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**REQUEST FOR PROPOSALS
GMU-1404-17**

ISSUE DATE: February 10th, 2017

TITLE: University Event & Registration Systems – TouchNet Ready Partners

PRIMARY PROCUREMENT OFFICER: Katherine Sirotin, Assistant Director, ksirotin@gmu.edu
SECONDARY PROCUREMENT OFFICER: TaMeisha Norris, Senior Buyer, tjenkin2@gmu.edu

OPTIONAL PRE-PROPOSAL CONFERENCE: An **optional** pre-proposal conference will be held at 10:00AM on February 23rd, 2017 at The Hub Building, Meeting Room 5. See Section XVI. Special Terms and Conditions Paragraph 12 for additional information and requirements concerning this pre-proposal conference.

QUESTIONS/INQUIRIES: See Section XVI. Special Terms and Conditions Paragraph 16

PROPOSAL DUE DATE AND TIME: April 06th, 2017 @ 2:00 PM EST. Hand deliver or mail proposals directly to the address above. Electronic submissions will not be accepted. A public opening will not be held. Late proposals will not be accepted.

Note: A return envelope is not being provided. It is the responsibility of the Offeror to ensure the proposal is submitted in a sealed envelope, box, container, etc. that clearly identifies the contents as a proposal submission in response to this Request for Proposal. See Section XII Paragraph C herein. If delivering proposals by hand, deliver to the Purchasing Department located in Suite 4200 of Alan and Sally Merten Hall (Merten Hall), Fairfax Campus. [Campus Map](#)

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:

Date: _____

By: _____
Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

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- I. **PURPOSE:** George Mason University (herein referred to as “Mason”) is seeking proposals from qualified sources for University Registration Systems including, but not limited to, Course and Event Registration and Event Management Systems for Higher Education and/or Community Education. **Offerors’ solutions/systems must be able to integrate with TouchNet; which is Mason’s E-Commerce Payment Platform. Offerors must either be TouchNet Ready Partners at time of contract award or must be working to become TouchNet Partners by time of award (failure to become a TouchNet Ready Partner will result in any awarded contracts being terminated and any and all funding being revoked).** As our Departments requirements are varied and unique, the intent of Mason is to award to multiple offerors. Mason is an educational institution and agency of the Commonwealth of Virginia.
- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.
- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract 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 Contractor will notify the University in writing of any such entities accessing this contract. The Contractor will 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(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 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.
- VIII. **PERIOD OF PERFORMANCE:** One (1) Base Year, with Four (4) Optional, One (1) Year Renewals from date of contract award.
- IX. **BACKGROUND:** Currently, George Mason University's departments are using a wide variety of course and event registration systems and management systems. Mason has recently awarded a University wide contract to TouchNet for an E-Commerce Payment Platform and is in need of qualified offers to provide TouchNet compatible Course and Event registration and Event Management systems for our departments. Currently, our Departments use a wide variety of systems including Active Network and Reg-Online, etc. The University's goal is to move these Departments to TouchNet compatible systems that still meet the Departments varying requirements.
- X. **STATEMENT OF NEEDS:** George Mason University (herein referred to as "Mason") is seeking proposals from qualified sources for vendors to provide University Registration Systems including but not limited to Course and Event Registration and Event Management systems for Higher Education and/or Community Education. **Offerors must either be TouchNet Ready Partners at time of contract award or in the process of becoming TouchNet Ready Partners (failure to become a TouchNet Ready Partner will result in any awarded contracts being terminated and any and all funding being revoked). Vendors must be able to integrate with TouchNet; which is Mason's E-Commerce Payment Platform.** The intent of George Mason University is to award to multiple offerors. George Mason University is an educational institution and agency of the Commonwealth of Virginia.

Statement of Needs - Requirements: The requirements in Section A. Requirements are essential to the University. Consideration of your offer will be contingent on your solution/system, which, at a minimum, must meet some, and preferably most of the Requirements outlined below. Please, clearly outline in your proposal which Requirements your solution/system meets and describe how it meets the requirements below. If any customization, configuration, or professional services will be needed to meet a need, please clearly identify that fact and provide a detailed list of estimated costs for those services if they are not included in the response elsewhere:

Note: The Departmental Specific Requirements in Section B. are preferred by specific departments but may not impact award if your system can meet some or most of the Requirements below. As Mason is looking for an assortment of offerors to meet our Department's needs we are open to considering a variety of solutions.

