



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

STANDARD CONTRACT GMU-GL0510-24-02

This Contract entered on this 26th day of February, 2025 (Effective Date) by T-Base Communications USA, Inc. dba Allyant hereinafter called “Contractor” (located at 806 Commerce Park Dr., Ogdensburg, New York 13669) 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. All SOWs will need to be signed by both parties in order to be effective.

III. PERIOD OF CONTRACT: Five year from the Effective Date with five (5) successive one-year renewal options.

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.

ALTERNATE FORMAT TRANSCRIPTION PRICING

- Pricing is based on output page and receipt of text based electronic files.
- Fees below are exclusive of taxes and shipping fees.

Alternate Format	Literary	Math/Science (Nemeth)	Music
Large Print (Enlargement)	\$4.50 per page		
UEB Braille	\$15.00 per page	\$22.00 per page	\$25.00 per page
Tactiles (Swell Touch)	\$22.50 - 35.00 per page		

ALTERNATE FORMAT PRINTING/EMBOSSING PRICING

- The cost of each document produced is dependent on the length of the document and formats requested.

Item	Cost
Large Print paper (Enlargement 11 x 17)	\$0.75 per page
Braille paper	\$2.00 per page
Tactiles (Swell Touch)	\$7.00 per page
Cerlox Binding for Braille; after 10 sheets	\$7.00 per volume
Spiral Binding for Large Print; after 15 sheets	\$7.00 per volume
Shipping	At costs

DOCUMENT REMEDIATION PRICING

Page Type	Cost
Regular PDF Pages	\$5.00 per page
PDF Fillable Forms	Starts at \$50 per page
Scanned PDF Pages	\$8.00 per page
Non-PDF documents to be made accessible and returned in their native file formats (Word, Excel, PowerPoint)	\$75 per hour

- 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 31, 2024 (attached);
- D. RFP No. GMU-GL0510-24, in its entirety (attached);
- E. Contractor's proposal dated June 21, 2024 (attached);
- F. Contractor SOW template form (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 (such consent not to be unreasonably withheld or delayed). 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. All such audits shall be conducted no more than one time per twelve (12) month period, at Masons' sole cost and expense and upon at least fifteen (15) days prior written notice to Contractor.
- 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: Either Party may terminate this Contract immediately in the event of a material breach of this Contract by the other Party that is not cured within thirty (30) days of written notice from such Party. Notwithstanding the aforementioned, this remedy shall be in addition to any other remedies which Mason and Contractor 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 or discounted 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.
 - 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 (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 provided that Contractor's personnel located outside of the United States may access such data on servers located in the United States solely in conjunction with the performance of services for Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the

Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.

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

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

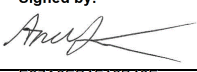
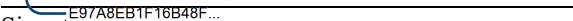
1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident.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

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

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

- SS. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval (which must be made within 30 business days of delivery).
- TT. LIABILITY. Neither Party will be liable to the other or any third party for loss of profits or for any special, indirect, incidental, consequential or exemplary damages (including without limitation, damages for loss of business profits, loss of goodwill, business interruption, loss of business information and/or data) in connection with the performance of the Services, or the performance of any other obligations under this Contract, even if it is aware of the possibility of the occurrence of such damages. To the fullest extent permitted by applicable law, the total cumulative liability of Contractor to Mason for any and all claims and damages under this Contract, whether arising by statute, contract, tort or otherwise, will not exceed the fees paid by Mason to Contractor hereunder during the twelve (12) month period immediately preceding the event giving rise to the claim.
- UU. CONFIDENTIALITY. For the purpose of this Contract, "Confidential Information" means non-public information disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, or any other information which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party or which is of a confidential nature even though not specifically so designated. Confidential Information will not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing party; (ii) becomes publicly known and made generally available after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records; (iv) is obtained by the receiving party from a third party without a breach of the third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession. Each of the parties agrees: (a) not to disclose any of the other party's Confidential Information to any third parties except as mandated by law and except to those agents, advisors, or subcontractors who have a reasonable need to access such information, and who agree to be bound by confidentiality obligations no less stringent than those set forth in this Contract; (b) not to use any of the other party's Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Contract; and (c) to keep the other party's Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. If a party is required by law to disclose the other party's Confidential Information, it will promptly notify the other party (providing notice prior to disclosure if permitted by law), and provide reasonable assistance in seeking protection of such Confidential Information. Upon termination or expiration of this Contract the receiving party will promptly return or destroy all of the disclosing party's Confidential Information in its possession. This section shall survive termination of this Contract. Notwithstanding anything herein to the contrary, with respect to the University, the requirements of this section shall apply only to the extent that the University is not obligated to disclose Confidential Information in response to a request under the Virginia Freedom of Information Act, §2.2-3700 et seq. of the Code of Virginia, 1950, as amended. For the avoidance of doubt, in addition to any exclusions under the Virginia Freedom of Information act, §2.2-3700 et seq. of the Code of Virginia, 1950, as amended, all documents, non-redacted proposals, contracts, addendums, pricing, negotiations, purchase orders, invoices, and any and all other documents related to the request for proposal that led to this contract are considered non-confidential.
- VV. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

T-Base Communications USA, Inc. dba Allyant

Signed by: 
 Signature 

Name: Ariel Kunar, Allyant CEO
 Title: CEO
 Date: 3/13/2025

George Mason University

DocuSigned by: 
 Signature 

Name: James Russell
 Title: Purchasing Director
 Date: 3/13/2025

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 T-Base Communications USA, Inc. dba Allyant (“Selected Firm/Vendor”) dated February 26, 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

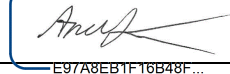
- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to 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.

T-Mobile Communications USA, Inc. dba Allyant

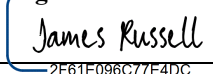

Signature

Name: Ariel Kunar, Allyant CEO

Title: CEO

Date: 3/13/2025

George Mason University


Signature

Name: James Russell

Title: Purchasing Director

Date: 3/13/2025

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.
 - 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.
 - 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.
 - 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.

RESPONSE: Allyant's pricing as submitted in our proposal remains the same, but we agree on items (a), (b) and (c).

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.

RESPONSE: Allyant chooses Option 3.

- 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.

RESPONSE: Our redline of the standard contract is attached.

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.

RESPONSES: Allyant’s proposal was only for services based on the RFP requirements, but we would be happy to provide pricing for accessibility software solutions should you desire. We will certainly submit our software solutions and any required documentation to the ASRB.

4. Platform

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

RESPONSES: Allyant’s services and software solutions/platform are WCAG 2.1 compliant.

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:	<hr/> 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.		



Proposal for George Mason University

Document Remediation & Braille Services

GMU-GL0510-24

July 1, 2024

Submitted by:

Robert Feldman

Allyant

Account Executive, Education

806 Commerce Park Dr.

Ogdensburg, NY 13669

rfeldman@allyant.com

1-800-563-0668 x5393



July 1, 2024

Attn: Grace Lymas

T-Base Communications USA, Inc. dba Allyant ("Allyant") is pleased to provide our response to George Mason University's ("Mason") Request for Proposal ("RFP") for Document Remediation and Braille Services (RFP # GMU-GL0515-24).

Allyant has been specializing in secure, high-volume statement and document transformation into braille, large print, and accessible PDF since 1998 and is the North American leader in this market. Allyant possesses the expertise and experience necessary to meet and exceed Mason's requirements and would like to draw your attention to the following key points:

- As a member of the Braille Authority of North America (BANA), we are well versed in all leading standards and practices for braille materials.
- Allyant is North America's leader in the design and delivery of tactile graphics. We are fortunate to have the Chairperson of the BANA's Tactile Graphics Technical Committee and member of the International Council for English Braille ("ICEB") on staff.
- Quality is an essential, integral part of every process at Allyant, allowing for the seamless extraction, transcription, and remediation of data while ensuring the highest degree of usability, readability, and quality of accessible output materials.
- Allyant is the most secure provider of alternate formats in North America and has a business model in which privacy and security of customer data is paramount.
- With our innovative software-based transformation solution, Allyant is the only supplier in the North American marketplace that can offer a faster turnaround than the industry average without compromising on quality of output.
- Our facilities feature unique economies of scale. We have invested heavily in technology and processing, enabling us to offer Mason the best possible turnaround time and pricing.
- Our professional braille transcribers and document remediators have vast experience, tremendous pride in workmanship, and as a team, earned strong customer references.



Allyant will fully meet and exceed Mason's requirements in every respect. We are confident the enclosed response will provide Mason with a comprehensive statement of our capabilities.

We look forward to speaking further with you about our qualifications.

Sincerely,

A handwritten signature in black ink, appearing to read "Ariel Kunar".

Ariel Kunar

CEO

akunar@allyant.com

1-800-563-0668 x5282



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1. Procedural Information

a. Return signed cover page and all addenda, if any, signed and completed as required.

Please see signed cover page and addenda attached as separate documents in Bonfire, as instructed.

b. Return Attachment A - Small Business Subcontracting Plan.

Please see our completed Attachment A – Small Business Subcontracting Plan attached as a separate document in Bonfire, as instructed.

c. Exceptions (if any) to Mason's two-party contract, Attachment B.

Please see the attached Exceptions to Terms document.

d. Any SOW or supplemental document Mason may be required to sign. See section IV. Final Contract

Please see Allyant's standard Services Agreement attached.

e. State your payment preference as required in Bonfire. (See section XVI)

Our payment preference has been indicated in Bonfire.

2. Executive Summary

Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.

Allyant is the North American leader in the design, production, and delivery of information in formats fully accessible to, and preferred by, blind, low vision, and print disabled customers. Specializing in the provision of secure alternate format communications, Allyant assists leading government, educational institutions, and Fortune 500 organizations in communicating with their constituents, students, and customers who are unable to access information in conventional print.

Our expertise lies in the transcription, production, and delivery of materials in braille, large print, and accessible PDF, with industry leading processes and output. Allyant has been producing alternate formats for over 20 years and continues to be the leader in the industry.

Allyant's mission is to ensure that blind, low vision, and print disabled students, consumers, and citizens can access information on the same terms as their fully sighted peers. Our longstanding mission is to help our customers communicate effectively with their blind and print disabled customers in a timely and accurate fashion, with the same level of quality, privacy, and service enjoyed by their sighted customers.

Allyant currently services over 100 large enterprise accounts throughout North America. Allyant serves the entire North American market, with offices and production facilities in Ogdensburg, NY and Ottawa, ON. Our key customers range across the government, financial services, telecommunications, education, and healthcare markets. What makes us successful is our commitment to quality and investment in technology, data security, processes, and our people. We provide unparalleled service that gives our customers the assurance that they will communicate most effectively with their blind, low vision, and print disabled audience, thereby ensuring compliance with all applicable laws, saving money, and reducing their operating risk.

