



Purchasing Department
 4400 University Drive, MS 3C1, Fairfax, VA 22030
 Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

STANDARD CONTRACT GMU-GL0510-24-03

This Contract entered on this 29th day of January, 2025 (Effective Date) by Continual Engine US LLC hereinafter called “Contractor” (located at 5900 Balcones Drive, Suite 8078, Austin, Texas 78731) and George Mason University hereinafter called “Mason,” or “University”.

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

II. SCOPE OF CONTRACT: The Contractor shall provide document remediation and braille services for George Mason University as set forth in the Contract documents.

During the term of this Contract, Contractor may issue Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

III. PERIOD OF CONTRACT: Five year from the Effective Date with five (5) successive one-year renewal options at the sole discretion of George Mason University with agreement with Continual Engine US LLC.

IV. PRICE SCHEDULE: The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

Documents (PDFs)	Per Page Rate	Rush Requests
Simple	\$1.25	Up to 10% additional for rush requests
Medium	\$2.00	
Complex	\$2.75	
Documents (PPTs, Excel, ePub & others)	Per Page Rate	Rush Requests
Simple	\$1.00	Up to 10% additional for rush requests
Medium	\$1.50	
Complex	\$2.00	

STEAM Remediation Services (Per Page)

STEAM Content	Per Page Rate	Rush Requests
Simple	\$2.75	Up to 10% additional for rush requests
Medium	\$3.25	
Complex	\$4.00	
Enlarged Content	Per Page Rate	Rush Requests
Simple	\$2.00	Up to 10% additional for rush requests
Medium	\$2.75	
Complex	\$3.50	

Large Print (Pages)	Per Page Rate	Rush Requests
Up to 100	\$0.75	Up to 10% additional for rush requests
100 – 250	\$0.50	
250 – 500	\$0.40	
500 – 1000	\$0.25	
1000 – 2000	\$0.20	

The rates above include:

1. Complimentary Simple alt text for all images
2. Detailed alt text for STEM and similar images (where applicable)
3. PDF/UA & WCAG 2.2 AA compliance reports
4. Rework and revision until compliance is met

Category	Cost
Customizing Remediation Services Platform (RSP)	\$500
SSO Login for Institute-wide Roll-out	\$500

*Costs will depend upon the level of customization and complexity of SSO integration

What a Customizing RSP offers:

1. Super Admin control with department wise admin control
2. Customized department setup according to your needs
3. Project management capabilities.
4. Helpdesk and up to 4 tailored customized training sessions for different teams.

Category	Hourly Rate
Website Audit + Reporting + Recommendations	\$10
Website Audit + Reporting + Remediation	\$15

Category	File Format	Pricing	Unit
Captioning File	SRT/VTT	\$1.50	Per Minute
Transcript File	TXT/VTT	\$1.00	Per Minute
Descriptive Transcript for audio Description	HTML	\$9.00	Per Minute
Complete Bundle (Caption file, Descriptive Transcript, Transcript of video)	HTML/TXT/SRT	\$11.00	Per Minute
Descriptive Video (having audio descriptions for visuals embedded)	Mp4	\$9.00	Per Minute
Descriptive Video and Captioning File	MP4 & SRT/VTT	\$10.00	Per Minute

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

VI. METHOD OF PAYMENT: Paymode-X, Net30. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, acctpay@gmu.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.

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

- A. This signed Contract;
- B. Data Security Addendum (attached);
- C. Negotiation Responses dated October 29, 2024 (attached);
- D. RFP No. GMU-GL0510-24, in its entirety (attached);
- E. Contractor's proposal dated July 1, 2024 (attached).

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract.
 - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance

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

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

P. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

Q. DEBARMENT STATUS: As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

R. DEFAULT: In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.

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

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

U. EXPORT CONTROL:

1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

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

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a “600 series”, Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. Contractor understands and acknowledges that Mason has not agreed to provide any indemnification or save harmless agreements running to Contractor.
- 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 one million dollars (\$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 one million dollars (\$1,000,000) per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for five (5) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- KK. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- MM. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- NN. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

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

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

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and

cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

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

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

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

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

Continual Engine US LLC

DocuSigned by:

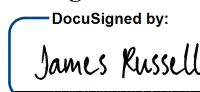
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 Signature

Name: Vijayshree Vethantham

Title: SVP Growth & Strategy

Date: 2/12/2025

George Mason University

DocuSigned by:

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 Signature

Name: James Russell

Title: Purchasing Director

Date: 2/12/2025

Data Security Addendum for inclusion in GMU-GL0510-24-03 with

George Mason University (the “University”)

This Addendum supplements the above-referenced Contract between the University and Continual Engine US LLC (“Selected Firm/Vendor”) dated January 29th, 2025 (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.

Continental Engine US LLC



Signature

Name: Vijayshree Vethantham

Title: SVP Growth & Strategy

Date: 2/12/2025

George Mason University



Signature

Name: James Russell

Title: Purchasing Director

Date: 2/12/2025

George Mason University
RFP GMU-GL0510-24 Document Remediation and Braille
Round 1 Negotiation Memorandum

The evaluation committee has completed the evaluation and scoring of all proposals received for RFP GMU-GL0510-24 and have identified your firm as one of the finalists. We are prepared to move to Round One (1) Negotiations. We have a few items that we would like to negotiate and that we need additional clarification regarding. Please respond to the points below your earliest convenience but no later than noon on Friday, November 1th 2024.

Please provide detailed answers and additional documentation if necessary, in order to thoroughly answer the questions below. Information provided during negotiations may impact the committee's award choices:

1. Pricing: An incentive to being awarded a contract with George Mason University is that it will be a cooperative contract vehicle through VASCUPP, Virginia Association of State College & University Purchasing Professionals, which can and likely will be used by other Commonwealth of Virginia Universities and state agencies. It will also be open and available to agencies outside of the Commonwealth of Virginia. At this time, we request that you re-visit your pricing and apply any available discounts or pricing breaks. Please address specific pricing requests below:

- a. Following the base year, Mason is requesting the optional years to be in alignment with the CPIU index, escalation remain fix at 2% or whichever is lesser. Additionally, GMU may reserve the right to request firm fixed pricing for the remaining option years.

Answer: Continual Engine agrees to align the optional years with the CPIU index, with an escalation cap at 2% or the lesser. We also accept the possibility of GMU requesting firm fixed pricing for the remaining optional years.

- b. Another incentive is to advertise these contracts on the Virginia Higher Education Accessibility Partners (VHEAP) website similar to the work for [Captioning and Transcription Committee's effort that UVA led in 2022](#). Please advise if in agreement.

Answer: We agree to the inclusion of this contract on the Virginia Higher Education Accessibility Partners (VHEAP) website, enhancing visibility similar to the UVA-led Captioning and Transcription initiative in 2022. We request any public-facing information to exclude details about pricing that are specific to Virginia Higher Education Accessibility Partners (VHEAP).

- c. Mason is requesting vendors agree to offer similar rates to all public entities within the Commonwealth of Virginia to encourage participation and utilization of the contracts.

Answer: Continual Engine agrees to offer similar rates to other public entities within Virginia to promote wider usage of the contract.

- d. Please note that you do not have to resubmit your entire proposal if you are only adjusting your pricing. We only need to see the pricing adjusted unless other aspects of your offer are impacted.

Answer: We will continue with our original pricing as submitted, as it reflects the full scope and quality of services proposed.

2. Contract Terms & Conditions and Solicitation General Terms and Conditions:

- a. Mason has three options for payment terms/method of payment. Please state your payment preference.

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

1. 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.
2. 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
3. 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.

Answer:

Option #1: We prefer to enroll in Paymode-X for electronic payments, allowing direct deposits to our bank account.

Option #2: Alternatively, we are open to participating in the Virtual Payables credit card program, where invoices can be paid via credit card.

- b. Please review the updated standard contract and advise if in agreement with the terms and conditions. If there are any concerns with the terms after review, please submit a copy in WORD format of the Standard contract with redlines and comments for Mason to review.

As a public institution of higher education and agency of the Commonwealth of 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.

Answer: Continual Engine agrees with the standard contract terms, with the understanding that we comply with state restrictions regarding sovereign immunity, indemnification, insurance requirements, binding arbitration, attorneys' fees, jury trial waiver, and applicable law.

3. Architectural Standards Review Board (ASRB):

- a. We would like to reiterate that, after negotiations have concluded but prior to contract award, we might submit your system/solution to Mason's ASRB for review/approval. The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The Offeror must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product.

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

- ☒ Data Dictionary identifying the data elements available for use in the product,
- ☒ Data integration documentation,
- ☒ Architecture diagrams,
- ☒ Security documentation,
- ☒ VPAT, and a useable software demo or "sandbox" for accessibility testing,
- ☒ And any single sign-on documentation.
- ☒ Additional documentation or items may be requested as needed during the review process.
- ☒ The contractor may be asked to answer ASRB questions verbally or in writing

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

Answer: Continual Engine will fully support the ASRB review process by providing the required documents (Data Dictionary, architecture diagrams, VPAT, etc.). We acknowledge that ASRB approval is mandatory prior to contract award and agree to assist in a timely manner.

We understand and agree with the requirement to comply promptly with all requests to avoid any delays in the contract award process. Continual Engine is committed to providing the necessary documentation in a timely manner to support this process and fully comply with these terms.

4. Platform

- a. Mason would like to confirm the platform being used by the clients is WCAG 2.1 compliant.

Answer: Continual Engine confirms that the platform utilized for GMU will be WCAG 2.1 compliant to ensure accessibility alignment with GMU's standards.