- A. **General Requirements:** The majority of Mason's end users are not technical experts, and have little to no experience with html coding, programming, or making complex edits to software or systems. Offeror's solutions will be evaluated on ease of use for non-technical users in addition to the requirements below:
1. System must be user friendly and flexible as well as quick and easy to use. Offeror demonstrations of their solution/system shall be required before contract award is made.
 2. System must have very strong data security. Please clearly define your data security in your offer. Offeror will be required to complete, sign and return a Data Sharing Addendum at time of contract award. Attachment C is our Sample Data Sharing Addendum and may change.
 3. System must allow unlimited number of departments and Mason customers to use the system simultaneously.
 4. System/Solution must have ability to import/export data securely, and must clearly define ALL data integration methods and protocols used:
 - a. Offerors must specifically address the ability to :
 - i. Transfer data files (CSV, space delineate, etc.) via SFTP
 - ii. Transfer live data via restful APIs, SOAP web services, java messaging, or other dynamic and encrypted methods
 - iii. Integrate with data integration automation or ETL tools

5. Must provide a seamless customer experience with a continuous flow throughout the entire registration process
Additional customer requirements are:
 - a. Customer has ability to set up an account
 - b. Ability to register now and pay later
 - c. Ability to offer all-inclusive pricing and pay only for completed registrations
 - d. Allow customers to register for multiple programs/events at the same time (shopping cart function)
 - e. Ability to easily update or cancel a registration within certain date parameters (ex. Customer can cancel registration up until January 1st and then cancellation is not allowed).
 - f. Ability to register a group
 - g. Ability to limit registration capacity and manage a wait-list
 - h. Must have email and text message communication capability integrated with the registrations to quickly and easily generate targeted notifications and reminders to participants at any time
 - i. Ability to collect and retain customer account and donor information
 - j. Ability to issue gift card credits to a customer account
 - k. Ability to take donations during registration
 - l. Ability for customers to log in to their account and view all prior history
 - m. Ability for Mason to search for past and present customers and report on their activity

6. System must have customizable forms/templates which include but are not limited to the ability to:
 - a. Customize Fields
 - b. Send Users secondary forms depending on choice of first forms
 - c. Make various fields required input
 - d. Embed personalized logos/customize colors/contents/themes (all Mason logos must adhere to Mason's Visual Identity Brand).
 - e. Incorporate fillable sections that allow for detailed (text-heavy) instructions
 - f. Ability to copy previous event templates for annual or recurring events
 - g. Display class information (teachers, room number, time, building, etc) on the top of attendance sheets

7. Must provide search capabilities for administrative functions (such as searching for customer information, names, etc.). Including the ability to generate and customize reports with specific data, containing information like:
 - a. Collect all personal information and keep a searchable database
 - b. Keep history of transactions for customers, classes, seasons, etc.
 - c. produce class rosters and attendance sheets with pertinent risk management questions, contact information, dates etc.
 - d. robust financial reporting (ex. revenue by classes, customers, seasons, reconciliation with remittance checks, overdue payments).
 - e. program reporting (class totals, classes cancelled or open, daily calendar of activities, instructor schedules, class rosters with payment history)
 - f. robust communication module to email customers by class registration, past classes. Need ability to schedule emails ahead and create communication lists to be reused.
 - g. ability to create programs with date, times, multiple fees, scholarships, discounts, coupons, donations, waiting lists, instructors, custom questions, pre-requisites, age parameters, etc.
 - h. Must be able to show breakdowns of student percentages/lists (Breakdowns based on who have taken multiple classes, T-Shirt sized, region, ages, gender, etc.).

