Documentation means the documentation for the Subscription Services generally supplied by Company to assist its customers in the use of the Subscription Services, including user manuals and other written materials.

1.8 Feedback means any Customer provided feedback and reports about any errors, problems, or defects in, or suggestions for changes and improvement to the Subscription Services.

1.9 Go-Live means the date from which the Project is completed and implemented in accordance with the RFP and Order Form.

1.10 Master Agreement means the agreement between Company and Customer dated as of the Effective Date, in which this Agreement is incorporated as though fully set forth therein.

1.11 Order Form means each Company order form, statement of work or similar document signed by duly authorized representatives of both Parties which references this Agreement, identifies the Services ordered by Customer from Company, sets forth the prices for the Services and contains other applicable terms and conditions. The initial Order Form for Services is attached hereto as Exhibit A.

1.12 Personal Information means information relating to customers of Customer or other individuals, including information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

1.13 Project means the integration project that is set forth in the RFP and Order Form.

1.14 Professional Services means configuration, implementation, training, consulting, and/or custom services to be provided by Company. All Professional Services will be set forth in an Order Form.

1.15 RFP means Customer’s Request for Proposal No- GMU SS1101-23, in its entirety.

1.16 Services means the Subscription Services, Support Services, and any Professional Services, provided by Company pursuant to Section 2.1 hereof.

1.17 Subscription Services means Company’s proprietary hosted, subscription application set forth and described on the applicable Order Form.

1.18 Support Services means the on-going support and maintenance services Company shall provide in connection with the Subscription Services, as further described in Exhibit B.

1.19 Third-Party Applications means online, Web-based applications or services and offline software products or other Customer Data sources and Customer-directed Customer Data destinations, if applicable, that are provided by third parties and interoperate with the Subscription Services.

1.20 Company Data means all Data made available by Company to Customer in connection with the Customer’s use of the Services.

1.21 Company Platform means Company’s proprietary subscription cloud-based software solution.

1.22 Work Product means any deliverables, content, reports, analyses or documentation developed by Company on behalf of Customer for Customer’s specific and exclusive use and delivered to the Customer in the performance of any Professional Services.

2. SERVICES

2.1 Services. Company shall provide the Customer with the specific Services specified as agreed upon in this contract.

2.2 License Grant. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set forth on the applicable Order Form, Company hereby grants to the Customer, solely during the term of the applicable Order Form, a non-exclusive, non-transferable (except as set forth in Section 11.2) license to access and use the Subscription Service solely for the Customer's internal business purposes. This license is restricted to use by Customer and its Authorized Users and does not include the right to use the Subscription Services on behalf of any third party. The Customer is responsible for procuring and maintaining the network connections that connect the Customer to the Subscription Services. The Customer agrees: (a) that only Authorized Users are permitted to use the Subscription Services; (b) that it is responsible for Authorized Users' actions or failures to act in connection with activities contemplated under this Agreement and (c) to otherwise take all commercially reasonable steps to protect the Subscription Services and the Documentation from unauthorized use and/or access.

2.3 Access ID. Customer will appoint one Authorized User to be Customer's primary agent in authorizing Customer's Authorized Users to access the Subscription Services. Subscription Services passwords shall conform to Customer rules and upon request may be system-generated ("Access ID"). Company has no obligation to verify the identity of any person who gains access to the Subscription Services by means of an Access ID. Customer must immediately take all necessary steps, including providing notice to Company, to affect the termination of an Access ID for any Authorized User if there is any compromise in the security of that Access ID or if unauthorized use is suspected or has occurred. Company is not liable to Customer or anyone else for damages arising from Customer's misuse of Access IDs or use of multiple Access IDs. Company shall provide integration to provide single sign on for Mason to manage its Access ID's

2.4 Suspension of Access. Company reserves the right to immediately suspend Customer's use of the Services without liability if: (a) for Customer's or an Authorized User's violation of Section 8.3, (b) if Company determines that the security or function of the Services may be compromised due to hacking, denial of service attacks, or other activities constituting or having the potential to constitute a security incident, (c) Company reasonably believes that the Services are being used in violation of this Agreement or applicable law, (d) Company reasonably believes that the suspension of the Services is necessary to protect its network or its other customers, or (e) requested by a law enforcement or government agency of competent jurisdiction. Where feasible, Company shall give Customer notice of a suspension under this Section 2.4.

2.5 Affiliates Not Under Direct Order Form. Subject to the terms of the Order Form and this Agreement, the Customer may make the Services available to its Affiliates provided that: (a) all licensing restrictions are complied with in each instance by each such Affiliate, and (b) such Affiliates are bound by obligations as protective of Company as this Agreement for the benefit of Company. Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates, except where the Affiliate has signed its own Order Form with Company for the Services pursuant to Section 2.6.

2.6 Affiliates Under Direct Order Form. In addition to Section 2.5, Customer's Affiliates may acquire Services subject to the terms and conditions of this Agreement by executing Order Forms hereunder directly with Company. Each Order Form executed by an Affiliate hereunder shall incorporate the terms of this Agreement by reference and be deemed to be a two-party agreement between Company and such Affiliate. Each Affiliate executing an Order Form shall be solely responsible for its obligations pursuant to such Order Form as well as for the obligations to be performed pursuant to this Agreement and the liabilities arising out of this Agreement as if it was the named party instead of Customer. Customer shall have no obligations or liabilities as to such Order Form signed by its Affiliate and Company shall look solely to the Affiliate executing such Order Form.

2.7 Third-Party Applications. The Subscription Services may interact with and access Customer and third-party applications and related information used by Customer in connection with the Subscription Services, including access to Customer Data and related sources. Customer shall make any such Third-Party Applications, data sources, Customer Data and information available to Company and the Subscription Services as necessary to use the Subscription Services as contemplated in this Agreement, including, without limitation, obtaining all required access and credentials. Customer shall be solely responsible for ensuring compliance with third-party terms of use, privacy policies and contractual obligations in making such Third-Party Applications, Customer Data and related sources, and other information available to Company.

3. FEES; PAYMENT TERMS

3.1 Fees. The Customer agrees to pay Company for Services provided and expenses incurred in accordance with and at the rates specified in each Order Form. Unless otherwise set forth on the Order Form, payment shall be due within thirty (30) of the date of an invoice from Company and shall be paid in USD. Customer agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all overdue amounts not subject to a good faith dispute.

3.2 Taxes. Customer will be responsible for paying all taxes, fees, charges and assessments, however designated, levied or based upon the Services, including federal, state and local property, privilege, sales, use, excise or similar taxes. Company will not be responsible for the calculation, collection, reporting or remittance of any such taxes.

4. CONFIDENTIALITY

4.1 Confidential Information. Subject to the provisions of the Virginia Freedom of Information Act, During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, is of a confidential or proprietary nature. The receiving Party shall hold in confidence, and shall not disclose (or permit its personnel to disclose) any Confidential Information to any person or entity *except* to directors, officers, employees, outside consultants, or advisors (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than the terms of this Section 4. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another party without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall protect the other Party's Confidential Information in the same manner as it protects its own proprietary information of a similar nature and sensitivity, but in no event shall less than reasonable care be used. A receiving Party shall, to the extent legally permissible, promptly notify the disclosing Party upon any request for disclosure of Confidential Information by a valid order of a court or other governmental body having jurisdiction and shall cooperate with any reasonable request of the disclosing

Party in enforcing its rights (at the disclosing Party's expense). In any event, the receiving Party shall make such disclosure only to the extent required and shall use reasonable efforts to ensure that confidential treatment is afforded to any such Confidential Information so disclosed.

4.2 Exclusions. Information will not be deemed Confidential Information hereunder if such information: (a) becomes publicly known or otherwise publicly available, except through a breach of this Agreement by the receiving Party; (b) is known prior to receipt from the disclosing Party or becomes known thereafter, in each case on a non-confidential basis; or (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information.

4.3 Injunctive Relief. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any disclosure or use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to seek an injunction to restrain such use in addition to other appropriate remedies available under applicable law.

4.4 Prior Agreements. Reserved

5. WARRANTIES

5.1 Subscription Services Warranty. Company warrants that during the term of any Order Form for the Subscription Services that the Subscription Services will conform, in all material respects, with the Documentation. Company does not warrant that it will be able to correct all reported defects or that use of the Subscription Services will be uninterrupted or error free. Company makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, Company will, at no additional cost to Customer, provide remedial services necessary to enable the Subscription Services to conform to the warranty. The Customer will provide Company with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Subscription Services has been utilized by the Customer in accordance with the Order Form and this Agreement.

5.2 Professional Services Warranty. Company warrants that any Professional Services provided hereunder shall be provided in a competent and professional manner and in accordance with any specifications set forth in the Order Form in all material respects. Company further warrants that any Work Product provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set forth in the applicable Order Form. If the Services are not performed as warranted or the Work Product does not so comply, then, upon the Customer's written request, Company shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to the Customer. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Work Product, as the case may be.

5.3 No Other Warranty. COMPANY DOES NOT REPRESENT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED. THE WARRANTIES STATED IN THIS SECTION 5 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY COMPANY. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLICABLE TO THE SERVICES.

6. LIMITATION OF LIABILITY

6.1 Consequential Damage Exclusion. Neither Party will be liable to the other or any third party for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data) in connection with the performance of this Agreement, even if it is aware of the possibility of the occurrence of such damages.

6.2 Limitation of Liability. Except for a Party's willful misconduct or gross negligence, the total cumulative liability of a Party to the other Party for any and all claims and damages arising under this Agreement, whether by statute, contract, tort or otherwise, will not exceed the fees paid or payable by Customer to Company under the Order Form for the Services which form the subject of the claim during the twelve (12) month period immediately preceding the event giving rise to the claim.

7. TERM

7.1 Term. The Term is set forth in the Master Agreement.

7.2 Termination. Notwithstanding the foregoing, either Party may terminate this Agreement or any Order Form (a) immediately in the event of a material breach of this Agreement or any such Order Form by the other Party that is not cured within thirty (30) days of written notice from the other Party, or (b) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of any Order Form shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Order Forms. Either Party may also terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party for any reason, provided that at such time there are no Order Forms then currently outstanding and in effect. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order Form.

7.3 Effect of Termination. Upon any termination or expiration of this Agreement or any applicable Order Form, Company shall no longer provide the applicable Services to Customer, and Customer shall promptly cease and cause its Authorized Users to promptly cease using the Services. If the Order Form is terminated as a result of Company's material breach, then Customer shall be entitled to a refund of the pro rata portion of any prepaid fees pertaining to the remaining term of the relevant Order Form. If the Order Form is terminated for any reason other than as a result of Company's material breach, then Company shall be entitled to all of the Fees due under the applicable Order Form for the entire term of the relevant Order Form. Within thirty (30) days following termination, Customer may retrieve the Customer Data in accordance with established and reasonable system access procedures. After such period, Company shall have no further obligation to store or make available the Customer Data to Customer and will delete such Customer Data within thirty (30) days thereafter. Upon Customer's written request, Company will provide Customer with a copy of Company's attestation of Customer Data deletion.

8. OWNERSHIP; USE OF DATA; OBLIGATIONS

8.1 **Subscription Services.** The Customer acknowledges and agrees that as between Company and the Customer, all right, title and interest in and to the Subscription Services (excluding any Customer Data) and including all modifications and configurations, all Company Data and all of Company's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to the Customer by Company in providing the Subscription Services and all derivatives thereof are and shall remain Company's or its licensors'. The Company name, all Company logos, and the product names associated with the Subscription Services are trademarks of Company or third parties, and no right or license is granted to use them. The Customer shall not remove any Company trademark or logo from the Subscription Services. During the term of this Agreement, Company grants to the Customer a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 11.2), royalty-free right to use, display, transmit, and distribute the Company Data solely in connection with the Customer's permitted use of the Subscription Services. Company will have the right to generate Aggregate Data, and the parties agree that Company may use Aggregate Data in order to improve, analyze, support and/or operate the Services or for any business purpose, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by Customer and other Company customers and prospects. Company will not distribute Aggregate Data in a manner that personally identifies Customer, Customers of Customer or its Authorized Users or sell Aggregate Data to any third party. For purposes of the foregoing, "**Aggregate Data**" means (a) data generated by aggregating Customer Data with other data so that the results are not personally identifiable with respect to Customer, Customers of Customer or Authorized Users, and (b) any anonymous data and learnings regarding use of the Service. In the event Customer provides Company with Feedback, Customer hereby grants to Company an irrevocable, fully-paid up, non-exclusive, royalty-free, perpetual and worldwide license to use, reproduce, distribute, create derivative works of, publicly perform, and publicly display such Feedback in any medium or format, whether now known or later developed.

8.2 **Customer Data.** The Customer retains ownership of all right, title and interest in and to all Customer Data. During the term of this Agreement, the Customer hereby grants to Company a limited, worldwide, non-exclusive, non-transferable (except as set forth in Section 11.2), royalty-free right to use, display, transmit, and distribute the Customer Data solely as necessary to provide the Services to the Customer. Upon termination of the Subscription Services, Company shall make such Customer Data available to the Customer in a mutually agreed upon format.

8.3 **Customer Obligations.** The Customer is responsible for all activities conducted under its Authorized User logins and for its Authorized Users' compliance with this Agreement. Without Company's express prior written consent in each instance, the Customer shall not (and shall not allow any User or third party to): (a) send or transmit to Company any Customer Data that includes raw credit or bank card information pertaining to any of Customer's Customers or (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Subscription Services or access the Subscription Services in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Subscription Services. Except as expressly permitted in this Agreement, the Customer shall not (and shall not allow any User or third party to) copy, license, sell, transfer, make available, lease, time-share, distribute, or assign this license, the Subscription Services to any third party. Neither the Customer nor its Authorized Users shall: (i) send, upload or otherwise transmit to the Subscription Services any Customer Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) upload or otherwise transmit, display within or distribute to the Subscription Services any Customer Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (iii) upload or otherwise transmit to the Subscription Services any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) interfere with or disrupt the Subscription Services or networks connected to the Subscription Services; (v) use the Services to violate any applicable law or regulation; or (vi) use the Services to review the creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living for the purpose of determining the eligibility of a consumer for credit or employment purposes. Customer understands and acknowledges that Company does not prepare credit reports as defined by the Fair Credit Reporting Act and is not a credit reporting agency.

8.4 **Work Product.** The Parties agree that unless otherwise expressly set forth in an Order Form, Customer will have a non-exclusive, non-transferable (except as set forth in Section 11.2) license to use any Work Product developed by Company in the performance of any Professional Services and delivered to Customer solely for Customer's internal use in connection with its use of the Subscription Services. Company retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all Work Product compiled or developed by Company in the performance of this Agreement.

9. Reserved

10. Reserved.

11. GENERAL

11.1 **Entire Agreement.** Reserved

11.2 **Assignment.** This Agreement shall be binding upon and for the benefit of Company, Customer, and their respective permitted successors and assigns. Either Party may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Except as expressly stated herein, neither Party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void.

11.3 **Headings.** The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

11.4 **Relationship of the Parties.** The relationship between Company and Customer is that of an independent contractor, and nothing in this Agreement shall be construed as making the Parties hereto partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

11.5 **Notices.** Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and via email and shall be deemed to have been delivered and given for all purposes: (a) on the delivery date if delivered personally to the Party to whom the

same is directed; (b) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt; or (c) five (5) business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the Party as set forth below. Either Party may change its address by giving written notice of such change to the other Party.

