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**REQUEST FOR PROPOSALS
 GMU-1816-22**

ISSUE DATE: July 11, 2022
TITLE: Safety Management Software Application
PRIMARY PROCUREMENT OFFICER: Grace Lymas, Assistant Director, glymas@gmu.edu
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM Eastern Time (ET) on July 21, 2022. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM ET July 28, 2022. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: August 11, 2022 @ 2:00 PM ET. **SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiations.

Name and Address of Firm:

Legal Name: _____ Date: _____
 DBA: _____
 Address: _____

 By: _____
 Signature
 FEI/FIN No. _____ Name: _____
 Fax No. _____ Title: _____
 Email: _____ Telephone No. _____

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

SWaM Certification Number: _____

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

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with a qualified vendor to provide a safety management software application that automates safety processes.

George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.

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

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

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

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

1. An express or implied waiver of sovereign immunity.
2. An agreement to indemnify, defend or hold harmless any entity.
3. An agreement to maintain insurance.
4. An agreement providing for binding arbitration.
5. An agreement providing for the payment of attorneys' fees or liquidated damages.
6. Waiver of jury trial.
7. Choice of law or venue other than the Commonwealth of Virginia.

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

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

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

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

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

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement

solution, website portal www.eVA.virginia.gov, 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: One (1) year from Effective Date of contract with nine (9) successive one-year renewal options. (or as negotiated). Mason is open to negotiating multi-year commitments as long as it represents a demonstrated value and/or cost savings to the University.

X. BACKGROUND: George Mason University (“Mason”) is the largest public research university in Virginia, serving more than 38,000 students from all States and over 130 countries. Our identity was forged in 1972 building upon Virginia's strong ideals of academic excellence and service. Today, that spirit energizes us as a leader in scholarship and research and strengthens our commitment to prepare career-ready graduates who are able to meet the complex needs of a rapidly changing world. As Virginia’s largest public research intensive (R1) university, we set the standard for a bold, progressive education that serves our students and communities. As a public, comprehensive, research university established by the Commonwealth of Virginia in the National Capital Region, our mission is to be an innovative and inclusive academic community committed to creating a more just, free, and prosperous world.

Mason offers more than 200 degree-granting academic programs and over 100 undergraduate and graduate certificate programs.

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.

About Environmental Health and Safety at Mason

The Office of Environmental Health and Safety (EHS) is part of the Department of Safety, Emergency & Enterprise Risk Management (SEERM) at George Mason University. SEERM provides leadership to sustain a safe and healthful environment for our community to learn, work, live, and thrive. SEERM serves the university by managing health, safety, environmental compliance, emergency and risk management programs in collaboration with our partners and stakeholders. EHS performs its role within in support of this mission by establishing policies and procedures, providing training and education, conducting risk assessments, facilitating emergency management, implementing preventive actions, and ensuring continuous improvement of Mason’s health and safety programs for employees, students, and visitors.

Project Background and Request

In 2020, the university reported more than \$200 million in sponsored research expenditures (a 10% increase over 2019) and shows significant progress toward the university’s strategic goal of \$225 million by 2024. Mason currently has 400 laboratory and laboratory support spaces on three campuses, 140 Principal Investigators, and 600 staff and students working in Mason laboratories (as indicated by FY21 training records). The university estimates an annual increase of 4% in laboratory research by 2024. Current laboratory safety programs are hindered by antiquated processes that are labor-intensive with a heavy administrative burden for researchers, safety professionals, and administrative staff. EHS

systems must change to streamline processes for researchers and keep pace with growing research programs.

XI. STATEMENT OF NEEDS: Mason is seeking a professional, qualified, and knowledgeable consulting and/or technology organization to provide a safety management software application that automates safety processes, simplifies regulatory reporting, and facilitates proactive safety and compliance actions by the university.

