



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

**STANDARD CONTRACT
 GMU-1878-23-01**

This Contract entered on this 25th day of June, 2024 (Effective Date) by Clyde Group hereinafter called "Contractor" (located at 1152 15TH St NW, Suite 750, Washington, DC 20005) 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 strategic communications and media relations services for George Mason University as set forth in the Contract documents. George Mason University cannot guarantee a minimum amount of business under this Contract.

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

Mason's issuance of a Purchase Order is considered confirmation of any engagement.

- III. PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options.
- IV. PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

All out-of-pocket expenses must be pre-approved by Mason and invoiced on a reimbursement basis, at cost. There will be no reimbursement for administrative costs including but not limited to; faxing, office supplies, phone, etc. Use of Contractor's media tracking resources shall be available to Mason at no additional cost.

Travel will only be paid on a reimbursement basis in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. All rates include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. All travel must be pre-approved by Mason.

| Labor Category | Hourly Rate |
|--|--------------------|
| Senior Vice President | \$364.50 |
| Vice President/Associate Vice President/Director | \$315 |
| Senior Account Executive/Account Supervisor | \$166.60 |
| Account Executive | \$144 |
| Assistant Account Executive | \$121.50 |

CRISIS HOURLY RATES: Pre-Approval is required from the requesting department prior to billing Mason these rates:

| Labor Category | Hourly Rate |
|--|--------------------|
| Senior Vice President | \$540 |
| Vice President/Associate Vice President/Director | \$450 |
| Senior Account Executive/Account Supervisor | \$225 |

| | |
|--|--------------|
| Account Executive | \$180 |
| Account Coordinator/Assistant Account Executive | \$158 |

Contractor will offer the following discounts based on total University spend in a single calendar year:

- 12.5% on all fees totaling between \$250,000 and \$500,000 in a single calendar year;
- 15% on all fees totaling between \$500,000 and \$1,250,000 in a single calendar year;
- 25% on all fees totaling over \$1,250,000 in a single calendar year.

As an additional financial incentive, Contractor will provide up to \$10,000 of complementary work for services such as strategy sessions, media training, or other agreed-upon initiatives in collaboration with the client.

Contractor shall issue a credit to the initial PO invoices if a second PO brings University spend over the above outlined thresholds.

V. CONTRACT ADMINISTRATION: John Hollis, Media Relations Manager, Office of University Branding, 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: Option #1- Payment to be mailed in 10 days. Mason will make payment to the Contractor 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 services rendered, whichever occurs last. A paper check will be mailed on or before the 10th day.

Invoices will be paid 2%/10 Net 30 from the date of receipt at acctpay@gmu.edu or the last day of the month, whichever is later. Invoices must reference a Purchase Order number to be considered valid.

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

- This signed Contract;
- Negotiation letter dated May 23, 2024 (attached);
- RFP No. GMU-1878-23 in its entirety (attached);
- Contractor's proposal dated October 25, 2023 (attached).

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of

this Contract.

- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work

or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The Contractor must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.
 4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
 2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident,

any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

- W. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless George Mason University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

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

- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 - 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as

applicable;

3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

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

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

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

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

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

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

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

HH. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.

II. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

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

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

2. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.


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

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

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


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

Clyde Group

DocuSigned by:

583CF4EE0E87492...
Signature

Name: Michael O'Mara
Title: President
Date: 6/25/2024

George Mason University

DocuSigned by:

E1DA89EA373640A...
Signature

Name: Clifford Shore
Title: Chief Procurement Officer
Date: 6/26/2024



Purchasing Department
4400 University Drive, MS 3C1, Fairfax, VA 22030
Phone: 703.993.2580;

May 23, 2024

Ms. Lauren Hovey
Senior Vice President – lauren.hovey@clyde.us
Clyde Group (herein referred to as “CLYDE”)
1152 15TH St NW, Suite 750
Washington, DC 20005

SUBJECT: Negotiations: RFP GMU-1878-23, Strategic Communications & Media Relations

Dear Ms. Hovey:

We have reached the point in the RFP process where we are ready to start negotiations/clarifications as provided for in Section XIV, B of the subject RFP. Therefore, we would appreciate your response to the following:

1. Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obligated to ensure that all pricing and contractual elements meet our institution’s needs. Mason proposes that we may engage CLYDE’s services in either of the following scenarios:
 - a. Actual hours worked based on your discounted hourly rates, by category, with an agreed upon monthly Not-To-Exceed (NTE) amount.
 - b. A Firm-Fixed-Price basis, based on the discounted rates agreed upon, for a time-bound project with fixed deliverables.

In both of the above scenarios, we must understand the discounted hourly rates that form the basis of a and b above.

In addition, out-of-pocket expenses must be pre-approved by Mason and invoiced on a reimbursement basis, at cost. There will be no reimbursement for administrative costs including but not limited to; faxing, office supplies, phone, etc. Use of agency’s media tracking resources must be available to Mason at no additional cost.

With this in mind, please provide your discounted hourly rates per labor category.

CLYDE Response: CLYDE proposes \$180,000 paid \$15,000 monthly for a 12-month month contract. Per our agreement with the Virginia Association of State College and University Purchasing Professionals (VASCUPP), CLYDE will offer a discount of 10% on fees, if this contract and the Costello College of Business contract total between \$250,000 and \$500,000 in a single calendar year, The discounted hourly rates are as follows (these hold for both scenario a and b):

| | |
|--|---|
| Senior Vice President | Regular rate: \$405 Discounted GMU rate: \$364.50 |
| Vice President/Associate Vice President/Director | Regular rate: \$350 Discounted GMU rate: \$315 |
| Senior Account Executive/Account Supervisor | Regular rate: \$185 Discounted GMU rate: \$166.60 |
| Account Executive | Regular rate: \$160 Discounted GMU rate: \$144 |

| | |
|-----------------------------|---|
| Assistant Account Executive | Regular rate: \$135 Discounted GMU rate: \$121.50 |
|-----------------------------|---|

We agree to the out-of-pocket expenses conditions.

Mason's Response: The final contract will be based on true hourly rates and actual hours worked, not a flat monthly rate. Provide your true hourly rates to provide service to Mason. Confirm the hourly rates will apply to any department that engages service from CLYDE.

Confirm CLYDE will allow the use of their media tracking resources at no additional cost.

CLYDE Response: The above discounted hourly rates will be the true rates applied to actual hours worked on the account. These hourly rates will apply to any department of central George Mason University. CLYDE confirms the use of all our current media tracking resources at no additional cost.

2. At Mason's discretion, we may request access to CLYDE's PR Newswire or Business Wire subscription. The cost shall be passed through to Mason on the monthly invoice at cost with no additional markup.

CLYDE Response: We agree to these terms.

Mason's Response: Accept

3. Confirm you understand if travel is required, it will only be paid on a reimbursement basis in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates. All rates must include travel unless travel is required from outside a 50-mile radius of the Fairfax Campus. All travel must be pre-approved by Mason.

CLYDE Response: We agree to these terms.

Mason's Response: Accept

4. Confirm your understanding of the following regarding payment and invoicing.
 - a. Work shall not begin until a Mason PO has been issued to CLYDE. A separate PO will be issued per engagement.
 - b. Mason will not prepay for services. All invoices must be submitted after services rendered.
 - c. All invoices will be paid 2%/10 Net 30 from the date of receipt at acctpay@gmu.edu or the last day of the month, whichever is later.
 - d. Hourly rate agreement invoices must detail the work performed per labor category with a breakdown of the hours worked for each task, each month. Invoices shall not exceed the agreed monthly NTE total.