Given our mature and industry-tested business processes and our team of highly trained accessibility experts, Allyant is confident in our ability to deliver all requirements of this project in a timely fashion, fully meeting or exceeding Mason's requirements.

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.

Allyant is the world's first comprehensive accessibility solutions company. As of August 15, 2022, the company represents the combination of three globally recognized accessibility solutions companies, including T-Base Communications, CommonLook, and Accessible360.

We make accessibility simple, seamless, and efficient for organizations—ensuring equitable access to digital, document, and printed information for people with disabilities. The company offers a multitude of accessibility services and software solutions, spanning print and digital document remediation services, document remediation software, and digital accessibility auditing. The most prominent organizations in the world, including those in government, education, healthcare, and financial services rely on Allyant's

solutions to create, assess, remediate, produce, and track compliant communications efficiently and cost-effectively.

Allyant has been specializing in secure, high-volume document transformation into braille, large print, and accessible PDF for over two decades and has the expertise and experience necessary to meet and exceed the requirements of Mason set forth in the RFP. We help our customers communicate effectively with individuals who cannot access information in conventional print or electronic formats, while ensuring their full compliance with accessibility legislation. Allyant has deep expertise and familiarity with legislative acts including with the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act (Section 508), and related federal and state laws.

Our business is founded on trust. Allyant complies with the data security and safe handling requirements of our customers. Not only are we fully equipped to handle Sensitive but Unclassified material, including Personally Identifiable Information, but it is also important to note that we are the first alternate format company to be certified under the **Payment Card Industry Data Security Standard (PCI-DSS), SSAE-18 SOC2 Type 2, and HIPAA.**

We routinely handle highly sensitive information such as that contained in utility invoices, personal financial account statements, call details, etc., on behalf of our customers. Our infrastructure meets and exceeds the highest standards in the industry for privacy and security.

Equipped with decades of experience, robust corporate standards, and state-of-the-art alternate format production facilities, the Allyant team is dedicated to ensuring we meet your high expectations and exacting requirements. Our Board of Directors, Executive Management Team, and experienced staff members are committed to delivering the most cost-effective accessible document services in the marketplace.

Allyant provides the following alternate formats.

Braille

Allyant has been producing braille for all its 25+ years in operation. We regularly receive feedback from our customers (and, in turn, their consumers/end-users) attesting to the quality of our production.

For many consumers who are blind or have low vision, braille is the preferred format in which to receive communications (e.g., statements, documents, textbooks). Allyant produces braille that adheres to Braille Authority of North America (“BANA”) standards and passes rigorous quality assurance processes in both transcription and production.

Allyant currently transcribes approximately six million original braille pages per year. Transcription is completed by transcribers working in third-party transcription software (Duxbury, Corel Draw, and Adobe Creative Suite) or through a process of automated or semi-automated transcription facilitated by our software platform called “FASTtrack,” developed and owned by Allyant, for the transformation of conventional print material into alternate formats, including braille. With our innovative software-based transformation solution, Allyant is the only braille supplier in the marketplace that can offer a faster turnaround than the industry average without compromising on quality of output. We receive regular feedback from end-users attesting to the quality of our alternate format transcription and production.

Allyant was one of the first adopters of Unified English Braille (UEB) Code. We have been transcribing, proofing, and delivering materials of all types in UEB since 2014 and have fully adopted UEB standards. We have transcribed millions of pages of UEB braille in both Literary and Technical formats (UEB Technical and UEB with Nemeth).

Allyant has a full roster of braille transcribers and braille proofreaders certified through either the Library of Congress (“LOC”)/National Library Services (“NLS”) or through the Canadian National Institute for the Blind (“CNIB”)—considered equivalent by the National Federation of the Blind (“NFB”).

We are also proud to be the first privately held alternate format company to be accepted as an associate member of BANA. Our braille is specifically designed to meet applicable guidelines and standards.

Allyant provides transcription and embossing services for braille and has extensive experience and capability in producing braille for:

- Nemeth/UEB Technical
- Chemistry
- Spatial-Mathematics
- Foreign languages
- Phonetics/IPA
- Tactile Graphics
- Music

The transcription and quality control of music braille follows the same methodology as the transcription and quality control of other braille types.

Tactile Graphics

Allyant is fortunate to have the Chairperson of BANA's Tactile Graphics Technical Committee as our lead Tactile Graphic Artist, with over 20 years' experience in tactile graphic design. Allyant's expertise provides customer-specific scripting for all aspects of tactile production, including layout and design, braille quality, and adherence to BANA standards and UEB Code. Allyant can produce tactile graphics for a wide range of subject matter, including advanced technical materials.

Allyant will provide tactile graphics as **Swell Touch** graphics.

Swell Touch (microcapsulating) refers to the tactile design process which entails redrawing line styles and adopting area textures and point symbols to reflect the main purpose of the tactile graphic. This process may include enlarging, dividing, simplifying, omitting parts, or tactually emphasizing parts as is required for the readability of the tactile graphic. All braille material such as keys/legends that must be developed on separate microcapsule paper or placed as labels or transcriber's note (TN) on the tactile page is also part of this process. Keys that consist of only braille text are not considered to be part of the microcapsulating process.

Every effort is made to ensure that the TN and key precedes the graphic. When a graphic has a key list that exceeds one braille page, the key will either be shown in columns or placed on separate pages that follow the tactile graphic page. Foldout format is also used to ensure that the key and graphic is displayed across one page-spread for optimal readability. This is especially true when a graphic is to be used as a wayfinding map or an Orientation and Mobility map.

As far as is possible, microcapsule graphics are designed using the latest *Guidelines and Standards for Tactile Graphics*, 2022 version. When necessary and in consultation with client request, a diagram description may accompany the final tactile graphic to explain all modifications so that unusual situations can be addressed.

The final step in this process involves the printing of the final digital image(s) onto microcapsule paper. The final raised line graphics are developed by passing the printed page through a fuser. Proofreading and spot-checking form the last stage before packaging and shipping.

Large Print

With two decades of engaging directly with people who have low vision and use large print documents, Allyant has developed industry-best large print standards. We have incorporated their valued feedback for usability and readability preferences, manifest in features such as font size, contrast, layout,

linearization, leading, and emphasis: these are embodied in every document we produce. Allyant customers can rest assured our large print documents are of the highest degree of quality and integrity by design, and that the design reflects up-to-date consumer preferences. Our standard for large print documents is 18-point font with 22-point font for headers; however, we do accommodate different font sizes according to customer requirements.

All transcription at Allyant adheres to industry best practices and guidelines that recognized authorities in the blind and low vision community have published. All transcription incorporates our experience as the North American leader in the design, production, and delivery of formats fully accessible to, and preferred by, individuals who are blind, have low vision, or are print-restricted.

As requested in the RFP, Allyant will provide large print as **enlargement**. Reflowable as described in the RFP and Q&A is not a feature and functionality of enlargement large print. For the digital delivery of large print documents, if the documents are also required to be accessible PDF, then they would go through a two-step process: conversion to large print, then remediation to accessible PDF. The two-step approach would be charged accordingly.

Accessible PDF

A fully tagged PDF guarantees the proper, logical reading order for people navigating the document via accessibility software such as a screen reader. Allyant is proud to be a member of the PDF Association and promotes the adoption and implementation of International Standards for PDF technology. We remediate PDFs to guaranteed compliance with ADA, Section 508, WCAG 2.1 AA, PDF/UA, and/or HHS accessibility standards.

Our PDF Document Accessibility Division has been making PDF documents accessible to people using assistive technologies like screen readers nearly as long as there have been PDFs. Similarly, as accessibility standards evolve, we incorporate the latest standards into both our software and services offerings. We remediate over 1.6 million pages annually.

The executive team has decades of experience in PDF accessibility and is well versed in compliance standards and regulations. Ferass Elrayes, CTO, is the chair of the Canadian delegation at the meetings of ISO TC 171/ SC 2. He has guided the introduction of several first-to-market commercial plugins for Adobe Acrobat and Microsoft Word.

In addition, both Ferass and Paul Rayius, VP of Training, contribute to the authoring of the PDF (ISO 32000) and PDF/UA (ISO 14289) standards, participate in a variety of Technical Working Groups, participated in the PDF/UA Competence Center's development of implementation guides for ISO 14289

in 2016, and continue those efforts with publications such as the Tagging Best Practices Guide and the PDF Syntax Guide.

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

Allyant focuses heavily on customer service. After careful recruiting and vetting to ensure the best available resources, we invest in ensuring that our people are well-trained and fully equipped to meet and exceed the expectations of our customers. We invest in customer account and project management and dedicate professional customer relationship managers to key accounts to ensure complete customer satisfaction, leading to lasting customer relationships.

For all projects, regardless of size and scope, Allyant has developed a well-documented and proven phased project management approach with a single point of accountability. We empower our project managers with the resources to take whatever actions are required to meet and exceed customer expectations.

Members of our team actively lead and hold ultimate responsibility for the entire transcription, remediation, and QA processes. Certified team leaders are supported by staff members with extensive experience in all types of alternate format document production.

Allyant has a full roster of braille transcribers and braille proofreaders certified through either the Library of Congress (“LOC”)/National Library Services (“NLS”) or through the Canadian National Institute for the Blind (“CNIB”) — considered equivalent by the National Federation of the Blind (“NFB”). Braille certifications held by Allyant staff include Unified English Braille (UEB) Transcription, including UEB Update Certification and UEB Technical Certification; Literary Braille Transcription; Tactile Graphics Instruction; Braille Transcriber; Braille Proofreader; Transcriber of Mathematics Braille (Nemeth Braille Transcription); Braille Textbook Formatting; and Music Braille Transcription. Copies of certifications are available upon request.

Allyant is fortunate to have the Chairperson of BANA’s Tactile Graphics Technical Committee as our lead Tactile Graphic Artist, with over 20 years’ experience in tactile graphic design. Allyant’s expertise provides customer-specific scripting for all aspects of tactile production, including layout and design, braille quality, and adherence to BANA standards and UEB Code. Allyant can produce tactile graphics for a wide range of subject matter, including advanced technical materials for all STEAM subjects.

To deliver guaranteed fully accessible PDFs on schedule, any number of remediators may be called on to work on Mason’s documents, depending on what is in the queue, resource availability, etc. Allyant Remediation Services staff go through rigorous training and are all expertly skilled at remediating

documents to WCAG 2.1 AA standards in accordance with major accessibility requirements. Our remediation team averages 5+ years of experience per person.

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.