Key areas to be addressed by the software application solution, are expected to include, but may not be limited to, the following:

- The system must be capable of integrating with information technology systems and be accessible to EHS staff and researchers online via computer, laptop, tablet, or phone (iOS and android) with the ability to work offline in areas where access to WIFI and data is limited.
- The system must have a platform for laboratory hazard assessment and management modules for inspections and observations, equipment management, IBC biosafety registration and biological inventory, chemical inventory and safety data sheet management, and radiation safety.
- The system should provide dashboards and analytics for safety staff and faculty to manage compliance tasks and provide automated communication through existing email infrastructure regarding safety requirements.

Expected Scope of Services

Offerors should prepare their proposals to address our needs, delineating how they will provide services along a timeline. The budget should be structured to reflect total costs and costs for services proposed.

Key areas to be addressed by the proposed approach are expected to include, but may not be limited to, the following:

1. **General Information:**
 - a. Experience with Higher Education
 - b. Demonstrated efficacy and benefit
 - c. Annual license and included services
 - d. Customization capabilities
2. **Information systems:**
 - a. Security
 - b. Integration
 - c. Reliability
3. **Setup and implementation:**
 - a. Strategy for implementation
 - b. Support
 - c. Training
4. **System Features**
 - a. Interface
 - b. Access
 - c. Dashboards
 - d. Reports and metrics
 - e. Data search capabilities
 - f. Analytic capabilities
 - g. Communication, notifications, and alerts
 - h. Compliance calendar capability
5. **Hazard Assessment**
 - a. Collection and management of hazard information (chemical, biological, radioactive, physical, and mechanical)
 - b. Connecting workers, worker types, hazard types, job activities, equipment, and inspections
 - c. Hazard sign generation
6. **Inspection and Observations**
 - a. Pre-programmed and customizable inspection checklists
 - b. Inspection and follow-up process
 - c. Analytics and reporting capabilities
7. **Equipment and asset inventory management**
 - a. Types of equipment and assets
 - b. Equipment and inventory
 - c. Maintenance and repair records

- d. Testing, certification, and calibration records
- 8. Biosafety**
 - a. IBC Registration
 - b. Select Agent Program Compliance
 - c. Biological inventory capability
- 9. Chemical inventory and SDS capability**
 - a. Transfer of current or new chemical inventory
 - b. Maintenance and monitoring of inventory
 - c. SDS library
 - d. Notifications/alerts for specific chemical hazards or quantities
 - e. Database search for chemicals or categories of chemicals
- 10. Radiation Safety**
 - a. RAM order request workflow with approval process
 - b. RAM inventory and disposal records
 - c. Dosimetry records upload and track
- 11. Training capability**
 - a. E-Learning platform
 - b. Integration with other training platforms
 - c. Notifications, reminders, alerts
 - d. Tracking capabilities
 - e. Analytics and reports
- 12. Occupational Health and Safety**
 - a. Tracking occupational health records
 - b. Occupational health questionnaires
 - c. Exposure monitoring records
- 13. Additional modules, features, and capabilities not specifically listed above**
 - a. SOPs and attachments
 - b. Custom forms and workflows
 - c. Incident reporting and investigation
 - d. Managing various types of hazard assessments such as PPE assessments, confined spaces, job hazard analysis, arc flash analysis,
 - e. Hazardous waste management, and environmental Management capability
 - f. Capabilities for managing Indoor environmental quality (IEQ) investigations (e.g., mold, noise, COVID-19 space evaluations, sanitation)
 - g. Ability to print out equipment-specific hazard labels (arcflash, lockout-tagout, etc.)
 - h. State and federal reporting requirements

****A complete list of requirements is provided in Appendix A.**

XII. COST OF SERVICES: Provide detailed pricing for any systems/software, consulting/services, training, travel, etc., being proposed and include the following.