Thank you for considering the items above. You may respond to these items either in this word document or by submitting your response that addresses each of these points in Bonfire. Please note that responses to these Negotiation Items will become part of the resulting contract.

If you have any questions about the negotiation items above, please contact the Contracting Officer, Regina Bazile, as soon as possible to obtain clarification.

Thank you,
Regina Bazile
Senior Buyer, George Mason University
Phone: 703-993-6880
Email: rbazile@gmu.edu



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS GMU-GL0510-24

ISSUE DATE: May 29, 2024

TITLE: Document Remediation & Braille Services/Software

PRIMARY PROCUREMENT OFFICER: Grace Lymas, Assistant Director
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on June 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 June 12, 2024.

PROPOSAL DUE DATE AND TIME: July 1, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

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: _____

☐ Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information.

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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GMUGL0515-24

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish an “AS NEEDED” contract through competitive negotiations with one or more qualified vendors to provide document remediation and braille services for George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is a public institution of higher education 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 as outlined in Attachment B – Sample Contract. Any exceptions to our standard contract and General Terms and Conditions must 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 and agency of the Commonwealth of Virginia, Mason cannot agree to any of the following terms in any documents:

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

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

Note: The Offeror must include any and all terms and conditions, additional documents, and/or statements of work that could potentially be incorporated into a final contract or apply during the term of a resulting contract. As outlined in Attachment B – Sample Contract, Statements of Work (“SOW”) for specific engagements may only include the work to be performed during scope of the specific engagement. Additional terms and conditions will not be accepted on any SOW submitted during the course of the contract. All SOW’s must be on a form approved by Mason prior to the start of the contract.

For software only: In addition to the above note, the Offeror must submit with their proposal any agreement that Mason would be required to sign with a third party.

- 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:** Five (5) year from Effective Date of contract with five (5) successive one-year renewal options (or as negotiated).
- X. BACKGROUND:** George Mason University's short history is one of an enterprising and innovative pioneer, creating a major teaching and research university from a small, one-room schoolhouse in just 50 years. George Mason University is recognized as an innovative, entrepreneurial institution with global distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering and information technology, dance, organizational psychology and health care, Mason students are routinely recognized with national and international scholarships. Enrollment is more than 38,000, with students studying in 198-degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 200,000 living alumni with 60% residing in the Washington Metropolitan Area.

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

VA institutions recognize the importance of ensuring accessibility in all communications and documentations to support inclusivity for all individuals, including those with disabilities. This commitment aligns with adherence to the Americans with Disabilities Act (ADA) and WCAG v2.1, which was recently adopted as a part of Title II.

In recent years, the number of students with print disabilities enrolling at Mason has increased. Additionally, the complexity of student needs and the platforms with which they engage have changed considerably as well. As such, it is necessary for the Assistive Technology Initiative c/o with Disability Services (DS) to procure the services of outside vendors for accessible instructional materials (i.e., braille, tactile graphics, electronic formats, and STEAM) and to ensure they are provided in a timely manner. Since students with disabilities register for courses in a manner consistent with their non-disabled peers, it is difficult to predict when and what courses they might enroll in.

- XI. STATEMENT OF NEEDS:** George Mason University seeks proposals to provide **AS NEEDED** document remediation and braille services as outlined below:

Production Needs

A. Documents:

- a. Describe accessibility needs offered to cover a range of document types including, but not limited to, text documents, spreadsheets, presentations, ePUB, PDF (including PDF forms), and other forms.
- b. Accessibility Features:
 - i. Documents must be compatible with screen readers and other assistive technologies.

- ii. Features such as alternative text for images, appropriate heading structures, accessible tables, and meaningful and navigable links are essential.
 - iii. Compliance with accessibility standards like WCAG 2.1 AA, ensuring features like text readability, color contrast, and keyboard navigation are adequately addressed.
- B. STEAM Content:
 - c. Describe accessibility services offered to remediate STEAM content. For example, remediating PDFs, HTML, MathML, and LaTeX.
 - d. Accessibility Features:
 - i. Documents must be compatible with screen readers and other assistive technologies.
 - ii. Features such as alternative text for images, appropriate heading structures, accessible tables, and meaningful and navigable links are essential.
 - iii. Compliance with accessibility standards like WCAG 2.1 AA, ensuring features like text readability, color contrast, and keyboard navigation are adequately addressed.
- C. Large Print/Enlarged Content:
 - a. Describe accessibility services offered to enlarge documents, including complex documents that include, for example, multiple columns of text, graphs, tables, and other images.
 - b. Accessibility Features:
 - i. Enlarged documents must be able to be delivered to client in both printed and digital format.
 - ii. Electronic documents must be reflowable to the fullest extent possible. Where not possible (e.g., tables) the proper accessible markup must be used dependent on the output filetype (e.g., proper table markup for PDF/UA for PDFs)
 - iii. Document must be compatible with screen readers and other assistive technologies.
 - iv. Documents must be consistent with industry standards and specifications for accessibility dependent on their filetype. For example, PDFs must conform to PDF/UA specifications, EPUBs must conform to W3C's EPUB Accessibility 1.1, etc.
- D. Braille:
 - a. For each applicable braille type listed below, describe your company's experience with it and ability to produce it.
 - i. Pre-UEB braille
 - ii. Nemeth/UEB Technical
 - iii. Chemistry
 - iv. Spatial-Mathematics
 - v. Foreign languages
 - vi. Phonetics/IPA
 - vii. Tactile Graphics
 - viii. Music
 - b. Do braille services provide braille file and/or embossing services?
 - c. For music braille, please describe your general process for transcription and quality control (e.g., manual transcription, automated transcription, etc.).
- E. Tactile Graphics:
 - a. Describe the types of tactile graphics your firm has or can produce.
 - b. Describe the methods of printing that your firm uses.
 - c. Describe the different material(s) you use to produce tactile graphics. For example, Swell Paper, braille paper (*and document size*), 3D prints, etc.
- F. Delivery:
 - a. Describe your company's ability to deliver materials electronically. List the format(s) used in electronic delivery.
 - b. Use of subcontractors?
 - c. How long to identify team for work?

Timelines

Each format may require an individualized quote and timeline due to complexity of content, please provide the following information to the extent that it can be estimated:

- 1. Describe your typical turnaround time for each format that you produce:
 - a. Documents
 - b. STEM content

- c. Braille
 - i. Please breakout turnaround estimates for different types of braille if that time varies.
 - d. Tactile Graphics
 - e. Other services
2. Describe the timeframes necessary for braille production that has a short or quick turnaround time.
3. Describe the step-by-step process your company would undertake to produce a complete textbook, especially one in a STEM field.

Quality Control

1. Describe your company's quality control processes and procedures.
2. Describe your qualification/certifications of the staff performing the quality control/ proofing of production materials.
3. If you have certified transcribers on staff, describe their role in production and quality control.
4. Describe any process by which edits can be requested. For example, if there is a critical typo or mistranslation of a specialized code, how can the customer request a change?

Experience and References

1. Describe your company's experience in working with educational institutions. If you've worked with colleges or universities, be sure to provide details about that experience.
2. Provide references for work that you have done for other institutions.
3. Describe any additional information that would provide further insight into your company's ability to provide accessible content.

Budget and Pricing:

The offeror shall provide pricing for any products and services included in the proposal indicating one-time and on-going costs. Offerors need not produce every format listed in the Statement of Needs. Address the areas that are applicable to your service offering(s).

Provide a per page pricing comparison for the following:

- Documents
- Large Print/Enlarged Content
- STEM documents
- Braille
- Music Braille
- Different types of braille code
- Rush production fee
- Standard production times

Provide a price comparison for the following:

- Tactile graphics
- 3D print
- Swell paper
- Embossed
- Additional formats offered

Describe how the pricing varies based on content type and complexity of content (Math, images/charts, etc.).

Describe your support services (i.e., online portal, cloud base solutions, etc.,)

If your company offers any additional related products or services not specifically requested in this RFP, provide a detailed description of the product/service and the related cost.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered, Offerors must submit a complete response to Mason's Purchasing

Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see 2.d. below for details on how to submit a redacted proposal). 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.

An Offeror may not request any of the following be proprietary and/or confidential in their proposal:

- a. Pricing or any calculation used to determine pricing;
- b. A notation or footer on the bottom of every page with "proprietary and confidential;"
- c. Entire contents of company history or executive summary;
- d. A case study, social media post, or billboard already available to the public;
- e. Name of company or firm listed as a reference;
- f. Any resulting Statement of Work (SOW), Order Form, or Invoice.

ELECTRONIC PROPOSAL SUBMISSION: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only accept electronic proposal submissions via Bonfire for this Request for Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
- b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
- c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
- d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.
- g. Go to Mason's Bonfire Portal for all updates and schedule changes. <https://gmu.bonfirehub.com>
- h. All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP notifications has submitted the Offerors proposal in Bonfire.

2. Proposal Presentation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in your proposal being scored low.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirement of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material.

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

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

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

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

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

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

1. Procedural information:
 - a. Return signed cover page and all addenda, if any, signed and completed as required.
 - b. Return Attachment A - Small Business Subcontracting Plan.
 - c. Exceptions (if any) to Mason's two-party contract, Attachment B.
 - d. Any SOW or supplemental document Mason may be required to sign. See section IV. Final Contract
 - e. State your payment preference as required in Bonfire. (See section XVI)
2. Executive Summary: Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.
3. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company.