University of Southern California

Contact name: Steven Crays

Contact title: Office Manager, Office of Student Accessibility Services

Phone number: (213) 740-0776

Email address: crays@usc.edu

Length of service: 2020 - present

Services provided: Braille/aPDF

Indiana University

Contact name: Scott Ferguson

Contact title: Developer, UITS Assistive Technology and Accessibility Centers

Phone number: (812) 856-2164

Email address: scfergus@iu.edu

Length of service: 2017 - present

Services provided: Braille/LP/aPDF

California State University, Los Angeles

Contact name: Jeffrey Lam

Contact title: ATI Coordinator

Phone number: (323) 343-3000

Email address: jlam63@calstatela.edu

Length of service: 2020 - present

Services provided: aPDF

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.

Braille and Large Print Transcription Process

The following is an overview of the four stages of the transcription process to convert documents to alternate formats, including braille and large print. For a given customer document, Allyant's team of skilled Transcription Specialists are assigned specific roles according to the following process:

Formatting/Document Preparation

The Formatter is responsible for preparing an input file for the transcription process. Once the source files are received, and before preparing them for the transcription stage, the Formatter reviews the documents for accuracy and completeness. When the source documents received are hard copy or image-based files, the documents are scanned and processed using Optical Character Recognition (OCR) software. To ensure accuracy and completeness, the output is then meticulously compared to the original by a second team member. If the source files received are electronic and text-extractable, then tools are used to streamline the document and prepare it for the transcription stage.

The Formatter will provide instructions to the Transcriber, Graphic Artist, and Proofer, and will also review the completed files from the Transcriber to ensure that applicable work instructions have been followed. The Formatter will then advise the Transcriber of any additional changes.

Transcription and Tactile Graphics

The workflow order system determines which Transcription Specialist is assigned the role of Transcriber. The Transcriber will work collaboratively with the Formatter, Graphic Artist, and Proofer to ensure that the project is completed accurately and to Mason's specifications.

The transcription process is fundamental to the overall work product, as it is at this stage that the source materials are transformed into the required output format, i.e., braille or large print. The Transcriber will use Duxbury, Corel Draw, Adobe Creative Suite, and/or Allyant proprietary software to transform the source files, generating output directly from the validated input. It is important to note that our document conversion engine is designed to meet the Braille Authority of North America's (BANA) standards and is regularly updated as standards evolve. This unique platform was designed specifically to meet the high-

capacity batch and swift conversion required by our customers. This library can support various languages, formats (contracted and uncontracted braille), and codes (such as UEB and Nemeth).

The Transcriber will follow the Formatter's instructions and transcribe in the required formats. For braille materials, the Graphic Artist provides tactile graphics. The Transcriber will review the completed files before sending them to the Formatter and Proofer.

Alongside the Transcriber, the Graphic Artist will confer with the Formatter to determine which graphics require descriptive text or tactile graphics. The Graphic Artist will produce tactile graphics in the size required by the Formatter as per applicable specifications. The Graphic Artist will work with the Transcriber to determine proper formatting of the braille copy and will send the electronic file of the work to the Proofer. Should the Proofer require additional corrections, the Graphic Artist will complete them and send the completed electronic tactile graphics to the Transcriber for insertion by volume.

Proofing

Allyant places highest priority on the proofing stage, as it is this crucial stage that ultimately detects any defects that may have been introduced in either the formatting/preparation or transcription stages. The Proofer, by policy and process design, must be a distinct role (and individual) from the Formatter, Transcriber, and Graphic Artist. The proofing process comprises a word-by-word, line-by-line readthrough of the transcription output, comparing it for quality and accuracy relative to the original source materials. The second proofing process ensures that proper standards and formatting were applied to the document and that it is consistent with Allyant's and Mason's expectations for quality.

The Proofer will be provided the original document along with the Formatter's instructions and marked-up copy. The Proofer will read through all the transcribed work, provide notes, and collaborate with the Transcriber to resolve any discrepancies. The Proofer will verify that all changes have been made, review the files, and provide the Transcriber with a signed copy of the completed Proofer's notes.

Production

At this stage in the process, there is a third and final quality assurance step. The fully proofed document is passed from proofing to production for rendering into final physical or digital format. In the case of braille documents, production QA ensures the quality of braille (dot integrity, no punch through etc.), as well as the accuracy of braille to fully meet applicable specifications, paying special attention to forms and documents, tables and charts, columns, text matter, pagination, braille placement, braille size, margins, and the Table of Contents. Finishing elements such as cover pages, title pages, and binding are reviewed to ensure they accurately meet applicable standards. Electronic formats are reviewed to

ensure appropriate naming conventions are followed. Labelling, packaging, and distribution are closely monitored in this phase.

Allyant adheres to rigorous document preparation, transcription, QA, and production processes that ensure output is accurate and of superior quality. Our processes have been refined over decades of experience producing accessible format communications and meeting the high expectations of hundreds of customers.

Document Remediation Process

Allyant's Remediation Services are a vital component of any larger-scale document accessibility project. Outsourcing high-priority or more challenging documents to Allyant's remediation professionals allows entities to bypass internal resource gaps in favor of an efficient and cost-effective service. Additionally, the quality of remediation work done by Allyant is without compare, and all remediated documents come with a CommonLook Compliance Report—our iron-clad guarantee of compliance with WCAG 2.1 AA, PDF/UA, or other accessibility standards.

Our remediation approach addresses all aspects of PDF content handling, from artifacts to z-order, in a completely structured and methodical manner including:

- Using our proprietary CommonLook PDF software on each document to identify and fix accessibility problems.
- Identifying and correctly handling scanned documents (OCR, OCR correction, and tagging).
- Reviewing and correcting the logical structure of the file, including verification of tabbing order.
- Checking and correcting tables, including proper tagging of complex tables using linked headers or logically redesigning the tables, if necessary, without changing the physical view.
- Reviewing alternative text and providing it if necessary. Please note that STEAM content may require subject matter expertise, especially for mathematical or chemical equations which will require Mason to provide the alternative text for the technical content.
- Correctly marking headings, lists, references, footnotes, endnotes, and Tables of Contents.
- Reviewing Scripts; verifying and fixing inaccessible script functionality (for example, functionality dependent on the mouse).
- Reviewing form elements. Fixing known accessibility issues with radio buttons.
- Optionally, converting **Print then Fill** forms to **Fill and Print (Fillable)** forms.
- Properly tagging callouts and other annotations, including links.
- Testing each document with at least one type of tags-aware assistive technology.

- Generating a WCAG 2.1 AA or PDF/UA conformance report.

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

Braille and Large Print Transcription Workflow

The following is the four-phase braille and large print transcription workflow:

Phase 1: Receipt of materials and document preparation

Once Mason reaches out to Allyant with a braille or large print request, Allyant will review and confirm acceptance. File transfer can be made via secure transfer (typically SFTP), which can be supplied by Allyant or Mason. After Mason provides Allyant with the source materials, Allyant will create a work order in our workflow management system. The Allyant Project Manager will then review Mason's requirements with the transcription teams to determine the appropriate timeframe for completing the work. Once our Project Manager has the source documents, delivery date, format information, and delivery information, s/he will log all necessary details in Allyant's workflow system and determine delivery schedules.

Phase 2: Preparation and review

Once the length of time to transcribe the materials is determined, a quote is prepared based on existing contractual agreements. The quote will indicate cost and turnaround time. Once Mason confirms the completion deadline proposed and delivery details, transcription work commences.

Phase 3: Transcription

The transcription process will be managed in our internal project management system JIRA, where the project is entered and tracked through all stages of the project, including shipping. Information is entered into the tracking system and is shared with the project team assigned to Mason's documents.

Phase 4: Delivery

Delivery dates and details are also tracked within Allyant's project management system. Allyant can provide braille, tactile graphics, and large print in hard copy format or for electronic delivery. Formats for electronic delivery include:

- **braille:** .brf
- **tactile graphics:** .cdr

- **large print:** .docx or .pdf — accessible Word is available; accessible PDF involves an extra step for remediation and will be charged accordingly

Document Remediation Workflow

The typical remediation workflow includes the following steps:

- 1) Mason staff submits documents for evaluation and quoting - Direct upload to a secure server is available for documents with file sizes too large to email.
- 2) Allyant issues the quote - Even though the pricing is pre-determined for most documents, the quoting process provides an opportunity to confirm the documents submitted and for Allyant to provide an expected delivery date. Each quote will have a unique quote ID that Mason staff can use for invoice support, as appropriate.
- 3) Mason approves the quote - Remediation work will start following written approval from Mason.
- 4) Allyant's team professionally remediates the documents - Following the process above, our team will remediate the documents using CommonLook PDF to ensure the files are properly tagged, have the correct reading order, and meet the accessibility requirements of WCAG 2.1 AA and PDF/UA (or the accessibility standards of your choice).
- 5) Allyant's QA team reviews the work - Before the files are delivered, we will have our QA team review the work and ensure the files work well with screen readers and other assistive technologies. We will generate the CommonLook Compliance Reports that are delivered with each order, showing proof of compliance.
- 6) Allyant delivers the remediated documents and corresponding CommonLook Compliance Reports - Once Allyant completes remediation, a delivery email will be issued to the requestor, or other staff as requested, with a secure link to the documents and corresponding reports for retrieval.

5. Proposed Pricing

Provide firm-fixed pricing per page for any services and products described herein.

Please see our Price Proposal attached as a separate document in Bonfire.

6. Additional Information

In your proposal response please address the following:

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

No.

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.

None.

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

None.

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

Our company's legal entity name (T-Base Communications USA, Inc.) has not changed. In August 2022, the company and two affiliated entities began marketing under the common DBA Allyant.

MASTER SERVICES AGREEMENT

This Master Services Agreement consists of the terms and conditions and any exhibits identified below ("Agreement") and is made and entered into as of the last dated signature on the signature page ("Effective Date") by and between XXXXXX, having offices at XXXX ("Customer"), and T-Base Communications USA, an Allyant company, having offices at 806 Commerce Park Drive, Ogdensburg, NY 13669 ("Vendor").

ATTACHMENTS

Exhibit 1: Form of Schedule

Exhibit 2: Information Protection Contract Requirements

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

[INSERT NAME OF CUSTOMER]

T-BASE COMMUNICTAIONS USA INC. DBA
ALLYANT

By: _____
Name: _____
(Type or print)
Title: _____
Date: _____

By: _____
Name: _____
(Type or print)
Title: _____
Date: _____

ARTICLE 1. SCOPE OF SERVICES

Vendor shall provide, under the provisions of this Agreement, (i) the services ("Services") that are mutually agreed upon and described in the schedule or schedules governed by this Agreement, which shall be substantially in the form of Exhibit 1 attached hereto (each a "Schedule" and collectively, the "Schedules"). (ii) the documents or reports produced by Vendor on behalf of Customer and expressly listed in the Schedule(s) ("Deliverables"), (iii) if applicable, the software licensed to Customer as set forth in the Schedule(s), including any software-as-a-service products(s) ("SaaS Service"), and any improvements, modifications, enhancements, updates and upgrades thereto and with respect to the foregoing provided by Vendor during the term ("Licensed Software"). Each Schedule shall be effective when executed by both Vendor and the Customer Entity (defined below) executing the applicable Schedule and shall form a separate agreement which hereby incorporates by reference, without any further reference in the applicable Schedule, the terms and conditions of this Agreement, as amended and modified in the applicable Schedule. The Customer Entity entering into such respective Schedule shall be jointly responsible with Customer for all of its obligations related thereto. In the event of any inconsistency between this Agreement and any Schedule, the terms of such Schedule will govern for the purposes of such Schedule.