- Please provide and break out separately all one-time and recurring costs associated with your offered solution/system. Offerors should provide costs for implementation, integration, support/services, training, development, annual license, and maintenance costs. Your pricing/cost of services quoted should be inclusive of all associated costs for this system/solution/service.
- If there are any discounts available for volume, multi-year commitments, enterprise wide licensing, etc. please make sure to clearly state those in your proposal.
- Describe how you propose to handle any travel or out-of-pocket expenses related to provisions of these services. Specifically address expenses for resources based in locations near Mason. As part of your offer (if travel reimbursement or travel fees/costs/expense are to be billed) your organization must agree to accept to be reimbursed in accordance with Mason's per diem policies/requirements (GSA per diem rates). Please clearly outline any travel requirements/costs/expenses in your offer.

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit

one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

ELECTRONIC PROPOSAL SUBMISSION: Due to the Coronavirus/COVID-19 outbreak, at this time, and until further notice, Mason will only be accepting electronic proposal submissions for all current Request For Proposals and Invitation For Bids.

The following shall apply:

- a. You must submit your bid/proposal, and it must be received prior to the submission deadline, at both the primary and secondary procurement officer's email address as specified in the Bid/RFP.
- b. The subject line of your email submission should read, "**RFP GMU-1816-22**" If you are sending multiple emails, please state so in the subject line with the wording, "This is email # _ of _ total".
- c. The Offeror must ensure the proposals are delivered to the procurement officers' email inboxes, 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 any filters or email traffic. Mason recommends you submit your proposal the day prior to the due date.**
- d. If your proposal contains proprietary information you must submit two proposals; one full proposal and one with proprietary information redacted (See 2d below).
- e. While you may send your proposal in multiple emails, each email itself may only have one PDF attachment containing all supplemental information and attachments.
- f. Each email may not be larger than 20MB.
- g. Proposals shall not exceed fifty (50) pages Total (**this include appendices and attachments**). The page limitation **DOES** apply to/include the table of contents, dividers, resumes, documentation, or appendices and active/completed contract list. Any pages in excess of **fifty (50)** will not be evaluated. No material may be incorporated by reference. All pages must be numbered. In order to reduce redundancy in the proposal, the offeror may reference another section in the proposal rather than duplicate the information in more than one location/section, however, consistency in the logical flow of the subject matter must be maintained. Proposals that do not meet this criterion may be subject to a lower score during the evaluation
- h. All solicitation schedules are subject to change.
- i. Go to Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

2. **Proposal Presentation:**

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

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

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

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

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

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

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

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

- 1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Return Attachment A - Small Business Subcontracting Plan.
- c. State your payment preference in your proposal response. (See section XVI.)
- d. Review and if necessary, provide any exceptions/red-lines to Mason's Attachment B – Sample 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. If you intend to amend our contract to include your Master Software/Services Agreement or any additional terms and conditions, please provide a copy of that document and state as such in your offer.

- Note: As an entity of the Commonwealth of Virginia (a government agency) - Mason cannot indemnify a vendor, waive our sovereign immunity, agree to the Governing Law of another state, or limit a vendor's liability in instances of negligence, death/loss of life, or in instances where negligence on the part of the vendor leads to a data breach where sensitive/personally confidential information is lost. Please take this into consideration when submitting your terms and conditions/MSA/or redlining Mason's contract.
 - Untimely delay or failure to reach an acceptable agreement/contract may result in Mason rejecting your offer.
 - e. Provide your organization's VPAT (this can be attached as an Appendix).
- 2. **Qualifications and Experience:** Describe your experience, qualifications and success in providing the services described in the Statement of Needs to comparable universities to include the following:
 - a. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - b. Resumes of personnel working with Mason.
- 3. **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.
- 4. **References:** No fewer than three (3), preferably from other comparable higher education institutions (but other similarly sized institutions/organizations/state and federal agencies, etc. with similar scopes/requirements are also acceptable) to which your firm is/has provided these goods and services, which are similar in size and scope, to that which has been described herein, that demonstrate the offeror's qualifications. References must include the following:
 - a. Organization Name
 - b. Point of Contact Name at Organization
 - c. Point of Contact Email
 - d. Point of Contact Phone Number
 - e. Contract or Project Number or other reference ID (if applicable)
 - f. Date of Contract/Project/Purchase Order Award (if applicable)
 - g. Contract/Project/Purchase Order Amount (if applicable)
- 5. **Proposed Pricing:** Provide proposed cost/pricing off all elements of your offer. See Section XII. Cost of Services. Cost proposals should be inclusive of all cost/prices to meet the requirements outlined in Section XI. Statement of Needs and Appendices A through C.
- 6. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