- b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and current email for each reference and indicate the length of service.
4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.
 5. Proposed Pricing: Provide firm-fixed pricing per page for any services and products described herein.
 6. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

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

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

- XIV. 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 contractor 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.

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): Go to Mason's Bonfire Portal for all updates and schedule changes. <https://gmu.bonfirehub.com>

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, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>

ATTACHMENT B – SAMPLE CONTRACT

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 _____, 2024 (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.

During the term of this Contract, Contractor may issue Statements of Work (“SOW”) to modify the scope of the engagement or otherwise change the work to be performed under this Contract. All SOW’s must be on a form approved by Mason prior to the start of this Contract. Any SOW that does not conform to the pre-approved SOW form shall be void even if approved by Mason. Additionally, the SOW shall be limited to modifications to the scope of the engagement or other changes to the work to be performed under this Contract; any other terms contained in a SOW shall be void and have no effect even if approved by Mason. Other than changes to the scope of the engagement or the work to be performed under this Contract, Contractor may not change, modify, add, supersede, or remove any term from this Contract through a SOW.

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

IV. PRICE SCHEDULE: The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

Negotiated price schedule will be inserted here.

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 selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 (*or as selected in Payment Terms / Method of Payment*), after receipt of invoice in the accounts payable email inbox.

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

- A. This signed form;
- B. Data Security Addendum (attached);
- C. Negotiation Response(s) dated XXXXX (attached);
- D. RFP No. GMU-XXXX-XX, in its entirety (attached);
- E. Contractor’s proposal dated XXXXXX (attached);
- F. Contractor’s Statement of Work template (attached).

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

<https://vascupp.org>.

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

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor 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 Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this 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. NON-EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- GG. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for five (5) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the 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.

JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a “Campus Security Authority (CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”

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

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

LL. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.

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

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

OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (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/>.

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

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.

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

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

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

Contract.

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

**Data Security Addendum for inclusion in GMU-GL0510-24 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 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.

Selected Firm/Vendor

George Mason University

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

Offerors are asked to address the following criterion in their proposal: *Service, Management and Administrative, Quality Control, Financial, and Experience/References*. This can be done using the attached spreadsheet (*VHEAP Document Remediation and Braille RFP Criteria.xlsx*) or by addressing each of the sections listed below (**PLEASE NOTE:** The *Services* Criteria may also be covered by addressing any applicable service offerings in the [STATEMENT OF NEEDS](#) section:

Management and Administrative Criteria (MANDATORY RESPONSES)	Vendor Response	Comments/Notes
The firms shall provide an ease of scheduling with near immediate response, flexibility to make last minute request, and a mobile-friendly method of requesting services.		
Describe technical support offered by the firm both for the agency's disability support services team as well as support for individuals who will use the service.		
Describe how the firm addresses points of contact for immediate support and trouble-shooting solutions.		
Describe confidentiality/non-disclosure/copyright agreements which covers employees/sub-contractors.		
A dedicated account manager for the Commonwealth of Virginia is required.		
Firms should expect security, accessibility, and other institutional reviews of their products and services under consideration.		
Reporting structures must be developed to allow for the aggregation of services requested for all participating entities. The reports generated shall be delivered to the University in a timely manner to allow for tracking to be available to participating agencies on January 1st and July 1st of each year for the duration of the contract award.		

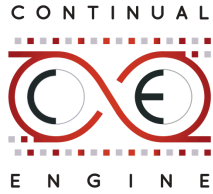
Firms shall describe how long files and other University information remains on their servers.		
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Quality Control Criteria (MANDATORY RESPONSES)	Vendor Response	Comments/Notes
Describe your company's quality control processes and procedures.		
Describe your qualification/certifications of the staff performing the quality control/proofing of production materials and their respective roles in the production process.		
Describe the step-by-step process your company would undertake to produce a complete request for a document, textbook, etc., especially one in a STEM field.		
Describe any process by which edits can be requested. For example, if there is a critical typo or mistranslation of a specialized code, how can the customer request a change?		

Financial Criteria (MANDATORY RESPONSES)	Vendor Response	Comments/Notes
<p>Each format may require an individualized quote and timeline due to complexity of content, please provide the following information to the extent that it can be estimated for any services that you identified in the <i>Services Criteria</i> section: Consider the following:</p> <p>(1) Information related to turnaround times (TATs); (2) What counts as a business day; (3) Per-page vs. bulk pricing comparison; and (4) standard vs. rush production costs for the following:</p>		
Documents		
STEAM Documents		
Large Print/Enlarged Content		
Braille		<p>Describe the timeframes necessary for braille production, noting if different types of braille have different TATs. Include information related to what an agency would need to provide to ensure timely services. See <i>Services Criteria worksheet</i> for a breakdown of the areas to consider.</p>

Tactile Graphics		Please differentiate for services related to 3D-printing, use of swell paper, embossing, and any other formats not specified.
If your company offers any additional related products or services not specifically requested in this RFP, provide a detailed description of the product/service and the related cost.		
The offeror shall provide information as it relates to the following options:		
Options for centralized and decentralized accounts/self-managed administrative structures (e.g. master account, sub-accounts, etc.) along with associated billing options shall be provided (e.g., <i>One agency may utilize a centralized document remediation effort where all billing is to one department, another may have a distributed effort where each department is responsible for their own payment, and another may have a combination.</i>).		
Options for pre-payment and pay-as-you-go options.		
Acceptable remittance options shall include agency purchase order and/or Purchasing credit card.		
Should the wrong file be uploaded and the vendor is notified within 1 hr. of upload, the agency shall have the opportunity to cancel the service or be provided a refund for services.		

Experience and References Criteria (MANDATORY RESPONSES)	Vendor Response	Comments/Notes
Describe your company's experience in working with educational institutions. If you've worked with colleges or universities, be sure to provide details about that experience.		
Provide references for work that you have done for other institutions.		
Describe any additional information that would provide further insight into your company's ability to provide accessible content.		



George Mason University
+
Continual Engine

Proposal for Document Remediation Services

July 1st, 2024

Prepared for:
George Mason University
Purchasing Department
4400 University Drive, MS 3C1,
Fairfax, VA 22030

Prepared by:
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5900 Balcones Drive,
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78731

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Executive Summary (Proposal Reference XII.B.2)

Continual Engine ('CE') is pleased to make a proposal to **George Mason University** ('Mason') for the remediation of documents with the goal of making them fully accessible and compliant when requested by students, faculty, and any departments across **Mason**. **Continual Engine** understands that **Mason** is committed to providing accessible resources for learners and end-users of their digital content and is working towards a consistent approach to making documents fully accessible and ADA-compliant. We are thrilled to be exploring a partnership to support and assist Mason on this accessibility journey.

Based on the Request for Proposal (RFP) requirement issued on May 29th, 2024, Continual Engine is sharing a detailed proposal for document accessibility (for a range of document types including, but not limited to, PDFs, text documents, spreadsheets, presentations, ePUB, scanned PDF, PDF forms, and other forms, and STEAM Content Accessibility. This proposal addresses the overall expectations, scope of work, turnaround times, process, quality control, experience/references, pricing, and other requested information. In addition, we have included company details, team and workflow information.

Continual Engine understands that selecting a provider who has experience in the nuances of accessibility while ensuring high-quality, compliant, and accessible content resources is important. Our team has collaborated with multiple leading educational clients (currently and in the past) to do just that.

Continual Engine is guided by over two decades of experience and expertise in building, designing, and implementing accessibility with a mission to transform accessibility and learning. Our unique approach combines our proprietary best-in-class artificial intelligence technology solutions with the insights and knowledge from our in-house accessibility and subject matter experts to provide fully accessible and compliant digital content to our clients. In addition to designing and developing our own accessibility solutions, powered by deep learning and computer vision artificial intelligence (AI) algorithms, we also have an experienced team of accessibility, remediation, and subject matter experts with expertise in remediating educational content.

We look forward to the opportunity to bring our experience to George Mason University and to provide fully accessible documents that meet and exceed your compliance and end-user needs.

Best Regards,



Vijayshree (VJ) Vethantham

Senior Vice-President, Growth & Strategy

Continual Engine US LLC

Phone: 315.807.1450

Email: vijayshree.vethantham@continualengine.com

1. About Continual Engine and Our Solutions (XII.B.3.a)

[Continual Engine](#) is an award-winning artificial intelligence (AI) technology providing end-to-end accessibility services and solutions.

We leverage our closed proprietary AI suite of solutions in collaboration with an in-house team of accessibility and subject-matter experts to drive scale, exponential efficiencies, and savings in costs and time. Our clients include several well-known educational institutions, publishers, and global organizations such as Pearson Education, Macmillan Learning, George Mason University, Virginia Tech University, Stanford University, and more. We believe in putting people at the center of our solutions which means all our solutions and services incorporate the end-user perspective and go beyond compliance. We value partnering with educational institutions and learning organizations that bring us critical insights from the end-users, thus enabling us to continue fine-tuning our offerings and approach.

2. Our Proprietary Artificial Intelligence Solutions (XII.B.3.a)

2.1 Our AI Enabled Tools

All our solutions operate in a closed proprietary environment and are designed and developed in-house and in close collaboration with accessibility champions and experts. As a technology company with over two decades of deep experience working in education, accessibility, and content, we understand that high-quality outcomes for accessibility result from combining technological innovations and advancements with expert-led processes and workflows.

Our technology solutions listed below are a reflection of our passion for accessibility while we deeply invest in our team of subject matter experts, accessibility specialists, and technology leaders to ensure that our clients experience high levels of accuracy while using our solutions or services.