ARTICLE 2. SCHEDULES

Customer may enter into both time and materials and fixed price Schedules with Vendor, including any parent, subsidiary or affiliate of the Vendor. Schedules shall be consecutively numbered and dated for identification and must include a complete description of Services to be performed, Deliverables, the schedule for completion of each of the foregoing, the applicable fixed price or time and materials charges, the Licensed Software (if applicable) and any additional terms the parties mutually agree to include. Customer, its parent, subsidiaries and affiliated companies (each, a "Customer Entity") may enter into Schedules with Vendor and for purposes of any such Schedule shall be considered "Customer" as that term is used herein; provided, however, that Vendor shall have the right, in its sole discretion, to reject a particular Customer Entity. Vendor shall directly bill and invoice each such Customer Entity and each such Customer Entity shall pay for all Services, Deliverables and/or Licensed Software provided pursuant to the particular Schedule. Vendor shall deal directly with each Customer Entity and agrees that while Customer and each Customer Entity are separate entities, their respective obligations to the Vendor are joint and several. In no event shall Customer act as a reseller of Services, Deliverables or Licensed Software hereunder. In the event of a breach of the terms of this Agreement by a Customer Entity, any exercise of rights and remedies by the Vendor shall be first against such specific Customer Entity then against Customer. The rights and obligations of other Customer Entities shall remain unaffected by such breach.

ARTICLE 3. WORK POLICY/PERSONNEL

3.1. For each Schedule, each party will designate a Project Manager to serve as the main contact between them. The scope and conduct of Vendor' Services shall be consistent with the Schedule and must be coordinated with Customer's Project Manager at all times.

3.2. Vendor's employees, agents and subcontractors will observe and comply with Customer's security procedures, rules, regulations, policies, and regulatory obligations as applicable. Customer will only provide working space, resources and materials if specified in the applicable Schedule.

3.3. On a periodic basis, as specified in the Schedule and, if not specified in the Schedule, upon Customer's written request that may not be made more than once per calendar quarter, Vendor will submit written status reports describing its activities, including: (i) the current status of activities (with an explanatory narrative when appropriate); (ii) resources used since the last report; and (iii) identification of any problems and all actions taken to resolve them, and the current status of any such problems. Upon request, Vendor will meet with Customer management to review the status of Vendor's activities.

3.4. Vendor agrees that it is an independent contractor and its personnel are not Customer's agents or employees for federal tax purposes or any other purposes whatsoever, and are not entitled to any Customer employee benefits. Customer does not, and shall not, have the right to exercise control over the manner in which Vendor performs its duties, except insofar as Customer requires that performance shall be in accordance with this Agreement. Vendor assumes sole and full responsibility for its employees, agents and subcontractors. Vendor and its employees, agents and subcontractors have no authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate Customer in any manner whatsoever. Vendor, and not Customer, is solely responsible for the compensation of its employees, agents and subcontractors assigned to perform Services hereunder, and payment of worker's compensation, disability and other income and other similar benefits, unemployment and other similar insurance and for withholding income, other taxes and social security.

3.5 Vendor represents that it holds all licenses required to perform the Services under this Agreement.

ARTICLE 4. ACCEPTANCE

The Services and each Deliverable shall be subject to a verification of acceptability by Customer to ensure that such Services and/or Deliverable reasonably satisfies Customer's requirements as set forth in the applicable Schedule ("Acceptance Test"). If any Service and/or Deliverable does not pass the Acceptance Test, Customer shall notify Vendor and shall specify in reasonable detail in what respects the Services and/or Deliverable has failed to perform. Vendor, at no additional cost, shall promptly correct any deficiencies disclosed by the Acceptance Test and Customer shall repeat the Acceptance Test until the Service and/or Deliverable has successfully passed. If, within thirty (30) days of Customer's notification, any Service and/or Deliverable still fails to pass the Acceptance Test, Customer may at any time thereafter, at its option and without obligation or liability of any kind, terminate the Schedule involved, or any portion thereof. The Acceptance Test shall be deemed to be passed upon the written notice of Customer to Vendor of its acceptance or if Customer does not deliver a notice of failure within thirty (30) days of the delivery of the applicable Service or Deliverable. With respect to any Service performed on a time and materials basis (or any other Service and/or Deliverable for which Customer has made payment prior to acceptance) if the Service and/or Deliverable fails to pass the Acceptance Test as described in this Article 4 within sixty (60) days of the date of commencement of the Acceptance Test the fees for the specific Service or Deliverable shall be refundable to the Customer upon written request by the Customer. The Parties shall engage in good faith discussions to resolve any issues related to the acceptance of services and/or deliverables that may not be identified in an applicable Schedule.

ARTICLE 5. OWNERSHIP

5.1. "Intellectual Property" means all right, title and interest in and to any and all intellectual property, including: (i) any and all patents and applications therefore; (ii) any and all inventions, trade secrets, design, methods, processes and know-how; (iii) any and all copyrights, copyright registrations and applications therefore, and all other rights corresponding thereto throughout the world; (iv) any and all trade names, corporate names, logos, common law trademarks, trademark registrations and applications therefore; and (v) any and all computer programs, applications or software whether in source, object or executable code and any proprietary rights in such programs, applications or software, including documentation and other materials or documents related thereto. Customer acknowledges and agrees that Vendor owns all right, title and interest in and to (i) any Intellectual Property owned prior to the Effective date or created or developed by Vendor or its subcontractors in connection with this Agreement, (ii) the Licensed Software, and (iii) the SaaS Service, including all Intellectual Property rights therein, and (iv) any improvements, modifications, enhancements, updates and upgrades thereto and with respect to each of the foregoing ("Vendor Intellectual Property"). To the extent Customer has any rights

in the Vendor Intellectual Property, Customer hereby irrevocably assigns Vendor all right, title and interest, including all Intellectual Property rights in and to such Vendor Intellectual Property, to Vendor.

5.2. Customer owns all right, title, and interest in and to (i) all data, information, and other materials provided or made available to Vendor by Customer ("Customer Materials") and (ii) all Deliverables.

5.3. Customer hereby grants Vendor a non-exclusive, perpetual, royalty-free, fully paid up, irrevocable, worldwide license to access, use, reproduce, display, perform, modify, create derivative works of and otherwise exploit the Customer Materials for the purposes of providing the Services to Customer under this Agreement and improving Vendor's products and services. Customer acknowledges that Vendor relies on the Customer Materials, in conjunction with its own artificial intelligence and machine learning technologies, to provide the Services hereunder and further develop and improve its document creation platforms and that such use of Customer Materials by Vendor will not constitute a misuse of Customer Materials in violation of the terms of this Agreement.

5.4. If Customer provides any ideas, suggestions, recommendations, comments or other feedback to Vendor regarding Vendor's Confidential Information, business, products, services, or any other intellectual property ("Feedback"), Vendor is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby grants Vendor a worldwide, perpetual, irrevocable, royalty-free, full transferable, sublicensable and fully paid right to use and otherwise exploit the Feedback for any purpose whatsoever, although Vendor is not required to use any Feedback.

ARTICLE 6. CHARGES & TERMS OF PAYMENT

6.1. The applicable fixed prices and/or time and materials charges shall be specified in the respective Schedule. Customer agrees to pay for reasonable out-of-pocket costs and expenses required and actually incurred in performing Services, provided that Vendor has: (i) obtained Customer's prior written consent and such out-of-pocket costs and expenses are in accordance with Customer's travel and expense policy, as amended from time to time, provided that Customer has made available to Vendor such policy; (ii) detailed such costs and expenses on a form acceptable to Customer and approved them in accordance with Customer's own expense policies; and (iii) submitted supporting documentation satisfactory to Customer.

6.2. Unless other payment terms are specified in the Schedule, Vendor shall invoice Customer: (i) after Customer's acceptance of any Deliverables, products or work performed on a fixed price basis; (ii) for Services provided on a time and materials basis and for out-of-pocket costs and expenses, monthly in arrears; or (iii) as otherwise provided in the applicable Schedule. All invoices shall be payable within thirty (30) days of Customer's receipt of the Vendor's invoice. Any disputed amounts shall not affect payment of non-disputed charges and expenses. If payment is made by Customer within ten (10) calendar days after receipt of Vendor's invoice, as specified in this Section 6.2, Customer may claim a credit totaling one percent (1%) of the amount of such invoice. The credit shall be applied against the balance due on the given invoice or, at Customer's discretion, may be used by Customer to offset any amounts due to Vendor under this Agreement or any other agreement between Customer and Vendor.

6.3. If applicable, for the period specified in the applicable Schedule and so long as this Agreement is in effect and Customer has not breached this Agreement, Customer may access such specific features and portions of the Licensed Software. If a Schedule includes volume or use limitations (for example, X number of training sessions, or Y number of maximum users), then Customer's access is subject to such limitations and Customer shall not violate or exceed such limitations. Customer shall not: (i) access or attempt to access any portion of the Licensed Software to which Customer has not explicitly been granted access in a Schedule; (ii) interfere with the functioning of such Licensed Software; (iii) attempt to copy or reverse engineer such Licensed Software, and (iv) use such Licensed Software in violation of any user-instructions or rules provided by Vendor. Such subscription-based access is for Customer's employees internal use, for the sole purpose of supporting Customer's efforts to make its technology more accessible to users. Upon termination of the applicable Schedule or this Agreement, Customer must immediately discontinue its use of the Licensed Software.

6.4. The applicable fixed prices and/or time and materials charges specified in the respective Schedule are subject to an annual inflation adjustment as of each anniversary of the Effective Date of this Agreement. The amount of this annual adjustment shall be equal to the most recently published percentage increase in the U.S. Bureau of Labor Statistics Consumer Price Index for All Urban Consumers. This annual adjustment in fixed prices and/or time and materials charges shall never be less than zero percent (0%).

6.5. As part of its product and service offerings, Vendor frequently contracts with customers to provide printed materials as Deliverables. In providing such printed Deliverables, Vendor incurs costs for raw materials, including paper. These raw material costs may vary significantly based on supply chain restrictions, general supply and/or demand constraints, overall market conditions, as well as other such factors which remain out of Vendor's control. If all or part of

Customer's Deliverables pursuant to a given Schedule consist of printed materials, and the cost of the raw materials used in such printed materials increases or decreases by at least plus or minus ten percent (+/-), then Vendor and Customer may conduct a pricing review upon thirty (30) days' prior written notice to the other Party. To initiate such a price review, either Vendor or Customer may submit a proposed price adjustment with support for such adjustment. The Parties agree to negotiate such pricing review in good faith and, if such presented support is deemed sufficient by each Party, the pricing shall be appropriately adjusted.