	<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.	Proposed Pricing	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
	Total Points Available:	100

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

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

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

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

Option #1- Payment to be mailed in 10 days-Mason will make payment to the vendor under 2%/10 Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.

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

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

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

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

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. 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 (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).
1. 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).
 2. 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.
 3. 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.
 4. 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.
 5. 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.

XVIII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 7/11/2022
- Vendors submit questions by: 7/21/2022 by 4:00 PM ET
- Post Responses to Questions: 7/28/2022 by 5:00 PM ET
- **Proposals Due: 8/11/2022 @ 2:00 PM ET**
- Proposals to Committee: 8/16/2022
- Review and Score Proposals: 8/16/2022 – 8/26/22
- Scores to Purchasing: 8/26/2022
- Oral presentations (if necessary): 9/5/2022 – 8/9/2022
- Negotiations/BAFO: Start week of 9/12/2022
- ASRB 4-6 weeks
- Award: Week of 10/31/2022
- Contract Start Date: TBD

XIX. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS:

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

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

- Data Dictionary identifying the data elements available for use in the product,
- Data integration documentation,
- Architecture diagrams,
- Security documentation, including but not limited to the vendor’s SOC 2 Type (preferred) and/or your third-party hosting vendor’s SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a SOC 2 Type II for your organization (or other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.
- VPAT, and a useable software demo or “sandbox” for accessibility testing,
- And any single sign-on documentation.
- Additional documentation or items may be requested as needed during the review process.
- The contractor may be asked to answer ASRB questions verbally or in writing

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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

**ATTACHMENT B – SAMPLE CONTRACT
 GMU-1816-22**

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 _____, 2022 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or 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 Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Data Security Addendum (attached);
 - C. Negotiation Responses dated XXXXX (incorporated herein by reference);
 - D. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
 - E. Contractor’s proposal dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “Governing Rules” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

X. STANDARD TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.

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

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

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

 - 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

 - D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

 - E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason,

its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [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. 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.
- 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. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the

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

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

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

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

Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

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

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

- BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating

authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured.

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.

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

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

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

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

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

GG. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may

terminate this Contract without prior notice.

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

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

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

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type, and in no event less than reasonable in view of the type and nature of

the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

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

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C
Data Security Addendum for inclusion in GMU-1816-22 with
George Mason University (the “University”)

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

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

1. Definitions

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

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

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Sensitive University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption. Additionally, Selected Firm/Vendor warrants that all Sensitive University Data shall be Securely Destroyed, when destruction is requested by University.
- b. If Selected Firm/Vendor’s use of Sensitive University Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). 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. 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. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access Sensitive University Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

4. Security Breach

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

5. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by a scanner approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. AICPA SOC Report (Type II)/per SSAE18: Vendor must provide the University with its most recent Service Organization Control (SOC) audit report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor. The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

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

Selected Firm/Vendor

George Mason University

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix A:
Summary of the functional areas and business requirements:

A.1 General Information		Y/N	Description or if 'No' please provide explanation
A.1.1	Experience working with institutions of higher education		
A.1.2	Demonstrated/documentated experience delivering products and services consistent with the requirements and desired services outlined in this RFP		
A.1.3	Data demonstrating benefit of system compared to other safety management strategies (productivity, loss control, compliance, safety culture, etc.)		
A.1.4	Overview of the structure and configuration of the system (philosophy for how the data is managed, accessed, and used, including limitations of the system.)		
A.1.5	Site license or seat access with corresponding costs for tiers or numbers of seats		
A.1.6	Initial and ongoing customer support, user manuals, FAQs		
A.1.7	Customization capabilities and limitations including process for requesting customization and modifications with approximate turn-around time		
A.1.8	Process and pipeline for updates to system features		
A.1.9	Role based permissions (I.e., owner, admin, editor, supervisor/PI, user, viewer)		
A.2. Information Systems		Y/N	Description or if 'No' please provide explanation
A.2.1	Maintain an appropriate annual third-party audit program. Examples of accepted audit programs included: ISO27001 certification with annual renewal, SOC II Type 2 audits		
A.2.2	Able to produce a full HECVAT self-assessment https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit		
A.2.3	Compliant with NIST 800-53 standards as required by university policy: https://universitypolicy.gmu.edu/policies/information-technology-security-program/		
A.2.4	Compliant with Mason Information Technology Security Standards: https://its.gmu.edu/working-with-its/it-security-office/it-security-standards/its-information-technology-security-standard/		
A.2.5	Use Federated ID (Shibboleth, CAS or ADFS) user authentication.		

A.2.6	Overview software and security utilized to secure user data and system access		
A.2.7	Methods to secure access and encrypt data between user/administrator and between vendor servers/sites		
A.2.8	Agreement to SaaS Security Contract Addendum (see attachment document stating potential liability in data breach or security.		
A.2.9	System is remote hosted by vendor and accessible via a vendor hosted web-based interface		
A.2.10	99.9% Uptime Guarantee		
A.2.11	24/7 infrastructure support and security monitoring		
A.2.12	Integration is supported using Ethos, Informatica, or flat file methods		
A.2.13	Ability to develop custom reports using fields captured in the application		
A.3 Setup and Implementation		Y/N	Description or if “No” please provide explanation
A.3.1	Set up and implementation strategy with phased approach for implementation and deployment (including procedure for bulk upload of information)		
A.3.2	Implementation workflow and proposed timeline		
A.3.3	Initial and ongoing technical and customer support with reasonable response times for issues or concerns		
A.3.4	Training for system administrators and EHS staff		
A.3.5	Resources for end user training		
A.3.6	Integration strategy and collaboration with university		
A.3.7	Map existing data in Excel or CSV format to application fields - Migrate current data from one application to proposed solution.		
A.4 System Features		Y/N	Description or if ‘No’ please provide explanation
A.4.1	Intuitive, user-friendly interface		
A.4.2	Permission based management levels and access controls.		
A.4.3	Notification and alerts to systems administrators, editors, and users when new items, equipment, or deadlines have been added to the system (IBC submission, laser registration, chemical inventory updates, etc.)		
A.4.4	Ability to customize notifications or configure conditional formatting in cells/fields to highlight items requiring action.		
A.4.5	System can be accessed on tablet or mobile phone (android and iOS)		
A.4.6	Application can be used off-line but will sync information when a WIFI connection is established		
A.4.7	Configurable/customizable dashboards for faculty /supervisors and university staff with drill down functionality		
A.4.8	Ability to send targeted notifications/alerts to individuals or groups based on their affiliation (laboratory type, building, training course/status, hazard type, or other grouping such as all laser users.		
A.4.9	Ability to generate alerts or messages regarding training, safety and compliance, including automatic alerts and notifications for inspections, equipment testing, certification, and calibration, deadlines for data submission or renewal, follow up, etc.		
A.4.10	Ability to use bar code readers for equipment, chemical, and supply inventories.		
A.4.11	Standard, customizable, and ad hoc reports		