If to Optima Global Solutions, Inc.
133 Franklin Corner Road, 2nd Floor,
Lawrenceville, NJ 08648
Attn: Legal

If to Customer:
George Mason University
4400 University Drive MS3C5
Fairfax VA 22030

Email:

1. purch1@gmu.edu

2. acctpay@gmu.edu

11.6 Modifications to Subscription Services. Company may make modifications to the Subscription Services or particular components of the Subscription Services from time to time, provided that such modifications do not materially degrade any functionality of the Subscription Services.

11.7 Publicity. Customer hereby grants Company a non-exclusive license solely during the term of this Agreement to use Customer's name and display Customer's logo in Company's customer lists and in the customer section of Company's website.

11.8 No Third-Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

11.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in pdf, or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

11.10 Waiver and Severability. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

COMPANY AND CUSTOMER HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS A DOCUMENT UNDER SEAL BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE EFFECTIVE DATE.

OPTIMA GLOBAL SOLUTIONS, INC.

GEORGE MASON UNIVERSITY

By:

By:

Name:

Name:

Title:

Title:

EXHIBIT A
Order Form #1

This Order Form #1 (this “Order Form”), effective as of September 1, 2024 (“Order Form Effective Date”), is made by and between Optima Global Solutions, Inc., a New Jersey corporation with offices located at 3705 Quakerbridge Road, Suite 214, Hamilton, NJ 08619_ (“Optima”), and George Mason University (“Customer”), for the provision of Services listed below. This Order Form is subject to Subscription Services Agreement executed by and between Optima and Customer on September 1, 2024 (the “Contract”). Capitalized terms not defined within this Order Form will have the meanings given in the Agreement.

1. SUBSCRIPTION SERVICES

- 1.1. Subscription Services Term. Subject to the terms of the Agreement, the Subscription Services shall commence on the Order Form Effective Date and continue for 36 months (the “Initial Term”). Following the expiration of the Initial Term, this Order Form may be renewed for three (3) successive (3) three-year terms at the Customer’s discretion, by Customer providing notice of renewal no less than sixty (60) days prior to the end of the respective Term (each a “Renewal Term” and, together with the Initial Term, collectively, the “Order Term”).
- 1.2. Go Live. The projected Go-Live date is by September 1, 2025 (“Projected Go-Live Date”). The Projected Go-Live Date is dependent upon timely cooperation by the parties. Therefore, upon notice from Optima to the Customer, the Projected Go-Live Date shall be extended concomitant by any delay by Customer. Upon completion of the Project in accordance with the RFP and this Order Form, Optima shall provide notice thereof to Customer. Within fifteen (15) days, Customer shall perform acceptance testing of the delivered application (“Deliverable”) and provide notice to Optima of any deficiencies or defects (“Noticed Defects”). Thereafter, Optima shall at its expense remedy the Noticed Defects and upon completion, provide notice to the Customer, whereupon the Customer shall have the right to conduct acceptance testing of the Deliverable in the manner set forth in the prior sentence. Final acceptance of the Deliverable by Customer shall be deemed to be the Go-Live date. Failure by Customer to conduct acceptance testing in accordance with this section shall be deemed acceptance of the Deliverable and satisfaction of the Go-Live requirement. In the event the Parties cannot “Go-Live” by the end of the Projected Go-Live Date (or as otherwise extended due to Customer’s delay) due to the fault of Optima, the Customer may terminate the agreement without penalty, and in which event, the first year’s annual subscription fee shall be refunded to the Customer by Optima and with the exception of terms and conditions that survive contract expiration, there shall be no further obligation on the part of either party. **The contractor acknowledges that customer cannot “go-live” without a successful data exchange with Ellucian Banner, to include invoices that pay against a document level accounting PO, or a commodity level accounting PO, or an unencumbered blanket PO.**
- 1.3. Payment Terms. The annual fees for the Subscription Services shall be \$59,000.00 (which fees shall be refunded to Customer upon Optima’s failure to Go-Live in accordance with Section 1.2 above). All fees for the Subscription Services shall be billed annually in advance, by sending an invoice to acctpay@gmu.edu with the Mason issued purchase order, and such invoices shall be due and payable by Customer within thirty (30) days of the date of the invoice from Optima.
- 1.4. Subscription Services Description. Full access and use of Optima Global Solutions, Inc., an automated accounts payable software platform.

2. SUPPORT SERVICES

- 2.1. Support Services. Company shall provide Support Services at no additional cost to Customer in connection with the Subscription Services, as further described in Exhibit B of the Agreement.

3. PROFESSIONAL SERVICES

- 3.1. Payment Terms. The fees for the Professional Services are a one-time total fee of \$ \$30,000 that will be invoiced separately at time of contract signature.
- 3.2. Professional Services Description. Implementation and Ellucian Banner integration services.
 - 3.2.1. System setup (configuration, testing, Ellucian Banner Integration & training) included
 - 3.2.2. Custom Forms(creation ,configuration, testing, Ellucian Banner Integration and Training)- **Contractor estimates that it will take approximately 150 hours to build and integrate up to six (6) Custom Forms, which are included in the subscription services fee. Hours over and above 150 shall be invoiced at \$100 per hour. Contractor shall receive permission, via purchase order, prior to incurring any billable hours. Contractor shall, to the best of their abilities, successfully build and integrate agreed upon custom forms during the implementation period, however, delays in the building and integration of custom forms shall not constitute a failure to successfully “Go-Live” as defined in section 1.2. Custom form submissions shall not count towards the 50,000 annual invoice limit included in the subscription.**

OPTIMA AND CUSTOMER HAVE CAUSED THIS ORDER FORM TO BE EXECUTED AS A DOCUMENT UNDER SEAL BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THE ORDER FORM EFFECTIVE DATE.

OPTIMA GLOBAL SOLUTIONS, INC.

GEORGE MASON UNIVERSITY

By:

By:

Name:

Name:

Title:

Title:

EXHIBIT B
Support Services

This Exhibit B sets forth the terms and conditions for the Support Services to be provided by Company to Customer in relation to the Subscription Services, and is hereby incorporated by reference and made part of the Agreement.

1. DEFINITIONS

The following terms shall apply to this Exhibit B. Other capitalized terms used but not defined herein shall have the same meaning as in the Agreement.

Business Day means Monday through Friday, excluding observed United States holidays.

Business Hours means 9:00 am to 6:00 pm, Eastern Time, Monday through Friday, excluding observed United States holidays.

Defect means a production-level failure of the Subscription Services to operate in accordance with the Documentation.

Restore means the incident has been remedied such that Subscription Service is available for access and use by Customer and is operating in accordance with the Documentation, which may include the imposition of a workaround.

Severity Level means the severity level assigned to a particular support ticket based on a number of factors, including the level of impact to Customer's business operations. It is the intent of the parties to quickly and accurately classify the severity of incidents.

Support Contact means individuals designated by Customer who have the requisite technical skills and training to diagnose Defects, log incident reports and act as a single point of contact between Customer and Company, and work with Company's support staff toward restoration of the Subscription Services.

2. SERVICE LEVELS

Company will employ commercially reasonable efforts to respond to and resolve all issues in a timely manner, however issues impacting Customer's production systems take priority and are classified by Severity Level in accordance with the following:

Severity Level	Definition	Target Response Time	Target Service Level
Cloud Incident (“ Outage ”)	Company's cloud service is unavailable and/or inaccessible for all Users.	1 Hour (24/7/365)	(24/7/365) triage with hourly status updates; continuous effort to restore the Subscription Services.
1 – High	Defect that causes a loss of functionality preventing critical business work from being done; or causes a significant number of Authorized Users to become unable to access and/or use critical components of the Subscription Services. No known workaround exists.	1 Business Hour	Triage within 4 Business Hours with daily status updates (M-F). Continuous effort during Business Hours to remedy the Defect or provide a workaround. Develop mutually agreed upon schedule once issue root cause has been identified.
2 – Medium	Defect that causes a loss of functionality preventing some business work from being done; or causes a number of Authorized Users to become unable to access and/or use critical components of the Subscription Services.	4 Business Hours	Triage within 1 Business Day with regular status updates; Company shall use reasonable efforts during Business Hours to remedy the Defect as rapidly as practical once reproduced.

	Known workaround exists.		Develop mutually agreed upon schedule once issue root cause has been identified.
3 – Low	<p>All other Defects that cause some business inconvenience.</p> <p>Defects cause a loss of functionality that creates inconvenience; or non-immediate service is to be provided.</p> <p>Known Workaround exists.</p>	1 Business Day	<p>Triage within 5 Business Days.</p> <p>Company shall use reasonable efforts during Business Hours to remedy the Defect as rapidly as practical once reproduced.</p> <p>Develop mutually agreed upon schedule once issue root cause has been identified.</p>

3. SUPPORT SERVICES SCOPE & AVAILABILITY:

- a. **Support Service Defined.** Support Services shall include:
- generally available bug fixes, minor and major releases and functional enhancements to the Subscription Services
 - Guidance regarding proper use of the Application.
 - Defect diagnosis and verification, reporting, tracking and restoration of the Subscription Services (which may include the imposition of a workaround).
 - Assistance with configuration, installation, usage, performance (excluding Professional Services).
 - Providing Defect fixes in a timely and expeditious manner. Any defect that is deemed “1 - High,” Company will ensure that the defect is given the highest priority.
 - Regular notifications and updates regarding incidents.
- b. **Support Services Availability.** Unless otherwise agreed upon in writing, Support Services shall be available:
- Service Outage: 24/7/365 via phone and email.
 - Severity 1/2/3/4: During Business Hours via phone and email, unless otherwise agreed by the Parties in a signed writing.

4. COMPANY SUPPORT LIMITATIONS:

- a. **Support Limitations.** Support Services do not include support for:
- applications, hardware and dependent technology not supplied by Company;
 - issues resulting from Customer’s negligence or failure to use the Subscription Services in accordance with the Documentation, or per Company’s instructions or recommendations;
 - Support of custom development not supplied by Company;
 - any issues resulting from modification of the Subscription Services by anyone other than Company;
- b. **Customer Defects.** If Customer notifies Company of a Defect and Company correctly determines that the Defect is due to Customer’s incorrect or improper use of the Subscription Services, or failure to comply with the Agreement, including without limitation, this Exhibit B, the resolution of such Defect is not covered by Company’s Support Services. However, Company may provide Professional Services to address or cure the problem in accordance with the terms of the Agreement, and subject to the execution of a Statement of Work at applicable rates for such Professional Services.
- c. **Third Party Products.** Support Services do not cover the operation or use of any third-party products or services, unless expressly agreed to in writing by Company. The Subscription Services use Kofax Total Agility platform and support for Kofax Total Agility is within the scope of support.

5. CUSTOMER OBLIGATIONS:

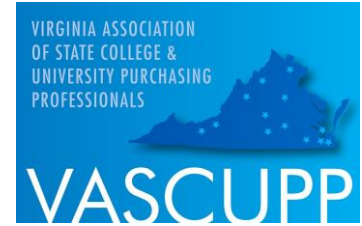
- a. **First Level Support/Single Point of Contact.** All communications relating to Support Services shall be supervised, coordinated, and undertaken by no more than two (2) Support Contacts. Only Support Contacts may request Support Services from Company.
- b. **Pre-Call Procedures.** Prior to requesting Support Services from Company, Customer shall comply with all available operating and troubleshooting procedures for the Subscription Services. If such efforts are unsuccessful in eliminating the Defect, Customer shall then promptly notify Company of the Defect via unique email address. Customer shall confirm that the following conditions are met prior to contacting Company for Support Services:
 - i. **Reproduction.** The Defect is reproducible.
 - ii. **Support Contact.** The Support Contact has the technical knowledge regarding the Subscription Services and any other software or hardware systems involved, and in the facts and circumstances surrounding the Defect.
 - iii. **Access.** Customer's system, including all software and hardware, is available to the Support Contact without limit during any telephone discussions or other live sessions with Company support personnel.
 - iv. **Cooperation.** The Support Contact will follow the reasonable instructions and suggestions of Company's support personnel while providing Support Services.
- c. **Remote Connection.** If appropriate, Customer shall cooperate with Company to allow and enable Company to perform Support Services via remote connection using standard, commercially available remote connection software. Customer shall be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and Customer Data.
- d. **Disclaimer.** In addition to the Support Limitations set forth in Section 4(a) above, Company shall not be liable for any Defect or delay in providing Support Services, or responsible to provide Support Services, updates, bug fixes, or any other maintenance and support to Customer to the extent that any Defects arise because Customer: (i) misuses, improperly uses, misconfigures, alters, or damages the Subscription Services; (ii) fails to implement maintenance and other remedies that require Customer action; (iii) uses the Application at any unauthorized location, if any; (iv) fails to provide qualified Support Contacts to assist Company in resolving Defects or service level issues with the Subscription Services; (v) fails to provide adequate remote access to enable Company to perform remote diagnosis or maintenance; (vi) fails to install an update, or implement a workaround if such update or workaround would have resolved the Defect; or (vii) delays reporting the incident to Company.
- e. **Documenting Severity 1-High level issues.** Severity-1 events are to be documented by the Customer as to the issue and submitted to Company within 3 days of its initial occurrence. Company will then document if the issue was the sole responsibility of Company and if not will provide statements to support that decision. Company has the sole discretion to decide if it was Company's issue that caused the non-performance.

6. UPTIME COMMITMENT:

- a. **Availability Requirement.** Company shall make the Subscription Services Available, as measured on a 24 hours per calendar day basis over the course of each calendar month during the Initial Term and each Renewal Term, at least 99.5% of the time, excluding only the time the Subscription Services are not Available solely as a result of one or more Exceptions. "Available" means the Subscription Services are available and operable for access and use by Customer and its Authorized Users over the Internet. If Availability of the Subscription Services falls below 99.5%, during any rolling 6-month period, Customer will receive a credit from Company of 1/12th of the annual Subscription Fee which Customer may apply towards future invoices.
- b. **Exceptions.** No period of degradation or inoperability of the Subscription Services shall be included in calculating Availability if such downtime or degradation is caused by any of the following ("Exceptions"):
 - i. Customer's or any of its Users' use of the Subscription Services in a manner inconsistent with the Documentation.
 - ii. Failures of Customer's or its Authorized Users' Internet connectivity.
 - iii. Internet or other network traffic problems other than problems arising in or from networks actually controlled by Company.
 - iv. Emergency maintenance or Scheduled Downtime.
- c. **Scheduled Downtime.** Company shall notify Customer at least 72 hours in advance of all scheduled downtime of the Application in whole or in part ("Scheduled Downtime"). Scheduled Downtime will (i) not be scheduled between the hours of 8 a.m. and 9 p.m., Eastern Time, Monday-Friday, and (ii) occur more frequently than 15 hours per calendar month.



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-SS1101-23**

ISSUE DATE: December 8, 2023

TITLE: Invoice Automation Services

PRIMARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager
SECONDARY PROCUREMENT OFFICER: Grace Lymas, Assistant Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on January 5, 2024. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on January 19, 2024.

PROPOSAL DUE DATE AND TIME: February 2, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA 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 solicit proposals to establish a contract through competitive negotiations with one qualified vendor to provide Invoice Automation Services for the Accounts Payable Department of George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.

II. PURCHASING MANUAL/GOVERNING RULES:

This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's, and any revisions thereto, and the Governing Rules, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>

III. COMMUNICATION:

Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.