8. Ability to create Subscriptions Lists that include the following data:
 - a. Event registration and participation data
 - b. Rosters and attendance data
 - c. Revenue information
 - d. Payment information
 - e. Receivable information
 - f. Customer account information
 - g. Scheduling Lists (by instructor, by class, by room, etc.)
 - h. Donor Lists
 - i. Discount or Coupon Code Usage
 - j. Evaluation Statistics
 - k. Customer/Demographic Information

1. General Analytics of user behavior and abandoned registration (where, when, etc.)
9. Must have 24/7 customer service for Mason's customers; preferably by phone or live chat.
10. Must have 24/7 user system support for Mason departments, preferably by phone or live chat.
11. System/Solution must allow Mason departments and customers to provide feedback on system use:
 - a. In your offer, please detail how customer feedback is incorporated into your product updates and how often it is done.
12. Must have affordable fees with option to pass some fees on to our customers.
13. Must meet or exceed the accessibility standards specified in *Section 508 of the Rehabilitation Act of 1973 and *WCAG (Web Content Accessibility Guidelines) 2.0, appropriately tailored to the specific circumstances of the University
 - a. Vendor must provide a VPAT (Voluntary Product accessibility Template)
 - b. Vendor must be able to provide a usable product demo for accessibility testing purposes.
14. Must have ability to perform data migration to new registration (from departments old registration system), if necessary, on as needed basis.
15. System can capture mailing list data for future marketing efforts
16. System can create and manage discount coupon codes by event
17. Ability to create and manage waitlist for classes/events.
18. Ability to use federated LDAP for administrative authentication.
 - a. CAS
 - b. Shibboleth
19. Must clearly identify any on site servers or other equipment or IT infrastructure necessary to support the solution. If one or more servers are necessary, details requirements must be provided.
20. Must provide a detailed solution architecture document, including server setup, security design, and integration points.
21. Must provide a detailed implementation project plan, along with any expected assistance from Mason staff.
 - a. Staff definition must include skills and knowledge needed to complete tasks
22. Must provide minimum and recommended staff support for use of product in a university environment, including experience and skills recommended for each role.

B. Departmental Requirements: Many of Mason's Departments have what we believe to be very unique and specific requirements for their event/course management systems. We have broken those out below separately. If your system or solution has the capability to meet these requirements please clearly define which ones your system can meet and how your system has the capability to do so (these requirements are in addition to the General Requirements in Section A. above). Please check the boxes for the requirements your solution can meet.

- ☐ Ability to send smart link to client or event coordinators to access live registration details (i.e. # of attendees)
- ☐ Has RSVP function for event logistics (i.e. venue setup, catering orders)
- ☐ Has private lesson booking capability for specific dates, times and rooms with specific instructors at specific rates which detects and prevents double bookings
- ☐ Has surveys and evaluations that are easy to design and send, with results that are easy to interpret

- ☐ Ability to create and print personalized certificates
- ☐ System is able to capture room, dining, and housing information for our guests.
- ☐ System can automatically generate estimates and final invoices based on our pricing structure. We are currently processing this manually with Excel spreadsheets. For estimate and invoice generation, we need a system that can sequentially number these items.
- ☐ We need the system to be able to send our standard contract based on group type (government/non-government). We would like the system to allow an e-signature for documents that could then be sent back and retrieved by our end user.
- ☐ Ability to create registration forms for various academic programs that Mason is having onsite. This would be more like an admissions process and would require the user to setup an "account".
- ☐ System would need to be able to accept documents that could then be retrieved by one of our end users. In addition, we would like to have documents available that students could also download.
- ☐ For students Mason would like to be able to create a list of "tasks" that students need to complete as part of their registration process. We would like the system to send reminders to these students based on predetermined deadlines.
- ☐ Offer highly specific and flexible itemized options (ex. Agenda selection, meal options, dietary restrictions, hotel accommodations, event merchandise selection, special needs/allergies, etc.).
- ☐ Show us "Unsubscribed/Do not call" list.
- ☐ Ability to Create Calendar of Daily Events.
- ☐ Integration with Banner Student and the ability to automate the transfer of data between the course registration system and Banner student.
- ☐ Integration with Banner finance and the ability to automatically transfer data to Banner General Ledger accounts.
- ☐ Ability to connect with Mason Admissions website for admission information.
- ☐ Ability of students, professors, and staff to track the status of certificate progress.
- ☐ Ability to restrict registration to a particular client or subgroup.
- ☐ Ability to batch register multiple students and/or upload registration data for one or multiple courses.