A.4.12	Ability to generate and export reports using multiple variables (e.g., location, individual, date, equipment type, inspection result, due date, status)		
A.4.13	Ability to populate, update, or delete the following information in the application system on a daily basis using an API and the university's student and employee database (Banner, Ellucian): Name (first, last), Group Affiliation (student, faculty, staff), College or Department, Email #1, Phone Number #1		
A.5 Hazard Assessment		Y/N	Description or if 'No' please provide explanation
A.5.1	Capability to define spaces through use of a hazard assessment platform that enables comprehensive assessments of hazards (chemical, biological, radioactive, physical, and mechanical) and PPE for laboratory and non-laboratory areas		
A.5.2	Ability to link hazards and job duties to individuals or groups of individuals for training and other safety and compliance requirements		
A.5.3	Ability to create safety profiles around people, groups of people, and spaces		
A.5.4	Workflow for hazard assessments - E-signature sign off capability for lab members to acknowledge the hazard assessment.		
A.5.5	Ability to configure and generate lab signs and other types of signage (in landscape) based on hazard assessment – signage includes, pictograms of hazards, contact information, required personal protective equipment, special restrictions or considerations or warnings		
A.6 Inspections and Observations		Y/N	Description or if 'No' please provide explanation
A.6.1	Ability to create or customize existing inspection survey checklists with multiple choice and fillable field options		
A.6.2	Ability to set up multiple checklists for different activities (laboratory inspection, equipment inspections, inventory audit, compliance program audit, safety program audit, self-inspection program, waste room inspection, etc.)		
A.6.3	Ability to assign inspections to specific systems users and administrators and initiate inspection		
A.6.4	Ability to customize inspections for a given space (for example: laser section, biosafety level 3, radioactive materials, sections can be selected or deselected for the inspection).		
A.6.5	Ability to attach/upload photos or documents associated with the inspection		
A.6.6	Ability to assign and track corrective actions in real time		
A.6.7	Ability to customize inspection cycles for locations based on location types (autoclave room, laboratory, vivarium)		
A.6.8	Ability to generate automatic notifications for users regarding findings and recommended actions and the ability to initiate notifications to chairs, deans, and directors regarding overdue inspection findings		
A.6.9	Ability to analyze inspection data, generate reports, and export to pdf individual inspection or set of inspections for a location, department, PI, or building.		
A.6.10	Ability to reassign or extend due dates as necessary		
A.6.11	Ability to classify findings by severity		
A.6.12	Ability to assign corrective actions to multiple responsible parties within a single workspace		
A.6.13	Ability to log and communicate safety and compliance observations outside of formal inspection process		

A.7 Equipment and Asset Management		Y/N	Description or if 'No' please provide explanation
A.7.1	Ability to maintain inventories for a variety of equipment that can be cross referenced by common identifier such as location, type, owner, or status. Examples of equipment and assets include lasers, x-ray producing instruments, radiation survey meters, liquid scintillation counters, emergency showers, eye washes, biosafety cabinets, chemical fume hoods, fire extinguishers, high powered magnets, local exhaust workstations, autoclaves, and other types of equipment (furnaces, ovens, lathes, modified equipment,) etc.		
A.7.2	Inventory records can be customized to include fields such as make, model, serial number, end of life, replacement date, condition, and other equipment specific information, and testing and certification data		
A.7.3	Ability to set up inventory testing and certification schedules with notifications		
A.7.4	Ability to attach a piece of equipment to a specific hazard such as radiation (sink, chemical fume hood)		
A.7.5	Ability to upload pictures, certificates, and paperwork for maintenance and repair		
A.7.6	Ability to set up registration approvals for certain types of equipment registration (lasers, x-ray producing instruments, etc.)		
A.7.8	Ability to generate reports for specific time frame by campus, department, building, or PI.		
A.7.9	Ability to grant permission for users to access and modify certain equipment inventories		
A.7.10	Ability to use barcoding to track inventory		
A.7.11	Ability for safety staff or contractors to record certification and testing data for equipment in real time		
A.8 Biosafety		Y/N	Description or if 'No' please provide explanation
A.8.1	Tailored IBC registration form with break out fields for different areas of research. Must include biohazardous material not covered by NIH Guidelines. Must have save-as-you-go capability		
A.8.2	Workflow for IBC review process for Biosafety Officer and IBC members with communication lines between IBC and the researcher		
A.8.3	Automated approval notification after IBC review		
A.8.4	Ability to assign subcommittees (ad hoc, inactivation subcommittee, Dual use subcommittee)		
A.8.5	Ability for subcommittee review and approve prior to full committee review		
A.8.6	Electronic signature for PI to agree to conditions set forth in the registration		
A.8.7	Electronic signature of staff who are working on the protocol to acknowledge safety requirements and conditions of approval		
A.8.8	Automated reminders of annual review and triennial renewal		
A.8.9	Ability to export a biological inventory for a laboratory based on material included in the IBC registration		
A.8.10	Ability to search biological inventory for specific agents to determine location and supervising Principal Investigator		
A.8.11	Ability to create a report with the following information: Principal Investigator, list of all IBC submissions, their status and renewal date		
A.8.12	Storage capability for meeting minutes, agendas, etc.		
A.9 Chemical Safety		Y/N	Description or if 'No' please provide explanation