IV. FINAL CONTRACT:

ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

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

- a. An express or implied waiver of sovereign immunity.
- b. An agreement to indemnify, defend or hold harmless any entity.
- c. An agreement to maintain insurance.
- d. An agreement providing for binding arbitration.
- e. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- f. Waiver of jury trial.
- g. Choice of law or venue other than the Commonwealth of Virginia.
- h. Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

V. ADDITIONAL USERS:

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

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

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

authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

VII. SWaM CERTIFICATION:

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

VIII. SMALL BUSINESS SUBCONTRACTING PLAN:

All potential offerors are required to fill out and submit Attachments A with their proposal.

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

IX. PERIOD OF PERFORMANCE:

Three (3) years from Effective Date of contract with 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 39,000, with students studying in 198-degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 250,000 living alumni with 68% 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 10,000 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:

George Mason University currently generates approximately 20,000 purchase orders a year and receives 28,000 invoices. We also process an additional 20,000 non-PO based requests for honorariums, demand payments (non-po payments), student refunds, revenue refunds, etc. Mason uses the Commonwealth of Virginia's Purchase Order System, eVA, as its purchase order system, which integrates PO data into Ellucian Banner. Non-PO based payments are handled through either Dynamic Forms or Ellucian Workflow. George Mason University's vendor file consists of approximately 88,331 active and 163,227 inactive vendors. There are currently 1,377,859 active and 1,832,740 inactive addresses.

The current accounts payable process at Mason involves a labor-intensive manual workflow that relies heavily on paper-based invoices, manual data entry, and a complex approval hierarchy. This manual approach not only consumes valuable staff time but also increases the risk of errors, missed payments, and compliance issues. To address these challenges, Mason is embarking on strategic initiative to automate the accounts payable process from which we hope to achieve the following objectives.

- **Efficiency Enhancement:** The primary objective of automating the accounts payable process is to significantly enhance operational efficiency. Manual processes are time-consuming, involving tasks such as sorting, data entry, and paper handling. By automating these tasks, we aim to reduce the time required to process invoices and payments, allowing staff to allocate their time to more strategic activities, such as financial analysis, supplier relationship management, and process optimization.
- **Error Reduction and Accuracy:** Manual data entry is prone to errors, which can result in overpayments, underpayments, and discrepancies in financial records. Automating the accounts payable process will minimize data entry errors by using Optical Character Recognition (OCR) or other advanced validation protocol. This will ensure that financial data is accurate, reducing the need for time-consuming and costly corrections.
- **Streamlined Approval Workflows:** Implement streamlined, digitized approval workflows that route invoices to the appropriate personnel based on predefined rules. This will improve the speed of invoice approvals and ensure timely payments to vendors.
- **Enhanced Visibility and Reporting:** Automating accounts payable will provide real-time visibility into financial data and transaction status. Staff and management will have access to dashboards and reports that offer insights into spending patterns, outstanding liabilities, and cash flow forecasts. This enhanced visibility will empower decision-makers with the information needed to optimize financial strategies and make informed budgetary decisions.
- **Cost Savings and Resource Allocation:** Beyond operational efficiency, automation offers significant cost-saving opportunities. By eliminating the need for paper, reducing manual labor, and optimizing processes, Mason anticipates cost reductions in administrative overhead, printing, mailing, and storage. These savings can be reallocated to support academic and research initiatives or other strategic investments.
- **Vendor and Supplier Relations:** Efficient and timely payments are crucial for maintaining positive relationships with our vendors and suppliers. Automating accounts payable will enable us to adhere to payment terms consistently, potentially leading to improved vendor relationships, better negotiation power, and opportunities for volume discounts.
- **Regulatory Compliance:** Compliance with financial regulations and internal policies is paramount for a public university. Automating accounts payable will include built-in compliance checks, ensuring adherence to legal requirements and university policies. This reduces the risk of financial penalties and reputational damage.
- **Security and Data Integrity:** Modern accounts payable automation systems prioritize data security and integrity. They include robust encryption, access controls, and audit trails to protect sensitive financial information. Strengthening data security is a critical objective to safeguard the university's financial assets and protect against fraud.
- **Environmental Sustainability:** Transitioning to a paperless accounts payable process aligns with Mason's commitment to environmental sustainability. Reducing paper usage not only supports ecological goals but also reflects our institution's dedication to responsible resource management.

1. PREFERRED REQUIREMENTS

Please include the following information in your proposal. This should be included in the Questionnaire located in Bonfire. Please make sure to download this prior to the question-and-answer period in case of any questions on how to fill it out arise. Also include a response to both tabs on the in the Invoice Automation Capability Chart and on tab 2 denote each question with a) Fully compliant b) partially compliant or C) not compliant.

- At least three current Higher Education Customers that use your AP automation solution with PO based matching and General Accounting Encumbrance.
- Prior Experience integrating with Ellucian Banner
- Offer transactional real-time integrations, including vendor creation, vendor updates, PO liquidations, PO change orders, and invoice creation
- Prior to award, the ability to provide a fully functional test environment to further evaluate the product. Sandbox preferences are as follows:
 - Providing account to use to test entire P2P process.
 - Pre-populating at least 30 invoices
 - Providing staff available during the sandbox phase to answer questions.
 - Providing an environment that includes ability to test and configure the functionality

- OCR extraction process
- Administrative and course management functions (ability to setup and configure registration web interface)
- Standard and ad-hoc reporting, including export of invoice and payment data

2. GENERAL OPERATIONS:

1. The system should maintain seamless two-way integration with Ellucian Banner at given intervals.
2. The system should be cloud based.
3. The system should include a mobile friendly system (IOS and Android).
4. The system should create an intuitive user interface with individual profiles.
5. The system should control user access via a username and password combination.
6. The system should allow unlimited viewing rights.
7. The system should allow users to view and download PDF invoices from the application.
8. The system should allow users to set up approval delegation, specifically when the approver is out of the office.
9. The system should allow a system administrator to manage users access, unlocked and create temp password, and reassign invoice approval.
10. The system should log user access reports defining key timestamps.
 1. Date last used
 2. Unsuccessful log-in attempts
 3. Username and password
11. Invoice capture
 1. The solution should include a mailing address vendors can send printed invoices.
 2. The system should include a unique email account that invoices can be submitted.
 3. The system should accept e-mails with multiple PDF invoices.
 4. The system should include both PO and non-PO approval workflows.
 5. The system should notify submitters if an invoice image can't be read or captured.
 6. The system should allow to create custom fields and the fields are captured during OCR extraction
12. The system should include Optical Character Recognition (OCR) capture and extraction capability for manually scanned paper-based invoices or an equivalent system that results in 95% accuracy.
13. The system should include OCR extraction capability for non-paper-based invoices (PDF, JPG, XML, etc.)
14. The system should include automatic exception detection and reporting of master data errors.
15. The system should auto archive accepted invoice types (PDF, JPG, XML, etc.).
16. The system should have the ability to auto distribute invoices to AP staff based on the vendor's name or invoice types.
17. The system should have ability to exclude certain characters when extracting a PO number.
18. The system should have ability to set certain invoice fields using a default (i.e., invoice date)
19. The system should capture shipping cost in a separate line item.
20. The system should allow approver to override the default due date as needed.
21. The system should offer some flexible integration solutions during the fiscal year end.
22. Invoice approval:
 1. The system should auto complete 2 way matching of invoice and purchase order.
 2. The system should auto complete 3 way matching of invoice, purchase order and receiver.
 3. The system should have ability to trigger email notification to approver based on the invoice type, vendor types, the amount, or approval roles. The email should include a link to access the invoice image or an attachment with the invoice images.
 4. The system should allow to customized the email approval request templates based on the invoice types or approval roles.
 5. The system should generate email reminders if invoices do not get approval on a set interval.
 6. The system should allow batch invoice approval as required.
 7. The system should have the ability to auto capture a set of required information and initiate the correct approval flow.
 8. The system should allow users to adjust default discount terms as shown on the invoices.
 9. The system should allow approvers to filter invoices on the dashboard based on invoice types, discount codes, due dates, vendor name, approval roles, etc.
 10. The system should allow approvers to remove or add additional supporting document to the invoice images.
 11. The system should automatically identify data fields with a conflict.
 12. The system should include fuzzy PO matching identifying most-likely matching options.
 13. The system should include e-mail capabilities to send conflict invoices with personalized message.
 14. The system should allow users to send, receive, and store e-mail correspondence with associated invoice.
 15. The system should allow to block or unblock for manual data field modifications based on the approval roles.

16. The system should include rules to auto review and identify duplicate invoices.
17. The system should include risk scoring to support identification of potentially fraudulent invoices.
18. The system should allow automated approval routing associated with tiered logic.
19. The system should allow mobile review and approval of invoices.
20. The system should utilize master data to define tiered approval logic .
21. The system should utilize zero touch scenarios to drive invoices straight-through to payment execution.
22. Payment authorization-The system should allow users to approve recurring invoices in advance (i.e., monthly bills)
23. The system should set up approval routing based on a Bill To or Shipping To addresses.
24. The system should allow to add compliance rules and PO amount tolerance based on the invoice types.
25. The system should allow users to mark the invoice in dispute, on hold, rush, or special handling request, and add specific approval routing based on the pending status.
26. The system should allow to insert/populate additional fields based on the vendor types (i.e., non-US vendors), and/or payment method selection. (i.e., wire transfer payment request)
27. The system should incorporate a threshold that allows management to approve payment before disbursement.
28. The system should allow to set up approval routing based on the cost allocation as needed (i.e., PI approval based on the invoice types and fund code)
23. The system should have built-in controls to mitigate fraud. Such as Two-factor authentication and multi-tiered approvals for payments based on threshold rules.
24. The system should have the capability to track and reconcile payments.
25. The system should include auto-acceptance parameters for early payment discounts.
26. The system should include an approval dashboard with early payment discount tracking.
27. The system should include foreign currency capabilities.
28. The system should provide an audit trail for each invoice.
29. The system should allow to manage 1099 tax forms preparation as necessary.
30. The system should have the ability to import a feed of invoice data, such as paid invoice data, and automatically link to the associated invoice.
31. Dashboard and Analytics. The system should include comprehensive reporting capabilities. The desired metrics include:
 1. A summary dash board of invoices on each approval stage. Allow AP managers to manage prompt payment
 2. AP activity levels, including number of invoices approved by specific users.
 3. Number of new invoices received.
 4. Number of invoices in process.
 5. Number of invoices scheduled for payment.
 6. Number of invoices executed and reconciled.
 7. Actual cycle times through defined AP workflow stages.
 8. Aging profile visibility/report of invoices: ▪ Current/31-60/61-90/91+
 9. Spend profile per payment type.
 10. Spend profile by vendor.
 11. Payment term compliance.
 12. Early payment discount impact.
 13. Exception/error metrics.
 14. Number of invoices flagged with an error.
 15. Number of different types of errors.
 16. Invoice failure analysis.
 17. Invoice Prompt Payment statistic
 18. Allow users to schedule a report and sent it via email
32. The system should auto-populate analytics dashboards with real time reporting metrics from within the automation solution.
33. The system should allow the creation of personalized dashboards with user specified metrics.
34. The system should be able to export individual metric reports (CSV, HTML, JSON, or XML, etc.)
35. The system should possess the ability to analyze AP data easily and quickly.
36. The system should provide a vendor portal where vendors can access to retrieve the invoice status and payment information.
37. The system should allow users to advance search criteria using any invoice fields, including invoice number and check number created by the GMU system (i.e., Banner invoice number, check number, etc.)
38. The system should allow users to upload payment files using an excel file.

XII. COST OF SERVICES:

Provide pricing as specified in **section XIII.5.E**

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

1. GENERAL REQUIREMENTS:

Please include the following information in your proposal.

A. Implementation

- 1) Describe the methodology the Offeror will use to implement the proposed Accounts Payable (AP) Invoice Automation solution for Mason.
- 2) Describe the recommended approach for implementing the proposed solution. Mason is interested in beginning implementation activities in 2024, although some preparatory work might be needed. In your response, include:
 - a. Recommended implementation duration (number of months/years)
 - b. Recommended cutover date for procure-to-pay elements including automated invoice processing based on previous experience with other customers, preferably public sector / higher education institutes
 - c. Recommended deployment strategy, including staging/phasing of solution modules based on the proposers understanding of Mason's requirements
 - d. Please articulate the rationale as to why the deployment strategy is appropriate for Mason
- 3) Provide a clearly delineated implementation plan and schedule, with milestones and descriptions of each critical step for the implementation of the proposed solution(s).
- 4) Describe the implementation deliverables included in the Offeror's implementation methodology.
- 5) Describe the typical requirement for customer resources during similarly sized implementation processes, including recommended number of customer resources, customer roles & responsibilities, and expected time commitment by role.
- 6) What issues do you think our organization will face during the implementation? How can you mitigate those issues?
- 7) Please describe your approach to implementation project quality management. Summarize the criteria and metrics that you use to measure implementation quality and assess customer satisfaction. In addition, please describe any separate internal quality audits or reviews that are performed for projects of this size.
- 8) What are your procedures and philosophy for proactively escalating implementation concerns and risks to a project's sponsor?
- 9) Will a named technical lead be available during implementation and post-go live to resolve issues or are we required to interface with a Customer Success Manager?
- 10) Describe your technical support model
- 11) Describe the highest level of person in your organizational hierarchy that will meet with us in the event we have concerns with the product or implementation.
- 12) Describe the process for quickly identifying and solving technical issues that arise during implementation and post go-live support, while providing adequate guidance to minimize operational impact.

B. Workflow

- 1) Describe how the workflow solution is configured and administered and the skill set needed by staff performing these functions:
 - a. Describe how workflow is set-up in the system.
 - b. To what extent is custom programming required to set up workflow?
 - c. Does the proposed solution come delivered with standard workflows? If so, how many are delivered as standard?
 - d. How much flexibility does the client have in building workflows?
- 2) Describe how the workflow module maintains workflow history.
- 3) Describe how your workflow solution accommodate various event triggers including time-based, manual initiation, and conditional (i.e., value of some parameter).
- 4) Describe the interrelationship of the solution's business rules engine and workflow rules.
 - a. Describe how a user configures business rules that dictate workflow steps.
 - b. Describe the notification mechanisms used by the workflow engine.
 - c. How is email used in the workflow?
 - d. How does the solution ensure security standards are met?
 - e. Describe the required supporting infrastructure including email services.
- 5) Describe how your self-service is integrated with workflow to provide automatic and one-time reminders, routing,

approvals, and notifications. Also, describe the self-service audit trail, and proxy and delegation assignment.

C. Reporting

- 1) Provide a brief overview of your reporting tools and how they are integrated with your proposed Accounts Payable (AP) Invoice Automation solution for Mason.
 - a. Is the reporting solution part of the Accounts Payable (AP) Invoice Automation software or a 3rd party addition?
 - b. Are reports produced from the operational transaction system, or is a separate reporting environment required?
 - c. Describe any limitations creating online reports (e.g., formatting, fields, tables)
- 2) Describe your solution's report scheduling and distribution capabilities.
 - a. Describe any limitations on email, electronic media, or server distribution methods.
- 3) Does your system have point-in-time reporting capabilities? If so, please describe.
- 4) Describe your solution's ability to create workforce alerts (e.g., email reminders, reports, etc.).
- 5) Describe the ad-hoc report writer that is delivered with your software.
- 6) Provide sample of different reports that are available.