ARTICLE 7. TAXES

7.1 Taxes Added to Invoice. Unless Customer furnishes to Vendor a certificate evidencing appropriate exemption from any such taxes or other such appropriate documentation, Customer shall pay any sales, use, excise, value-added, gross receipts, services, consumption and other similar transaction taxes however designated that are properly levied by any taxing authority upon the provision of the Services or Deliverables (and Licensed Software, if applicable), excluding, however, taxes set forth in Sections 7.2 and 7.4 below.

7.2 New or Additional Taxes. If after the Effective Date of this Agreement, Vendor believes that it is required by law to collect any such taxes for which Customer would be responsible under this Article 7, but which do not apply on the Effective Date, Vendor shall notify Customer in writing of such new or additional requirement. If Customer concludes that there is a reasonable basis for not collecting any such taxes in whole or in part, and provides in writing such basis together with a request not to collect such tax, Vendor may consent, in Vendor's sole discretion, to Customer's request to not collecting such tax(es). In the event that Vendor does not so consent, then Vendor agrees to reasonably cooperate with Customer to seek a refund of such taxes paid over at Customer's expense. If Customer does not make a request to Vendor to not collect any tax, Vendor shall collect such taxes directly from Customer and remit such taxes to the appropriate governmental authority and shall provide detailed written documentation to Customer thereof. Vendor shall cooperate fully with Customer in seeking any refunds of taxes paid over, as reasonably directed by Customer at Customer's expense.

7.3 Party's Own Taxes. Customer and Vendor shall each bear sole responsibility for all taxes, assessments, and other *ad valorem* levies on each party's respective owned property, except where provided otherwise in this Agreement.

7.4 Services Performed At No Additional Charge. Wherever in this Agreement it is indicated that functions or services are to be performed by Vendor for Customer and/or rights are to be granted by Vendor to Customer as part of, or in connection with, the Services or Deliverables (and Licensed Software, if applicable) hereunder and/or at no additional charge to Customer, the parties acknowledge and agree that any such functions, goods and services or rights are *de minimis* in nature and are not the principal or direct objective of the transactions contemplated by this Agreement.

7.5 Segregation of Charges. Customer and Vendor shall cooperate to segregate the charges payable pursuant to this Agreement into the following separate payment streams for each taxing jurisdiction: (i) those for taxable goods and services; (ii) those for nontaxable goods and services; (iii) those for which a sales, use, value-added, or other similar tax has already been paid; and (iv) those for which Vendor functions merely as a paying agent for Customer in receiving goods, supplies or services (including leasing and licensing arrangements) that otherwise are nontaxable or have previously been subject to tax.

7.6 Cooperation of Parties. In addition, each of Customer and Vendor shall reasonably cooperate with the other, at their own cost and expense, to determine Customer's liability for taxes accurately and minimize such liability to the extent legally permissible. Each of Customer and Vendor shall provide and make available to the other any resale certificates, information regarding out-of-state sales or use of equipment, materials or services, and any other exemption certificates or information requested by a party.

ARTICLE 8. WARRANTIES

8.1. Vendor represents, warrants and covenants that: (i) it has the authority and the right to enter into this Agreement to perform Services and provide Deliverables (and Licensed Software, if applicable), and that its obligations under this Agreement are not in conflict with any Vendor obligations to Customer or any third parties; (ii) each of its employees, agents and subcontractors has adequate skill, training and background to accomplish their assigned tasks and is duly licensed in the geographic regions where it is located and where it will perform the services under this Agreement; (iii) all Services will be performed in a competent and professional manner, by qualified personnel; (iv) to the knowledge of Vendor, the Deliverables (and Licensed Software, if applicable), and the performance of any Services by Vendor, directly or indirectly (through its agents and/or subcontractors), do not infringe upon the intellectual property rights of any third party; (v) at the time of acceptance, each Deliverable will conform to its specifications and that for ninety (90) days following the date of Customer's acceptance, Vendor shall promptly correct and repair, at no cost to Customer, any material defect, malfunction or non-conformity for which Customer provides adequate notice to Vendor that prevents such Deliverable from conforming and performing as warranted; (vi) it has complied with in all material respects, and will continue to comply with

in all material respects, all applicable domestic, foreign and local laws and regulations and, shall obtain all applicable permits and licenses in connection with its obligations under this Agreement; (vii) to the extent the performance of its obligations entail the use of Customer Data (as defined in Exhibit 2), Vendor shall adhere to the Information Protection Contract Requirements as applicable, attached as Exhibit 2, and (viii) it has complied with, and will continue to comply with, all of the terms and conditions set forth in this Agreement.

8.2. Customer represents, warrants and covenants that: (i) it has all right, title and interest in and to the Customer Materials necessary to provide Vendor with such Customer Materials; (ii) it has obtained all necessary consents and permissions required for its provision and use of the Customer Materials under this Agreement, and (iii) the Customer Materials do not infringe upon the intellectual property rights of any third party.

8.3. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 9. TERM & TERMINATION

9.1. Term: This Agreement shall commence as of the Effective Date and shall continue in full force and effect thereafter unless and until terminated as provided hereunder. Each Schedule shall become effective when duly executed by both parties and shall continue thereafter unless terminated as permitted hereunder.

9.2. Termination: Notwithstanding anything herein to the contrary, Customer may terminate, in whole or in part, this Agreement and/or any Schedule without cause upon ninety (90) days' written notice. Notwithstanding anything herein to the contrary, Vendor may terminate, in whole or in part, this Agreement and/or any Schedule without cause upon ninety (90) days' written notice. Customer agrees to pay Vendor for Services performed up to the effective date of termination, at the agreed upon rates. Notice of termination of any Schedule shall not be considered notice of termination of this Agreement. Notice of termination of the Agreement shall be considered termination of the Agreement and all Schedules under such Agreement unless otherwise specifically stated in the notice of termination.

9.3. Additional Termination Rights: Notwithstanding anything to the contrary contained in this Agreement or any applicable Schedule, in the event of any material breach of this Agreement or Schedule by either party, non-breaching party may (reserving cumulatively all other remedies and rights under this Agreement, at law and in equity) terminate the Schedule(s) involved and, this Agreement, in whole or in part, by giving thirty (30) days' written notice thereof to the breaching party; provided, however, that any such termination shall not be effective if the breaching party has cured the breach of which it has been notified prior to the expiration of said thirty (30) days (provided that if such breach relates to a failure to make payment by the Customer, there shall be one such 30-day cure period; thereafter, any future breach for non-payment shall not be subject to a cure prior to termination). Either party may terminate the Agreement or any applicable Schedule (a) if, in respect of the other party (i) an order is made or resolution passed for the non-voluntary winding up or (ii) a notice to appoint administrators is filed or an application presented or (iii) a receiver is appointed of all or any of its assets or (iv) it is unable to pay its debts as they fall due or habitually fails to make payment under this Agreement according to its terms or (v) a voluntary arrangement is proposed or petition is presented or (vi) an order is made for the bankruptcy or (vii) it enters into a deed of arrangements with its creditors or a receiving order is made; or (b) any Force Majeure Event prevents the other party from performing its obligations under this Agreement for any continuous period of three months.

ARTICLE 10. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE, ONE TO THE OTHER, FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR CUSTOMER'S INFRINGEMENT, MISAPPROPRIATION OR OTHER VIOLATION OF VENDOR'S INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S LIABILITY FOR DAMAGES IS LIMITED TO THE FEES ACTUALLY PAID BY THE CUSTOMER TO THE VENDOR UNDER THIS AGREEMENT DURING A PERIOD EQUAL TO THE SHORTER OF (I) THE TERM OF THIS AGREEMENT OF THE APPLICABLE SCHEDULE OR (II) FOR THE TWELVE MONTH PERIOD PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY.

ARTICLE 11. INDEMNIFICATION:

11.1. Customer shall indemnify and hold Vendor, its affiliates and their officers, directors and employees (each, an

“Indemnified Vendor Party”) harmless from any and all losses, liabilities, obligations, claims, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys’ fees and costs of investigation that any such Indemnified Party may suffer or incur as a result of or relating to (i) the improper storage, handling, installation or use of the Deliverables (and Licensed Software, if applicable) by Customer, Customer Entity or any of their respective affiliates or any of their customers or other end-users; (ii) any actions or inactions taken by Vendor at the instruction or request of Customer; and (iii) any breach of this Agreement, including any breach of Customer’s covenant obligations (including its obligation to make payment for Products and its requirement to maintain required licenses and approvals) or confidentiality obligations by Customer.

11.2. Vendor shall indemnify and hold Customer, its affiliates and their officers, directors and employees (each, an “Indemnified Customer Party”) harmless from any and all losses, liabilities, obligations, claims, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys’ fees and costs of investigation that any such Indemnified Customer Party may suffer or incur as a result of or relating to any breach of this Agreement, including any breach of Vendor’s warranties set forth in Article 8, by Vendor.

11.3. The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party’s obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim without the indemnified Party’s prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party’s cost). The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party’s obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim without the indemnified Party’s prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party’s cost).

11.4. The amount payable by either party as an indemnification under the terms of this Agreement is limited pursuant to Article 10 of this Agreement.

ARTICLE 12. CONFIDENTIAL INFORMATION:

12.1. Confidential Information. Each party agrees to regard and preserve as confidential all confidential, non-public information related to the business and activities of the other party and their respective affiliates, and each of their respective clients, customers, employees, suppliers and other entities with which they do business, that may be disclosed by one party (“Disclosing Party”) to the other party (“Receiving Party”) as a result of this Agreement. As used in this Agreement, “Confidential Information” means all of the following information, in any form, furnished or made available directly or indirectly by one party or its affiliates to the other party, whether or not designated “Confidential Information”: all information concerning the operations, affairs and businesses of either party or its respective affiliates, the financial affairs of either party or its respective affiliates, and the relations of either party or its respective affiliates with its or their respective employees and service providers.

12.2. Duty of Care. The Receiving Party agrees to hold such Confidential Information in trust and confidence for the Disclosing Party and not to disclose such information to any person, firm or enterprise, other than Receiving Party’s employees and agents on a “need to know” basis and only for the purpose of providing Services to Customer hereunder, or use (directly or indirectly) any such Confidential Information for its own benefit or the benefit of any other party, and further, shall take adequate, industry standard measures to maintain the security and confidentiality of such Confidential Information.

12.3. Use. Vendor may only use Customer Confidential Information in connection with the performance of its obligations and to otherwise exercise Vendor’s rights under this Agreement.