2.1.1 PREP (Document Accessibility Tool)

[PREP \(PDF and Document Remediation Platform\)](#) is an artificial intelligence-led, cloud-based platform that was designed and developed to fast-track high-quality accessibility for documents (PDFs, Word, PowerPoint, and more). PREP automates 90% of the tagging for PDF documents while providing an intuitive user interface for final checks combined with an in-built accessibility checker. Currently, PREP is the only document remediation tool with the ability to automatically generate alt text for Math equations, formulae, graphs, Chemistry structures, tables, and similar images, which exponentially reduces the time for remediation of complex documents. In addition, PREP offers the ability for organizations and educational institutions to directly submit documents for remediation through a secure, collaborative, and easy user interface. Continual Engine's team of in-house experts return accessible versions of the documents quickly and efficiently while enabling clients to process payments using pre-determined pricing.

2.1.2 Invicta™ (Image and Video Accessibility Tool)

[Invicta™](#), Continual Engine's award-winning AI solution, automates accurate alt text generation for

complex images in various disciplines. It enhances accessibility workflow efficiency by creating compliant alt-text descriptions and automating extended audio descriptions for videos. The output undergoes quality checks by our in-house accessibility professionals and subject matter experts.

2.2 Our Accessibility Services (XII.B.3.a)

Our goal is to make digital experiences work for everyone, regardless of their abilities. [Our accessibility solutions](#) enable educational institutions, publishers, and businesses to offer inclusive access to digital content through customized services, Software-as-a-Services (SaaS) model, APIs, and cloud-based subscriptions. We offer comprehensive accessibility solutions to make all formats of digital content accessible and available to everyone. These include:

1. Document Remediation (PDF, PPT, Word, ePub, HTML and other formats)
2. Image Accessibility
3. Video Accessibility
4. Website Accessibility
5. Color Contrast and Image Corrections
6. Online Course Accessibility
7. WCAG Compliance

2.2.1 About Document Remediation (XII.B.3.a)

At Continual Engine, we prioritize efficiency without compromising quality. Our commitment is to empower our clients with accessible content, fostering inclusivity and compliance. Our AI-driven solutions ensure swift and accurate remediation, enhancing the accessibility of your content. We cater to various document formats from PDFs, Excels, PPTs, ePUB, HTML, to Image alt text in text, MathML and LaTeX formats, making them compliant with leading accessibility standards and most of all, ensuring the end-user has an equitable experience. Leveraging advanced AI tools and in-house experts allows us to offer quick turnaround times and affordable pricing. We are dedicated to transforming your digital content into accessible and inclusive formats.

3. Project Scope (XI. STATEMENT OF NEEDS)

George Mason University is seeking assistance from Continual Engine to improve the accessibility of their documents types including, but not limited to:

1. Text documents, spreadsheets, presentations, ePub, PDF (including PDF forms)
2. STEAM content remediating PDFs, HTML, MathML, and LaTeX
3. Remediation with enlarge documents to be delivered in both printed and digital format.
4. Documents must be reflowable to the fullest extent possible. Where not possible (e.g., tables) the proper accessible markup must be used dependent on the output filetype (e.g., proper table markup for PDF/UA for PDFs)
5. Ensuring compliance with WCAG 2.1 AA, PDF/UA, W3C's EPUB Accessibility 1.1 guidelines.
6. Compatible with screen readers and other assistive technologies
7. Inclusion of features such as alternative text for images, appropriate heading structures, accessible tables, and meaningful and navigable links
8. Ensuring features like text readability, color contrast, and keyboard navigation

George Mason teams can regularly submit and track the documents which need to be made accessible via the secure PREP Remediation Services Platform. The Continual Engine team will remediate these documents, conduct audit checks on external resources, and return completely accessible and tested documents to George Mason University along with compliance reports via the PREP RSP.

4. Timelines (XI.Timelines.1)

Turnaround Times (in business days)				
Category	Pages	Simple	Medium	Complex
Documents	0 to 100	3	4	5
	100 to 250	4	6	7
	250 to 500	5	7	9
	500 to 1,000	5	8	10
	1,000 to 5,000	Under 15 days	Under 20 days	Under 25 days
STEAM Content	0 to 100	3	4	5
	100 to 250	4	6	7
	250 to 500	5	7	9
	500 to 1,000	5	8	10
	1,000 to 5000	Under 15 days	Under 20 days	Under 25 days

We prioritize efficient timelines without compromising quality. Documents undergo a meticulous review process where our team collaborates closely, leveraging our interactive remediation ecosystem. This approach allows for swift identification and resolution of any issues, ensuring timely delivery of accessible documents that meet client expectations.

Category	Pages	Turnaround Times (in business days)
Large Prints	0 to 1,000	7
	1,000 to 5,000	10

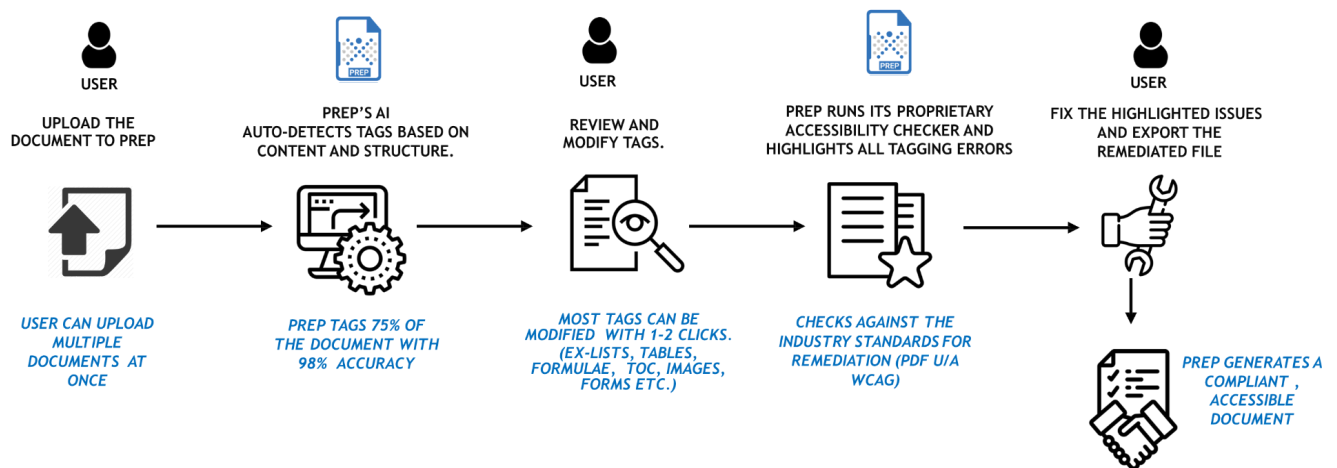
4.1 Workflow: Step-by-Step Process for Accessible Documents (XI.Timelines.3)

Once the documents are received, the Continual Engine team will complete an evaluation of the documents, and engage our team of in-house experts located in India to complete the following steps:

1. **Download and Assignment:** The team downloads the document and instructions from the portal and assigns it to the relevant team based on its structure and type.
2. **PREP Upload and Automatic Tagging:** The remediator uploads the document to PREP, which automatically tags 90% of the document with 95% accuracy. ePubs are converted to PDFs and uploaded to PREP.
3. **For PPTs:** Use in-built Accessibility Checker to highlight the untagged and inaccurate elements and address the issues flagged.
4. **Review and Adjustments:** The remediator reviews and adjusts the tagging done by PREP and tags the untagged portions, then exports images/formulas/graphs/charts etc. in an Excel sheet with a single click and shares it with the Alt Text team.
5. **Alt Text Generation and Review:** The SMEs utilize Invicta™ to generate and review AI-enabled alt text and make necessary adjustments according to the surrounding texts of the images/formulas/graphs/charts etc. Invicta also has the ability to generate **automated MathML and LaTeX with a single click**. This enables our teams to handle STEAM documents with ease.
6. **Integration and Final Adjustments:** The remediator uploads the alt text into the PDF with a single click and makes final adjustments, ensuring compliance with WCAG 2.2 AA and PDF/UA standards using PREP's accessibility checker.
7. **Final Accessibility Testing:** The document undergoes final testing by the screen reader team to ensure a positive and complete end-user experience.
8. **Upload to Portal:** After all checks are completed, the document along with the compliance report are uploaded to the portal for client access.

This thorough process ensures that the final textbooks are not only accurate and accessible but also meets the highest standards of quality and usability for all users.

4.1.1 Utilizing PREP: AI-enabled Document Accessibility (XII.B.4.b)



1. Continual Engine begins by uploading documents onto PREP, where multiple files can be processed simultaneously.
2. The team of accessibility experts harness the power of PREP's AI detection, which automatically tags 80-100% of the document's content and structure.
3. Then, a manual review is completed where tags are modified effortlessly using 1-2 click smart tagging features.
4. The next step involves adding alt text for images, checking the appropriate heading structures, tables, navigable links, lists, or other complex elements to ensure proper tagging.
5. Utilizing PREP's Accessibility Checker, which evaluates documents against WCAG 2.2 and PDF UA standards, the Continual Engine team ensures compliance with leading accessibility criteria.
6. Upon rectifying any highlighted issues, the document can be exported to the desired format and then tested manually to fix any unexpected issues.

4.1.2 Enlarging Documents with PREP (XI.C)

PREP, Continual Engine's automated document remediation tool, excels in providing comprehensive accessibility services for enlarging documents, including those with complex layouts such as multiple columns of text, graphs, tables, and images. PREP's advanced features ensure that all content is accessible, readable, and compliant with industry standards.