CLYDE Response: We agree to these terms.

Mason's Response: Accept

5. For each engagement, confirm CLYDE will provide detailed weekly performance metrics and reporting. This should include a brief summary of work, updates on campaign progress, and any media hits.

CLYDE Response: We agree to these terms. We structure regular status and campaign reporting to fit each client's needs and goals, including a mix of weekly hot lists at the start of the week, end-of-week recaps, and monthly activity summaries, KPI tracking, among others.

Mason's Response: Accept

6. Confirm CLYDE can be available within 24 hours' notice of a crisis and services will be provided at the same hourly rates.

CLYDE Response: Yes, CLYDE can be available within 24 hours' notice of a crisis. Crisis response, to a certain scale, would be included in the same hourly rates listed in Question 1 above. However, a major crisis or special circumstance that would greatly exceed agreed upon hours for the general work, could be subject to our crisis hourly rates with the 10% VASCUPP discount outlined below:

| CRISIS HOURLY RATES | |
|--|---|
| Senior Vice President | Regular crisis rate: \$600 Discounted GMU rate: \$540 |
| Vice President/Associate Vice President/Director | Regular crisis rate: \$500 Discounted GMU rate: \$450 |
| Senior Account Executive/Account Supervisor | Regular crisis rate: \$250 Discounted GMU rate: \$225 |
| Account Executive | Regular crisis rate: \$200 Discounted GMU rate: \$180 |
| Account Coordinator/Assistant Account Executive | Regular crisis rate: \$175 Discounted GMU rate: \$158 |

Mason's Response: Confirm CLYDE will obtain prior written approval from the department before charging these rates.

CLYDE Response: Accept

7. Is CLYDE willing to sign a Mason NDA if engaged for services on a sensitive or confidential issue/topic?

CLYDE Response: Yes, we are willing to sign a Mason NDA.

Mason's Response: Accept

8. Confirm CLYDE will disclose any potential conflicts of interest, such as representing competing clients, and establish protocols for managing such conflicts ethically prior to engagement or as soon as it is known.

CLYDE Response: CLYDE has no conflicts of interest at this time and will establish protocols if such conflicts arise.

Mason's Response: Accept

9. Can CLYDE provide any additional discounts based on total university spend? Are there any additional financial or value-added incentives CLYDE could offer Mason?

CLYDE Response: CLYDE offers discounts based on the total fees in one calendar year as per our agreement with the Virginia Association of State College and University Purchasing Professionals (VASCUPP). Discounts available are as follows:

- 10% on all fees totaling between \$250,000 and \$500,000 in a single calendar year (as a best and final offer, CLYDE will offer a 12.5% discount at this level);
- 15% on all fees totaling between \$500,000 and \$1,250,000 in a single calendar year;
- 25% on all fees totaling over \$1,250,000 in a single calendar year.

As an additional financial incentive, CLYDE will provide up to \$10,000 of complementary work for services such as strategy sessions, media training, or other agreed-upon initiatives in collaboration with the client.

Mason's Response: If a PO is issued and a couple months later a second PO is issued that brings Mason's total to \$250k or more, how will CLYDE discount the first PO that was issued? Or, will CLYDE provide a rebate at the end of each calendar year based on total spend during the previous calendar year?

CLYDE Response: CLYDE would issue a credit on past PO and then go forward discount at the bottom of each invoice.

10. For OUB or each separate SOW issued, confirm Mason can terminate the engagement with 30 days' notice if there is a conflict of interest or a change in key team member(s) working on Mason's account.

CLYDE Response: Clyde agrees to these terms.

Mason's Response: Accept

11. It is the intent of the final contract to be cooperative and publicly posted. The proposal submitted in response to this RFP will be made part of the final contract and your proposal contains a "CONFIDENTIAL" footer on every page. Can you please provide a copy of your original proposal submitted in response to this RFP with the "CONFIDENTIAL" footer removed?

CLYDE Response: A copy of the proposal with the "CONFIDENTIAL" footer removed has been shared along with this document.

Mason's Response: Accept

12. Confirm CLYDE will not add additional terms and conditions to any SOW issued to Mason. Mason should not be required to sign separate SOW's and each SOW shall be limited to an outline of the work to be performed under each specific engagement. Mason's issuance of a Purchase Order is considered confirmation of the engagement.

CLYDE Response: For work defined in this RFP and SOW, CLYDE agrees to not add additional terms and conditions.

If additional projects or services are requested from CLYDE outside of this scope, either an agreed-upon SOW that outlines the additions in detail or if the Purchase Order's inclusions of the details of work should be provided.

Mason's Response: Mason accepts a SOW to outline specific project details. Additional contract clauses should not be included in any SOW issued to Mason.

13. CLYDE did not include any redlines to Mason's Standard Contract (RFP Attachment B – Sample Contract) in your proposal. Please confirm you do not take any acceptations to Mason's Standard Contract.

CLYDE Response: CLYDE agrees to not include any redlines to Mason's Standard Contract.

Mason's Response: Accept

Please advise if you have any questions or need clarification before responding. A response is requested by 5:00 PM on Tuesday, May 28, 2024.

Regards,



Erin Rauch, CPPB, VCO, CUPO
Assistant Director | Purchasing
erauch@gmu.edu



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



REQUEST FOR PROPOSALS GMU-1878-23

ISSUE DATE: September 22, 2023

TITLE: Strategic Communications & Media Relations

PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director

SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on October 04, 2023. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and by 5:00 PM ET on October 9, 2023.

PROPOSAL DUE DATE AND TIME: October 25, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XIII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

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

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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GMU-1878-23

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- I. PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide strategic communications and media relations support for George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.

Mason intends to award to multiple vendors as a result of this solicitation. One vendor to work closely with the Office of University Branding and a selection of additional vendors to contract with on an as needed basis.

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

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

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

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

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

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 four (4) successive one-year renewal options (or as negotiated).

X. BACKGROUND: Mason has been called the "best kept secret" and the Office of University Branding (OUB) continues to advance the story of Mason to key audiences, not only through our own storytelling but through story development, earned media, sponsored content, conferences, and partnerships. We are currently far behind our competitors in the region in terms of share of voices and conversation, and this work directly relates to those goals. Further based on the new strategic direction, publicity is a goal in several key areas of impact and measures of success. The process for this work requires a lot of one-on-one conversations, writing and graphic/art creation, cross-university coordination, list development, and planning. There is a significant need for external communications planning, more strategic campaign design and coordination, and increase in engagement with media across the University, and teams have been asking repeatedly for our support, leadership and consolidation of this work to ensure we are managing relationships well.

XI. STATEMENT OF NEEDS: The contractor will work with OUB on an ongoing basis, and with other University departments as needed, as part of story development and media relations. The contractor will assist the OUB team to help increase media coverage and third-party influential endorsements related to inclusive excellence, research, public health, science and tech innovation, business and economic development (including talent development and entrepreneurship), climate and sustainability, law and policy, freedom of speech, democracy and peace, culture and social mobility, educational rigor and outcomes as well as help mitigate crisis and uphold a strong reputation. The contractor will work closely with the OUB Media Relations Manager who coordinates with all of the other Schools and Institutes, and handles most in-coming media requests and crews on campus.