12.4. Exclusions. Information shall not be considered “Confidential Information” to the extent, but only to the extent, that such information:

(a) Was already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party;

(b) Is subsequently learned from an independent third party free of any restrictions and without breach of this Agreement or any other agreements;

(c) Is or becomes publicly available through no wrongful act of the Receiving Party; or,

(d) Is independently developed by the Receiving Party without use of or reference to any Confidential Information.

12.5. If the Confidential Information is subject to disclosure pursuant to an order, decree, subpoena or other validly issued judicial or administrative process requiring the Receiving Party or its representatives (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, the Receiving Party will promptly notify the Disclosing Party of such request or requirement so that the Disclosing Party may seek to avoid or minimize the required disclosure and/or to obtain an appropriate protective order or other appropriate relief to ensure that any Confidential Information so disclosed is maintained in confidence to the maximum extent possible by the agency or other person receiving the Confidential Information, or, in the discretion of the Disclosing Party, to waive compliance with the provisions of this Agreement. In any such case, and in addition to the notice contemplated in this Section 12.5, the Receiving Party in receipt of such Confidential Information will use its reasonable efforts, in cooperation with the Disclosing Party or otherwise, to avoid or minimize the required disclosure and/or to obtain such protective order or other relief to protect the Confidential Information. If, in the absence of a protective order or the receipt of a waiver hereunder, the Receiving Party or its representatives are compelled to disclose the Confidential Information or else stand liable for contempt or suffer other censure or penalty, the Receiving Party and its representatives will disclose only so much of the Confidential Information to such person compelling disclosure, as it believes in good faith on the basis of advice of counsel as required by law. The Receiving Party shall give the Disclosing Party prior notice of the Confidential Information it believes it is required to disclose.

12.6. Vendor shall cause its employees and instruct its subcontractors and/or employees of its subcontractor assigned to perform Services under any Schedule to comply with the terms of this Article 12 as it relates to Confidential Information of Customer. Vendor shall be responsible for any breach of this Article 12 by its employees, its subcontractors and/or employees of its subcontractors assigned to perform Services under any Schedule.

12.7. Breach or Threatened Breach. Each Party acknowledges and agrees that, in the event of a breach or threatened breach of any of the foregoing provisions by the other party, the Receiving Party or the Disclosing Party, as the case may be, may have no adequate remedy in damages and, accordingly, each shall be entitled to seek injunctive relief against such breach or threatened breach; provided, however, that no specification of a particular legal or equitable remedy shall be construed as a waiver, prohibition or limitation of any other legal or equitable remedies in the event of a breach hereof.

12.8. Return of Confidential Information. At any time after the disclosure or receipt of any Confidential Information by the Receiving Party, and at the request and option of the Disclosing Party, the Receiving Party agrees to promptly return the Confidential Information of the Disclosing Party to the Disclosing Party. Notwithstanding the foregoing and the termination of this Agreement, Vendor may continue to use any Customer Materials that have been loaded, input, added or otherwise used in Vendor's artificial intelligence and machine learning technologies prior to the termination of this Agreement in connection with Vendor's business purposes. Vendor shall have no obligation to extract or remove such Customer Materials from Vendor's artificial intelligence and machine learning technologies.

12.9. Customer Data. If Services provided hereunder include access to, or use of, Customer Data, Vendor shall comply with Customer's Information Protection Contract Requirements as specified in **Exhibit 2**.

ARTICLE 13. GOVERNING LAW

In all respects this Agreement shall be governed by the substantive laws of the State of Delaware without regard to conflict of law principles. Any claim or action brought by one of the parties hereto in connection with this Agreement shall be brought in the appropriate Federal or State court located in the State of Delaware, and the parties hereto irrevocably consent to the exclusive jurisdiction of such court.

ARTICLE 14. INSURANCE

14.1. Vendor agrees to provide and to maintain in effect at all times during the term of the Agreement, at Vendor's sole expense, the following minimum insurance coverage to protect the parties from any liability which may arise out of or result from the Services provided by or operations of the Vendor under this Agreement:

(a) Workers' Compensation covering all Vendor employees in accordance with applicable Statutory, federal or other legal requirements and Employer's Liability Insurance in an amount of not less than \$1,000,000 per accident for bodily injury by accident, \$1,000,000 policy limit by disease and \$1,000,000 per employee for bodily injury

by disease, or as may be legally required, whichever is greater.

(b) Commercial General Liability Insurance written on an occurrence form including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury and contractual liabilities arising out of any and all Services provided by Vendor under this Agreement with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. The policy shall be endorsed to name Customer, its subsidiaries, directors, officers, employees, agents and affiliates as additional insured.

(c) Professional Liability/Errors and Omissions coverage of not less than \$ 2,000,000 each claim and annual aggregate. The coverage must include coverage for computer/cyber risks.

(d) Commercial Crime Insurance including blanket coverage for Employee Dishonesty and Computer Fraud, for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by the employees of Vendor, acting alone or in collusion with others, including the property and funds of others in their possession, care, custody or control, with a minimum limit per event of \$1,000,000. This coverage shall be endorsed to name Customer as loss payee.

(e) Umbrella/Excess Liability with policy limits of not less than \$ 2,000,000 per occurrence and annual aggregate, as excess over general liability, automobile liability and employer's liability. In addition to including the general policy provisions required below, the terms and conditions of the policy must be at least as broad as the underlying general liability, automobile liability and employers' liability policies required herein.

14.2. All insurance policies shall be issued by companies licensed to do business in the states where the Services are delivered or the operations are performed. All insurance policies shall include at least thirty (30) days written notice to Customer prior to cancellation or non-renewal.

14.3. Prior to the commencement of any Services under this Agreement and prior to the expiration of any required policy of insurance, Vendor shall cause its insurers or their authorized agent to provide Customer with certificates of insurance evidencing the required coverage.

14.4. These insurance requirements shall not in any way limit Vendor's indemnity obligations to Customer as set forth elsewhere in this Agreement, nor shall they relieve or decrease the liability of Vendor in any way. Customer does not in any way represent that the insurance or limits of insurance specified above are sufficient or adequate to protect the Vendor's interests or liabilities.

ARTICLE 15. AUDIT, EXAMINATION AND RECORD RETENTION

15.1. During the term of this Agreement Vendor shall provide to the internal and external auditors and personnel of Customer and Customer's Entities (individually and collectively the "Customer Auditors"):

(a) All Vendor commissioned third party security audit reports that relate, in any way, to the Services furnished by Vendor; and

(b) Reasonable access at a mutually agreed upon time during normal business hours to Vendor's and as applicable, its subcontractors' and/or agents (who perform any material portion of the Services) facilities including, without limitation, their respective records, systems, controls, processes, and operation locations, for the purpose of determining, as applicable, among other things compliance with:

- (i) Regulatory requirements;
- (ii) The Information Protection Contract Requirements;
- (iii) Payment terms;
- (iv) Customer policies; and
- (v) Other terms hereunder

15.2. If any audit by a Customer Auditor results in Vendor being notified that it, its agents or subcontractors are not in compliance with such requirements, Vendor shall, at its expense, take all necessary actions to comply, and shall cause

each of its subcontractors or agents to take all necessary actions to comply at its or their expense.

15.3. Vendor shall maintain complete and accurate accounting records in connection with Services performed and materials provided hereunder, in accordance with generally accepted accounting principles, to substantiate its charges. Upon reasonable request from Customer, Customer shall be given reasonable access to Vendor's premises or documentation so long as such access reasonably relates to Customer's assessment of Vendor's compliance with the terms of this Agreement, provided that, for the avoidance of doubt, such documentation shall be considered "Confidential Information" hereunder. If any audit reveals that Customer has overpaid any amounts, Customer shall deliver a written notice to Vendor that includes support of any claimed overpayment. Vendor shall have ten (10) days to review such notice and, if it accepts such support, shall remit to Customer such amounts due within fifteen (15) days of a dispute being submitted. If Vendor disputes such notice, the Parties agree to negotiate in good faith a resolution to such dispute.

15.4. At the written request of Customer throughout the term of the Agreement, Vendor shall provide to Customer and at no cost to Customer, copies of Vendor's commissioned third party security audits.

15.5. In connection with its obligations under this Article 15, Vendor shall reasonably cooperate and provide to Customer Auditors, in a timely manner, all such assistance as they may reasonably require in connection with any audit or examination. Customer shall provide Vendor with a reasonable time period to complete the requests of the auditors and examiners.

15.6. Vendor does, from time to time, conduct accessibility audits to assess compliance with the Americans with Disabilities Act of 1990 (ADA) as well as various other technical standards and regulations. However, Vendor does not provide legal opinions. Any guidance provided by Vendor in connection with its accessibility audits does not and shall not constitute a legal opinion or legal advice and should not be construed as such.

15.7. Records Retention. Until the later of: (a) three (3) years after expiration or termination of this Agreement; (b) all pending matters relating to this Agreement (e.g., disputes) are closed; or (c) any retention requirements under applicable law, Vendor shall maintain and provide access upon request to the records, documents and other information required to meet Customer's audit rights under this Agreement. Before destroying or otherwise disposing of such information, Vendor shall provide Customer with sixty (60) days prior notice and offer Customer the opportunity to recover such information or to request Vendor to deliver such information to Customer.

ARTICLE 16. ADVERTISING & PUBLICITY

Customer hereby permits Vendor to use its name, character, artwork, designs, trade names, trademarks or service marks in any publicly disclosed advertising, announcements, marketing, press release, and/or promotion.

ARTICLE 17. ASSIGNMENT

Upon advance written notice to Vendor, Customer may assign its rights under this Agreement or the applicable Schedule to an entity that is either (a) acquiring all or substantially all of Customer's assets and assuming all liability related to such assets, or (b) acquiring the division, business unit or operation of Customer which uses the Deliverable (and Licensed Software, if applicable) and assuming the liabilities of such division, business unit or operation. Additionally, the assignee must agree in writing to the terms and conditions of this Agreement, including all applicable Schedules.

Upon advance written notice to Customer, Vendor may assign its rights under this Agreement or the applicable Schedule to an entity that is either (a) acquiring all or substantially all of Vendor's assets and assuming all liability related to such assets, or (b) acquiring the division, business unit or operation of Vendor which produces the Deliverable (and Licensed Software, if applicable) and assuming the liabilities of such division, business unit or operation. Additionally, the assignee must agree in writing to the terms and conditions of this Agreement, including all applicable Schedules.

ARTICLE 18. USE OF SUBCONTRACTORS

Vendor may subcontract any of its obligations under this Agreement to a subcontractor provided that Vendor shall remain at all times primarily responsible for the acts and omissions of any such subcontractor and shall retain any such liability and responsibility under this Agreement as if such subcontracted activities were performed by Vendor.