D. Customer Service/Support Proposal

- 1) Provide a comprehensive description of your solution and technical support organization and capabilities including methods of contact, number of customer contacts allowed and agreed response times after initial incident report and problem escalation.
- 2) Please provide a description of the formal procedure your company has for dealing with customer issues, including software/solution issues, service issues, and feature requests.
- 3) Describe your customer service-level agreement(s), including any differences in service level tiers (e.g., premium, gold, silver, standard, etc.).
 - a. What guaranteed callback response time do you provide as a part of your standard support?
- 4) Define your problem severity levels and include the target response times and restorable actions to customer issues by severity level.
- 5) What is the typical turnaround time (from report to solution availability) for mission-critical defects? For non-mission-critical defects? Provide examples.
- 6) Where is your primary support location and what are the hours of service?
 - a. Are any of your customer support personnel located offshore? If so, where are they located?
- 7) What is the problem escalation procedure available to a client such as Mason?
- 8) Describe how your company measures satisfaction with services provided and the metrics, which will be used to measure the quality of the products or services supplied to Mason. Include a sample metric.

E. Testing

- 1) Describe your services and approach relating to testing including QA and testing strategies.
- 2) Describe the testing approach you will use for your proposed Accounts Payable (AP) Invoice Automation solution to help ensure invoices are accurately processed and associated with the correct vendor
- 3) Describe the key roles and responsibilities associated with the testing implementation activity
- 4) Describe how many test environments will be established. How will the test environments be hosted?

F. Interface Development

- 1) Describe how your solution consumes real-time data from other systems, including data conversion and transfer.
- 2) Describe how your solution exposes system data in real-time to external applications.
- 3) Describe your standard interfaces to vendor products (e.g., to financial systems) and to external agencies (e.g., banks, state, federal agencies).
- 4) For those interfaces that must be custom developed, describe your role in developing these interfaces and the skill sets required by Mason staff to maintain the interfaces.
- 5) Describe the methods used for integrating with external data sources.
- 6) Describe your approach to testing carrier/provider information exchanges.
- 7) Explain how standard Accounts Payable (AP) Invoice Automation processes integrate within the components of the solution
- 8) Describe your experience working with Ellucian Banner
- 9) How many of your existing customers interface with Ellucian Banner?
- 10) Explain how your system will exchange data back and forth with Ellucian Banner
- 11) Based on your last 10 AP automation projects with PO based matching, what was average implementation time from contract signing to go-live?
- 12) Describe how you will receive our existing PO data, that includes POs change orders, PO in progress that have been partially

liquidated?

13) Describe the ability to review audit history.

G. Data Conversion and Integration

- 1) Describe your services and approach relating to data conversion and migration, including data clean-up, automated data conversion, and manual data set-up. Describe the minimum (mandatory) set of data that must be converted to accommodate the implementation of your solution.
- 2) Describe how you have worked with incumbent Accounts Payable (AP) Invoice Automation vendors on converting and migrating contract, vendor, and invoice information into your proposed solution.
- 3) What challenges were experienced and how were they overcome?
- 4) What best practice will you leverage for a smooth transition?
- 5) Describe how existing data and history is extracted and imported to your system at conversion.
- 6) Describe how you would use current information to create a test data set that could be used to validate processes and support system testing.
- 7) Does your methodology accommodate cleansing, redacting, or transforming data during the process? What processes do you recommend using to assess data quality and to conduct data clean-up prior to conversion?
- 8) How are issues with validation of historical data conversion handled?
- 9) Describe the key roles and responsibilities associated with the data conversion and migration implementation activity. What are your assumptions about Mason roles and responsibilities in this area?
- 10) How would you transfer data to Mason in the event of a termination of service?

H. System Maintenance/Upgrades

- 1) Describe your product's major releases and revisions schedule and approach for the past two years.
- 2) What are your practices for informing customers of new features and releases of your product?
- 3) Describe procedures and schedules for how releases and revisions are made available to your customers.
- 4) How do you distinguish between an upgrade release and the release of a new feature / product?
- 5) Describe your company's process for reviewing, approving, and prioritizing suggested changes and enhancements.
- 6) What is your retention record policy? (How long is data stored in the system)
- 7) Provide the most recent SOC1 Type 2 report completed by a qualified independent third party.

2. 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, THROUGH eVA, OR IN PERSON. Mason will only be accepting electronic proposal submissions via Bonfire for this Request For Proposals.

The following shall apply:

1. 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>.
2. 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.**
3. 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.

4. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>
5. 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.
6. All solicitation schedules are subject to change.
7. Go to Bonfire website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
8. The person who submits the proposal will also be the person receiving any notification/ messages from the procurement officer. Please make sure that this person is aware and diligent in responding to messages. Negotiations will take place in Bonfire and can only be sent to the person whom submits the proposal. It is the Offerors responsibility to be aware of any message and responses required.

3. PROPOSAL PRESENTATION:

1. 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.
2. 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.
3. 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.

4. 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.

4. 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.

5. 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.

- A. Procedural information:
 - 1. Return signed cover page and all addenda, if any, signed and completed as required.
 - 2. Return Attachment A - Small Business Subcontracting Plan.
 - 3. State your payment preference as required in Bonfire. (See section XVI.)
- B. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.
- C. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - 1. Background and brief history of your company.
 - 2. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - 3. 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.
- D. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - 1. Your approach to providing the services described herein.
 - 2. What, when and how services will be performed.
- E. Proposed Pricing:
 - 1. How is the proposed solution licensed?
 - 2. Describe all licensing models including additional licenses required for development and test environments
 - 3. List one-time implementation fees
 - 4. List annual fees for initial contract period and each subsequent renewal period
 - 5. Post implementation, list fee per hour for customization requests
 - 6. List all fees not accounted for above
- F. In your proposal response please address the following:
 - 1. Are you and/or your subcontractor currently involved in litigation with any party?
 - 2. 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.
 - 3. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - 4. 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:

Description of Criteria	Maximum Point Value
Specific plans or methodology to be used to provide the services	35
Quality of products/services offered and suitability for the intended purpose	20
Price Offered	20
Qualifications and experiences of offeror in providing the goods/services,	15
Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
Total Points Available:	100

B. AWARD:

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

XV. CONTRACT ADMINISTRATION:

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

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

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

☐ Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu. The 10-day payment period begins the first business day after receipt of proper invoice or receipt of goods, whichever occurs last. A paper check will be mailed on or before the 10th day.

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that 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 and Bonfire: 12/8/2023
- Vendors submit questions by: 1/5/2024 by 4:00 PM ET
- Post Question Responses: 1/19/2024 by 5:00 PM ET
- Proposals Due: 2/1/2024 @ 2:00 PM ET
- Proposals to Committee: 2/6/2024
- Review and Score Proposals: 2/23/2024
- Scores to Purchasing: 2/27/2024
- Demonstrations (if necessary): Week of 3/11/2024
- Negotiations/BAFO: Week of 3/18/2024
- ASRB Technical Review: 3/18/2024 – 5/31/2024
- Award: Week of 6/2/2024
- Contract Start Date: 7/1/2024

XIX. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS:

After conclusion of negotiations/Best and Final Offer (BAFO) but prior to award of a contract (and/or release of funding to procure your solution) your solution/system will be submitted to Mason's Architectural Standards Review Board (ASRB). The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The Offeror must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product. The contractor should be prepared to submit any of the following items including but not limited to;

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

- Additional documentation or items may be requested as needed during the review process.
- The contractor may be asked to answer ASRB questions verbally or in writing

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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement Subcontract #1

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

Subcontract #2

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

Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____



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

ATTACHMENT B

SAMPLE CONTRACT - GMU-SS1101-23

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

This Contract entered on this ____ day of _____, 2023 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** Three (3) years from Effective Date of contract 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.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions

of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

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

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

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

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

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

- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best’s rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess

its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

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

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

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

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

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

FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.

- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM

certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

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

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

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration,

and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

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

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

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

RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

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

Contractor Name

Signature

Name: _____

Title: _____

Date: _____

George Mason University

Signature

Name: _____

Title: _____

Date: _____

DATA SECURITY ADDENDUM

for inclusion in GMU-SS1101-23 with George Mason University (the “University”)

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

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

1. Definitions

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

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

2. Data Security

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

compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; 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, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

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

6. Audits

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

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

Selected Firm/Vendor

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RFP Response for George Mason University

Accounts Payable & Vendor Portal Automation – TranscendAP

1 Company Overview

Optima Global Solutions, Inc. is a Certified Small Business Enterprise and a Minority Business Enterprise (MBE) founded in 2001 and headquartered in Lawrenceville, New Jersey. We strive to be a quality “one stop center” for all the Financial Process Automation needs of our customers and prospects, which include private sector companies as well as the Federal and State Government agencies.

Optima builds and optimizes Automation Solutions software products that combine dynamic cognitive data capture with business process management best practices to streamline your business operations and increase your bottom line. These products include accounts payable processing, vendor portal, sales order processing, and packing slip receipt processing.

- Celebrating over 23 successful years in business
- Areas of focus
 - Financial Process Automation Solutions
 - IT Consulting and Professional Services
- Financial Automation solutions:
 - TranscendAP – Accounts Payable Automation
 - TranscendVP – Vendor Portal
 - TranscendSO – Sales Order Processing
 - TranscendPS – Packing Slip Receipt Processing

TranscendAP - Automation Software Overview

Optima Global Solutions is a certified development and implementation partner on the Tungsten TotalAgility© (formerly Kofax) platform, which combines multichannel capture, dynamic machine learning, process orchestration management, information integration, customer communications, mobility, electronic signature, robotic process automation (RPA), process intelligence and analytics in a single, scalable solution.

Our solutions eliminate manual data entry inconsistencies and backlogs while adding controls to ensure compliance and analytics to measure success. This results in increased efficiency, lower operating costs, fewer processing errors, greater employee productivity, and improved reliability and accuracy for their stakeholders, customers, employees, vendors, and business partners.

Optima Global Solutions Intelligent Automation Solutions and Services continue to result in fast, flexible delivery of more reliable, more efficient business processes, and improvements to your bottom line. We provide automation solutions for many key business processes, including:

TranscendAP - accounts payable automation including intelligent capture, approval and exception workflows, and real time integration to any ERP. The solution is distinct in its low implementation and deployment costs.

TranscendVP - vendor portal integrated with TranscendAP and other applications. Supports vendor self-service including collaboration, invoice submission, and invoice payment status.

TranscendSO - intelligently captures, extracts, and verifies data from purchase orders in different formats (email, Excel, fax, EDI, XML). Provides automated user notifications of exceptions and conversion of approved orders to sales orders.

TranscendPS - provides intelligent processing for ingesting, extracting, validating, approval, and ERP posting of packing slip receipt data.

2 TranscendAP – AP Automation Platform

Built on Tungsten's TotalAgility™ the market leading intelligent process automation platform, Optima Global TranscendAP streamlines the procure to pay lifecycle through automatically capturing and intelligently processing accounts payable invoices. TranscendAP is designed and built to address 85-90% of the basic needs of most AP departments. Its' configurable architecture enables TranscendAP to meet 100% of the unique requirements of your AP department. We are 100% confident that TranscendAP exceeds the scope of work outlined in this RFP.

The proposed solution is a SaaS Based Delivery model utilizing TranscendAP Cloud Services, fully supported and maintained by Optima Global Solutions. TranscendAP provides comprehensive, machine-learning capture of invoice data from any source enabling end-to-end process automation and orchestration. Regardless, if your suppliers deliver invoices via mail, fax, email, web portal, or EDI, documents are captured, data extracted and validated automatically. TranscendAP identifies the supplier through real-time, bi-directional integration with Ellucian Banner (APIs). Header information like Invoice Date and Invoice Number are accurately read from anywhere on the page. Line-item data is extracted and can be matched to corresponding Purchase Order Receipts. Amounts are also captured including shipping, tax, and discounts.

Gerooge W Mason University has invested heavily in your ERP system, specifically Ellucian Banner. However, realizing the power of ERP systems is limited by the speed and accuracy with which data is entered, edited and posted. TranscendAP intelligently captures and ingests data quickly and accurately leveraging detailed information contained within Ellucian Banner to validate supplier data and ensure quality. Optima Global Solutions can effectively connect to Ellucian Banner by utilizing available Application Program Interfaces (APIs) and/or Web Services. Tight validation standards ensure only

verified data is posted for payment processing all but eliminating the need to process exceptions once posted to either ERP.

TranscendAP comprehensive 2-way and 3-way matching. Provides fully automated matching of individual line-items on invoices to those in the PO receipt data contained in Ellucian Banner. The solution systematically identifies each item by part number, quantity, unit price, and total price. The Verification Work Queue clearly indicates which items have partial receipts, no receipts or full receipts allowing users to focus on exceptions and prioritize processing.

Financial Executives list visibility into cash flow among their top priorities. The reports and dashboards available through TranscendAP offer the desired insight necessary to make informed business decisions, drive process improvement, respond effectively to audits, and ensure compliance. End-to-End Analytics provide complete visibility from capture to payment. TranscendAP analytics provide valuable insights into key areas such as overdue payables, leveraging savings from available discounts, and the effectiveness of AP staff.

Optima Global Solutions is happy to schedule a live demo of our TranscendAP and Vendor Portal to assist with the evaluation process.

Beyond the Back-Office

Businesses receive more data from more sources than ever, but incomplete and inaccurate data, fragmented systems, and posting delays make it difficult to manage. **TranscendAP** connects businesses with their systems, processes, and suppliers for greater control over operations, cash, spending and risks.

Empower your Team

TranscendAP frees your employees from manual, repetitive tasks, allowing them to focus on higher-value duties like data analysis, supplier management, and vendor master data cleanup. TranscendAP electronically captures and validates header, amount and line-item data from invoices. It matches invoices with purchase orders and receipts and digitally routes invoices that require approval or exceptions handling. And transcend instantly puts archived data and documents at your fingertips.

Optimize your Cash

The automated warnings and escalations provided by TranscendAP help you avoid late payment penalties and maximize early pay savings. Access any invoices that are approaching their early pay discount date in real time. Look for ways to extend DPO by looking at supplier payment periods. Provide accruals reports, discount offers, and other insights to CFOs and key decision-makers.

Gain control over AP Spend

TranscendAP's real-time integration with your existing systems helps you stay ahead of spending. Automated supplier validation, two-way and three-way matching and fiscal checking reduces out-of-budget spending. Line-item capture identifies billing variances. Balancing and validation of general ledger postings against your ERP's chart of accounts ensures that purchases are allocated correctly. And analytics serve up insights such as spend by business unit and spend and exceptions by supplier.

Strengthen your Supplier Relationships

TranscendAP helps you become a customer that suppliers want to do business with. Our intuitive online portal empowers suppliers to effortlessly submit invoices, view the status of submitted invoices, instantly access the history of previously submitted invoices, and update their vendor profile. Suppliers also can add or revise invoice data online without having to resubmit an invoice.

Mitigate potential risks

TranscendAP mitigates the risks that chip away at profitability. Detailed audit trails, job history reports and annotated comments provide you with the full picture of a transaction's lifecycle. Duplicate item detection eliminates costly payment errors. Vendor matching helps identify suspicious transactions, and an accountant status screen provides a final review before payment.