XI. COST OF SERVICES:

1. Please provide a firm fixed price for your solution/system to meet the requirements above.
2. If any discounts or reductions in fees are available for multiple departments/end-users using your system/solution please clearly outline what those discounts are and at what levels they are obtained, separately from your fixed price.
3. If your solutions does not currently meet the General Requirements in Section A. but can be customized to do so please break that cost out separately from your current solution/system.
4. If your solution meets the General Requirements in Section A. but will have to be customized to meet some or all of the Requirements in Section B. Departmental Requirements please provide your price, and break it out

separately from your current solution, to customize your solution and what requirements it will meet after being customized

5. Provide your time and material rate for additional consulting services that are not included in your firm fixed price for your solution.
6. If there are any additional fees, implementation, training and/or travel costs please make sure to break those items out separately from your solution/system.

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 original hardcopy (paper) of the entire proposal including all attachments and proprietary information and three (8) extra hardcopies (paper) including all attachments and proprietary information. In addition, the Offeror shall submit one (1) complete signed copy of the original proposal including all attachments and proprietary information, on CD, thumb drive or other electronic device. If proposal contains proprietary information, then submit two (2) CD's, thumb drive or other electronic device; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2e below for further details). The Offeror shall make no other distribution of the proposals.
 - a. 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.
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. Each hardcopy of the proposal should be bound in a single volume where practical. The original hard copy proposal must be clearly marked on the outside of the proposal. All documentation submitted with the proposal should be bound in that single volume.
 - d. 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.
 1. A WORD version of this RFP will be provided upon request.
 - e. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following

circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) 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/Demonstration: 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 are tentatively scheduled for April 23rd – 28th, 2017. Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the contractor'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 are required to 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 - Vendor Data Sheet.
 2. General firm background and information:
 - a. Provide a background and a brief history of your firm.
 - b. Describe your firm's specialty areas, and their size.
 - c. Describe your firm's location and organization structure. Provide additional detail related to offices likely to serve Mason.
 - d. Describe any impending changes in your organization that could impact delivery of services.
 3. Offeror's Technical Proposal:
 - a. Provide a proposed definitive Scope of Work with explanations of your company's technical approaches and a detailed outline of the proposed system/solution that will meet the General Requirements outlined in Item A. Section X and how your firm will go about meeting these requirements. If there are requirements that your firm cannot meet, please clearly outline those in your proposal. Your solution/system capabilities must be well defined, simply listing them is not sufficient. Pay special attention to ease of use/user friendliness.
 - b. If your solution/system can meet all, most, some or any of the Departmental Requirements found in Section X. Item B. Please either check those items or clearly state in your proposal that your solution can either meet these additional requirements currently or can be customized to meet these requirements and define how it will meet these requirements.
 4. Statement of Qualifications/Experience
 - a. Describe the nature and extent of your expertise with higher education, community education,

research-oriented, or similarly-situated clients, including related information technology environments (including Banner, and Touchnet, which is used by Mason).

- b. Describe the qualifications, certifications, and experience to perform the work described in the RFP. Information about experience should include direct experience with the specific applicable subject matter assigned.
- c. Describe the nature and extent of your expertise with providing course and event registration/event management services/systems to clients similarly-situated to Mason and how your solution/system(s) can meet the varied needs of Mason's departments.
- d. Describe your relationship with TouchNet; which is Mason's E-Commerce Payment Portal and your experience with integrating your systems/solution with TouchNet. If you are not currently a TouchNet Ready Partner, please clearly define your steps to becoming a TouchNet Ready Partner and how your system/solution will integrate with TouchNet (**failure to become a TouchNet Ready Partner will result in any awarded contracts being terminated and any and all funding being revoked**).

5. Costs/Pricing:

- a. Please provide a firm fixed price for your solution/system to meet the requirements above.
- b. If any discounts or reductions in fees are available for multiple departments/end-users using your system/solution please clearly outline what those discounts are and at what levels they are obtained, separately from your fixed price.
- c. If your solutions does not currently meet the General Requirements in Section A. but can be customized to do so please break that cost out separately from your current solution/system.
- d. If your solution meets the General Requirements in Section A. but will have to be customized to meet some or all of the Requirements in Section B. Departmental Requirements please provide your price, and break it out separately from your current solution, to customize your solution and what requirements it will meet after being customized
- e. Provide your time and material rate for additional consulting services that are not included in your firm fixed price for your solution.
- f. If there are any additional fees, implementation, training and/or travel costs please make sure to break those items out separately from your solution/system.