A. The contractor may be responsible for (but not limited to) providing the following services:

1. Communications campaign strategies and development,
2. Establishing a process for information gathering and story development,
3. Protocol and approvals process development and engagement,
4. Key message development,
5. Written and video communications (such as but not limited to: talking points and holding statements, press release, op-ed, video interviews/sample reels, tip sheets, social media content, web content, faculty profiles and Q&As, feature stories, sponsored content, best practices tools and templates, campaign reports/analysis and presentations),
6. Media training for Mason high profile executives and selected topic experts,
7. Executive interview recommendations and relationship building as a key source for media and influencers,
8. Distribution planning, press list development and maintenance,
9. Collaboration with other OUB teams on cross-platform engagement,
10. Crisis communications strategy and support as part of overall OUB crisis response plans,
11. On-site staffing, as needed, for various high-profile events or during crisis management that would likely entail large-scale media turnout to campus;
12. Handling media inquiries;

13. Proactively identify and pitch journalists for stories about Mason or for interviews with leadership and experts at local, regional, national, trade and vertical publications, web, podcasts, tv and radio broadcasts, newsletters, and influential conferences and events that generate positive exposure;
14. Weekly calls and follow-up reports (weekly updates and campaign summaries) with results as well as tracking projects, pitches, approvals, etc.

In addition, individual units often need campaign specific support for these types of services. The contractor will work directly with Mason departments on an as-needed basis. The specific requirements will be identified at the time of engagement and will require a separate scope of work detailing those specific needs.

XII. COST OF SERVICES: Please provide hourly rates as described in Section XIII.B.5 below.

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: **ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only be accepting electronic proposal submissions via Bonfire for this Request For Proposals.**

The following shall apply:

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

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

3. **Qualifications and Experience:** Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company.
 - b. Client list, key relationships & relevant industry knowledge
 - c. Names, qualifications and experience of personnel to be assigned to work with Mason. Include team specifics including bios, personal social feeds, links to LinkedIn profiles, awards and accolades, recent communications or influential speaking engagements, etc.
 - d. At least three campaign examples with scope and ballpark budget, measurable results and impact reports, sample tactics (i.e., press releases, op-ed, pitch documents, interview prep forms, sponsored stories, social and video content, web pages, etc.)
 - e. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
4. **Specific Plan (Methodology):** Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your detailed approach to providing the services described herein to include strategic communications planning and media relations strategies and tactics, and measurement.
5. **Proposed Pricing:**
 - a. Provide monthly fee for ongoing services provided to OUB, to include a breakdown of the personnel assigned to Mason with their estimated hours and hourly rate.
 - b. Provide hourly rates for services engaged on an as-needed or per campaign basis.

Invoices shall be submitted after services rendered or the end of each month and will be paid based on the payment preference selected (See section XVI).

Rates must include all travel-related expenses and overhead costs if the consultant is within a 50-mile radius of Mason's Fairfax campus. If the consultant is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be reimbursed in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.
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 experiences of offeror in providing the goods/services, including references | 20 |
| 3. | Specific plans or methodology to be used to provide the services | 20 |

| | | |
|-------------------------|---|-----|
| 4. | Price Offered | 25 |
| 5. | Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSB at the proposal due date & time. | 10 |
| Total Points Available: | | 100 |

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

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

XVI. **PAYMENT TERMS / METHOD OF PAYMENT:**

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. **SOLICITATION TERMS AND CONDITIONS:**

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. LATE PROPOSALS: To be considered for selection, proposals must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.
- I. QUALIFICATIONS OF OFFERORS: Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.
- J. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.
- K. TESTING AND INSPECTION: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVIII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 9/22/23
- Vendors submit questions by: 10/04/23 by 4:00 PM ET
- Post Question Responses: 10/09/23 by 5:00 PM ET
- Proposals Due: 10/25/23 @ 2:00 PM ET
- Proposals to Committee: 10/26/23
- Review and Score Proposals: 10/26/23 – 11/15/23
- Scores to Purchasing: 11/16/23
- Oral presentations (if necessary): TBD
- Negotiations/BAFO: TBD
- Award: TBD

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1878-23

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

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

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICE SCHEDULE:** As negotiated. The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.
- V. **CONTRACT ADMINISTRATION:** _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Negotiation Responses dated XXXXX (incorporated herein by reference);
 - C. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
 - D. Contractor’s proposal dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 10 (§ [23.1-1000](#) et seq.) of Title 23.1 of the Code of Virginia, and the “*Governing Rules*” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and the Contractor.

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. **ANTITRUST:** By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. **ASSIGNMENT:** Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of

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

1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. CONTINUITY OF SERVICES:
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and

- c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 - 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 - 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
- 1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
 - 2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any

obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

- W. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

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

- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - 1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;

2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.
1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
 2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
- DD. NON-DISCRIMINATION: All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. PAYMENT TO SUBCONTRACTORS: The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- FF. PUBLICITY: The Contractor shall not use, in its external advertising, marketing programs or promotional efforts, any data, pictures, trademarks or other representation of Mason except on the specific written authorization in advance by Mason's designated representative.
- GG. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

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

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

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

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals whose PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

- 2. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

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: _____ |



Proposal Response to George Mason University

10-25-2023



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EXECUTIVE SUMMARY

As specified in section XIII.B.1 of the RFP

CLYDE will increase awareness of George Mason University's unique brand identity on a regional and national level through a cohesive, strategic communications campaign.

George Mason's commitment to diversity, innovation, and real-world education and research is shaping tomorrow's future through excellence. The following proposal outlines where CLYDE can help George Mason be recognized and distinguished in a competitive space by telling your story and positioning you in impactful conversations taking place on a local, national, and international level.

Prior to external storytelling, we must first align George Mason's internal communications and goals so that our external communications have a seamless message.

The strategic plan for our communications efforts is built on the following logic:

- Cohesive Messaging and Strategy: George Mason needs an aligned communications plan that has a solidified message coming from **all schools and leaders** that elevates the overall brand reputation of the university.
- Media Relations: George Mason needs to be included in important national conversations on a regular cadence
- Thought Leadership: The accomplished faculty and leadership at George Mason offer the opportunity for an extensive executive thought leadership program centered around them
- Industry Positioning: CLYDE will support George Mason on developing news-worthy events and strengthen your relationships with strategic partners

To accomplish this, we'd focused on key messaging development, campaigns and project amplification, media relations, thought leadership, and issues management. We will also provide guidance and consultation on social media, digital marketing, and crisis communications.

Throughout this process, a metrics-driven approach with key performance indicators will be applied to the overall program and its individual tactics. CLYDE will advise on how to set realistic benchmarks, how to report these metrics out to stakeholders, and use this data to shape future programs.

Building on our years of work with George Mason's Donald G. Costello School of Business and College of Humanities and Social Sciences, CLYDE is your ideal partner to move at the pace you need, with the team you want, to get the results you deserve.



QUALIFICATIONS AND EXPERIENCE

As specified in section XIII.B.3 of the RFP

(a.) BACKGROUND AND BRIEF HISTORY OF YOUR COMPANY

Repeatedly recognized as one of America's best boutique agencies, CLYDE is a top Washington D.C.-based public relations and public affairs firm driven by strategy, creativity, and experience. We offer advisory, communications, and public affairs services to a variety of clients in the private, public, and nonprofit sectors. Our team's backgrounds encompass expertise and careers in journalism, politics, consumer affairs, government relations, crisis communications and more.

CLYDE is an impact agency. We work with clients who want to make a difference – and it's our job to help them do it, through earned, owned, and paid media programs, creative solutions, and smarter, informed strategies. We are a full-service agency with a team of experts spanning communications, creative, and digital media. We provide richer engagement and deep expertise that ultimately creates better results for our clients.