2.1 Features

We believe our platform meets or exceeds all of the George W Mason University's requirements outlined in RFP:

- Captures invoices from scan, email, or folders
- Automatically extracts and validates invoice in real-time against your ERP
- Comprehensive machine learning delivers efficient throughput, enabling touchless invoice processing
- Easily identifies duplicate invoices with an automated exceptions and buyer resolution process
- Supports flexible GL coding automation and posting
- Provides automated two-way and three-way matching of line items on invoices, POs, and PO receipts
- Supports multiple PO line-item matching within a single invoice
- Electronically enables routing and approval of invoices via web or mobile devices

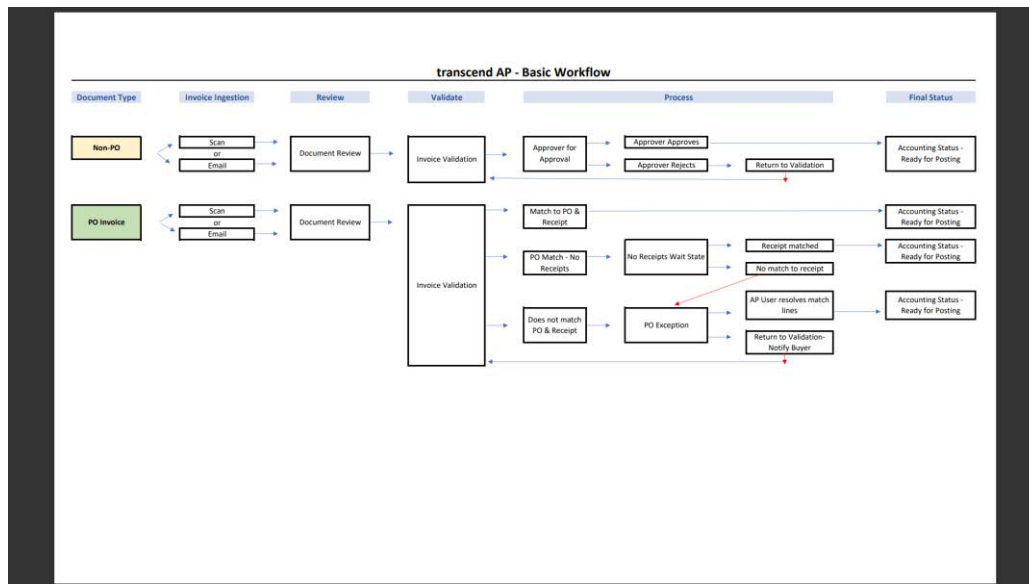
- Assures timely task completion with escalations and notifications
- Automated exceptions processing tailored to customer's requirements
- Automated assisted check creation and vouchering
- Ensures compliance through a detailed audit trail including user comments
- Supports searching and retrieval of invoices either in-flight or posted to the ERP
- Provides visibility into performance through advanced analytic dashboards
- E-mail approval with no user login required
- Integrates with existing tax services
- Supports multiple currencies and languages
- Comprehensive analytics reports and dashboards (18 reports included)
- Implements supplier driven rules for GL approval and distribution
- Enforces data integrity prior to posting to Ellucian Banner for payment processing

2.2 Business Benefits

- Faster deployment, configured to your needs
- Increased processing speed
- Improved internal controls to meet compliance requirements
- Reduced processing costs, errors, and improved data quality
- Real time integration with Ellucian Banner and other systems when required
- Reduced fraud: duplicate checking and segregation of duty
- Optimized cash management
- Real time visibility into process status and performance
- Support for multiple business units and ERPs
- Ability to leverage Tungsten TotalAgility platform for additional business processes



2.3 Key Differentiators

- Sophisticated Cognitive Capture for optimal accuracy including; recognition, extraction, dynamic machine learning and classification. Process Driven (no code); best practice, out of the box workflows typically address 85-90% of customer requirements, easily extensible to meet 100% of all customer requirements and easily scale to match customer growth.
- Implementation timeline. TranscendAP typically requires no more than 3 months of implementation, testing and training necessary to achieve “go-live” production. Our highly collaborative implementation process quickly achieves a successful production cutover and a 100% match on customer’s requirements.
- Ease of use – TranscendAP has a friendly and intuitive User Interface that follows the process workflow outlined in the process flow diagram outlined below.
- Straight Through Processing – TranscendAP utilizes machine learning and other elements of AI that enable true touchless processing in a short period of time.
- SaaS based (hosted) or on-premise delivery models are offered on 36-month term subscriptions.
- Comprehensive workflow capabilities



What Makes transcendAP Unique

- Intelligent Capture with Machine Learning
- Guaranteed Straight Through Processing
- Advanced PO and non-PO Invoice Management
- Duplicate and Fraud Detection
- Comprehensive Workflow Capabilities
- Real-time Integration Expertise with ERP
- Cloud and On-Premise Solutions
- Consultative Solution Approach
- High Agility Implementation Methodology

3 TranscendVP – Self Serve Vendor Portal

Built on Tungsten TotalAgility™ (formerly Kofax) the market leading intelligent process automation platform, Optima Global TranscendVP is a web-based vendor portal solution that provides a secure online environment to collaborate with vendors. The portal is ideal for providing better service, more efficiently and for less operating cost. Most importantly, vendors have access to the portal 24x7 via secure login. The Vendor Portal feature set is included in TranscendAP .

Facilitate Vendor Self-Service

Allows vendors to submit invoices, view status, history and payment details from a central, web-based portal. TranscendVP enables self-serve application entry and entry of source documents required during new vendor on-boarding, including automated approvals.

Show Real-Time Payment and Invoice History

Enables vendors to view invoice payment information, eliminating the need to call the AP department.

Reduce Invoice Mismatches

For PO-based invoices, reduces line-item mismatches by directly communicating with vendors.

Reduce AP Staff Demands

Deliver real-time information on most invoice payments and disputes, enabling AP to reduce time-consuming business correspondence and focus on more important projects.

Add Relevant Notes and Documentation to Invoices

Provides vendors with the capability to directly add any relevant documents to an existing invoice that may help expedite the payment process.

3.1 Features

- Integrated with TranscendAP out of the box
- Submit invoices directly into the portal
- Visualize the status and approval progress for each vendor invoice
- Attach any relevant documents to submitted invoices to expedite payment
- Search status of invoice(s) by entering various parameters
- View status of the payment information for each invoice
- Enable vendors to manage their profile directly from the portal
- Advanced automation PO flip feature

3.2 Business Benefits

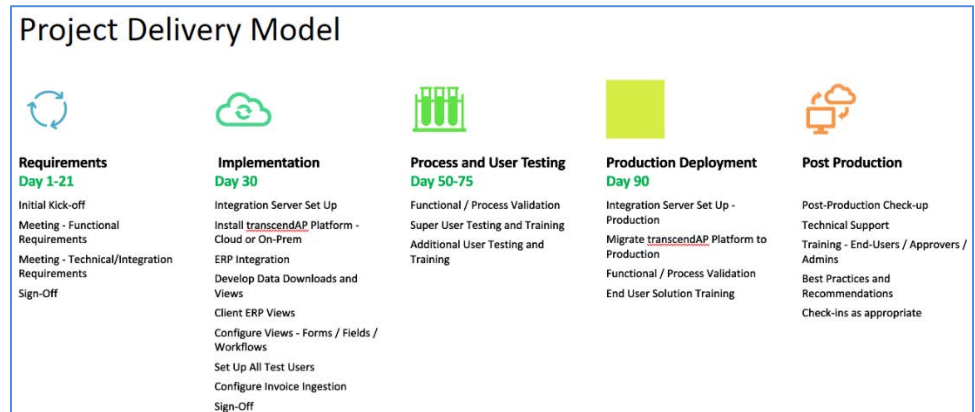
- Deliver a comprehensive vendor AP experience
- Reduce AP staff demands
- Enable AP staff to focus on more high-value business projects and tasks
- Provide better communication channels for vendors by allowing them to provide supporting documents
- Extend the functionality of existing ERP systems

- Leverage Tungsten Intelligent Automation Platform “Total Agility” to automate any business-critical process

Implementation

Implementation of TranscendAP is highly collaborative and typically completed within 3 months from initial kick-off meeting.

Optima will assign a dedicated project team consisting of the following full-time employees; Lead Architect/Designer, Project Leader/Training & Support Liaison, and at least 3 experienced implementation engineers each with minimally 6 years of experience working with the TranscendAP and



Vendor Portal products. Once assigned this team will be assigned to the George W Mason University project though implementation and maintain oversight and availability during first 3 months of production. Optima maintains the highest standards of quality during both implementation, subsequent on-going support, and as such, we do not use any subcontractors, only full-time employees.

The above outlines and addresses many of the items documented in the RFP. TranscendAP’s approach is based on many years of experience implementing and enabling effective AP Automation adoption and culture. Optima assigns an experienced customer success manager with a proven accounting background, proven AP automation implementation, capable of effectively working with and training your staff. We believe this domain expertise solidifies our overall approach and reduces or eliminates many of the issues experienced during automation of a manual process.

The customer success manager is responsible for project management and quality, during implementation and the first 3 months of post go-live. Weekly meetings will be conducted to review status, problems and anything requiring further discussion. The weekly status reporting structure will be outlined and presented during project kickoff. Any customer specific reporting tools and quality process will be discussed and if appropriate, included in our process during the kickoff meetings.

Optima Standard Support commitment is offered during normal business hours and includes assistance with configuration, installation, usage, performance and issue diagnosis. In addition, if a defect has been identified, Optima will provide defect fixes in a timely and expeditious manner. Any defect that is deemed critical to the customers’ business, Optima will ensure that the defect is given the highest priority.

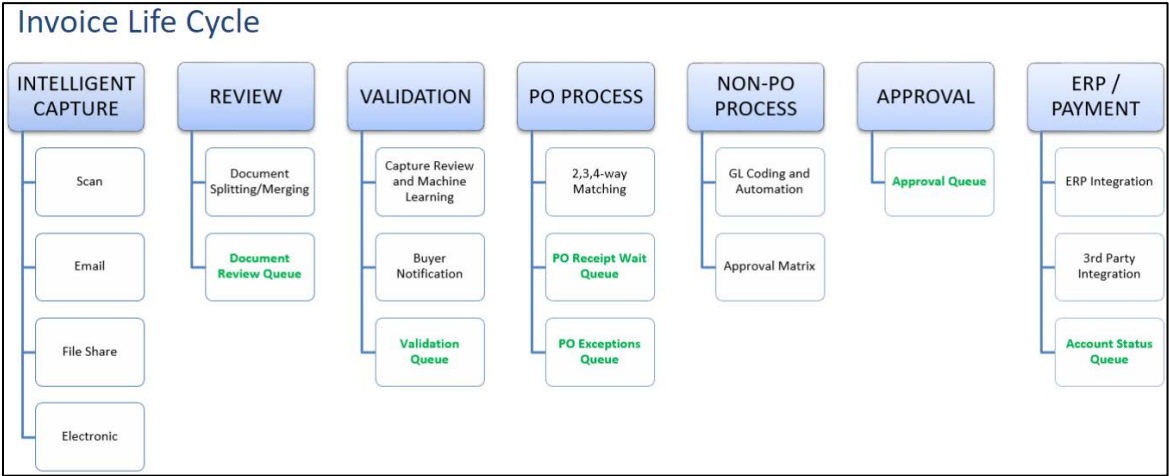
Detailed SLAs will be presented and vetted during the contract negotiation. Optima typically designs SLAs based on customer input and collaboration.

Please reference Appendix A for sample project plan and Appendix B for resource requirements.

4 Workflow

Implementation of TranscendAP’s workflow and business rules are fully configurable (process based, no custom code) to the needs of the customer. Automated email alerts, role-based approvals, automated exceptions handling are tailored to match 100% of “how” you want to process your invoices.

The workflow will be established and tested during implementation. All activities are time-stamped with user-id and available for audit-log review. Security is based on customers active directory (AD), role-based templates configured during implementation and supports SSO to eliminate multiple log-ins. See diagrams outlining the invoice workflow and invoice life cycle.





5 Reporting

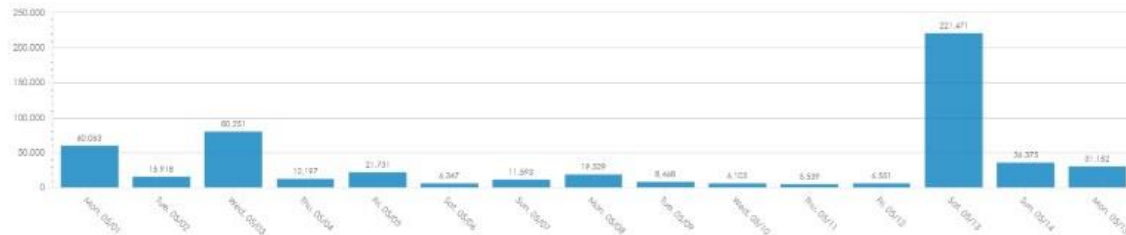
TranscendAP includes out of the box analytics reports & dashboards capturing overall/individual performance, categorized volumes, error rates and posted to ERP.

Standard reports are also provided such as Accruals and Straight Through Processing. Furthermore, 2 additional custom reports are offered during implementation then 2 reports annually for 3 years. Reporting can be scheduled or performed in real-time.

transcendAP – Additional Dashboards

05/01/2017 – 05/15/2017

Invoices Coming Due



Invoices Coming Due Record (Sorted by Supplier ID, Invoice Due Date)

Business Unit	Supplier ID	Supplier Name	Total Amount	Invoice No	Invoice Date	Invoice Due Date
Boy Hill Cat Hospital	45EASCHGR	4 Seasons Air Conditioning & Heating	72.00	1281	05/01/2017	05/01/2017
Auburn Animal Hospital	A1EXTERM	A-1 Exterminators	60.00	040617 AUBU	04/06/2017	05/04/2017
Brentwood Veterinary Clinic	ABCCORP	American Buidlen Construction Corp.	155.00	4340	05/01/2017	05/01/2017
Bumstone Animal Hospital	ACCUSERV	ACCUTEL ANSWERING SERVICE	232.00	21980501/2017	05/01/2017	05/01/2017
Paw Prints Animal Hospital	ACCFIRE	ACCFIRE PROTECTION	43.00	83902	04/23/2017	05/03/2017
High Peaks	ACBHARD	Cookley High Peaks Ace Hardware	98.00	08738	05/02/2017	05/02/2017
High Peaks	ACBHARD	Cookley High Peaks Ace Hardware	23.00	08749	05/02/2017	05/02/2017

Export to Excel [Filter Active](#) [Reset](#) Total Records: 963

Kofax OOTB Reports

Labor Operator Time

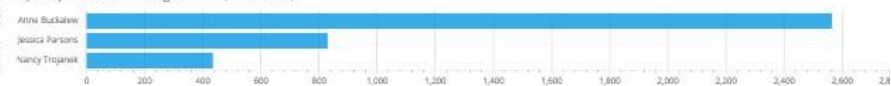
Time Spent by User

Operator	Time Spent (minutes)
Andrew Banner	27
Annie Buckalew	2,567
Jessica Parsons	830
Laura Post	49
Nancy Trojanek	437
Pat Campbell	134
Zolboo Enkimbold	1

Top 3 Operators with Shortest Time (in minutes)



Top 3 Operators with Longest Time (in minutes)



Time Spent by Activity

Activity Type	Time Spent (minutes)
Classification	28
Document Review	552
Extraction	109
Image Processing	37
PDF Generation	60
Scan	4
Validation	3,479

Last 10 Days



6 Support

Company will employ commercially reasonable efforts to respond to and resolve all issues in a timely manner, however issues impacting Customer's production systems take priority and are classified by Severity Level in accordance with the following:

Severity Level	Definition	Target Response Time	Target Service Level
Cloud Incident ("Outage")	Company's cloud service is unavailable and/or inaccessible for all Users.	1 Hour (24/7/365)	(24/7/365) triage with hourly status updates; continuous effort to restore the Subscription Services.
1 – High	Defect that causes a loss of functionality preventing critical business work from being done; or causes a significant number of Authorized Users to become unable to access and/or use critical components of the Subscription Services. No known workaround exists.	1 Business Hour	Triage within 4 Business Hours with daily status updates (M-F). Continuous effort during Business Hours to remedy the Defect or provide a workaround. Develop mutually agreed upon schedule once issue root cause has been identified.
2 – Medium	Defect that causes a loss of functionality preventing some business work from being done; or causes a number of Authorized Users to become unable to access and/or use critical components of the Subscription Services. Known workaround exists.	4 Business Hours	Triage within 1 Business Day with regular status updates; Company shall use reasonable efforts during Business Hours to remedy the Defect as rapidly as practical once reproduced. Develop mutually agreed upon schedule once issue root cause has been identified.