6. References:

- a. No fewer than three (3) that demonstrates the Offeror's qualifications preferably from other comparable higher education institutions your firm is/has provided services with which are similar in size and scope to that which has been described herein:
 - i. Provide references on no more than three (3) relevant active contracts (minimum contract period: one year) or completed contracts within the last three (3) years. Relevant contracts are defined as contracts for services of the same size and scope contemplated herein. The university will focus on information that demonstrates quality of performance relative to the size and complexity of the contract. For each reference provide a brief description of the scope of the contract and state why the contract is relevant. Offerors should identify problems, weaknesses and/or deficiencies in the performance of the contracts given as references and their processes, corrective actions or method of problem solving resolution used to correct the weaknesses or deficiencies. For each reference provide the following information about each contract.

- 1. Name and address of contracting activity to which service is/was provided

2. Contract Number
3. Contract Title
4. Contract Type
5. Original contract amount and current (or ending) contract amount.
(explain reasons for any difference)
6. Contracting officials' names, telephone numbers
7. Contract Level (Prime or Subcontract)
8. Award Date
9. Contract completion/projected completion date

b. Provide a list of any active contract(s) terminated within the past five (5) years for other than convenience of the owner. If none, state.

7. If the offeror is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD) please provide your SWaM certification number and the date of expiration of this certification. In order to qualify for the SWaM points awarded in this RFP the offeror must be certified as SWaM by SBSD at time of proposal submission (pending application status will not be accepted).

C. **IDENTIFICATION OF THE PROPOSAL ENVELOPE:** Return envelopes are not being provided. It is the responsibility of the Offeror to clearly mark submission envelopes identifying the contents as a response to this Request For Proposal as follows:

FROM: Name of Offeror _____ Due Date/Time: **April 6th, 2017**

Street or Box Number _____ RFP Number: **GMU-1404-17**

City, State, Zip Code _____ RFP Title: **University Registration Systems**

Name of Contract Officer or Buyer: **Katherine Sirotin, Assistant Director of Purchasing**

The envelope or package should be addressed to the Issuing Agency as directed on Page 1 of the solicitation. If a proposal is mailed, the Offeror takes the risk that the envelope/package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bid/proposal should be placed in the envelope.

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.	Technical Proposal	30
2.	Experience/Qualifications	20
3.	Proposed Pricing	25
4.	References	20
5.	Vendor is certified in as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the time of proposal submission.	5

Total Points Available: _____ 100

- B. **AWARD:** Following the initial scoring by the evaluation committee, at least two or more top ranked offerors

may be contacted for oral presentations/demonstrations or advanced directly to the negotiations stage. ***If oral presentations are conducted Mason will then determine, in its sole discretion, which vendors 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. 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.

XV. 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-The University will make payment to the vendor under Net 30 payments terms. Invoices should be submitted via email to the designated Accounts Payable email address which is evendor@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 ePayables 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
Mailing Address: 4400 University Drive, Mailstop 3C1
Street Address: 4441 George Mason Boulevard, 4th Floor, Suite 4200
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.

XVI. SOLICITATION TERMS AND CONDITIONS:

- A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
- B. SPECIAL TERMS AND CONDITIONS – GMU-1404-17

1. 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 agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. AWARD TO OTHER THAN THE HIGHEST RANKING OFFEROR(S): Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with 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, the agency shall select the offeror(s) which, in its opinion, has made the best proposal(s) and shall award the contract to that offeror; however, the contract may be awarded to a reasonably ranked DMBE-certified small business offeror(s), that is other than the highest ranking offeror(s). The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
3. BACKGROUND CHECKS (IF APPLICABLE): If vendors, as part of their offer, will be coming on site for training, consultation, etc. then offerors responding to this Request for Proposal shall successfully complete criminal background checks for its employees prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Criminal Background Investigations for University Employees](#), 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. By submitting a bid or proposal in response to this solicitation you confirm your compliance with this requirement.
4. 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).
5. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 written notice to the other party. 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.
6. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
7. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

8. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia
9. CONTINUITY OF SERVICES:
- a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all Agency 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
 - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b. The Contractor shall, upon written notice from the Contract 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 Contract Officer's approval.
 - c. 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) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
10. OPTIONAL PRE-PROPOSAL CONFERENCE: An **optional** pre-proposal conference will be at **10:00AM (EST) on February 23rd, 2017** at **The Hub Building, Meeting Room 5** (see Fairfax Campus Map) at the GMU Fairfax Campus. Go to this website: <http://www.gmu.edu/resources/welcome/Directions-to-GMU.html> for directions to the Hub Building and a map of the campus. The nearest parking garage is the Shenandoah Parking Garage and there are several other "pay to park" garages nearby where offerors may park (see campus map for listing of garages). Mason will not reimburse the offeror for parking or be held responsible for parking tickets, fines or towing, if the offeror is parked illegally. We highly recommend arriving 15 to 30 minutes early in order to find parking, pay for parking, and to walk to the building. There may be traffic, construction or events occurring on campus that could delay your arrival. Please take this into consideration when planning your trip to the campus.
- The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. The conference room doors will be closed at 10:05AM (EST).
- Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
11. OBLIGATION OF OFFEROR: It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is 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 this contract because of any misunderstanding or lack of information
12. PCI DSS Compliance: In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor 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. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor 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 contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor 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. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

13. PROPOSAL ACCEPTANCE PERIOD: This proposal shall be binding upon the Offeror for 120 calendar days following the proposal return date. Any proposal on which the Offeror shortens the acceptance period may be rejected. At the end of the 120 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
14. QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on March 09, 2017. Responses to questions will be posted on the [Mason Purchasing Website](#) by 4:00 PM EST on March 23, 2017. Note: Questions must be submitted in WORD format. Also section III. COMMUNICATION, herein.
15. RENEWAL OF CONTRACT: This contract may be renewed by Mason for four (4) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 1. If the Commonwealth 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 "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.
 2. If during any subsequent renewal periods, the Commonwealth 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 "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.
16. 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 summary, the award justification memo from the evaluation committee and brief, general comments submitted by evaluation committee members. Formal debriefings are generally not offered.
17. SPECIAL EDUCATIONAL OR PROMOTIONAL DISCOUNTS: The contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
18. SOC/SSAE16: To facilitate compliance with SSAE16, vendor must provide George Mason University with its most recent SOC report and that of all subservice provider(s) relevant to this contract. It is further agreed that the SOC report, which will be free of cost to George Mason University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to Mrs. Peaches Nicholls at pnicholl@gmu.edu or other representative identified by the University. Vendor also commits to providing George Mason University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by George Mason University in relation to the SOC report.

19. **SUBCONTRACTS:** **No portion of the work shall be subcontracted without prior written consent of Mason's Purchasing office.** In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Mason's Purchasing office the names, qualifications, criminal background checks 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 the contract.

XVII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 2/10/17
- Advertise in Washington Post: 2/14/17
- Optional Pre-Proposal Conference: 2/23/17 at 10:00AM EST
- Vendors submit questions by: 3/09/17 by 4:00 PM EST
- Post Question Responses: 3/23/17 by 4:00 PM EST
- Proposals Due: 4/06/17 @2:00 PM EST
- Proposals to Committee: 4/07/17
- Review and Score Proposals: 4/10/17 – 4/19/17
- Scores to Purchasing: 4/20/17
- Oral presentations (if necessary): 4/23/17 – 4/28/17
- Negotiations/BAFO: Week of 5/01/17
- Award: Week of 5/08/17
- Contract Start Date: TBD

ATTACHMENT A
VENDOR DATA SHEET
TO BE COMPLETED BY OFFEROR

1. **QUALIFICATION OF OFFEROR:** The Offeror certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of service:

Type of Business: _____ . _____ Years _____ Months

3. **BUSINESS STATUS:**

A. Type of organization (circle one):

Individual
Sole Proprietor

Partnership
Government

Corporation
Other (explain)

B. Category (circle one):

Manufacturer/Producer
Service Establishment
Other (explain)

Mfg.'s Agent
Distributor

Retailer
Wholesaler

C. Status: (Please check all applicable classifications) If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number _____. For certification assistance, please visit <http://www.sbsd.virginia.gov/>. You must be certified with **VIRGINIA SBSB** to qualify.