Key Features of PREP for Enlarging Documents (XI.C):

1. **Content Resizing and Complex Layouts:**
 - Allows users to enlarge text to a desired font size, ensuring readability without compromising the document's layout and structure.
 - Intelligently resizes text in documents with complex layouts, such as multiple columns, maintaining organization and readability.
 - Proportionally resizes graphs, tables, and images, preserving their integrity and context within the document.
2. **Accessibility Compliance:**
 - Ensures that resized content meets accessibility standards, such as WCAG, providing an inclusive experience for all users.
 - Automatically adjust the document's layout to prevent any overlap or distortion of content.

Incorporating Content Enlargement into the PREP Workflow (XI.C):

1. **Upload and Analyze:**
 - Users upload the document to PREP, where it undergoes an initial analysis to identify text, images, tables, and other elements.
2. **Select Enlargement Options:**
 - Users select the desired font size for the document. PREP provides a range of sizes to choose from, accommodating various visual needs.
3. **Automatic Resizing:**
 - PREP automatically resizes the text, adjusting the layout to ensure all elements fit cohesively. This includes reflowing text in multiple columns, resizing images, and adjusting tables.

- For non-reflowable content (e.g., tables), PREP uses proper accessible markup specific to the output file type (e.g., proper table markup for PDF/UA for PDFs).
- 4. **Preview and Adjust:**
 - Users can preview the enlarged document, making any necessary adjustments to ensure optimal readability and layout integrity.
- 5. **Finalize and Output:**
 - Once satisfied with the enlarged document, users can finalize the changes. PREP ensures that the document is compatible with screen readers and other assistive technologies.
 - Documents are delivered in both printed and digital formats, with electronic documents being reflowable to the fullest extent possible. Where reflowing is not possible, the proper accessible markup is used.
 - Ensures that documents conform to industry standards and specifications for accessibility, such as PDF/UA for PDFs and EPUB Accessibility 1.1 for EPUBs.
- 6. **Delivery:**
 - The finalized document is made available for download in the required formats. Printed versions maintain the enlarged content's readability and layout integrity.
 - Digital versions are tested for compatibility with screen readers and other assistive technologies, ensuring a seamless and accessible experience for all users.

By incorporating these detailed steps into the PREP workflow, Continual Engine ensures that all enlarged documents, regardless of complexity, are accessible, readable, and compliant with industry standards, providing a comprehensive solution for document accessibility.

4.2 Handling Rush Requests and High-Volumes (XI.Budget and Pricing)

Continual Engine excels at managing rush requests and high-volume projects thanks to our unique methodology. Our AI-powered tools, streamlined processes, and a large team of in-house remediators and alt text experts enable us to efficiently handle large workloads without compromising quality or accuracy. Our tools can process high volumes of pages and images in a single day, and our solutions are designed to easily enable collaboration, where multiple remediators can collaborate and work together on one project. This synchronous working environment and interactive remediation ecosystem allow our team to seamlessly interact with each other, ensuring timely delivery even under tight deadlines.

4.3 How to Request Edits (XI.Quality Control.4)

To request edits or revisions, you can follow a simple process:

1. **Visit the Portal:** Go to our Remediation Services Platform (RSP) portal.
2. **Raise a Ticket:** Raise a ticket against the document where the issue is. Simply click on the document and then "Raise a ticket" option.
3. **Provide Credentials:** Enter your credentials, including your name, email, and a detailed description of the problem.
4. **Submit the Request:** Once submitted, our Continual Engine team will review your request.

We will respond with a solution or further assistance within 1-2 business days (based on priority level), ensuring your document is accurate and meets your specifications.

5. Quality Process and Checks (XI.Quality Control.1)

Continual Engine implements the highest levels of quality control processes to uphold superior standards of document accessibility and accuracy. Our approach involves tailored quality checks for various content types, blending advanced automated tools with expert oversight. This ensures comprehensive compliance and enhances the overall end-user experience.

1. Document Processing:

In-House Remediation Tool (PREP): Our proprietary tool, PREP, features an inbuilt accessibility checker that ensures any document being exported meets WCAG 2.2 AA and PDF/UA compliance standards. This automated check guarantees that the initial accessibility requirements are met.

2. Image Processing:

Invicta™ for Alt Text Generation: For images and formulas, our AI-enabled tool Invicta generates automated alt text. This alt text is then reviewed by our subject matter experts (SMEs) to ensure quality and accuracy as per the surrounding texts. The verified alt text is precisely placed within the PDF to maintain context and clarity.

3. Final Validation:

Screen Reader Testing: Once the PDF is remediated and approved by our SMEs, it undergoes an additional round of quality control by our in-house screen reader users and experts. They meticulously check the document to ensure a seamless end-user experience, verifying that all accessibility features function correctly. The team of screen reader users is led by Dr Kumar who is a PHD scholar, STEM SME and also an integral part of our core team.

These comprehensive checks at various stages of the process ensure that the documents processed by Continual Engine's tools meet the highest standards of accessibility and usability.

6. Team Profiles (XI.Quality Control.2)

Continual Engine's **Document Remediation Team** consists of multiple in-house accessibility and subject matter experts including two visually impaired, former professors, PHD scholars and native screen reader users who mentor and guide our team on final accessibility checks. A few of the team members who will be working on this engagement are:

Mentor and Guide

Name: Dr B S M Kumar

Title: Content and Product Development Advisor

Background: Dr. Kumar comes with decades of experience and expertise in teaching, research, management, sourcing and procurement, and designing and developing curriculum. As a native screen reader user and academician, Dr. Kumar provides valuable insights, guidance, and mentorship to our accessibility teams.

Document Remediation Team

Name: Ashok Kumar

Title: Project Coordinator

Background: Ashok has over 13 years of experience and expertise in document remediation and digital accessibility. He also assists in coordinating projects and team onboarding.

Certifications: IAAP Certified ADS, CPACC & CSM

Name: PVL Saikumar

Title: Lead Tester and Team Lead

Background: With nearly five years of experience in document remediation, quality assurance, and end-user support, Sai is an expert in all facets of PDF document remediation. He has deep knowledge and familiarity working with multiple remediation tools and screen reader software.

Certifications: OAST Accessible PDF

Name: Abdul Wazid

Title: Senior Remediator

Background: Abdul has over 12 years of experience in document remediation/accessibility and has worked with several large universities focused on document remediation.

Certifications: IAAP-CPACC

Image Alternate Text (Alt Text) Team

Name: Lovedeep Garg

Title: Program Manager (+Team Lead), Alt Text Projects

Background: Lovedeep comes with over a decade of experience in learning, training, and developing accessibility guidelines and best practices. He works extensively on Science, Technology, Engineering, and Math disciplines with a focus on developing and managing a team who create alt text or image descriptions.

Qualifications: Master's in Mechanical Engineering and Machine Design

Name: Lalitha Srinivasan

Title: Project Manager (+Team Lead), Alt Text Projects

Background: Lalitha has several years of broad experience in authoring, reviewing, and managing quality on accessibility projects including alt text or image descriptions and remediation services.

Qualifications: Bachelors of Engineering in Biotechnology

7. Experience and References (XI.Experiences and References.1-3)

7.1 Experience and Learnings with Educational Institutions

Continual Engine has extensive experience partnering with several educational institutions to make their documents accessible. Over the years, we have collaborated with large and small universities and

colleges, providing top-notch document remediation services that ensure compliance with accessibility standards such as WCAG, Section 508, and ADA.

Key Learnings:

1. **Understanding Academic Requirements:** We have gained deep insights into the unique needs of academic institutions, including the importance of making a wide variety of documents accessible—from syllabi and lecture notes to research papers and multimedia content.
2. **Diverse Document Types:** Educational institutions use a vast array of document types, such as PDFs, Word documents, PowerPoint presentations, ePub files, and more. Our team is well-versed in remediating these formats to ensure they are accessible to all students, including those with disabilities.
3. **High Volume and Quick Turnarounds:** Academic institutions often require quick turnarounds, especially at the beginning of semesters or during exam periods. Continual Engine excels at managing high volumes of document remediation requests while maintaining exceptional quality and meeting tight deadlines.
4. **Complex Content:** Many academic documents contain complex content, including STEM materials with intricate formulas, charts, and diagrams. Our proprietary AI tools, like PREP and Invicta™, combined with our team's expertise, ensure that even the most complex content is made accessible accurately and efficiently. In fact, both tools were designed and developed with integral insights from higher educational accessibility teams.
5. **Custom Solutions:** We understand that each institution has its own set of standards and requirements. Continual Engine provides tailored solutions that align with the specific needs of each university or college, ensuring a seamless integration with their existing systems and workflows.

7.2 References

Name: Mark Nichols, Virginia Tech

Title: Senior Director Universal Design & Accessible Technologies

Phone: 540.231.3272

Email: mnichol1@vt.edu

Length of Service: 4+ years

Name: Sean Poley, Miami University

Title: Director, Accessible Technology

Phone: 513.529.1225

Email: poleysa@miamioh.edu

Length of Service: 3+ years

Name: Josiane Quitta, Reed University

Title: Accommodations Coordinator

Phone: 503-517-4917

Email: quittaj@reed.edu

Length of Service: 3+ years

8. Budget and Pricing (XI.Budget and Pricing)

Continual Engine understands that Mason is seeking a comprehensive solution that will enable an efficient approach to expanding their document accessibility initiative. Therefore, we are pleased to offer our remediation services pricing to support this endeavor.