3 – Low	<p>All other Defects that cause some business inconvenience.</p> <p>Defects cause a loss of functionality that creates inconvenience; or non-immediate service is to be provided.</p> <p>Known Workaround exists.</p>	1 Business Day	<p>Triage within 5 Business Days.</p> <p>Company shall use reasonable efforts during Business Hours to remedy the Defect as rapidly as practical once reproduced.</p> <p>Develop mutually agreed upon schedule once issue root cause has been identified.</p>
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6.1 Support Services Scope & availability

Support Services shall include:

- Generally available bug fixes, minor and major releases and functional enhancements to the Subscription Services
- Guidance regarding proper use of the Application.
- Defect diagnosis and verification, reporting, tracking and restoration of the Subscription Services (which may include the imposition of a workaround).
- Assistance with configuration, installation, usage, performance (excluding Professional Services).
- Providing Defect fixes in a timely and expeditious manner. Any defect that is deemed “1 - High,” Optima will ensure that the defect is given the highest priority.
- Regular notifications and updates regarding incidents.

Support Services Availability. Unless otherwise agreed upon in writing, Support Services shall be available:

- Service Outage: 24/7/365 via phone and email.
- Severity 1/2/3/4: During Business Hours via phone and email, unless otherwise agreed by the parties in writing.

6.2 Testing

Unit testing will occur as configuration and tailoring to GMU’s requirements is underway. A test plan will be presented and reviewed with GMU personnel. User acceptance testing (UAT) will be executed by GMU personnel, occurring as specific pieces of the system are ready for testing. Optima’s project manager will coordinate, assist and facilitate this process.

Formal defect reporting will be utilized during this process, collaboratively managed by Optima and GMU. There is one test environment assessable on the system. If GMU has adopted a specific testing process, Optima will consider and use the GMU process accordingly.

7 Interface Development

TranscendAP will utilize Ellucian Banner Ethos API module (supplied by Banner and GMU) or other appropriate mechanisms for file exchanges and database integration.

GMU personnel will be needed to help integrate and enable access to the Ethos APIs.

For TranscendAP to integrate with Ellucian Banner ERP in a real-time mode, access to data and posting of data **takes two forms**:

1. Access the following data from Ellucian ERP via RESTful API in a read only mode:
 - a. Vendor data
 - b. Chart of Accounts Data
 - c. Purchase Order
 - i. Purchase Order Header
 - ii. Purchase Order Line Items
 - iii. Purchase Order Receipts
2. When an Invoice is fully validated in TranscendAP (Non-PO and Purchase Order), the posting of Invoice Header, Invoice Line Items, General Ledger Distributions, and matched Purchase Order Receipts will be posted to Ellucian ERP via RESTful API.
3. Optima Global Solutions will require access to the **Finance Data Model** of the Ellucian Data model.
4. Specifically, Optima will require access to the following functional areas of the finance data model:

Functional Data Model	Description
Vendors	Listing of vendors that St Louis Community does business with. The vendor will be used to auto match a vendor when an Invoice is ingested.
Chart of Accounts	Chart of Accounts that will be used to perform G/L Coding.
GL Transactions	General Ledger codes entered in TranscendAP and then posted to Ellucian Banner ERP.
Invoice Header	The Invoice Header information extracted from an Invoice and posted to Ellucian Banner ERP.
Invoice Line Items	Line-Item description will be associated to each G/L Code for each G/L Transaction.
Purchase Order Header	When a PO Invoice is ingested, TranscendAP will extract the PO Number from the Invoice and then validate it against Ellucian PO Header data model that it is a valid PO and that it is an Open PO.

Purchase Order Line Items	After a valid PO is found against Ellucian PO Header Data model, TranscendAP will display all the related PO Line Items in TranscendAP.
Purchase Order Receipts	After a valid PO is found against Ellucian PO Header Data model, TranscendAP will display all the related PO Receipts in TranscendAP.

More detailed discussions and review regarding Ellucian Banner Integration can occur once Optima has been selected as one of the finalists in the evaluation process.

8 Data Conversion & Integration

Our platform provides real-time integration with Ellucian Banner for items such as Vendor Information, PO Information (headers, line items and receipts), Chart of Accounts, Fiscal Periods and more. As such, there is no need to migrate or convert any of this data into our platform. When changes occur in your ERP – they are picked up automatically and reflected in the overall solution.

Data clean-up of the vendor master in Ellucian is the responsibility of GMU. Although happy to assist with best practice approach and methodology. If additional data conversion steps are required, we are happy to review the requirements and build an automated process to accommodate this.

8.1 Data Ownership

GMU is the sole owner of any data retained in TranscendAP. Data transfer required if a termination were to occur is part of Optima's SaaS agreement and will be reviewed and determined with GMU once an intent for an award occurs.

9 System Maintenance & Upgrades

TranscendAP has 2-3 upgrades to the software annually.

This will be done in coordination with GMU management to minimize any disruption of business. Break/fix will occur on an as-needed basis, based on the severity of the problem (please reference SLAs in the support section). Any release upgrade is tested and reviewed before moving to production. This is a collaborative process with GMU personnel and management.

10 Record Retention

Record retention is based on GMU's policy and procedure for data retention and archiving. TranscendAP will comply with GMU's requirements. Current SOC I & II reports will be available once TranscendAP is determined to be one of the finalists in the evaluation process (presentation and demonstration).

11 Customer References

Optima is happy to provide up to three current references, if TranscendAP is selected as a finalist in this evaluation process.

12 Pricing

Pricing is for a 3-year (36 month), subscription term. The subscription fee will be invoiced annually at the start of the contract. Subscription license includes use of the software, post go-live hyper-support, on-going support & maintenance.

If GMU chooses to extend the subscription, a new 3-year term price will be negotiated and agreed upon. Implementation & integration services is a one-time fee invoiced beginning at contract signature as follows: 50% due & remaining 50% due 3-months from contract execution.

The 3-year, 36-month subscription price is based on up to 12 concurrent full-time AP processors, up to 100 approvers per day and an annual maximum of 50,000 invoices (average of 2 pages per invoice). The required users and volume can be adjusted to reflect any change in requirements before the actual award and contract.

Pricing as follows:

Year 1 subscription	\$59,000
Year 2 subscription	\$59,000
Year 3 subscription	\$59,000

One time services fee \$30,000

Additional users: \$1,333 per year for each additional concurrent full-time user added to the remaining subscription term.

Additional volume: \$1,667.00 per year for each block of 10,000 invoice volume added to the remaining subscription term.

If any custom services are required, we will issue a change request outlining the scope of the work. If agreed, this work will be performed at a rate of \$900 per half day.

13 Additional Information

Optima does not use subcontractors. Our engineering and customer support teams are comprised of fully benefited, salaried employees with current TranscendAP certifications.

Optima is not involved with any current litigation. We have not been involved with any litigation or legal action in the last 3 years. In the last 10 years we have not changed the name of the company.

14 Supporting Documentation

Beginning with Appendix A, the following documents are included in support of Optima Global Solutions and their TranscendAP product. These documents are intended to supplement and enrich the previous content.

Appendix A – Project Plan

Appendix B – GMU Human Capital Needs

Appendix C – MBE Certification

Appendix D – Buyer Notification and PO Invoice Exceptions Processing

Appendix E – Duplicate Invoice Detection

Appendix A – Sample Project Plan & Resource Requirements

transcendAP Project Delivery outline

Prepared by Optima Global Solutions

Task Description	Resource	Est Days
Requirements Meeting - Initial (On-Site)	Optima / Client	2
Understand out of the box solution functionality		
Validation requirements on Invoice/PO Invoice		
Discuss new requirements		
Discuss ERP integration requirements		
Discuss Server requirements		
Identify all stake holders and project lead for customer		
Identify all users who will be using the system (with credentials)		
Define initial timelines and milestones for solution delivery		
New Requirements outline (if any)	Optima	1
Outline new requirements timeline and get agreements		
Requirements Meeting - 2nd (On-site or Offsite as necessary)	Optima / Client	1
Recap of 1st meeting minutes of meeting		
Ensure 1st meeting minutes notes are accurate		
Project Plan defined for Install/Configure/Customize/Test/Go Live dates		
Get sign-off on Project Plan / change as necessary		
Status Reporting		
Installation of Kofax Software (Development and Production Servers)		2
Setup Windows server roles and security	Optima	
Setup SQL Server roles and security	Optima	
Install and setup TotalAgility	Optima	
Setup connectivity for users	Optima	
Configure email and SMTP connectivity	Optima / Client IT	
Configure folder connectivity	Optima	
Test all software environment	Optima	

Status Reporting	Optima	
Installation of transcendAP Solution	Optima	2
Install transcendAP		
Configure email Invoice Ingestion		
Configure folder Invoice Ingestion		
Define all users who will be using the system		
Test out Invoice Ingestion		
Scan / Validate / Verify / Approval process all the way through		
Status Reporting		
ERP Integration		5
Configure ERP Integration points		
Develop new SQL view for		
Vendor Lookup, General Ledger Accounts, PO Lineitems, PO Receipts	Client IT	
Define to allow for inserting of Invoice Header, Lineitems and GL Distributions	Client IT	
Configure Vendor lookup and matching	Client IT	
Configure General Ledger Accounts Lookup	Client IT	
Configure PO Lineitems and PO Receipts Lookup	Client IT	
Configure creation of Invoice Header, Invoice Lineitems, GL Distributions to ERP tables	Client IT	
Test to ensure all ERP integration points works		
Scan / Validate / Verify / Approval / Post to ERP	Client IT	
Status Reporting		
Development of new requirements (if required by customer)	Client IT	Open
Develop new requirements (scope and timeline to be defined at time of project)		
Retest -- Scan / Validate / Verify / Approval / Post to ERP		
Status Reporting		
Train High Volume vendor Invoices	Optima	Based on volum
Train High Volume vendor Invoices for high straight through processing		
Solution Testing	Optima / Client	5

Joint testing of Invoice Injection and processing with Optima and select client users		
Perform fixes as necessary		
Get user acceptance		
Status Reporting		
Solution Training	Optima / Client	2
Train entire Client AP Staff		
Project Handoff/Closure	Optima	3
Provide Client with all project related documentation		
Present project closure report to Client for review and approval		
Provide the project requirements checklist showing that all project tasks have been completed		
Status Reporting		
Estimated days for project implementation		23

Appendix B – Human Capital, Customer

Human Capital Needs for AP Implementation

	When needed	Approx Days needed	Approx Hours needed
Project Executive Sponsor Executive level resource within your organization that championed the AvidXchange automation project	Start of Project and whenever there are questions and/or issues	5 days / Approx	40 hours
AP/Finance Decision Maker AP Lead/Manager/Controller, is responsible for making decisions surrounding workflow requirements and internal controls.	Start of Project, Testing Phase, User acceptance testing	5 days / Approx	40 hours
AP/Finance Process Expert Member of the finance or accounting team, is someone that has a broad knowledge of the AP process within your organization.	Start of Project, Testing, User acceptance testing	5 days / Approx	40 hours
ERP Database Export / DBA ERP Database expert has admin rights to your accounting system, and is your internal expert on getting data in and out of your accounting system. In some cases, this resource may be an external consultant provided by the client.	ERP Integration Phase	7 days / Approx	56 hours
AP Staff - Training All the AP Staff that will be using the system	Solution Testing and Training Phase	5 days / Approx	40 hours

NOTE: Out of the box implementation timeline average is 3 months.
Human capital needs will vary according to focus levels

Appendix C – MBE Certification



Appendix D – Buyer Notification & PO Exceptions Processing

Below are examples of impactful capabilities around Buyer Notification and rules for PO Exception processing.

Notification to Buyer

transcendAP
Accounts Payable Solution

AP Solution • Maintenance • Administration • Capture Analytics

Andrew Barner (0055985 Kile) | Logout

No Receipts Wait State

Invoice Line Items | GL Posting | Toggle PDF or View PDF

Request Cancelled | Return to | Return to Accounts Payable | Cancel

Enter Comments

Created by: MURAKAMI, TRACIE | Date Created: 3/4/2021 9:38:3... | Type: Buyer Notification | Comments: Invoice Amount over Received

Supplier and Invoice Info

Business Unit: Taiwan Operating Unit: 129 | Invoice Number: ZB14488262 (UAT-M2)

Vendor Number: TW32478629 | Invoice Date: 4/21/2020

Vendor Name: CANON MARKETING (TAIWAN) CO LTD | Tax Amount: 0.00

Address 1: 29F, RD. 100, 36L2 | Shipping: 0.00

Address 2: Roosevelt Rd. | Sub-Total: 2349.00

Address 3: | Total Amount: 234.00

City / State / Zip: TAIPEI 100 | PO Number: 7409002843

Currency: TWD | PO Status: APPROVED

Invoice Line Items

PO Line Item	Part No.	Description	Unit Measure	Quantity	Quantity Recd.	Unit Price	Total Price
0		test for freight	30			1.0000	25.00
0		test for misc	4			1.0000	4.00
1		Canon Marketing (Taiwan) Co LTD - Lease & Equip	200			1.0000	200.00

PO Line Items

Line	Part No.	Description	UOM	Qty Ord.	Qty Remain.	Unit Price	Total Price
1		Canon Marketing (Taiwan) Co LTD - Lease & Equip	Each	75000	98331.00	1.0000	98331.00

TAIWAN AP INVOICE DELIVERY NOTE

AP-Serial No: TD2004-26 | SCPE: 740

CYDER: MURAKAMI, TRACIE | Invoice Date: 21-Apr-20

PO No. (ERP Only): 7409002843 | Invoice No.: ZB14488262

Special Currency: | Exchange Rate: |

YAT: 28415402 | LOC_TPE: NT\$68 | charge period from 2020.03.20 ~ 2020.04.20

52811590 | LOC_TCG: |

76413608 | LOC_KHG: |

NONE or FREE |

Net Number: NTS1,369 | Unusual Vendor No: TW 12476629 (台灣佳能)