_____ (MB) MINORITY OWNED: "Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

_____ (WB) WOMAN OWNED: "Women-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

_____ (SB) SMALL BUSINESS: Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

_____ LARGE BUSINESS

I certify the accuracy of this information:

Signed: _____ Title: _____

Printed Name: _____ Date: _____



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

ATTACHMENT B – SAMPLE CONTRACT

SAMPLE ONLY * SAMPLE ONLY * SAMPLE ONLY

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 _____ by _____ hereinafter called “Contractor” (located at _____) and Commonwealth of Virginia, George Mason University hereinafter called “Mason”.

- 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 _____ as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** As negotiated
- IV. **PRICE SCHEDULE:** As negotiated
- 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 Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ [23-38.88](#) et seq.) of Title 23 of the Code of Virginia, and in particular § [23-38.90](#) of the Restructuring Act, referred to as the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>
- VIII. **CONTRACT PARTICIPATION:** TBD.
- IX. **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 vendor.
- C. ANTITRUST: By entering into a 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 said contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. 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.
- I. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the contractor's intention to file a claim shall be given at

the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The firm must submit written claim to:
Director of Purchasing and Accounts Payable
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Director of Purchasing and Accounts Payable.
 3. Upon receiving the written claim, the Director of Purchasing and Accounts Payable will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Director of Purchasing and Accounts Payable's decision in accordance with § 55 of the *Governing Rules*.
- J. 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.
- K. COMPLIANCE WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- L. CONFIDENTIALITY OF PERSONAL IDENTIFIABLE INFORMATION: The Contractor shall assure that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, 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. The Contractor shall utilize, access, or store personal identifiable information as part of the performance of this contract in a secure environment and immediately notify Mason of any breach or suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- M. 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.
- N. 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.
- O. 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.
- P. 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:

- (i) notify Mason (by sending an email to export@gmu.edu), and
- (ii) 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.

- Q. **FORCE MAJEURE:** Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason’s control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- R. **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.
- S. **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 the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- T. **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.
- U. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of IT environment. You agree 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 George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University 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.

- V. **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.
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, Workers' Compensation, and Commercial Automobile Liability Insurance.
- W. **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.
- X. **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).
- Y. **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.
- Z. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- AA. **RENEWAL OF CONTRACT:** This contract may be renewed by the University as negotiated under the terms and conditions of the original 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.
 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.
- BB. **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/>.”

- CC. 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.
- DD. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- EE. 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.
- FF. 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 Here

By:

Signature

Date

Name: _____

Title _____

George Mason University

By:

Signature

Date

Name: _____

Title: _____

SAMPLE ONLY * SAMPLE ONLY * SAMPLE ONLY

Note: The vendor will be required, at time of contract award, to accept and sign our Data Handling and Security Addendum. This is a sample of what that addendum may include (subject to change).

1. Network Security.

Vendor agrees at all times to maintain network security that – at a minimum – includes: network firewall provisioning, intrusion detection, and regular (three or more annually) third party vulnerability assessments. Likewise, Vendor agrees to maintain network security that conforms to generally recognized industry standards (see “11. Industry Standards”) and best practices that Vendor then applies to its own network or the network provided to the Vendor by a third party.

2. Application Security.

Vendor agrees at all times to provide, maintain and support its software and subsequent updates, upgrades, and bug fixes such that the software is, and remains secure from those vulnerabilities as described in:

- a) The Open Web Application Security Project’s (OWASP) “Top Ten Project” - see <http://www.owasp.org>; or
- b) The CWE/SANS Top 25 Programming Errors - see <http://cwe.mitre.org/top25/> or <http://www.sans.org/top25-programming-errors/>; or
- c) Other generally recognized and comparable industry practices or standards.

3. Data Security.

Vendor agrees to preserve the confidentiality, integrity and accessibility of Mason data with administrative, technical and physical measures that conform to generally recognized industry standards (see “11. Industry Standards”) and best practices that Vendor then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.