When others run away from a challenge, we run toward it – and the harder it is, the more we show up. It's just who we are. We're the kind of people who like a good problem. The questions that keep our clients up at night are the ones that get us up in the morning. And the thrill of finding a solution – the kind that doesn't always come easy – that's the ultimate reward. Bottom line, we impact outcomes.

Built on more than 20 years of education experience – from edtech to K-12 to higher education – CLYDE advises forward-thinking education innovators like George Mason to tell their stories, engage with the media, build their brand, increase their visibility, and navigate challenging issues.

(b.) CLIENT LIST, KEY RELATIONSHIPS, AND RELEVANT INDUSTRY KNOWLEDGE

A certified LGBT business enterprise by the National LGBT Chamber of Commerce, CLYDE's commitment is best in class, industry recognized, and award winning – with a focus on the importance of belonging for everyone. We engage all team members and invest heavily in education and culture. Through CLYDE's IDEA program (inclusivity, diversity, equity, accountability) we have dedicated sub-committees (BIPOC, mental health, neurodivergence,



PRIDE, etc.) working year-round developing impactful trainings and programming on important issues like unconscious bias and psychological safety in the workplace, as well as hosting celebrations and info sessions that highlight racial, ethnic, gender, religious, and LGBTQIA+ communities.

- **Education Clients**

- George Mason University's Donald G. Costello School of Business
- George Mason University's College of Humanities and Social Sciences
- Sallie Mae
- University of Phoenix
- Penn Foster Group
- Canvas by Instructure
- Strada Education Network
- University of Virginia
 - Awarded Public Relations Services agreement
- Credits2Careers
- Virginia Community Colleges

- **Strategic Communications Clients**

- Navy Federal Credit Union
- MeridianLink
- Ipsos
- Rosslyn BID
- EventsDC
- Monday Properties

- **DEI Clients**

- National Institutes of Health's *All of Us* Research Program
- Gilead
- Bristol Myers Squibb
- The Leadership Conference on Civil and Human Rights

- **Tech Clients**

- Rover.com
- Jackpocket
- Zendesk
- Miradore
- Gearbox
- HP



- Workfront
- Built for Teams
- **Public Affairs Clients**
 - Search for Common Ground
 - Protect Democracy
 - Americans United

(c.) NAMES, QUALIFICATIONS, AND EXPERIENCE OF PERSONNEL TO BE ASSIGNED TO WORK WITH MASON

Lauren Hovey, Senior Vice President, Strategic Communications

Lauren works alongside senior leadership at CLYDE to uphold our mission to make maximum impact to move the world forward. This mission calls for embracing data-focused solutions, ambitious innovation, and navigating industry challenges to drive client success. Since joining CLYDE in 2020, Lauren oversees the integrated communications strategies and campaigns across a wide range of clients in the firm's Strategic Communications Department. With nearly 15 years of agency experience, Lauren previously led a Manhattan-based public relations firm specializing in media and marketing strategies related to corporate brands, hospitality, residential and commercial real estate, and finance. Over her years of experience Lauren has been hands-on working closely with C-suite executives at a variety of national and international companies including Urban Aeronautics, BankMobile, Experian, and PwC. At CLYDE she handles the strategies on education accounts including Penn Foster and Sallie Mae.

- [Author at PR News](#)
- [PRNews 2023 People of the Year Honoree](#)
- Finalist for Ragan Women in Communications
- [LinkedIn](#)

Laura Beth Telep, Vice President, Strategic Communications

LB leads the firm's education accounts, developing communications strategies and directing PR, media outreach, corporate branding, and thought leadership for clients reaching both consumer and B2B audiences. LB leverages integrated marketing and communications across most of her accounts, including Sallie Mae, Penn Foster, Instructure, and more.

- [Featured on NextUP](#), Ragan Communications and PR Daily's video series
- Honoree for PRNEWS 2023 People of the Year
- Finalist for PRWeek's 'Outstanding Young Professional' Award in 2019



- [LinkedIn](#)

Samantha Santoro, Account Director

Samantha leads integrated earned media, thought leadership, social media, and paid media efforts for higher education, healthcare, and financial services accounts at CLYDE, including George Mason's Donald G. Costello School of Business. Her communications experience spans a wide range of consumer, nonprofit, healthcare, hospitality, and government industries. Before joining CLYDE, she led media relations work, social media management, event planning, and influencer partnerships at several public relations agencies, as well as supporting the strategic communications team at the National Defense University in Washington, D.C. Originally from the DMV area, Samantha graduated from Boston University with a B.S. in Public Relations and a minor in Political Science. She is a current Executive MBA candidate at University of Virginia.

- [LinkedIn](#)

Sammy Sklarin, Account Executive

Sammy works across clients in the higher education, financial services, and tech industries at CLYDE, assisting them with their media relations, content, and social media efforts. He has worked with George Mason's Donald G. Costello School of Business for over two years, leveraging professors for thought leadership earned media opportunities across top-tier national, industry, and local DMV media outlets including U.S. News & World Report, Fortune, BBC, CNBC, and more. Sammy graduated from Johns Hopkins University with a B.A. in International Studies and History.

- [LinkedIn](#)

Chris Cantwell, Media Relations Specialist

Chris is a communications and public relations professional with experience in the education, technology, government, and political fields. His experience includes placing spokespeople in top-tier outlets, crafting compelling pitches and press releases for client announcements, media training spokespeople, and advising clients on strategic public relations efforts. He has previously worked in marketing and promotions at Tulane University, a top research institution located in New Orleans, and in LA external communications at Flexport, a unicorn supply chain startup. Chris graduated from Tulane University with a B.A. in Political Science and Homeland Security and an M.P.A in Communications and Public Policy.

- [LinkedIn](#)



Caleb Klemick, Assistant Account Executive

Caleb is an Assistant Account Executive at CLYDE with more than a year of experience providing media relations, content creation, and thought leadership support to clients in the technology, finance, and nonprofit industries. Just after joining the agency, Caleb spent several months supporting media relations and thought leadership on the George Mason University School of Business account. Prior to joining CLYDE, Caleb worked in a development communications role with Penn State University and served as the production manager for the 2022 Penn State Dance Marathon. In that role, Caleb was responsible for leading event production and assisting in the promotion of more than 50 successful events targeting a variety of university stakeholders, including students, faculty, alumni, and donors. A native of Pittsburgh, Caleb graduated from Penn State with a B.A. in Public Relations and a B.S. in Political Science.

- [LinkedIn](#)

(d.) CAMPAIGN EXAMPLES

George Mason University's Donald G. Costello School of Business

Since 2019, CLYDE has elevated the thought leadership of George Mason University's Donald G. Costello School of Business. We were originally retained to increase the school's presence in local and national media, which was limited despite being part of the largest public university in Virginia with accomplished faculty. At the outset of our partnership, CLYDE interviewed more than two dozen professors and directors of various research centers to identify areas of expertise. From those conversations, three major strategies emerged:

- Proactive thought leadership pitching: Following in-depth research of various professors' industries of expertise and audits of relevant reporters and publications, CLYDE developed tailored pitches and executed outreach to promote faculty insights and research.
- Reactive 'newsjacking': Using a suite of media tools, CLYDE monitored a wide variety of trade and national publications for professor-relevant angles on trending or industry-specific stories where professors' commentary was likely to be included in the coverage.
- Op-ed refinement and pitching: CLYDE worked with Costello School of Business professors to refine and condense opinions and research into placeable op-eds across top tier and industry trade publications.