ARTICLE 19. BACKGROUND CHECKS

19.1. Vendor acknowledges responsibility for the performance of its employees, and its subcontractors, in furtherance of Services they perform under this Agreement. Vendor further agrees to take reasonable preventative steps to ensure that its employees, and its subcontractors, will not engage in inappropriate conduct while at or on any Customer

designated facility related to the use of illegal drugs or alcohol; the use, distribution, sale or possession of illegal drugs or alcohol; the possession of a weapon; harassment, threats or violent behavior.

19.2 Where permitted by law, all of Vendor's employees and subcontractors assigned to perform work for Customer under this Agreement must undergo criminal records checks for all felony and misdemeanor convictions other than minor traffic violations in all countries where the individual has lived during at least the last three (3) years (subject to applicable laws) to include pleas of guilty and nolo contendere, regardless of whether adjudication has been withheld. Vendor agrees to assign to Customer only individuals who have no felony convictions, regardless of whether adjudication has been withheld.

19.3 Customer reserves the right to audit Vendor's, and its subcontractors' performing Services hereunder, criminal records check files (including its applicable subcontractors files) and Vendor agrees to make these files available to Customer within fifteen (15) business days of Customer's request.

ARTICLE 20. NOTICES

Unless otherwise specified, all notices shall be in writing and delivered personally or mailed, first class mail, postage prepaid, to the addresses of the parties set forth at the beginning of this Agreement, to the attention of the undersigned; provided, however, that a copy of any Vendor notice of material breach to Customer shall also be sent to:

Customer
General Counsel's Office
Address

with a copy to Procurement Services:

Customer
Procurement Services
Address

And:

Customer
Address

Primary contact name

As to any Schedule, notices shall also be sent to the signatories of the Schedule involved. Either party may change the address(es) or addressee(s) for notice hereunder upon written notice to the other. All notices shall be deemed given on the date delivered.

ARTICLE 21. OVERALL AGREEMENT

21.1. Entire Agreement. The Exhibits, Schedules and attachments to this Agreement are incorporated by this reference and shall constitute part of this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties pertaining to the subject matter hereof.

21.2. Modification. No modification, amendment or supplement to this Agreement, any Schedule, or any provisions hereof or thereof shall be binding upon the parties unless made in writing and duly signed by both parties.

21.3. Waiver. At no time shall any failure or delay by either party in enforcing any provisions, exercising any option, or requiring performance of any provisions, be construed to be a waiver of same.

ARTICLE 22. SEVERABILITY

If any term, provision or part of this Agreement is to any extent held invalid, void or unenforceable, the remainder of this Agreement shall not be impaired or affected thereby, and each term, provision and part shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE 23. HEADINGS

Headings are for reference and shall not affect the meaning of any of the provisions of this Agreement.

ARTICLE 24. SURVIVAL

Any provision of this Agreement, which contemplates performance or observance subsequent to termination or expiration of this Agreement (including, without limitation, confidentiality, limitation of liability and indemnification provisions) shall survive termination or expiration of this Agreement and continue in full force and effect, subject to the terms, conditions and limitations applicable thereto as set forth in this Agreement.

ARTICLE 25. FORCE MAJEURE

Neither party shall be liable to the other party for any delay, failure in performance, loss or damage due to fire, explosions, power blackouts, earthquakes, floods, the elements, strikes, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, interruption or failure of telecommunication, digital transmission links, Internet failures and delays, pandemics, epidemics, governmental stay-at-home orders or recommendations or other causes similar to the foregoing ("Force Majeure Events"); provided that such cause was not within the reasonable control of the party affected. If such Force Majeure Event continues for more than fifteen (15) days, Vendor or Customer may terminate this Agreement without liability as of the date specified in a written notice to Vendor.

ARTICLE 26. CRISIS PREPAREDNESS PLANNING

In this section, the following terms have the meaning set out below:

"Disruption(s)" means any incident or event, anticipated or not, including a Force Majeure Event that has the potential to impact Vendor's ability to deliver Services.

"Disrupted Service(s)" means the Service(s) affected by a Disruption whether in whole or in part.

Vendor shall maintain a business continuity plan ("**BCP**") and a disaster recovery ("**DR**") plan to address Disruptions. Vendor and any permitted subcontractor providing Services shall annually test critical components of their BCP and DR plan. Vendor shall remove any Production Data copied during any testing of the BCP and DR plan. Vendor shall provide results or access, or both, to such plans for review upon request by the customer.

Upon the occurrence of any incident that may cause a Disruption (including a Force Majeure Event) that could impact Vendor's performance of the Services in accordance with this agreement, Vendor shall immediately notify the customer. Vendor shall use commercially reasonable efforts to deploy any backup workers as quickly as possible to minimize impact and shall keep the customer updated as often as is reasonably possible.

In the event of Disrupted Service(s) affecting either party, Vendor shall designate to the Customer a primary and secondary contact that will be responsible for the maintenance and implementation of the BCP and equipped with the appropriate training and experience to assist the customer.

ARTICLE 27. COPYRIGHT

Vendor and its subcontractors shall not place copyright (©) symbols for Vendor or subcontractor, or similar marks, on any Deliverables unless expressly agreed in writing.

EXHIBIT 1 - FORM OF SCHEDULE

Vendor (Name and Address):

Schedule No.: **[Sample Only (E.G. 1, 2, ETC.)]**

Date of Schedule:

This Schedule is issued pursuant to the Master Agreement made and entered into as of the _____ day of _____, 20____ by and between [_____] and T-Base Communications USA Inc., an Allyant company (the "Agreement"). This Schedule is effective when executed by both Vendor and the Customer Entity executing this Schedule and forms a separate agreement, which hereby incorporates by reference, the terms and conditions of the Agreement, as amended and modified in this Schedule. Any term not otherwise defined herein, shall have the meaning specified in the Agreement.

Customer Project Manager:

Vendor Location:

Consultant Project Manager:

Status Reports are required:

[Insert applicable frequency]

See Attachment A to this Schedule for a complete description of the Services, Deliverables (and Licensed Software, if applicable) and/or other tasks to be accomplished, the milestone or implementation schedule, the charges and/or rates applicable to this Schedule and any other mutually agreeable information.

[INSERT NAME OF CUSTOMER]

**T-BASE COMMUNICATIONS USA INC DBA
ALLYANT**

By: _____

By: _____

Name: _____
(Type or print)

Name: _____
(Type or print)

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A [to Form Schedule]

DETAILED DESCRIPTION OF SERVICES

DETAILED DESCRIPTION OF DELIVERABLES AND APPLICABLE DELIVERY DATES

DESCRIPTION OF LICENSED SOFTWARE (IF APPLICABLE)

COSTS/FEES/CHARGES - OUT OF POCKET EXPENSES AND ALL REIMBURSABLE EXPENSES APPROVED BY CUSTOMER

TIMEFRAME OF PROJECT/TERM OF SCHEDULE

ANY OTHER TERMS AND CONDITIONS MUTUALLY AGREED UPON BY THE PARTIES

EXHIBIT 2 – INFORMATION PROTECTION CONTRACT REQUIREMENTS

Information Protection Contract Requirements

Vendor and each employee of such entity (“**Service Provider**”) shall comply with, and cause each Sub-Vendor to comply with, all of the provisions of the Information Protection Contract Requirements (“**IPCR**”).

1) Definitions

- a) “**Agreement**” means the Master Agreement Made and entered into as of the XXXX 20XX by and between XXXXXX (the “Customer”) and T-Base Communications USA Inc., an Allyant company, (the “Vendor”), to which the IPCR is attached.
- b) “**Customer**” means Customer, its parent, subsidiaries, affiliates and/or consultants, contractors, or suppliers authorized by Customer to represent Customer’s interests as applicable hereto.
- c) “**Customer Data**” means any information, including, but not limited to, personally identifiable information about Customer’s employees, clients and/or customers that Service Provider receives or is allowed access to in connection with this Agreement.
- d) “**Sub-Vendor**” means collectively and individually any third party authorized by Service Provider, including without limitation, any agent, affiliate, representative, contractor, service provider, outsourcer, or the like, to which Service Provider discloses or allows access to Customer Data.

2) Warranty

Service Provider represents, warrants, and covenants that it will comply with all laws and regulations applicable to Service Provider’s provision of Services as contemplated under this Agreement, including, without limitation, all data protection and security laws and regulations.

3) General

- a) All Customer Data remains, at all times, the sole property of Customer. Customer Data, or any portion thereof, shall not be retained in any manner whatsoever, beyond the expiration or termination of the Agreement, except as required by law. Upon completion of the services supplied in accordance with the Agreement, Customer Data must be returned or properly and immediately disposed as per Customer standards.
- b) Service Provider shall establish and maintain administrative, technical and physical safeguards to protect the security, integrity, confidentiality and availability of Customer Data, including, without limitation, to protect Customer Data against any anticipated threats or hazards and to protect against any unauthorized or unlawful access to, use of, or disclosure of Customer Data, or any other compromise of Customer Data.
- c) Service Provider agrees to deploy applicable and necessary security patches to all systems that process, store or otherwise support the services described in the Agreement, including, but not limited to operating system, open source, and application software, and the like, as quickly as reasonably possible.
- d) Service Provider agrees to employ supported software (e.g. software under active maintenance, including but not limited to operating system, open source, application software and/or the like) on any systems that process, store or otherwise support the services described in the Agreement.
- e) Service Provider shall not access, use or disclose Customer Data for any purpose other than the purpose stated in the Agreement.
- f) Customer Data used by Service Provider in development and test systems shall not contain direct copies of Customer Data from production systems.
- g) Service Provider shall maintain policies documenting the consequences for violations of Service Provider’s data security policies.

4) Records Retention

Service Provider agrees to maintain and enforce retention policies for any and all reports, logs, audit trails and any other documentation that provides evidence of security, systems, and audit processes and procedures according to requirements mutually agreed upon in writing by Customer and Service Provider and in accordance with all applicable laws and regulations.

5) Data Security Breach Notification

In the event there is any improper, unauthorized or unlawful access to, use of, or disclosure of Customer Data or any other compromise of Customer Data ("**Security Incident**"), Service Provider shall immediately notify Customer in writing of the Security Incident. Service Provider shall fully cooperate with Customer to resolve any data privacy or security issues involving Customer Data, including without limitation any Security Incident and/or notifications related thereto.

6) Audits and Inspections

- a) Service Provider shall document and, if requested by Customer, promptly provide to Customer, at a minimum, access to copies of all relevant data privacy and security policies and standards (including escalation procedures for non-compliance) for Customer review.
- b) Service Provider shall fully cooperate with Customer in connection with any inspections (remote and/or onsite), including but not limited to, inspections for data privacy and security compliance, and with self-assessment security compliance reviews. On-site inspections will be done by Customer authorized representatives upon reasonable advance notice during regular business hours. Service Provider shall remedy any issues identified hereunder in a timely manner.
- c) Upon Customer's request, Service Provider shall promptly make available to Customer copies of any third party data processing audit or review in its possession or control.