Total AP Number: NTS1,437 | Total Pages: |

Canon
Delighting You Always

台灣佳能資訊股份有限公司
電子計算機統一發票

發票號碼: ZB14488262 | 中華民國109年4月21日

發票人: 台灣佳能資訊股份有限公司台灣分公司 | 0209

統一編號: 20945402 | 營業地址: 台北市民生東路三段156號15樓26

檢查號碼: 30150683

項目	數量	單位	金額
TG新申收入	504	UNIT PRICE	157
TG新申收入	404	UNIT PRICE	1,212

* 本發票和貨品若有不符

PO Exception Routing

PO Two-Way and Three-Way matching process	Routing Message	Route to Activity
When the Invoice Amount and Receipts fully matches the PO Amount	Full Receipts	Approval
When the Invoice Amount is greater than the remaining PO Amount	Invoice Amount over PO Total	PO Exception
When the Invoice Amount matches with the Receipts amount and PO Remaining amount and one or more-line items do not match	Full Receipts - Requires Matching	PO Exception
When the Invoice Amount matches with the Receipts amount but less than the PO Remaining amount and all line items matches	Partial Receipts - Requires No Matching	Approval
When the Invoice Amount matches with the Receipts amount but less than the PO Remaining amount and one or more-line items do not match	Partial Receipts - Requires Matching	PO Exception
When the Receipts Amount is greater than the Invoice amount but less than or equal to PO Remaining amount and all line items matches	Over Received - Requires No Matching	Approval
When the Receipts Amount is greater than the Invoice amount but less than or equal to PO Remaining amount and one or more-line items do not match	Over Received - Requires Matching	PO Exception
When Invoice Amount is greater than the Receipts amount	Invoice Amount Over Received (with Tolerance applied)	PO Exception
When Invoice Amount exceeds Tolerance Amount	Invoice Amount Exceeds Tolerance	PO Exception

Appendix E – Duplicate Invoice Detection

transcendAP
for KOFAX®

transcendAP

Andrew Banner | Logout

AP Solution • Maintenance •

Navigator

Document Type

PO Invoice

1 PO Invoice (1)

Fields

Validate Invoice Activity

Validate Invoice

Search Supplier Invoice Line Items GL Pooling Enter Comments **View Duplicate** Terminate Job

Business Unit accounts Payable Invoice Number 5365124512345 Document Type PO Invoice

Supplier ID VENDOR101 Invoice Date 01/23/2015 Invoice Due Date 1/5/2015

Supplier Name Axis Systems Tax Amount 0.00 Payment Terms Net 10

Address 1 685 High Street Shipping 8.99 Next Days Date 10

Address 2 Sub Total 89.90 PO Number CL123451234512345

Address 3 Invoice Total 98.89

City Palo Alto GL 4301

LineItems

PO Item Number	Description	Unit Measure	Quantity	Unit Price	Total Price
101	Red Pen	EA	10.00	1.00	10.00
102	Red Pen	EA	10.00	1.00	10.00
103	Green Pen	EA	10.00	1.00	10.00
104	Bk Yellow Hfd	EA	10.00	1.99	19.90
104	Bk Yellow Heavy (10 per pk)	PK	4.00	10.00	40.00

Invoice

Axis Systems

CL123451234512345

Inv # 5365124512345

Inv Date 1/5/2015

PO#

Net Terms Net 10

Sap Jimmy Johnston

Shipping FOB

San Francisco, Ca

SHIP TO:

Name

LINE #	QUANTITY	PRICE	DESCRIPTION	UNIT PRICE	AMT	TAXES
1	10	1.00	Red Pen	1.00 EA	10.00	
2	10	1.00	Red Pen	1.00 EA	10.00	
3	10	1.00	Green Pen	1.00 EA	10.00	
4	10	1.99	Bk Yellow Hfd	1.99 EA	19.90	
5	4	10.00	Bk Yellow Heavy (10 per pk)	10.00 PK	40.00	
					SUBTOTAL	90.00
					TAX	0.00
					FISCAL TOT	90.00
					TOTL	90.00

SEND ALL INVOICES TO:

DEPT: Finance

Email: jordanjohnson@gmail.com

MAKE CHECKS PAYABLE TO: Axis Systems

This invoice number already exist - click View Duplicate icon to compare Invoice details!

Thumbnails

Ready

Document: 1 of 1 Page: 1 of 1 Invalid Documents

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Optima Global Solutions

Preparer Name: Gary Walton

Date: 2/01/2024

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

Plans for Utilization of Any subcontractor, to include DSBSD-Certified Small Businesses, for this Procurement Subcontract #1

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

Subcontract #2

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

Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

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

Description of Work: _____



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



**REQUEST FOR PROPOSALS
GMU-SS1101-23**

ISSUE DATE: December 8, 2023

TITLE: Invoice Automation Services

PRIMARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager
SECONDARY PROCUREMENT OFFICER: Cliff Shore, Chief Procurement Officer

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on January 5, 2024. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on January 19, 2024.

PROPOSAL DUE DATE AND TIME: February 2, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA 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: Optima Global Solutions, Inc.

Date: 02/01/2024

DBA: _____

Address: 133 Franklin Corner Road, 2nd Floor

Lawrenceville, NJ 08648

By: _____
Signature

FEI/FIN No. 22-3818114

Name: Jeffery Weinstein

Fax No. 609-935-0529

Title: CEO

Email: jweinstein@optimags.com

Telephone No. 609-586-8811

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

SWaM Certification Number: _____

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



Question Capability Chart (Q-28GM)

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.

Additional Instructions

Answers must be in the Questionnaire, do not include them in your proposal

Summary

Question Set	Questions	% Complete	Progress	Error?
1	13	100.00%	<div></div>	Complete: no errors
2	98	100.00%	<div></div>	Complete: no errors
3	1	100.00%	<div></div>	Complete: no errors
4	47	100.00%	<div></div>	Complete: no errors
Total	159	100.00%	<div></div>	

Question Set 1: Qualifications/Background

#	Question	Response	Comment	Status
1				
1.1.1	Describe the Bidder's business model and history, including a. Parent company, if applicable b. Year founded c. Number of employees i. Full-time ii. Part-time iii. Contract d. Total number of employees dedicated to the products' SaaS service and associated offerings e. Location of corporate headquarters; location of US headquarters if different f. Ownership model - Public vs. private g. Brief history of the company	Optima Global Solutions Inc. 40 employees, 12 dedicated to TranscendAP, address: 133 Franklin Corner Rd, Lawrenceville NJ 08648. Privately held. In business for 23 years, 10 years in the AP Automation Software business		Complete
1.1.2	Provide information about the company ownership or history, such as significant mergers, acquisitions, and/or partnerships over the past 5 years or planned changes that are currently in process	N/A		Complete
1.1.3	What is the company's annual sales/revenue?	5 million		Complete
1.1.4	What percentage of the company's revenue come from procure-to-pay or automated invoicing customers?	30%		Complete
1.1.5	1. Briefly describe your history providing and maintaining the scope of services covered in this RFP.	10 years of experience.		Complete
1.1.6	2. When was the current version of the Accounts Payable (AP) Invoice Automation & Contract Management solution released?	2 years ago		Complete
1.1.7	3. How many Accounts Payable (AP) Invoice Automation clients do you currently have?	20		Complete
1.1.8	4. How many years have you been supporting Accounts Payable (AP) Invoice Automation clients?	10 years		Complete
1.1.9	5. In what countries do you have currently have staff or contractors.	US only		Complete
1.1.10	6. What is the average size (employee workforce) of your customers?	5000 employees		Complete
1.1.11	7. Please describe your experience and understanding of Accounts Payable (AP) Invoice Automation situations for institutions like Mason (government entities, county entities, other higher education institutes, etc.).	We have worked with public and private sector customers for 10+ years.		Complete

1.1.12	8. Identify your public sector and/or higher education customers that are currently implementing or have implemented your solution in the past three (3) years.	3		Complete
1.1.13	9. How do you differentiate yourself from your competition? Describe any competitive advantages relating to the solution that distinguish you in the Accounts Payable (AP) Invoice Automation services field?	Highly configurable, extensible and scalable software tool. Real-time agnostic ERP integration. Extensive AP and Accounting domain expertise		
13 Questions				100.00% Complete

Question Set 2: Preferred Qualifications

#	Question	Response	Comment	Status
2				
2.1.1	1. The system should maintain seamless two-way integration with Ellucian Banner at given intervals.	Fully Compliant	Yes, through Ellucina Banner Ethos API Module	Complete
2.1.2	2. The system should be cloud based.	Fully Compliant	Hosted in US data center, SOC I & II compliant	Complete
2.1.3	3. The system should include a mobile friendly system (IOS and Android).	Fully Compliant	Both, & iPad inquiry and remote non-PO approvals	Complete
2.1.4	4. The system should create an intuitive user interface with individual profiles.	Fully Compliant	Easy to use and highly intuitive	Complete
2.1.5	5. The system should control user access via a username and password combination.	Fully Compliant	Works in conjunction with AD and SSO	Complete
2.1.6	6. The system should allow unlimited viewing rights.	Fully Compliant	No limit	Complete
2.1.7	7. The system should allow users to view and download PDF invoices from the application	Fully Compliant	Out of the Box Functionality	Complete
2.1.8	8. The system should allow users to set up approval delegation, specifically when the approver is out of the office.	Partially Compliant	Some tailoring may be required at no additional cost	Complete
2.1.9	9. The system should allow a system administrator to manage users access, unlocked and create temp password, and reassign invoice approval.	Partially Compliant	PW assignment works with Active Directory	Complete
2.1.10	10. The system should log user access reports defining key timestamps.	Fully Compliant	Base functionality	Complete
2.1.11	10.1 Date last used	Fully Compliant	Base functionality	Complete
2.1.12	10.2 Unsuccessful log-in attempts	Fully Compliant	Base functionality	Complete
2.1.13	10.3 Username and password	Fully Compliant	Base functionality	Complete
2.1.14	11. Invoice capture	Fully Compliant	Machine learning, dynamic capture. No templating.	Complete
2.1.15	11.1. The solution should include a mailing address vendors can send printed invoices.	Not Compliant	The system will allow hard-copy scan. There is no managed service or BPO with TranscendAP	Complete

2.1.16	11.2. The system should include a unique email account that invoices can be submitted.	Fully Compliant	Base functionality	Complete
2.1.17	11.3. The system should accept e-mails with multiple PDF invoices.	Fully Compliant	Auto seperation enables higher efficiency	
2.1.18	11.4. The system should include both PO and non-PO approval workflows.	Fully Compliant	Non-PO processing with highly configurable/tailorable approval work flows. 2, 3 and 4 way matching is fully automated	
2.1.19	11.5. The system should notify submitters if an invoice image can't be read or captured.	Fully Compliant	Vendor portal tailoring	
2.1.20	11.6. The system should allow to create custom fields and the fields are captured during OCR extraction	Not Compliant	Further definition is required, custom fields entry by vendor or GMU AP personnel?	
2.1.21	12. The system should include Optical Character Recognition (OCR) capture and extraction capability for manually scanned paper-based invoices or an equivalent system that results in 95% accuracy.	Fully Compliant	Cognitive capture, dynamic machine and AI based learning	
2.1.22	13. The system should include OCR extraction capability for non-paper-based invoices (PDF, JPG, XML, etc.)	Fully Compliant	Base functionality	
2.1.23	14. The system should include automatic exception detection and reporting of master data errors.	Fully Compliant	Base functionality	
2.1.24	15. The system should auto archive accepted invoice types (PDF, JPG, XML, etc.).	Fully Compliant	Document repository is base functionality	
2.1.25	16. The system should have the ability to auto distribute invoices to AP staff based on the vendor's name or invoice types	Fully Compliant	validation queue is tailorable	
2.1.26	17. The system should have ability to exclude certain characters when extracting a PO number	Fully Compliant	Machine learning enables the ability to teach the systems or anchoring can occur with top 20 vendors during implementation	
2.1.27	18. The system should have ability to set certain invoice fields using a default (i.e., invoice date)	Fully Compliant	Base functionality, will however require tailoring to match rqmts.	
2.1.28	19. The system should capture shipping cost in a separate line item.	Fully Compliant	Base functionality	
2.1.29	20. The system should allow approver to override the default due date as needed	Fully Compliant	Overrides are tailorable	
2.1.30	21. The system should offer some flexible integration solutions during the fiscal year end	Partially Compliant	Further requirements are required to understand the scope of this. Extended cinfofigurationi may be required	Complete
2.1.31	22. Invoice approval	Fully Compliant	base functionality	Complete

2.1.32	22.1. The system should auto complete 2 way matching of invoice and purchase order.	Fully Compliant	base functionality, fully automated	Complete
2.1.33	22.2. The system should auto complete 3 way matching of invoice, purchase order and receiver.	Fully Compliant	base functionality, fully automated	
2.1.34	22.3. The system should have ability to trigger email notification to approver based on the invoice type, vendor types, the amount, or approval roles. The email should include a link to access the invoice image or an attachment with the invoice images.	Fully Compliant	Highly flexible, robust approval wokflow is base functionality	
2.1.35	22.4. The system should allow to customized the email approval request templates based on the invoice types or approval roles.	Partially Compliant	Further requirements definition on this, Can be configured	
2.1.36	22.5. The system should generate email reminders if invoices do not get approval on a set interval.	Fully Compliant	base functionality. Frequency can be tailored	
2.1.37	22.6. The system should allow batch invoice approval as required.	Fully Compliant	base functionality	
2.1.38	22.7. The system should have the ability to auto capture a set of required information and initiate the correct approval flow.	Fully Compliant	base functionality	
2.1.39	22.8. The system should allow users to adjust default discount terms as shown on the invoices	Fully Compliant	Yes, if authorized	
2.1.40	22.9. The system should allow approvers to filter invoices on the dashboard based on invoice types, discount codes, due dates, vendor name, approval roles, etc.	Not Compliant	Configuration required. Will need further information	
2.1.41	22.10. The system should allow approvers to remove or add additional supporting document to the invoice images	Partially Compliant	configurable	
2.1.42	22.11. The system should automatically identify data fields with a conflict.	Fully Compliant	base functionality	
2.1.43	22.12. The system should include fuzzy PO matching identifying most-likely matching options.	Fully Compliant	base functionality, configurable to match 100% of business need	
2.1.44	22.13. The system should include e-mail capabilities to send conflict invoices with personalized message.	Fully Compliant	base functionality, configurable to match 100% of business need	
2.1.45	22.14. The system should allow users to send, receive, and store e-mail correspondence with associated invoice.	Not Compliant	configurable at an additional cost	Complete
2.1.46	22.15. The system should allow to block or unblock for manual data field modifications based on the approval roles.	Partially Compliant	must be configured	