Our pricing structure varies based on the content type and complexity to ensure fair and accurate pricing tailored to our clients' needs.

- 1. **Simple Documents:** These are mostly auto-tagged by PREP and other inhouse automated tools, resulting in a more cost-effective pricing model.
- 2. **Medium Complexity Documents:** These require some manual intervention but are generally straightforward. With some manual interventions and SMEs quality checks, they are remediated quickly. They are priced moderately to reflect the level of remediation needed.
- 3. **Complex Documents:** These include intricate elements such as complex images and formulas that require meticulous testing by subject matter experts (SMEs) to ensure accuracy and compliance. Consequently, complex documents have a higher per-page remediation rate to account for the additional expertise and testing involved.

This tiered pricing approach allows us to provide transparent and competitive pricing while ensuring that each document receives the appropriate level of attention and quality assurance based on its complexity and content type.

8.1 Document Category Classification (XI.Budget and Pricing)

Category	About PDF Complexity
Simple	If a PDF has 80% of its pages filled with text, headers, and images, and only 20% of its pages have simple tables, lists then we can classify it as a Simple PDF.
Medium	A PDF is considered to be of medium complexity if 60% of its pages contain text, headers, and images, while 40% of its pages contain simple table, list, formulas, simple forms and have good scanned quality.
Complex	If 60% of the pages in a PDF contain complex forms, tables and nested tables, and lists and nested lists, formulas while only 40% of its pages contain headings, lists, and text, and poor scanned quality, then it is classified as a complex PDF.

8.2 Document Remediation Services: Per Page Rates (XI.Budget and Pricing)

8.2.1 Ongoing Costs:

Documents (PDFs)	Per Page Rate	Rush Requests
Simple	\$1.25	Upto 10% additional for rush requests
Medium	\$2.00	
Complex	\$2.75	

Documents (PPTs, Excel, ePub & others)	Per Page/Slide/Sheet Rate	Rush Requests
Simple	\$1.00	Upto 10% additional for rush requests
Medium	\$1.50	
Complex	\$2.00	

STEAM Remediation Services (Per Page)

STEAM Content	Per Page Rate	Rush Requests
Simple	\$2.75	Upto 10% additional for rush requests
Medium	\$3.25	
Complex	\$4.00	

Enlarged Content	Per Page Rate	Rush Requests
Simple	\$2.00	Upto 10% additional for rush requests
Medium	\$2.75	
Complex	\$3.50	

Large Print (Pages)	Per Page Rate	Rush Requests
Upto 100	\$0.75	Upto 10% additional for rush requests
100 - 250	\$0.50	
250 - 500	\$0.40	
500 - 1000	\$0.25	
1000 - 2000	\$0.20	

Our rates include:

- 1. Complimentary Simple alt text for all images
- 2. Detailed alt text for STEM and similar images (where applicable)
- 3. PDF/UA & WCAG 2.2 AA compliance reports
- 4. Rework and revision until compliance is met

8.2.2 One-time Costs (Optional) (XI.Budget and Pricing)

Category	Cost
Customizing Remediation Services Platform (RSP)	\$500
SSO Login for Institute-wide Roll-out	\$500

* Costs will depend upon the level of customization and complexity of SSO integration.

What a Customizing RSP offers:

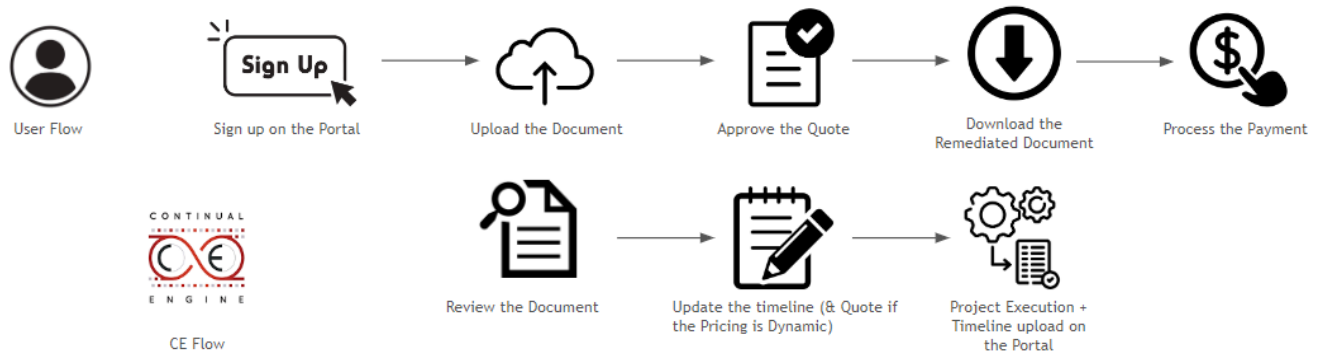
- 1. Super Admin control with department wise admin control
- 2. Customized department setup according to your needs
- 3. Project management capabilities.
- 4. Helpdesk and upto 4 tailored customized training sessions for different teams.

9. Support Services (XI.Budget and Pricing)

Continual Engine leverages our in-house, proprietary, secure PREP Remediation Services Platform (PREP RSP) to ensure a more streamlined experience. Right from when the Mason teams make a request until we deliver the fully accessible and tested documents, the PREP RSP experience provides visibility on the status of the requests, budgets/costs, and enables tracking key data based on departments, teams, or the entire Mason University system.

Mason has the option of initiating a new accessibility project request either using our integrated PREP Remediation Services Platform (PREP RSP) or by simply sending an email.

9.1 Continual Engine's Comprehensive Accessibility Workflow: PREP Remediation Services Platform (RSP)



Sharing your documents and managing invoices with PREP RSP is a straightforward process, involving simple steps:

1. **Sign up on the portal:** Signup at [PREP Remediation Services Platform](#) to access the portal.
2. **Upload the document(s):** You can upload multiple documents or formats at once.
3. **Approve the quote:** The portal automatically calculates the quote based on predetermined rates with the client. In instances where there are unique complexities to the document, the Continual Engine team can update the quote after assessing the complexity. After receiving approval, our team of accessibility experts initiates the project execution.
4. **Client receives the remediated document:** Once the documents are remediated, the Continual Engine team uploads the documents from the back end and the client receives a link to download the documents.
5. **Process the payment:** Upon successfully completing the project, Continual Engine will invoice the client and a payment can be made via credit card or online bank transfer.

10. Continual Engine's Additional Accessibility Services (XI.Budget and Pricing)

10.1 Course Accessibility Audits and Fixes

Continual Engine utilizes a comprehensive approach to remediate online courses and digital content, ensuring WCAG 2.1/ 2.2 AA accessibility compliance across various formats. This includes implementing structural changes, adding alternative text, providing captions and audio descriptions for multimedia content, and optimizing navigation for keyboard users. The deliverables must meet the specified

accessibility standards and requirements outlined. Webpages will meet or exceed compliance against ADA regulations and WCAG 2.1/ 2.2 AA guidelines, a PAC checker report will be provided for each PDF. Testing will be conducted to verify compliance and usability for individuals with disabilities.

Process Overview:

1. **Initial Assessment and Audit:** We start with a comprehensive audit using our AI-enabled web tool to identify accessibility issues across the courseware. This tool scans documents, images, multimedia, and web content to highlight areas that do not meet WCAG 2.1/2.2 AA standards.
2. **Document Remediation with PREP and other in-house tools:**
 - **Uploading Documents:** All course-related documents are uploaded to PREP, our AI-powered document remediation tool.
 - **Automated Remediation:** PREP automatically tags elements, corrects reading orders, and adds alternative text for images within documents.
 - **Human Verification:** Our accessibility experts review the remediated documents to ensure accuracy and completeness, making manual adjustments where necessary.
3. **Image Accessibility with Invicta™:**
 - **Image Analysis:** Images are processed through Invicta, our AI-driven tool for analyzing and tagging images with appropriate alternative text.
 - **Manual Review:** Human experts review the automatically generated alt-text to ensure it is accurate and contextually appropriate, making any necessary edits.
4. **Multimedia Accessibility:**
 - **Captions and Descriptions:** For video and audio content, Invicta and other inhouse tools automatically generate captions and audio descriptions.
 - **Quality Assurance:** Human experts verify the accuracy of captions and audio descriptions, ensuring they match the multimedia content precisely.
5. **Web Content Remediation:**
 - **Automated Analysis:** Our AI-enabled web tool scans web pages for accessibility issues, such as improper heading structures, missing ARIA labels, and non-compliant interactive elements.
 - **Remediation:** The tool suggests fixes, which are then implemented by our technical team.
 - **Expert Testing:** Accessibility experts conduct thorough testing to ensure that all web content meets WCAG 2.1/2.2 AA standards and is fully operable via keyboard and screen readers.
6. **Final Testing and Verification:**
 - **Comprehensive Testing:** After initial remediation, comprehensive testing is conducted to verify compliance and usability for individuals with disabilities.
 - **User Testing:** In some cases, testing is conducted with real users who have disabilities to gather feedback and ensure the content is genuinely accessible.
 - **Checker Report for PDFs:** A checker report is generated for each PDF to confirm compliance with accessibility standards.

7. Delivery and Continuous Monitoring:

- **Delivery of Accessible Content:** Once all content is verified, it is delivered to the client in a fully accessible format.
- **Ongoing Monitoring:** Continual Engine offers ongoing monitoring services to ensure that any new content added remains accessible and compliant with evolving standards.