If the services to be supplied by Service Provider should, at any time, include Service Provider hosting an Internet facing application, Service Provider agrees to promptly perform and provide to Customer a summary attestation from a vulnerability threat assessment ("**VTA**") test or such other testing demonstrating that the Internet facing application has no material security vulnerabilities. The attestation report must include, at a minimum, a definition of how the vulnerabilities are rated (high/medium/low, serious/moderate/minimal) and evidence that the application has no open vulnerabilities at the highest rating and shows the number of vulnerabilities at any lower ratings.

- d) Service Provider agrees to allow Customer to monitor Customer Data in any reasonable manner determined by Customer to detect the improper, unlawful, or unauthorized access to, use of, or disclosure of Customer Data as long as the method of monitoring the Customer Data will not cause Service Provider to be in breach of any law or regulation.

7) Security Administration

- a) Service Provider shall provide security awareness training to all individuals authorized by Service Provider to have access to Customer Data. The training shall be consistent with best practices in the industry and designed, at a minimum, to educate all such individuals on maintaining the security, confidentiality, integrity and availability of Customer Data, and shall occur before such individuals are allowed access to Customer Data and no less than annually thereafter.
- b) Service Provider's assigned administrator(s) must retain sole responsibility for granting access to Customer Data for all Service Provider employees and other users, and for providing a process by which employee and other user accounts shall be created and deleted in a secure and timely fashion.
- c) Service Provider shall establish, maintain and enforce the security access principles of "segregation of duties" and "least privilege" with respect to the Customer Data hereunder.

8) Survival Rights

This IPCR and all provisions herein shall survive so long as Service Provider retains any Customer Data. Furthermore, Sections 1, 2, 3(a), 4, 5, 6, 7, and 9 shall survive indefinitely with respect to Service Provider's activities under the Agreement and the IPCR.

ALLYANT

Comments/Exceptions to George Mason University Contract

All Allyant Services are provided in accordance with Allyant's standard Services Agreement (the "Allyant Terms"). A copy of the Allyant Terms have been enclosed with Allyant's response to the RFP

Allyant intends to incorporate the Allyant Terms into the University's Contract. Allyant understands, however, that in the event of a direct conflict between the provisions of the Allyant Terms and the University's Contract, the University's Contract would control (subject to the exceptions below). For the avoidance of doubt, all non conflicting provisions of the Allyant Terms shall continue to apply.

Applicable Section/Language:	Allyant Comment
Section II	Allyant requests that a SOW that is signed and accepted by both parties be valid and enforceable even if it does not conform to the pre-approved SOW Form.
Section VII	Allyant requests that the Allyant Terms be added to the list of Contract Documents.
Section X(C)	Allyant requests more information to understand why it would be waiving any claims.
Section X(D)	Allyant requests the ability to assign the contract, without consent, to a purchaser of all or substantially all of its assets or business to which the contract relates or in connection with a merger or similar event.
Section X(E)	Allyant requests that the inspections/audits be limited to no more than one time in any 12 month period, be conducted at Mason's sole cost and expense and requires at least 15 days prior written notice of such inspection/audit.
Section X(R)	Allyant takes exception to Section X(R) and requests that it be deleted in its entirety.
Section X(V)	Allyant requests that Section X(V) be made mutual.
Section X(W)	Allyant takes exception to Section X(W) and requests that it be deleted in its entirety. Allyant will provide additional goods and services at mutually agreed upon pricing.
Section X(Y)	Allyant requests that Section X(Y) be limited to third party claims for death, bodily injury and damage to tangible property claims caused by Allyant's negligence or willful misconduct only. Allyant would also request prompt written notice of the claim and the right to conduct the defense and settlement of the claim.
Section X(CC)	For the intellectual property infringement indemnity, Allyant requests this be limited to third party claims and that it receives prompt written notice of the claim and the right to conduct the defense and settlement of the claim. Allyant also requests language similar to the following be added: <i>"Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the products and services in violation of this</i>

Applicable Section/Language:	Allyant Comment
	<i>Agreement or applicable law, (b) use of the products and services after Contractor notifies Mason to discontinue use because of an infringement claim, (c) any claim relating to any third party products or services or Mason provided materials, (d) modifications to the products or services made other than by Contractor (where the claim would not have arisen but for such modification), or (e) the combination, operation, or use of the products or services with software, materials or equipment which was not provided by Contractor, to the extent that liability for such claim would have been avoided in the absence of such combination, operation, or use.”</i>
Section X(CC)(2)	Allyant requests that Section CC(2) be deleted in its entirety and replaced with the following language: Except for Contractor Materials (as defined below), Mason shall, upon payment in full therefor, own all right, title, and interest in and to all documents and materials remediated by Contractor for Mason, and all intellectual property rights therein (the “Deliverables”). Contractor agrees to execute any instruments and to do all things reasonably requested by Mason to vest Mason with all ownership rights in such Deliverable. To the extent that Contractor delivers Contractor Materials to Mason then Contractor grants Mason a perpetual, non-exclusive, non-transferable, royalty-free, worldwide license to use such Contractor Materials solely in conjunction with Mason’s use of the Deliverables (and not separate therefrom). “Contractor Materials” shall mean all information, methodologies, data, ideas, concepts, know-how, techniques, documentation, software, and development tools that Contractor possesses prior to the commencement of the Services or which it develops independent of any activities governed by this Agreement, and any derivatives, modifications or enhancements made to any such property while performing the Services. Contractor shall own all right, title and interest in and to the Contractor Materials.
Section X(HH)	Allyant requests that a 30 day cure period be included in this Section.
Section X(II)	Allyant takes exception to the renewal pricing and would like to negotiate this with the University.
Section X(OO)	Allyant requests more information on SWaM compliance and goals before it can agree to this clause.
Section X(PP)(2)	Allyant requests and exception to this section such that its personnel located outside of the United States may access such data solely in conjunction with the performance of services for Mason.
Section (X)(QQ)(3)	Allyant requests that the inspections/audits be limited to no more than one time in any 12 month period, be conducted at Mason’s sole cost and expense and requires at least 15 days prior written notice of such inspection/audit.
Section X(SS)	Allyant requests that this Section be deleted. Instead, Allyant will provide Mason with its warranty set forth in the Allyant Terms.

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: T-Base Communications USA, Inc. dba Allyant

Preparer Name: Ariel Kunar **Date:** June 12, 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: T-Base Communications USA, Inc.

Date: June 21, 2024

DBA: Allyant

Address: 806 Commerce Park Dr.

Ogdensburg, NY 13669

By: 

Signature

FEI/FIN No. 55-0781681

Name: Ariel Kunar

Fax No.

Title: CEO

Email: akunar@allyant.com

Telephone No. 1 800 563 0668 x5282

SWaM Certified: Yes: _____ No: X (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.



Price Proposal for George Mason University

Document Remediation & Braille Services

GMU-GL0510-24

July 1, 2024

Submitted by:

Robert Feldman

Allyant

Account Executive, Education

806 Commerce Park Dr.

Ogdensburg, NY 13669

rfeldman@allyant.com

1-800-563-0668 x5393

ALTERNATE FORMAT TRANSCRIPTION PRICING			
<ul style="list-style-type: none">Pricing is based on output page and receipt of text based electronic files.Fees below are exclusive of taxes and shipping fees.			
Alternate Format	Literary	Math/Science (Nemeth)	Music
Large Print (Enlargement)	\$4.50 per page		
UEB Braille	\$15.00 per page	\$22.00 per page	\$25.00 per page
Tactiles (Swell Touch)	\$22.50 - 35.00 per page		

ALTERNATE FORMAT PRINTING/EMBOSSING PRICING	
<ul style="list-style-type: none">The cost of each document produced is dependent on the length of the document and formats requested.	
Item	Cost
Large Print paper (Enlargement 11 x 17)	\$0.75 per page
Braille paper	\$2.00 per page
Tactiles (Swell Touch)	\$7.00 per page
Cerlox Binding for Braille; after 10 sheets	\$7.00 per volume

Spiral Binding for Large Print; after 15 sheets	\$7.00 per volume
Shipping	At cost

DOCUMENT REMEDIATION PRICING	
Page Type	Cost
Regular PDF Pages	\$5.00 per page
PDF Fillable Forms	Starts at \$50 per page
Scanned PDF Pages	\$8.00 per page
Non-PDF documents to be made accessible and returned in their native file formats (Word, Excel, PowerPoint)	\$75 per hour



STATEMENT OF WORK

THIS STATEMENT OF WORK ("SOW") is made by and between T-Base Communications USA, Inc. DBA Allyant Company ("Vendor") and XXXXXX in accordance with GMU contract GMU-GL0510-24-02.

Summary of Scope of Work

Vendor shall provide ad-hoc remediation and transcription services for documents and textbooks.

Project Duration

Start Date: XXXXXX

☒ Fixed Fee: XXXXXX shall pay Vendor in accordance with the following fee schedule:

Remediation and Transcription Services			
<div><ul style="list-style-type: none">Pricing is based on output page and receipt of text based electronic files.Fees below are exclusive of taxes and shipping fees.Prices are subject to change.</div>			
Alternative Format	Literary	Math/Science	Music
Large Print (Enlargement)	XXXXXX per page		
Braille	XXXXXX per output page	XXXXXX per output page	XXXXXX per page
Tactiles	XXXXXX per output page		
Remediation Services	Cost		
Regular PDF Pages	XXXXXX per page		
Excel files	XXXXXX per sheet		
PowerPoint files	XXXXXX per slide		
Word files	XXXXXX per page		
PDF Fillable Forms	XXXXXX per page		
Scanned PDF Pages	XXXXXX per page		

Production Pricing	
<div><ul style="list-style-type: none">The cost of each document produced is dependent on the length of the document and formats requested.</div>	
Item	Cost
Large Print paper (11x17)	XXXXXX per page
Braille paper	XXXXXX per page
Tactiles (swell touch)	XXXXXX per page



Cerlox Binding for Braille; after 10 sheets	XXXXXX per volume
Spiral Binding for Large Print; after 15 sheets	XXXXXX per volume
Shipping	At Cost

Key Vendor Personnel, if any (Names & Titles):

Jeff Jullion
Senior Account Executive
Allyant
885 Meadowlands Drive East, # 401 | Ottawa, ON | K2C 3N2
806 Commerce Park Drive | Ogdensburg | NY | 13669
Direct: 613. 266. 8497
Email: jjullion@allyant.com

In witness whereof, the parties have caused this SOW to be executed by their respective duly authorized representatives as of the date first written above.

XXXXXX

T-Base Communications USA, Inc. DBA Allyant

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____