Results:



- The Costello School of Business team identified eight direct competitor business schools against which it measured earned media “share of voice” (SOV). Each percentage measures the portion of the media landscape that the Costello School of Business and other business schools take up. Before we started in 2019, the Costello School of Business had a baseline share of voice of 3%. By summer of 2022, we increased SOV to 19%, beating out major competitors including Johns Hopkins and University of Maryland. In 2022 and 2023, CLYDE positioned one of the Costello School of Business professors as the go-to expert source on the Washington Commanders renaming with a splash of coverage in the beginning of the year when news was breaking – including NPR, The Washington Post, and WJLA – and ongoing interviews throughout the year as more Commanders stories arose.

CLYDE’s efforts were deemed so successful that another college within George Mason University, the College of Humanities and Social Sciences, retained us for its own thought leadership and earned media efforts as well as multiple smaller scope projects.

This thought leadership and earned media campaign was executed within the \$20,000 budget/month retainer.

Sallie Mae, National Scholarship Month

In the fall of 2022, CLYDE set out to brainstorm ways we could further promote our client Sallie Mae’s scholarship program and position the company as a leader in promoting diversity in higher education. The team’s brainstorming resulted in Sallie Mae’s National Scholarship Month Campaign, a creative media and digital activation that celebrated all 25 scholarship recipients during the month of November. The campaign combined earned, owned, and paid media efforts that targeted local markets, social media audiences, and key stakeholders, including policymakers.

While the campaign launched in November 2022, Sallie Mae and CLYDE started the work months in advance organizing, developing, and designing all content needed for the campaign, including:

- Creative templates for social media student spotlights, including quote cards, videos, and photo placeholders
- An opening collage of student headshots to launch the campaign
- An animated video of the students to end the campaign



- Customizing all social media posts for Twitter and LinkedIn
- Crafting hometown and university-specific pitches for each recipient
- A media list inclusive of outlets, news stations, magazines, newsletters, and university contacts for 50 markets

Sallie Mae rounded out the campaign by deploying paid social tactics to ensure even more people – including priority audiences – engaged with the scholarship recipients. Specifically, the November organic campaign posts focused on scholarship recipients, while the paid ads on Twitter and LinkedIn included different copy tailored for policymaker audiences through December 16. There were also emails developed for Senators in the 20 home states and 33 Congressional staffers representing local districts, encouraging policymakers to congratulate their respective students. These tactics worked to ensure key stakeholders understood the work Sallie Mae is doing to increase awareness of scholarships and other resources to aid in financial education around planning for college.

Results:

- 15 original pieces of coverage; 666 pieces of syndicated coverage
- 2,351,583 impressions
- LinkedIn
 - 15% increase in new followers
 - 138% increase in total engagements (115.7% increase in reactions, 2,660% increase in comments, and 167.3% increase in reposts)
 - 89% increase in total impressions
 - 68% increase in post link clicks
- X (Twitter)
 - 265% increase in total engagements
 - 171% increase in total impressions
 - 163% increase in total outbound tweets
 - 567% increase in total video views
 - 253% increase in post-link clicks

This campaign was executed within the \$40,000 budget/month retainer.

Penn Foster Group, In-person Graduation Event

CLYDE supports Penn Foster Group, a leading online education and training solutions company, and their ongoing corporate communications strategy, including earned media



campaigns to increase brand awareness and visibility. In March 2023, CLYDE was brought on to support Penn Foster's first in-person graduation event in three years. This five-month campaign was supported with a \$35,000 budget.

From March – August 2023, CLYDE provided communications, event planning, and public relations services, including:

- Facilitating external speakers
- Determining swag and merchandise
- Determining entertainment
- Facilitating stage decor
- Organizing list of registrants
- Coordinating guest dinner
- Coordinating thank you gifts
- Supporting partnerships for sponsorship packages
- Coordinating Jostens (cap, gown, tassel, cords, stoles, stoles of gratitude)
- Creating ceremony agenda
- Facilitating ticket sales
- Coordinating floral arrangements
- Participating and supporting on-site event activities, including pre-event set up and day-of run of show

In addition to event logistics, CLYDE developed an earned media strategy that raised awareness for Penn Foster Group's first in-person graduation since COVID-19 and leveraged this moment in time to publicize the new Penn Foster Group name. Our media strategy included a press release announcing this year's graduation, featured stories highlighting the brand's new name, local media coverage highlighting student success stories, developing an op-ed celebrating in-person celebrations, and inviting local press to attend the day-of event.

Our execution of Penn Foster's in-person graduation campaign resulted in more than 1,200 event attendees and a significant increase in coverage for 2023 Q3 compared to Q2. CLYDE increased Penn Foster's share of voice among key competitors by 15 percentage points during the campaign.



Instructure, COVID-19 Education Bill

In 2018, Instructure turned to CLYDE to help raise awareness for Bridge – a learning management software (LMS) for enterprise businesses. Operating in a cluttered LMS landscape, and with the need to communicate different but consistent messages across stakeholders, CLYDE crafted a strategy with a focus on generating positive media coverage for products in the Bridge suite. Simultaneously, we positioned Instructure leadership as subject matter experts for the topics most relevant to decision-makers and industry influencers.

Armed with an arsenal of research around training programs, workplace education, and the high cost of turnover, we quickly secured articles in high-profile publications such as The Wall Street Journal, Motley Fool, and USA Today, as well as targeted business journals to capture business leaders at the local and thematic levels.

After partnering with Instructure for more than a year to raise awareness for Bridge, Instructure turned to CLYDE to elevate its overall brand profile while continuing to promote both the Bridge and Canvas products. We guided Canvas to similar levels of media success and expanded work to include public affairs.

Instructure developed the Canvas system as a full suite of tools to enrich, support, and connect every aspect of teaching and learning, which proved impactful during COVID-19. Despite clear data on its benefits, the federal government was still reluctant to see online education management tools as a priority or necessity, so funding was being put at risk.

Our campaign strategy was to get in front of the Department of Education and the Biden/Harris transition team to elevate the importance of these tools, and their impact to overall education and betterment of America's students. CLYDE's solution was to engage with the administration and develop a lasting relationship to ensure adoption and continued support of education technology, broadband, and discretionary spending for K-12 education.

As the third round of COVID-19 stimulus legislation was being negotiated on the Hill, CLYDE worked with Instructure to craft targeted congressional one-pagers, public sentiment polling, letters to members of Congress, and a comprehensive messaging framework document. Based on these materials, we combined earned media efforts inside of the Beltway and



Canvas was able to secure a meeting with the administration's transition team, and since then have engaged in regular dialogue.

We achieved key metrics of the campaign by securing POLITICO coverage mentioning Instructure's outreach efforts and involvement in funding conversations. Ultimately, the \$82 million in funding was included in the final education bill and was signed into law by President Biden.

This campaign was executed within the \$15,000 budget/month retainer.

(e.) REFERENCES THAT DEMONSTRATE THE OFFEROR'S QUALIFICATIONS

- Duane Bailey, George Mason University's Donald G. Costello. School of Business
 - (703) 993-6995
 - dbaile8@gmu.edu
- Becky Frost, MeridianLink, VP of Marketing and Communications
 - Also former client with University of Phoenix and Instructure
 - (949) 992-4560
 - Becky.Frost@meridianlink.com
- Lauren Stash, Penn Foster Group, Director of Communications
 - (570) 817-2061
 - Lauren.Stash@pennfoster.edu

SPECIFIC PLAN (METHODOLOGY)

As specified in section XIII.B.4.a of the RFP. The following sections are as listed in section XI.A (Statement of Needs)

(1.) COMMUNICATIONS CAMPAIGN STRATEGIES AND DEVELOPMENT

The success of our work together will be dependent on setting goals and measurement capabilities from the very beginning. This alignment ensures that CLYDE will constantly be delivering in the areas that matter most to our George Mason University counterparts. Here we have outlined what our strategic process entails and how we can use creative thinking to push the envelope together.