By integrating advanced AI tools like PREP and Invicta with meticulous human oversight, Continual Engine ensures that courseware is fully accessible, providing an inclusive learning environment for all students.

Pricing: \$1,500 to \$2,000 per course

Assumptions: Each Course would contain (approximately):

1. Documents (Pages): 100 Pages
2. Images: 30
3. Videos (Minutes): 30
4. PPT (Slides): 50

10.2 Website Remediation:

Continual Engine utilizes cutting-edge technologies, including AI, machine learning, and advanced tools, to enhance website accessibility. Our process begins with automated audits against industry standards, followed by thorough manual verification and remediation by our expert team. This dual approach ensures comprehensive accessibility solutions tailored to each client's specific website needs.

Process Overview:

1. **Initial Assessment and Planning:** Evaluate current accessibility status and set compliance goals.
2. **Audit and Evaluation:** Conduct detailed audits using automated tools, manual testing, and assistive technology to assess navigation, keyboard accessibility, multimedia, forms, color contrast, and semantic markup.
3. **Audit Report:** Deliver comprehensive audit reports outlining issues and recommendations based on leading standards.
4. **Implementation and Testing:** Implement prioritized remediation plans, updating code, design elements, and navigation to improve accessibility. Rigorous testing ensures effectiveness and compliance.
5. **Validation and Compliance Assurance:** Validate compliance through thorough testing with assistive technologies and manual checks against WCAG 2.2 standards.
6. **Delivery:** Deliver the finalized, accessible website and provide ongoing monitoring and maintenance to ensure sustained compliance over time.

This structured approach guarantees that websites not only meet accessibility requirements but also maintain high standards of usability and inclusivity for all users.

Category	Hourly Rate
Website Audit + Reporting + Recommendations	\$10
Website Audit + Reporting + Remediation	\$15

Assumptions:

10.3 Video Remediation:

Continual Engine's video accessibility solutions combine cutting-edge automation with expert oversight to ensure inclusivity and quality. Our automated tool, Invicta, plays a crucial role by generating automated alt text for videos, making visual content accessible to users with disabilities. This process is complemented by our team of experts who meticulously review and enhance the alt text, ensuring accuracy and relevance to the video context. Together, these integrated approaches enable Continual Engine to deliver comprehensive video accessibility solutions that meet the highest standards of accessibility and user experience.

Process Overview:

- Evaluating Videos:** Upon receipt of the files, Continual Engine begins by evaluating videos for accessibility enhancement.
- Captioning and Transcription:** Videos are processed through Invicta™, our advanced tool that automatically captions and transcribes spoken content with precision.
- Audio Description Processing:** Invicta™ analyzes video frames to generate audio descriptions, improving accessibility for visually impaired audiences.
- Review and Correction:** Subject Matter Experts (SMEs) meticulously review the captions, transcripts, and audio descriptions. They make necessary corrections to ensure accuracy and clarity.
- Integration of Enhancements:** Invicta™ integrates the refined captions, transcripts, and audio descriptions back into the videos, enhancing their accessibility features.
- Continuous Improvement:** Throughout the process, SMEs provide critical input and training to Invicta™'s algorithms, refining their capabilities and ensuring consistent high accuracy in future tasks.

This structured approach ensures that videos processed by Continual Engine not only meet accessibility standards but also provide a seamless and inclusive viewing experience for all users.

Rates:

Category	File Format	Pricing	Unit
Captioning File	SRT/VTT	\$1.50	Per Minute
Transcript File	TXT/VTT	\$1.00	Per Minute
Descriptive Transcript for audio Description	HTML	\$9.00	Per Minute
Complete Bundle (Caption file, Descriptive Transcript, Transcript of video)	HTML/TXT/SRT	\$11.00	Per Minute
Descriptive Video(Having audio descriptions for visuals embedded)	Mp4	\$9.00	Per Minute
Descriptive Video and Captioning File	MP4 & SRT/VTT	\$10.00	Per Minute

**Volume-based discounts are available*

11. Payment Terms/Method of Payment (Section XII.B.1.e/Section XVI)

- Preference 1: Virtual Payables credit card program. We will submit an invoice which can be paid via credit card.
- Preference 2: We will enroll in Paymode-X for electronic payments into our bank account

Our Invoices will 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

12. Regulatory Compliance (XII.B.6.a-d)

1. **Are you and/or your subcontractor currently involved in litigation with any party?**
 - No, we are not 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.**
 - No, we are currently under any investigation or action from any state, local, federal, or regulatory.
3. **Please list all lawsuits that involved your firm or any subcontractor in the last three years.**
 - None, we have not been involved in any lawsuits.
4. **In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.**
 - No, our firm's name has not changed in the last 10 years.

13. Conclusion

We look forward to hearing your reactions to our proposal and are looking forward to partnering with you and the **Mason** team on this opportunity. If you have any questions or need additional information, please contact Vijayshree (VJ) Vethantham at vijayshree.vethantham@continualengine.com.

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: Continual Engine US LLC

Preparer Name: Vijayshree Vethantham **Date:** 06/28/2024

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, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580; <http://fiscal.gmu.edu/purchasing/>



REQUEST FOR PROPOSALS GMU-GL0510-24

ISSUE DATE: May 29, 2024

TITLE: Document Remediation & Braille Services/Software

PRIMARY PROCUREMENT OFFICER: Grace Lymas, Assistant Director
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on June 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 June 12, 2024.

PROPOSAL DUE DATE AND TIME: July 1, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

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: Continual Engine US LLC

Date: 6/28/2024

DBA: Continual Engine US LLC

Address: 5900 Balcones Drive Suite 8078

Austin, Texas 78731

By: 
Signature

FEI/FIN No. 82-3918170

Name: Vijayshree Vethantham

Fax No.

Title: SVP, Growth & Strategy

Email: vijayshree.vethantham@continualengine.com

Telephone No. 315.807.1450

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

SWaM Certification Number: NA

☒ Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information.

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.

**Data Security Addendum for inclusion in GMU-GL0510-24 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 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.

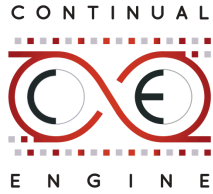
IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

Selected Firm/Vendor


Signature
Name: Vijayshree Vethantham
Title: SVP, Growth & Strategy
Date: 06/28/2024

George Mason University

Signature
Name: _____
Title: _____
Date: _____



George Mason University

+

Continual Engine

Pricing Proposal for Document Remediation

Services

July 1st, 2024

Prepared for:

George Mason University

Purchasing Department

4400 University Drive, MS 3C1,

Fairfax, VA 22030

Prepared by:

Continual Engine US LLC

5900 Balcones Drive,

Suite 8078 Austin, Texas

78731

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Proposal Map: Sections Corresponding to Proposal

Proposal Section	Corresponding in Response Section
Timelines	1. Timelines
Proposed Pricing	2. Budget and Pricing
Budget and Pricing:	3. Continual Engine’s Additional Accessibility Services

1. Timelines (XI.Timelines.1)

Turnaround Times (in business days)				
Category	Pages	Simple	Medium	Complex
Documents	0 to 100	3	4	5
	100 to 250	4	6	7
	250 to 500	5	7	9
	500 to 1,000	5	8	10
	1,000 to 5,000	Under 15 days	Under 20 days	Under 25 days
STEAM Content	0 to 100	3	4	5
	100 to 250	4	6	7
	250 to 500	5	7	9
	500 to 1,000	5	8	10
	1,000 to 5000	Under 15 days	Under 20 days	Under 25 days

We prioritize efficient timelines without compromising quality. Documents undergo a meticulous review process where our team collaborates closely, leveraging our interactive remediation ecosystem. This approach allows for swift identification and resolution of any issues, ensuring timely delivery of accessible documents that meet client expectations.

Category	Pages	Turnaround Times (in business days)
Large Prints	0 to 1,000	7
	1,000 to 5,000	10

2. Budget and Pricing (XI.Budget and Pricing)

Continual Engine understands that Mason is seeking a comprehensive solution that will enable an efficient approach to expanding their document accessibility initiative. Therefore, we are pleased to offer our remediation services pricing to support this endeavor.

Our pricing structure varies based on the content type and complexity to ensure fair and accurate pricing tailored to our clients' needs.

- 1. **Simple Documents:** These are mostly auto-tagged by PREP and other inhouse automated tools, resulting in a more cost-effective pricing model.
- 2. **Medium Complexity Documents:** These require some manual intervention but are generally straightforward. With some manual interventions and SMEs quality checks, they are remediated quickly. They are priced moderately to reflect the level of remediation needed.
- 3. **Complex Documents:** These include intricate elements such as complex images and formulas that require meticulous testing by subject matter experts (SMEs) to ensure accuracy and compliance. Consequently, complex documents have a higher per-page remediation rate to account for the additional expertise and testing involved.

This tiered pricing approach allows us to provide transparent and competitive pricing while ensuring that each document receives the appropriate level of attention and quality assurance based on its complexity and content type.

2.1 Document Category Classification (XI.Budget and Pricing)

Category	About PDF Complexity
Simple	If a PDF has 80% of its pages filled with text, headers, and images, and only 20% of its pages have simple tables, lists then we can classify it as a Simple PDF.
Medium	A PDF is considered to be of medium complexity if 60% of its pages contain text, headers, and images, while 40% of its pages contain simple table, list, formulas, simple forms and have good scanned quality.
Complex	If 60% of the pages in a PDF contain complex forms, tables and nested tables, and lists and nested lists, formulas while only 40% of its pages contain headings, lists, and text, and poor scanned quality, then it is classified as a complex PDF.