2.1.47	22.16. The system should include rules to auto review and identify duplicate invoices.	Fully Compliant	including exceptions process for duplicates	Complete
2.1.48	22.17. The system should include risk scoring to support identification of potentially fraudulent invoices.	Partially Compliant	additional configuration is required	
2.1.49	22.18. The system should allow automated approval routing associated with tiered logic.	Fully Compliant	base functionality, tailorable	
2.1.50	22.19. The system should allow mobile review and approval of invoices.	Fully Compliant	base functionality	
2.1.51	22.20. The system should utilize master data to define tiered approval logic.	Partially Compliant	additional requirements definition, configurable	
2.1.52	22.21. The system should utilize zero touch scenarios to drive invoices straight-through to payment execution.	Fully Compliant	base configuration, tolerances are configurable	
2.1.53	22.22. Payment authorization The system should allow users to approve recurring invoices in advance (i.e., monthly bills)	Partially Compliant	configurable	
2.1.54	22.23. The system should set up approval routing based on a Bill To or Shipping To addresses	Partially Compliant	configurable	
2.1.55	22.24. The system should allow to add compliance rules and PO amount tolerance based on the invoice types.	Fully Compliant	tailored	
2.1.56	22.25. The system should allow users to mark the invoice in dispute, on hold, rush, or special handling request, and add specific approval routing based on the pending status.	Fully Compliant	automated, configurable exceptions processing	
2.1.57	22.26. The system should allow to insert/populate additional fields based on the vendor types (i.e., non US vendors), and/or payment method selection. (i.e. wire transfer payment request)	Partially Compliant	need additional requirements defined	
2.1.58	22.27. The system should incorporate a threshold that allows management to approve payment before disbursement.	Fully Compliant	tailored to your rqmts	
2.1.59	22.28. The system should allow to set up approval routing based on the cost allocation as needed (i.e. PI approval based on the invoice types and fund code)	Fully Compliant	base functionality	
2.1.60	23. The system should have built-in controls to mitigate fraud. Such as Two-factor authentication and multi-tiered approvals for payments based on threshold rules.	Fully Compliant	base functionality	
2.1.61	24. The system should have the capability to track and reconcile payments.	Fully Compliant	TranscendAP is integrated with several payment systems	

2.1.62	25. The system should include auto-acceptance parameters for early payment discounts.	Fully Compliant	TranscendAP is integrated with several payment systems	Complete
2.1.63	26. The system should include an approval dashboard with early payment discount tracking.	Fully Compliant	TranscendAP is integrated with several payment systems	Complete
2.1.64	27. The system should include foreign currency capabilities	Fully Compliant	base functionality, also multi-lingual	Complete
2.1.65	28. The system should provide an audit trail for each invoice	Fully Compliant	base functionality, with some configuration	Complete
2.1.66	29. The system should allow to manage 1099 tax forms preparation as necessary.	Not Compliant	can be configured	Complete
2.1.67	30. The system should have the ability to import a feed of invoice data, such as paid invoice data, and automatically link to the associated invoice.	Partially Compliant	configurable, will need additional requirements	Complete
2.1.68	31. Dashboard and Analytics. The system should include comprehensive reporting capabilities. The desired metrics include:	Fully Compliant	Out of the Box Functionality	Complete
2.1.69	31.1. A summary dash board of invoices on each approval stage. Allow AP managers to manage prompt payment	Fully Compliant	report exists	Complete
2.1.70	31.2. AP activity levels, including number of invoice approved by specific users.	Fully Compliant	report exists	Complete
2.1.71	31.3. Number of new invoices received.	Fully Compliant	report exists	Complete
2.1.72	31.4. Number of invoices in process.	Fully Compliant	report exists	Complete
2.1.73	31.5. Number of invoices scheduled for payment.	Fully Compliant	report exists	Complete
2.1.74	31.6. Number of invoices executed and reconciled.	Fully Compliant	report exists	Complete
2.1.75	31.7. Actual cycle times through defined AP workflow stages.	Fully Compliant	report exists	Complete
2.1.76	31.8. Aging profile visibility/report of invoices: ▪ Current/31-60/61-90/91+	Fully Compliant	report exists	Complete
2.1.77	31.9. Spend profile per payment type.	Partially Compliant	need requirements, custom report	Complete
2.1.78	31.10. Spend profile by vendor.	Partially Compliant	need requirements, custom report	Complete
2.1.79	31.11. Payment term compliance.	Partially Compliant	need requirements, custom report	Complete

2.1.80	31.12. Early payment discount impact.	Not Compliant	custom built report, will need rqmts	Complete
2.1.81	31.13. Exception/error metrics.	Fully Compliant	report exists	
2.1.82	31.14. Number of invoices flagged with an error.	Fully Compliant	report exists	
2.1.83	31.15. Number of different types of errors.	Partially Compliant	will need to adjust report config	
2.1.84	31.16. Invoice failure analysis.	Not Compliant	will need requirements, custom report	
2.1.85	31.17. Invoice Prompt Payment statistic	Partially Compliant	will need requirements, custom report	
2.1.86	31.18. Allow users to schedule a report and sent it via email	Partially Compliant	must be configured	
2.1.87	32. The system should auto-populate analytics dashboards with real time reporting metrics from within the automation solution.	Fully Compliant	base functionality	
2.1.88	33. The system should allow the creation of personalized dashboards with user specified metrics.	Partially Compliant	must be configured	
2.1.89	34. The system should be able to export individual metric reports (CSV, HTML, JSON, or XML, etc.)	Not Compliant	will need additionla requirements, custom report	
2.1.90	35. The system should possess the ability to analyze AP data easily and quickly.	Partially Compliant	furtherrequirements definition is required, custom report	
2.1.91	36. The system should provide a vendor portal where vendors can access to retrieve the invoice status and payment information.	Fully Compliant	base functionality	
2.1.92	37. The system should allow users to advance search criteria using any invoice fields, including invoice number and check number created by the GMU system (i.e. Banner invoice number, check number, etc.)	Not Compliant	further definition required	
2.1.93	38. The system should allow users to upload payment files using an excel file.	Fully Compliant	Paymet system integration will enable this	
2.1.94	Have you completed and able to show proof of completing the Educause Higher Education Community Vendor Assessment Toolkit (HECVAT) - https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit	Not Compliant	Happy to complete this if we are selected as a finalist	
2.1.95	Are you able to send industry standard logs to Mason Security Information and Event Management System (SIEM)	Partially Compliant	with configuration, yes	

2.1.96	Do you have the capability for data backup and retention to meet the Library of Virginia retention requirements - https://www.lva.virginia.gov/agencies/records/sched_state/GS-111.pdf	Fully Compliant	backup and retention is tailorable	Complete
2.1.97	Are you able to connect to Mason systems for Single Sign-on Access using Active Directory Federated Service (ADFS)	Fully Compliant	base functionality	
2.1.98	Do you have the ability to meet and maintain a resiliency of 99.95% uptime, and data loss of no more than 2 hours	Fully Compliant	see SLAs in main body of response	
98 Questions			100.00% Complete	

Question Set 3: Qualifications

#	Question	Response	Comment	Status
3				
3.1.1	Does your product fully comply with WCAG 2.0 A/AA for accessibility?	Fully Compliant	We believe it does	Complete
1 Questions		100.00% Complete		

Question Set 4: Functionality

#	Question	Response	Comment	Status
3				
4.1.1	Does the system's out of the box functionality support complex routing workflow that can go to up to ten different approvers	Fully Compliant	base functionality	Complete
4.1.2	Does the system's out of the box functionality support complex routing workflow to allow a "group" or "distribution box" to serve as an approver	Fully Compliant	will need tailoring and configuration	Complete
4.1.3	Does the system's out-of-the-box functionality support PO based matching	Fully Compliant	yes, 2, 3 and if need be 4-way	Complete
4.1.4	Does the system's out-of-the-box functionality support PO based matching on both total PO value and individual line item matching	Fully Compliant	base functionality	Complete
4.1.5	Does the system's out-of-the-box functionality support Non-PO based invoice submissions	Fully Compliant	base functionality	Complete
4.1.6	Does the system's out-of-the-box functionality support General Accounting Encumbrance invoice submissions, other than PO invoices	Fully Compliant	some configuration may be required	Complete
4.1.7	Does the system's out-of-the-box functionality support the creation of configurable forms for end-users to use.	Not Compliant	not clear on the ask or why this is necessary	Complete
4.1.8	Denote whether you have previously created any of the following forms for a higher education customer; Payment Request(non po based demand payment), Honorarium, Sponsored Program Participant Support, Revenue Refund, scholarship and fellowship payments	Partially Compliant	yes to PO requisition	Complete
4.1.9	Does the system's out-of-the-box functionality support Optical Character Recognition (or equivalent) that results in the correct vendor match at least 95% of the time when a purchase order is present on the invoice	Fully Compliant	100% OCR confidence is the objective and achievable through cognitive capture, dynamic machine learning and AI	Complete
4.1.10	Does the system's out-of-the-box OCR (or equivalent) functionality have the ability to strip prefixes (such as PO# or #EP) or understand typical vendor invoice submission models so that invoices can be matched to the correct vendor/PO number at least 95% of the time when a purchase order is present.	Fully Compliant	base functionality	Complete
4.1.11	Does system's out-of-the-box OCR functionality support, word, pdf and excel based invoice submissions	Fully Compliant	PDF is preferred	Complete
4.1.12	Does the system's out-of-the-box OCR functionality support matching on scanned documents (assuming 90% or greater legibility)	Fully Compliant	Same feature set with OCR	Complete

4.1.13	Does the system's out-of-the-box OCR functionality support multiple invoices in a single file with "automated invoice separation". Does the vendor need to insert a spacer between documents?	Fully Compliant	automated, no spacer is required	Complete
4.1.14	Does the system's out-of-the-box OCR functionality understand and route non-invoice vendor submissions such as statements, notices, duplicates etc. that will not be matched and assigned to a separate "inbox"	Fully Compliant	configurable in how GMU want these routed	Complete
4.1.15	Does the system's out-of-the-box OCR functionality identify duplicate invoices and flag/route these for special review?	Fully Compliant	base functionality	Complete
4.1.16	Does the systems out-of-the-box functionality support Blanket Orders	Fully Compliant	flexible feature set, is configurable	Complete
4.1.17	Does the system's out-of-the-box functionality support passing data back and forth from customer's Accounts Payable System, including voucher number and payment information	Not Compliant	not part of base functionality	Complete
4.1.18	Does the system's out-of-the-box functionality allow the customer to change the "date received" on a vendor invoice	Partially Compliant	non standard, but configurable	Complete
4.1.19	Does the system's out-of-the-box functionality allow the customer to change the "invoice due date" and one time discount terms listed on a vendor invoice	Partially Compliant	Discount yes. Will need further definition on invoice date change, can be configured	Complete
4.1.20	Does the system's out-of-the-box functionality allow the customer to default the "date received" on all invoices to the date uploaded by the vendor into the system and not the date on their invoice	Fully Compliant	Configurable	Complete
4.1.21	Does the systems out-of-the-box functionality have a global management dashboard that allows any Accounts Payable Department user to see and sort by the vendor due date, discount invoices, date received, AP team member the invoice is assigned to, rush invoices.	Not Compliant	not offered	Complete
4.1.22	Does the system's out-of-the-box functionality have a global management summary that shows total # of invoices in progress, "parked" invoice, disputed invoices, and invoices waiting for approval and its routing steps, etc.	Fully Compliant	existing report	Complete
4.1.23	Does the system's out-of-the-box functionality support setting a vendor global's "discount payment terms" and calculate the net amount in the system for payment	Fully Compliant	base functionality	Complete
4.1.24	Does the system's out-of-the-box functionality identify individual vendor invoices that offer "discount payment terms" and allow AP to act accordingly?	Partially Compliant	would need to tailor the system to perform this	Complete
4.1.25	Does the system's out-of-the-box functionality support flags or alerts to denote "discount payment terms", rush payments, wire transfers, disputed invoices or other custom flags?	Fully Compliant	some configuration by design, is required	Complete

4.1.26	Does the system's out-of-the-box functionality support the ability to allow any vendor to take advantage of early payment terms on an invoice per invoice basis?	Partially Compliant	further definition is required. TranscendAP is a highly configurable, extensible software tool. So with well defined requirements, we align 100% with the need	Complete
4.1.27	Does the system's out-of-the-box functionality support the ability to adjust the invoice date to the goods and service received date if it is after the invoice date	Not Compliant	configurable	
4.1.28	Does the system's out-of-the-box functionality support "role" based rules so that end users can only edit and change certain information when approving invoices	Fully Compliant	base functionality	
4.1.29	Does the system's out-of-the-box functionality completely contemplate the ideas of approval "delegates" that can be assigned when users are on vacation, sick or otherwise not available?	Fully Compliant	base functionality	
4.1.30	Does the system's out-of-the-box functionality automatically send reminders for approvers to perform certain actions or let them know that invoice are waiting for approvals. Does this also apply to delegates?	Fully Compliant	base functionality	
4.1.31	Does the system's out-of-the-box functionality support "Wire transfers" and allow us process those invoices but not transfer the data to our ERP system (wires are paid through a separate mechanism)	Not Compliant	requires more definition and can be configured	
4.1.32	Does the system's out-of-the-box functionality allow us to code invoices at the end of our fiscal year so that we can transfer to our AP system whether it should be paid with previous fiscal year funds or new fiscal year funds	Fully Compliant	tailer to perform accordingly	
4.1.33	Does the system's out-of-the-box functionality allows us to code "tool tips" or other custom instructions for different fields so that end-users can understand what the field is for. If yes, what is the character limits?	Fully Compliant	drop downs exist for many fields	
4.1.34	Does the systems's out-of-the-box functionality allow approvers to approve via email or "app" without having to log into the system?	Fully Compliant	primarily through automated email alerts that allow approval by clicking a link	
4.1.35	Does the systems's out-of-the-box functionality allow approvers to delegate approval during a set of time?	Partially Compliant	configurable	
4.1.36	Does the system's out-of-the-box functionality allow approvers to open the invoice send to them for approval without having to log into the system?	Fully Compliant	see answer on 4.1.34	Complete
4.1.37	Does the system's out-of-the-box functionality allow end-users to serve as watchers, where they receive notification of an invoice but no action is required. Can the watcher see the summary, allocation, expense and invoice file. Does the system have the ability toto add extra fields and custom the verbiage on the email to the watchers?	Partially Compliant	configurable, will need further definition	Complete

4.1.38	Does the system's out-of-the-box functionality completely contemplate the concept of "decentralized approval or "negative confirmation". This allows us to set a dollar threshold where the department watcher/approver receives notice that an invoice will be paid in x days BUT does not require any action from them unless there is a problem. Can they communicate the problem within the system without having to send an email through an external email client?	Not Compliant	configurable	Complete
4.1.39	Does the system's out-of-the-box functionality allow messages to be sent between users within the system without using an external email client?	Fully Compliant	AP processor and buyer interface	
4.1.40	Does the system's out-of-the-box functionality have an alert system that notifies AP staff for pending invoices that haven't been approved for a set period of time. Is that period of time configurable?	Fully Compliant	tailorable to your tolerances	
4.1.41	Does the system's out-of-the-box functionality provide an effortless mechanism for payees to see their payment status	Partially Compliant	can be configured	
4.1.42	Does the system's out of the box functionality allow the system admin to grant users access and ability to modify invoice data fields based on the approval roles?	Partially Compliant	user access and authority is achieved with a role based template.	
4.1.43	Does the system's out of the box functionality prepare and disburse 1099 forms to vendors? If so, please describe	Not Compliant	not offered	
4.1.44	Does the system's out of the box functionality allow payment file uploading using an excel file? The payment file could be one or multiple vendors	Partially Compliant	further definition required. May be 100% compliant using some other functionality	
4.1.45	are there on demand resources to provide ongoing training such as videos, quick reference guides, manuals, online courses? If so, please describe	Partially Compliant	Yes, we can review what is available and work to align with 100% of what GMU requires	
4.1.46	Is there a comprehensive electronic user manual that can be modified by GMU?	Not Compliant	not electronic	
4.1.47	Does your system provide a unified view of all spend?	Fully Compliant	yes, payment system	Complete
47 Questions			100.00% Complete	