At the start of our partnership, we'll lay the foundation for success by establishing key



performance indicators (KPIs) that will help us measure the success of our efforts against our shared goals. This starts with a discovery stage in which we will determine important stakeholders and audiences, goals, and partners for each campaign. Through our previous experience building brand awareness with higher education institutions, CLYDE knows how to delicately weave thought leadership of specific faculty, individual schools, and broader university initiatives together to guard and advance the overall reputation of the university and its leaders.

Share of voice (SOV) will be the critical metric to evaluate our progress increasing George Mason's media footprint in comparison to similar institutions. To increase George Mason's share of voice and expand national and local awareness of the university, our communications strategy takes a four-pronged approach through:

- Proactive and reactive earned media outreach
- Thought leadership efforts amplified through owned channels
- Creating news moments through Mason-branded events
- Strengthening existing and building new strategic partnerships

Combining immersive subject matter knowledge and strong media acumen, CLYDE pinpoints engaging storylines where your experts can join, drive, or initiate local and national conversations. To drive these narratives, CLYDE deploys an integrated approach with our communications tactics, a few of which are outlined here. (1) Earned Media + Content: We conduct proactive outreach, effectively positioning spokespersons as go-to sources. To expand credibility in the expert's own voice, our client services and media relations teams work closely together to brainstorm, draft, and/or edit op-eds and authored pieces. (2) Events and External Recognition: To establish thought leadership amongst peers among other R1 institutions, CLYDE identifies the best events, speaking opportunities, and awards to pursue on experts' behalf and seeks out networking events, panel discussions, and board positions as possible avenues to further elevate their profiles.

Example Communications Campaigns:

In addition to securing media coverage and developing owned content strategies for existing university milestones, we actively create our own media moments, rather than waiting for news to come to us. CLYDE regularly brainstorms across account teams and practice areas to present the "big ideas" our clients know and love. Here are a few ideas that would help George Mason stand out from your competitors:



1. *Quarterly College Firesides*: In leveraging the increasing higher education competition in the larger Washington, D.C. metro area, CLYDE will position George Mason as the convener of Virginia schools to regularly discuss critical issues in the DMV region. To drive media coverage, we will work with George Mason to host panels of professors from other institutions, as well as key leaders in the community, highlighting existing university partnerships and CLYDE's relationships with local BIDs, legislators, and corporate leaders. Not only will events like this publicly brand George Mason as a leader amongst regional competitors, but they will also support partnership building and provide additional media coverage through participants' promotional efforts.

2. *Real-World Degrees and Research for Real-World Problems*: With the University's strength in transdisciplinary research, we will develop an ongoing media campaign focused on George Mason's innovative academic offerings that tackle real-world problems. Angles will highlight unique degrees graduates earn from the Interdisciplinary Studies program in the College of Humanities & Social Sciences for consumer-focused media outlets or student spotlights. We can also use research from the Institute for Sustainable Earth and the other transdisciplinary institutes to show how research can come to life out of the academic setting.

3. *Northern Virginia Technology Council (NVTC)*: Utilizing your existing partnership with the NVTC, we will use George Mason-sponsored events as the connection to a larger story about the Washington, D.C. area's footprint as a national technology hub. In engaging with the broad network of NVTC leaders and trailblazing companies to build local events together, we will increase public awareness of George Mason's role in national innovation and the opportunities available to students who attend the university. In tandem with hosting the event, we will craft a tailored pitch to regional and industry beat reporters to highlight how with two in three alumni working and living in the D.C. area and an active Fairfax campus, George Mason is uniquely positioned to provide the workforce for major technology companies moving to the DMV region.

By setting the foundation of our work together with a creative, results-driven strategy, CLYDE will be able to successfully secure earned media while also identifying additional tactics to amplify George Mason's secured coverage. This can include recommendations for existing



partners or provide additional support through our in-house capabilities. CLYDE will always think bigger and bolder to move the needle closer to achieving our shared goals.

(2.) ESTABLISHING A PROCESS FOR INFORMATION GATHERING AND STORY DEVELOPMENT

The foundation of any successful media relations program is a robust understanding of narrative, messaging, and expertise. CLYDE has a proven approach to hand-crafting stories that we know will leverage the deep expertise of your spokespeople, while also taking advantage of the media cycle.

To begin this effort, CLYDE first partners with you to embark on a fact-finding mission—we review, assess, and analyze all assets and materials. Laying the groundwork through audits of existing materials, we will glean a comprehensive understanding of what additional information we might need from your experts.

An essential step in CLYDE's information gathering process is identifying the spokesperson pool and university milestones by working collaboratively with the OUB team to understand overall goals, strength areas, and opportunities. We set up introductory calls with key spokespersons and come prepared with a list of questions to understand each faculty or staff member's areas of expertise, experience with media, topics they are passionate about, and any subjects of concern. We will closely follow both George Mason's and the subject matter experts' owned content, including social channels, to keep abreast of news and topics they are interested in speaking about.

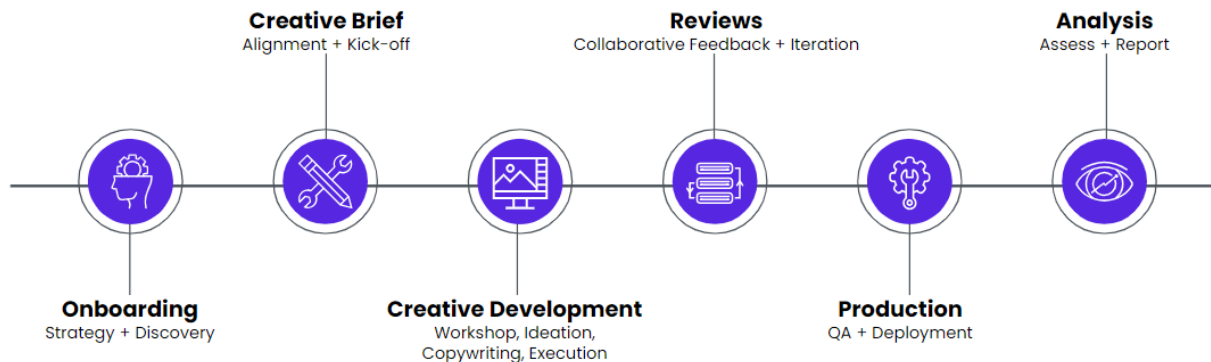
We then create unique, out-of-the-box ideas, thinking strategically about what will garner the most effective media coverage for George Mason. We understand you have to break through the noise and stand out in the crowd — our storytelling has to be different — visual, engaging, compelling, and capture not only a reporter's attention, but their audience as well. That's how we work to make a difference and get you impactful and meaningful media attention.

While we still utilize tried and true traditional outreach methods, we focus on being strategic and creative thought partners instead of pitch factories. We don't just discuss story ideas with you on client calls — we build them. We learn how to tell your unique story in a way that will resonate with journalists and their audiences. We put our clients in the best possible position to secure maximum coverage by creating newsworthy media moments, rather than waiting

for the stars to align on their own. This is true for university announcements and accomplishments as well as building ongoing storylines for a steady drumbeat of media coverage.