A.9.1	Ability to transfer current or new chemical inventory data to the application via bulk upload and map to appropriate location. Must be capable of uploading and updating chemical inventory using excel spreadsheet or similar		
A.9.2	Inventory includes chemical name, CAS number, manufacturer, amount, count, storage location and associated hazards		
A.9.3	Ability to link chemical with appropriate SDS which can be printed if necessary.		
A.9.4	Ability to search chemical inventory by chemical or hazard class/type (particularly hazardous chemicals, teratogens)		
A.9.5	Ability to generate and export reports of inventory by building, by PI, or by hazard type.		
A.9.6	Ability to use bar coding to monitor and track inventory		
A.9.7	Ability to recognize and prevent duplicate entry for identical manufacturer/chemical product number		
A.9.8	Ability to automatically identify chemical hazards or hazard class upon entry to use in hazard assessments and signage		
A.9.10	Ability to flag specific chemical hazards or quantities and generate notifications/alerts for specific chemical hazards or quantities (I.e., notification of addition of multi-nitrate, CFATS compounds to chem/rad inventory to system admin)		
A.10 Radiation Safety		Y/N	Description or if 'No' please provide explanation
A.10.1	Ability to register individual radiation users		
A.10.2	Tailored radiation registration form with workflow process for review and approval by the RSO		
A.10.3	Notifications/alerts/emails for annual project review and triennial renewal		
A.10.4	Automated issuance of approval		
A.10.5	Electronic signature from PI to agree to conditions set forth in the registration		
A.10.6	Electronic signature of workers listed on the project to acknowledge conditions of approval		
A.10.7	Ability for end users to log radiation usage and waste disposal and request waste pickups		
A.10.8	Tracking process for dosimetry data or ability to integrate with dosimeter company (Mirion Technologies)		
A.10.9	Ability to log radiation survey results		
A.10.10	Online process for initiating and approving RAM purchases		
A.10.11	Radiation waste inventory tracking		
A.11 Training			
A.11.1	Ability to support E-learning courses		
A.11.2	Ability to integrate with other E-learning platforms		
A.11.3	Ability to track training session name, date attended, score, next training date for staff, students and visitors (such as emergency responders, inspectors, etc.) including training not supported through E-learning platforms		
A.11.4	Ability to send alerts and reminders regarding training compliance		
A.11.5	Ability to generate training compliance reports for individuals, departments, for a given course or set of courses for a given time frame		
A.12 Occupational Health and Safety		Y/N	Description or if 'No' please provide explanation
A.12.1	Ability to support online occupational health questionnaires (I.e., animal worker questionnaire, OSHA respirator questionnaire, and associated assessments		