2.2 Document Remediation Services: Per Page Rates (XI.Budget and Pricing)

2.2.1 Ongoing Costs:

Documents (PDFs)	Per Page Rate	Rush Requests
Simple	\$1.25	Upto 10% additional for rush requests
Medium	\$2.00	
Complex	\$2.75	

Documents (PPTs, Excel, ePub & others)	Per Page/Slide/Sheet Rate	Rush Requests
Simple	\$1.00	Upto 10% additional for rush requests
Medium	\$1.50	
Complex	\$2.00	

STEAM Remediation Services (Per Page)

STEAM Content	Per Page Rate	Rush Requests
Simple	\$2.75	Upto 10% additional for rush requests
Medium	\$3.25	
Complex	\$4.00	

Enlarged Content	Per Page Rate	Rush Requests
Simple	\$2.00	Upto 10% additional for rush requests
Medium	\$2.75	
Complex	\$3.50	

Large Print (Pages)	Per Page Rate	Rush Requests
Upto 100	\$0.75	Upto 10% additional for rush requests
100 - 250	\$0.50	
250 - 500	\$0.40	
500 - 1000	\$0.25	
1000 - 2000	\$0.20	

Our rates include:

- 1. Complimentary Simple alt text for all images
- 2. Detailed alt text for STEM and similar images (where applicable)
- 3. PDF/UA & WCAG 2.2 AA compliance reports
- 4. Rework and revision until compliance is met

2.2.2 One-time Costs (Optional) (XI.Budget and Pricing)

Category	Cost
Customizing Remediation Services Platform (RSP)	\$500
SSO Login for Institute-wide Roll-out	\$500

** Costs will depend upon the level of customization and complexity of SSO integration.*

What a Customizing RSP offers:

- 1. Super Admin control with department wise admin control
- 2. Customized department setup according to your needs
- 3. Project management capabilities.
- 4. Helpdesk and upto 4 tailored customized training sessions for different teams.

3. Continual Engine's Additional Accessibility Services (XI.Budget and Pricing)

3.1 Course Accessibility Audits and Fixes

Continual Engine utilizes a comprehensive approach to remediate online courses and digital content, ensuring WCAG 2.1/ 2.2 AA accessibility compliance across various formats. This includes implementing structural changes, adding alternative text, providing captions and audio descriptions for multimedia content, and optimizing navigation for keyboard users. The deliverables must meet the specified accessibility standards and requirements outlined. Webpages will meet or exceed compliance against ADA regulations and WCAG 2.1/ 2.2 AA guidelines, a PAC checker report will be provided for each PDF. Testing will be conducted to verify compliance and usability for individuals with disabilities.

Process Overview:

1. **Initial Assessment and Audit:** We start with a comprehensive audit using our AI-enabled web tool to identify accessibility issues across the courseware. This tool scans documents, images, multimedia, and web content to highlight areas that do not meet WCAG 2.1/2.2 AA standards.
2. **Document Remediation with PREP and other in-house tools:**
 - **Uploading Documents:** All course-related documents are uploaded to PREP, our AI-powered document remediation tool.
 - **Automated Remediation:** PREP automatically tags elements, corrects reading orders, and adds alternative text for images within documents.
 - **Human Verification:** Our accessibility experts review the remediated documents to ensure accuracy and completeness, making manual adjustments where necessary.
3. **Image Accessibility with Invicta™:**
 - **Image Analysis:** Images are processed through Invicta, our AI-driven tool for analyzing and tagging images with appropriate alternative text.
 - **Manual Review:** Human experts review the automatically generated alt-text to ensure it is accurate and contextually appropriate, making any necessary edits.
4. **Multimedia Accessibility:**
 - **Captions and Descriptions:** For video and audio content, Invicta and other inhouse tools automatically generate captions and audio descriptions.
 - **Quality Assurance:** Human experts verify the accuracy of captions and audio descriptions, ensuring they match the multimedia content precisely.
5. **Web Content Remediation:**
 - **Automated Analysis:** Our AI-enabled web tool scans web pages for accessibility issues, such as improper heading structures, missing ARIA labels, and non-compliant interactive elements.
 - **Remediation:** The tool suggests fixes, which are then implemented by our technical team.

- **Expert Testing:** Accessibility experts conduct thorough testing to ensure that all web content meets WCAG 2.1/2.2 AA standards and is fully operable via keyboard and screen readers.

6. **Final Testing and Verification:**

- **Comprehensive Testing:** After initial remediation, comprehensive testing is conducted to verify compliance and usability for individuals with disabilities.
- **User Testing:** In some cases, testing is conducted with real users who have disabilities to gather feedback and ensure the content is genuinely accessible.
- **Checker Report for PDFs:** A checker report is generated for each PDF to confirm compliance with accessibility standards.

7. **Delivery and Continuous Monitoring:**

- **Delivery of Accessible Content:** Once all content is verified, it is delivered to the client in a fully accessible format.
- **Ongoing Monitoring:** Continual Engine offers ongoing monitoring services to ensure that any new content added remains accessible and compliant with evolving standards.

By integrating advanced AI tools like PREP and Invicta with meticulous human oversight, Continual Engine ensures that courseware is fully accessible, providing an inclusive learning environment for all students.

3.1.1 Pricing: \$1,500 to \$2,000 per course

Assumptions: Each Course would contain (approximately):

1. Documents (Pages): 100 Pages
2. Images: 30
3. Videos (Minutes): 30
4. PPT (Slides): 50

3.2 Website Remediation:

Continual Engine utilizes cutting-edge technologies, including AI, machine learning, and advanced tools, to enhance website accessibility. Our process begins with automated audits against industry standards, followed by thorough manual verification and remediation by our expert team. This dual approach ensures comprehensive accessibility solutions tailored to each client's specific website needs.

Process Overview:

1. **Initial Assessment and Planning:** Evaluate current accessibility status and set compliance goals.
2. **Audit and Evaluation:** Conduct detailed audits using automated tools, manual testing, and assistive technology to assess navigation, keyboard accessibility, multimedia, forms, color contrast, and semantic markup.
3. **Audit Report:** Deliver comprehensive audit reports outlining issues and recommendations based on leading standards.

- 4. **Implementation and Testing:** Implement prioritized remediation plans, updating code, design elements, and navigation to improve accessibility. Rigorous testing ensures effectiveness and compliance.
- 5. **Validation and Compliance Assurance:** Validate compliance through thorough testing with assistive technologies and manual checks against WCAG 2.2 standards.
- 6. **Delivery:** Deliver the finalized, accessible website and provide ongoing monitoring and maintenance to ensure sustained compliance over time.

This structured approach guarantees that websites not only meet accessibility requirements but also maintain high standards of usability and inclusivity for all users.

3.2.1 Pricing:

Category	Hourly Rate
Website Audit + Reporting + Recommendations	\$10
Website Audit + Reporting + Remediation	\$15

Assumptions:

3.3 Video Remediation:

Continual Engine's video accessibility solutions combine cutting-edge automation with expert oversight to ensure inclusivity and quality. Our automated tool, Invicta, plays a crucial role by generating automated alt text for videos, making visual content accessible to users with disabilities. This process is complemented by our team of experts who meticulously review and enhance the alt text, ensuring accuracy and relevance to the video context. Together, these integrated approaches enable Continual Engine to deliver comprehensive video accessibility solutions that meet the highest standards of accessibility and user experience.

Process Overview:

- 1. **Evaluating Videos:** Upon receipt of the files, Continual Engine begins by evaluating videos for accessibility enhancement.
- 2. **Captioning and Transcription:** Videos are processed through Invicta™, our advanced tool that automatically captions and transcribes spoken content with precision.
- 3. **Audio Description Processing:** Invicta™ analyzes video frames to generate audio descriptions, improving accessibility for visually impaired audiences.
- 4. **Review and Correction:** Subject Matter Experts (SMEs) meticulously review the captions, transcripts, and audio descriptions. They make necessary corrections to ensure accuracy and clarity.
- 5. **Integration of Enhancements:** Invicta™ integrates the refined captions, transcripts, and audio descriptions back into the videos, enhancing their accessibility features.

6. **Continuous Improvement:** Throughout the process, SMEs provide critical input and training to Invicta™'s algorithms, refining their capabilities and ensuring consistent high accuracy in future tasks.

This structured approach ensures that videos processed by Continual Engine not only meet accessibility standards but also provide a seamless and inclusive viewing experience for all users.

3.3.1 Pricing:

Category	File Format	Pricing	Unit
Captioning File	SRT/VTT	\$1.50	Per Minute
Transcript File	TXT/VTT	\$1.00	Per Minute
Descriptive Transcript for audio Description	HTML	\$9.00	Per Minute
Complete Bundle (Caption file, Descriptive Transcript, Transcript of video)	HTML/TXT/SRT	\$11.00	Per Minute
Descriptive Video(Having audio descriptions for visuals embedded)	Mp4	\$9.00	Per Minute
Descriptive Video and Captioning File	MP4 & SRT/VTT	\$10.00	Per Minute

**Volume-based discounts are available*

4. Conclusion

We look forward to hearing your reactions to our proposal and are looking forward to partnering with you and the **Mason** team on this opportunity. If you have any questions or need additional information, please contact Vijayshree (VJ) Vethantham at vijayshree.vethantham@continualengine.com.

Best Regards,



Vijayshree (VJ) Vethantham
 Senior Vice-President, Growth & Strategy
Continual Engine US LLC
 Phone: 315.807.1450
 Email: vijayshree.vethantham@continualengine.com