Together, we'll extend your messaging, educate your audiences, develop engaging content strategies through an editorial calendar, navigate rapid response moments, and grow our influence across the platforms and mediums that matter most.

(3.) **PROTOCOL AND APPROVALS PROCESS DEVELOPMENT AND ENGAGEMENT**



CLYDE will work with George Mason on all asset development through our six-pronged process of:

- Strategy & discovery
- Alignment
- Ideation
- Collaborative
- Reviews
- Quality assurance
- Assessing & reporting

CLYDE prides itself on providing public-ready quality on every deliverable. To achieve this we have implemented a system of quality control for our work products across the agency and with every single client. This includes a clear hierarchy of decision makers and incorporates existing OUB standard operating procedures.



The first part of our system relates to day-to-day media relations content and execution, including but not limited to pitches, media backgrounders, talking points, and media lists. These deliverables are executed and approved by CLYDE staff at the Senior Account Executive, Account Supervisor, or Account Director level. This team member is present on every call with the OUB or other George Mason team members to ensure alignment on goals, deliverables, and strategy. Finally, to ensure grammatical accuracy, every CLYDE client deliverable is also reviewed by a third-party team member who is not on the account and is looking at the document with fresh eyes.

In addition to clear systems ensuring high-quality deliverables, CLYDE also takes steps to ensure every team member is effectively servicing the account, delivering work that advances strategic priorities, and aligning on best practices. Senior team leads will conduct periodic check-ins with account team members from the Director to Account Coordinator level to ensure high-quality work product. In addition, the senior account team has a weekly meeting to check in on account priorities and strategy.

In our work with education providers, government agencies, and financial institutions, we are well-versed in adherence to strict and nuanced branding and language guidelines. We have seamlessly integrated into existing standard operating procedures and designed our own when necessary.

(4.) KEY MESSAGE DEVELOPMENT

CLYDE is at a unique advantage of understanding George Mason and its messaging after four years of partnership with the Donald G. Costello School of Business. Our work together has allowed us a deep understanding of George Mason University's branding, voice, values, and goals. If we were selected to partner with OUB, we would dive deeper into the message development process and collaborate with your team to produce tactful messages that reflect George Mason's inclusive, innovative, and hard-working identity.

CLYDE's message development process is as follows:

- In-depth messaging audit
- Message workshop
- Stakeholder engagement
- Refinement and testing



- Final messaging

In-depth messaging audit

When supporting development of key messages, we conduct an in-depth analysis of existing messaging, the university's strategic direction, and your brand story in addition to executing a listening tour with relevant stakeholders. We are skilled at weaving together insights and voices from multiple groups, including the various schools within the university, balancing nuance with compelling storytelling.

Message workshop

After the audit, CLYDE will develop thoughtful, concise, and impactful messaging that aligns with your branding and furthers the George Mason story of inclusion, innovation, and community partnership.

Stakeholder engagement

A crucial step in the process is ensuring that our messaging aligns with the mission and vision of George Mason's leadership and stakeholders. We would have feedback sessions and pull through adjustments before refining the messaging.

Refinement and testing

After refining the messaging based on leadership feedback, CLYDE will message test to a broader audience and finalize messaging that will result in the biggest impact.

Final messaging

We recognize the critical importance of a cohesive brand narrative as the university continues to build its national brand identity. These messages are carried through all content we support from media relations materials to owned content and beyond.

(5.) WRITTEN AND VIDEO COMMUNICATIONS

While earned media is our bread-and-butter, CLYDE's team excels in integrated, multimedia strategies. Our media placements are just the beginning.

Creative Capabilities

Our experienced client service and digital team members can provide recommendations for paid, social, and digital media tactics to extend the footprint of news coverage. Our in-house



creative department would work as an extension of OUB to design eye-catching graphics, videos and ads that promote the Mason brand in a variety of mediums.

Content Development

Content will also be a crucial part of articulating George Mason's value to target audiences. CLYDE works hand-in-hand with your team to draft and/or edit all press materials, closely following brand guidelines and key messages, including but not limited to press releases, media advisories, holding statements, talking points, presentation scripts, op-eds, and tip sheets. As we work with our clients, we develop and maintain up-to-date messaging matrices that include approved language and quotes from previous interviews and media placement to ensure that our content and narratives remain strong and consistent.

Social, Digital & Paid Media

Extensive research and understanding of audience demographics allows us to pinpoint the most impactful outlets and platforms for content placement or ad units. We can liaise with multiple advertising teams to bring you a neatly packaged spread of creative content options with tailored recommendations within budget. Whether we are executing simple local ad buys or hundred-thousand-dollar multi-media campaigns, we streamline the process so you can focus on the results. We are intimately familiar with what type of content and visuals do best to reach specific audience groups and can counsel OUB in this regard.

We can leverage this approach to support the creation of engaging social media content, sharing the website articles that beg to be shared with your network. Our tailored copy will target your audience directly and take advantage of the algorithm of each social channel, including hashtag and search strategies that seamlessly blend into campaign messaging. CLYDE's team would design eye-catching graphics and short videos that align with the Mason brand. We would create comprehensive content calendars that build a narrative and spotlight important university milestones. We have expertise in all of the major social media channels — Instagram, TikTok, Facebook, X, LinkedIn — as well as more niche avenues such as WhatsApp, NextDoor, and even Waze. We always have a finger on the pulse of digital platforms to identify new opportunities to expand your digital footprint. Whether you are looking to grow an existing following or launch a new account, we provide a dedicated strategy. What's more, we can leverage the same social platforms for paid campaigns so that organic and paid approaches are working hand-in-hand to maximize your ROI.



To bolster traditional advertising, as well as organic and earned marketing efforts, we could implement a range of other coordinated digital advertising tactics. We use digital geotargeting tools like Facebook, Twitter, GroundTruth, and Google Display Network to isolate users with certain demographic profiles and those who follow certain social media accounts in key interest areas. Our creative team designs ads that cut through the clutter and activate audiences. Though data drives all of our strategies, it is perhaps most influential in digital marketing. Utilizing A/B testing across campaign buys allows for real world interaction that creates a direct comparison of images, text, or ideas to gain testing data that allow us to determine the most effective options and pivot efforts there.

(6.) MEDIA TRAINING FOR MASON HIGH PROFILE EXECUTIVES AND SELECTED TOPIC EXPERTS

As we work to expand the reach of a given earned media placement or website article, it is absolutely essential that we do not forget about a key building block for success– the comfort, flexibility, and media dexterity of your spokespeople. CLYDE will train your spokespeople to effectively deliver key messages to the media and your community by conducting and recording mock interviews, followed by direct feedback on their performances to show exactly where and how they can improve. CLYDE can not only assist with refining the skills of your current spokespeople, but also with helping to expand your spokesperson bench. Our trainings are customized and arm participants with valuable, concrete tools that shape them into all-around better communicators while preparing them for future media engagements.

Using a research-based approach that provides insight on both proactive, positive coverage or the most difficult, potentially-damaging issues that the university may need to respond to, we prepare your experts and leadership to answer any questions that may come their way. We've also further developed our training program to include virtual presentations and virtual media tours.

CLYDE is experienced in training and preparing top-level administration and academic officials as well as faculty at universities and colleges nationwide, in addition to C-suite executives, nonprofit CEOs, and communications professionals at corporations and organizations internationally, for all media formats – television, print, digital, and radio. Examples of executives we've trained come from organizations like the American Psychiatric Association, Washington Metropolitan Area Transit Authority (WMATA), the National Institutes



of Health, Rover.com, MeridianLink, Monday Properties, Penn Foster Group, and Ipsos. CLYDE has also facilitated speaker and presentation training for experts and leaders across a variety of industries, from organizations including In-Q-Tel, Zendesk, and Oceana.