4. Data Storage.

Vendor agrees that any and all Mason data will be stored, processed, and maintained solely on designated target servers and that no Mason data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that device or storage medium is in use as part of the Vendor's designated backup and recovery processes and encrypted in accordance with “6. Data Encryption”.

5. Data Transmission.

Vendor agrees that any and all electronic transmission or exchange of system and application data with Mason and/or any other parties expressly designated by Mason shall take place via secure means (using HTTPS or SFTP, VPN tunnel or equivalent) and solely in accordance with “7. Data Re-Use”.

6. Data Encryption.

Vendor agrees to store all Mason backup data as part of its designated backup and recovery processes in encrypted form, using a commercially supported encryption solution. Vendor further agrees that any and all Mason data defined as personally identifiable information under current legislation or regulations stored on any portable or laptop computing device or any portable storage medium be likewise encrypted. Encryption solutions will be deployed with no less than a 128-bit key for symmetric encryption and a 1024 (or larger) bit key length for asymmetric encryption.

7. Data Re-Use.

Vendor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Current Agreement and this Addendum. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Vendor. Vendor further agrees that no Mason data of any kind shall be transmitted, exchanged or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by George Mason University.

8. End of Agreement Data Handling.

Vendor agrees that upon termination of this Agreement it shall erase, destroy, and render unrecoverable all Mason data and certify in writing that these actions have been completed within 30 days of the termination of this Agreement or within 7 days

of the request of an agent of Mason, whichever shall come first. At a minimum, a “Clear” media sanitization is to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization, SP800-88, Appendix A - see <http://csrc.nist.gov/>.

9. Security Breach Notification.

Vendor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Vendor’s security obligations, or other event requiring notification under applicable law, Vendor agrees to:

- a. Notify Mason by telephone and e-mail of such an event within 24 hours of discovery, and
- b. Assume responsibility for informing all such individuals in accordance with applicable law, and
- c. Indemnify, hold harmless and defend Mason and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

10. Right to Audit

George Mason University or an appointed audit firm (Auditors) has the right to audit the Vendor and the Vendor’s sub-vendors or affiliates that provide a service for the processing, transport or storage of George Mason University’s data. George Mason University will announce their intent to audit the Vendor by providing at a minimum two weeks (10 business days) notice to the Vendor. This notice will go to the Vendor that this contract is executed with. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Vendor’s premises, the Vendor will allow the Auditors access to their site. Where necessary, the Vendor will provide a personal site guide for the Auditors while on site. The Vendor will provide a private accommodation on site for data analysis and meetings; the accommodation will allow for a reasonable workspace, with appropriate lighting, electrical, a printer and Internet connectivity. The Vendor will make necessary employees or contractors available for interviews in person or on the phone during the time frame of the audit. In lieu of Mason or its appointed audit firm performing their own audit, if the Vendor has an external audit firm that performs a certified SSAE 16 Type II review, George Mason University has the right to review the controls tested as well as the results, and has the right to request additional controls to be added to the certified SSAE 16 Type II review for testing the controls that have an impact on Mason data. Audits will be at George Mason University’s sole expense, except where the audit reveals material noncompliance with contract specifications, in which case the cost will be borne by the vendor.

11. Industry Standards

Generally recognized industry standards include but are not limited to the current standards and benchmarks set forth and maintained by the:

- a. Center for Internet Security - see <http://www.cisecurity.org>
- b. Payment Card Industry/Data Security Standards (PCI/DSS) - see <http://www.pcisecuritystandards.org/>
- c. National Institute for Standards and Technology - see <http://csrc.nist.gov>
- d. Federal Information Security Management Act (FISMA) - see <http://csrc.nist.gov>
- e. ISO/IEC 27000-series - see <http://www.iso27001security.com/>
- f. Organization for the Advancement of Structured Information Standards (OASIS) - see <http://www.oasis-open.org/>

12. Vendor Warranty

Vendor (i) warrants that the services provided in this agreement will be in substantial conformity with IT security assessment documentation, IT security control and configuration documentation provided by Vendor; and (ii) agrees to inform Mason promptly of any material variation in operations from that reflected in the above documentation; and (iii) agrees that any material deficiency in operations