A.12.2	Ability to support occupational exam results (fit testing, Fitness for Duty, animal worker clearance, audiology exams, eye exams (laser baseline exams), hazardous chemical exposure monitoring)		
A.12.3	Ability to track occupational health requirements for individuals with multiple positions (I.e., student who works as TA and as a lifeguard)		
A.12.4	Ability to maintain occupational vaccine records or declination forms (Hepatitis B, Anthrax, Tetanus, Rabies)		
A.12.5	Occupational Health reminders and notifications for end users		
A.12.6	Ability to generate occupational health compliance reports by user or worker type (BSL-3 worker)		
A.13 Additional Modules, Features, and Capabilities			
A.13.1	Ability to log hazardous waste in each central accumulation area using barcoding or similar		
A.13.2	Ability to upload waste disposition records and manifests		
A.13.3	Tracking of biohazardous waste sent offsite for incineration		
A.13.4	Ability to establish custom workflows for the following: registration of Minors in the Laboratory, Select Agent program enrollment and ongoing suitability, Containment Suite mentorship tracking, Containment Suite safety observations for personnel, Procedural Risk Assessments, laboratory-specific training records, generation of laboratory-specific Emergency posters		
A.13.5	Online submission of Incident Reports and ability to complete online incident investigations with tracking of findings and corrective actions		
A.13.6	Ability to document exercises and drills (exercise plan, attendees, evaluation data, corrective sections)		
A.13.7	Ability to store and access SOPs and documents for end users		

Appendix B:
Mason Systems Functional Requirements and Security Information

Functional Requirements

- Integrate with Banner
- Work with industry standard integration management and ETL tools such as Informatica.
- Allow for integration through standard secure methods such as SFTP, APIs, Web services, etc.
- Offer robust security to protect confidential, sensitive, or proprietary data within the scope of Mason's security protocols.
- Role-based security should be used, and the ability to create, modify, assign, and delete roles should be available to university staff managing the solution.
- Support role and access-based reporting and auditing to facilitate regular review of access and permissions.
- System Data should be encrypted both at rest and in transit.
- 3rd party management of accounts and authorization should be supported.
- Vendor should provide appropriate documentation of their security architecture, policies, and processes.
- Deliver a user-friendly interface with variety of avenues for data entry, import, export/API available for selected data), and report generation for multiple users
- Forms and workflows should be editable with built-in graphical interface that is easy to use.
- The system/software should allow for export and the ability to save created files and edit files in the system.
- Offer strong reliability, including high uptime percentage, notification of planned updates and outages, ability to request postponement of outage/update due to work schedule, and system stability; data backup and protection from loss of data must be addressed, as should data recovery plans and timetables for data recovery. Please provide a timeline for data recovery, upgrades, etc. (ex. Number of business days for planned system upgrades, what happens during off prime hours, etc.)
- All applications must be formatted for desktops, laptops, and mobile devices
- System must work with OSX, Windows and Linux.

Accessibility

- Should meet Section 508 and Web Content Accessibility Guidelines (WCAG 2.0) accessibility and compliance standards
- Vendor should be prepared to demonstrate their compliance by providing a Voluntary Product Accessibility Template (VPAT).
- Vendor should be prepared to provide Mason staff access to a demo or development environment for the purpose of running accessibility testing tools to evaluate adherence to VPAT statements and compliance standards.

Authentication Methods

- Respondent should support Security Assertion Markup Language (SAML) 2.0 and be compatible with Shibboleth IdP Version 3.x or greater. Service Provider initiated Single Sign On is preferred.

Authorization Methods

- Respondent should support access control such as Role Based or Attribute-based; or integrating to common identity and authorization products which support these methods.

Data Security

- The offeror shall outline their system/software's levels of security, how data is kept secure, etc.
- Please clarify in your offer what your security defaults are (Ex. Does your system generally restrict access to classes of documents unless set otherwise?)
- After negotiations/BAFO but prior to contract award the contractor must agree to submit their solution/system to Mason's Architectural Review Board (ASRB) for review/approval.