CLYDE's detailed media training process ensures that trainees — regardless of their level of comfort, media expertise, or background — receive meaningful guidance and one-on-one attention. We custom-tailor our training and create specialized sessions and scenarios for each spokesperson. The multi-step process is detailed below.

- *Research:* CLYDE will compile a document identifying each individual trainee and their media engagement strengths and weaknesses in TV, print, and radio.
- *Pre-read:* CLYDE will provide trainees with a comprehensive pre-read document at least a week before the scheduled training session. This document will include media terminology, interview tactics, and messaging refinement information.
- *Talking points:* CLYDE will draft and disseminate an agreed-upon set of talking points that cover baseline values, timely topics, relevant news stories, and more.
- *Individual sessions:* CLYDE will create a studio setup where we will conduct an in-person media session. The trainee will run through an initial mock interview session, be recorded, receive feedback in real time, and participate in additional run-throughs.
- *Post-read:* Following the conclusion of the training session, CLYDE will compile customized post-reads for every trainee accompanied by a copy of their taped interviews, information on best tips and tricks for media interviews, and details on specific areas for improvement/practice.

(7.) EXECUTIVE INTERVIEW RECOMMENDATIONS AND RELATIONSHIP BUILDING AS A KEY SOURCE FOR MEDIA AND INFLUENCERS

George Mason's passionate leaders and esteemed faculty are key components of our communications strategy. CLYDE is experienced in positioning experts from CEOs to adjunct faculty in national, local, and industry media.

CLYDE prioritizes building long-lasting relationships with reporters in key coverage areas and outlets by arranging opportunities from reporter desksides to editorial board meetings with national publications. In addition to pulling from the network of existing media relationships, CLYDE extensively researches reporters in relevant verticals and faithfully follows news staff movement.



CLYDE is constantly building relationships with new reporters and maintaining relationships with old ones. We will closely follow a reporter's topics of interest, and engage with them around seasonal trends or observances they have previously covered. We are also big proponents of meeting with reporters for coffee or phone calls to hear what stories they have in the pipeline and share more about what experts are available to speak on a given subject. We make it our mission to continuously remain at the top of reporters' inboxes and provide valuable information so that we can develop strong and mutually beneficial relationships. We utilize Qwoted, a network that connects our experts to relevant reporters actively seeking sources, so that we can position our spokespersons directly in front of interested media at any time.

A few potential opportunities for Mason leaders could include:

- Pitching Sharnnia Artis to Adrienne Lu, a senior reporter at The Chronicle of Higher Education with a focus on underrepresented students, for a story on how Mason has built a truly diverse learning community and how other higher education institutions can develop sustainable DEI plans.
- Pitching Ann Ardis to Melissa Korn, a higher education reporter at The Wall Street Journal, for a story on the need for higher education institutions to embrace collaborative multidisciplinary research across practice areas.
- Pitching Andre Marshall to Jane Porter, a reporter at Fast Company who covers education, for a story on why broadening participation in research opportunities is key to a university's success.

Headquartered in Washington, D.C., CLYDE has strong ties with local, regional, and national media to reach stakeholders at all levels. Whether elevating faculty thought leadership and student stories to strengthen confidence in current and potential Mason students and their families or highlighting innovative research in highly-regarded trade publications to support ongoing recognition of Mason's research initiatives, CLYDE tackles thought leadership from all angles.

(8.) DISTRIBUTION PLANNING, PRESS LIST DEVELOPMENT AND MAINTENANCE

CLYDE works daily with national and local reporters across a variety of industries and carefully monitors movements within the media landscape. As an agency, we share media contacts, relationships, and news of any reporter friendlies shifting roles within their organizations or their moves to new publications. We all remain on top of the latest media trends, the



breakthrough reporters, and the outlets that have the potential to move the needle for our clients. We constantly work with top tier consumer and business outlets, along with higher education, technology, finance, DEI, and other outlets. As such, we understand what these publications are looking for in a story, have strong relationships with these reporters, and know what is needed to secure a placement.

We consistently read coverage from these types of publications to find new ways to insert our clients into the conversation. We believe a media list is never truly “complete.” There is always the potential to find new reporters we haven’t worked with before, introduce our clients to reporters who have changed beats, or even uncover an emerging media outlet in a relevant industry space.

With the strong relationships that CLYDE builds with relevant members of the media, reporters often reach out to us when they’re leaving their current position, providing us with their personal email or new publication’s email address. Some of our longest standing relationships have moved publications multiple times and have proactively let us know of these changes. While we do monitor for these media moves on our own, we are proud of the relationships we have built where reporters feel connected enough to proactively share their new contact information with us.

CLYDE has several media tools at its disposal to facilitate this reporter research and build media lists. We frequently use Muckrack to maintain and update media lists and gather a reporter’s contact information. For reporters with Muckrack profiles, we are able to review recent coverage, assess pitching preferences, and even evaluate the most recent pitch the reporter received from our team to ensure we are not contributing to pitching fatigue.

Part of our media list research also includes reviewing a reporter’s social media. Due to the fast-paced nature of the media, many reporters are particularly active on X (Twitter). Following the stories they are publishing and/or actively working on throughout a given week allows us to update our media list, engage with them via email, and offer our experts as interview resources to help them finish an article. Reporters in similar beat areas tend to follow each other on social media, so this tactic also helps us uncover new reporters to add to our media list.

Our media lists are tailored on a daily basis and are regularly growing. While we are very



selective when choosing the right media contact for each expert and initiative, we regularly monitor the entire landscape that is relevant to our clients. Our overall understanding and awareness of relevant reporters means we can build purposeful media lists and pitching materials efficiently and effectively.

(9.) COLLABORATION WITH OTHER OUB TEAMS ON CROSS-PLATFORM ENGAGEMENT

In our work with the Donald G. Costello School of Business and the College of Humanities and Social Sciences, we have collaborated with a number of OUB team members in the past, including conducting media outreach, providing media contacts, and coordinating interviews and media at university events. We recognize that OUB is responsible for managing marketing and communications for the university at large as well as coordinating the many schools and centers. An integrated approach utilizing all communication tactics at our disposal is crucial for presenting a cohesive, impactful brand story. We see tremendous value in collaborating with our clients' other partner teams and vendors, including social, digital and paid media, marketing, advertising, etc. When working in tandem with the core Mason team, we always keep in mind the other partners and share ideas as to how earned media can be expanded to include additional marketing tactics or build on existing campaigns from other departments. As the agency of record for a number of our clients, we are well-versed in collaborating across teams. Depending on the client and/or campaign, we attend or review partners' quarterly/annual reports, schedule regular calls with partners to ensure strategic alignment, and identify opportunities where our in-house creative and digital media experts can offer additional support.

(10.) CRISIS COMMUNICATIONS STRATEGY AND SUPPORT AS PART OF OVERALL OUB CRISIS RESPONSE PLANS

When a crisis or timely issue arises, CLYDE deploys a rapid response function to arm clients with the information and data points they need to formulate their engagement on the issue. We look for parallel crises that have arisen for other companies, examine their responses, and provide strategic recommendations. When applicable, CLYDE will research similar situations that had arisen for other brands/companies in recent years, provide a comprehensive overview of their communications, and give suggestions as to how Mason could respond.

Our team is on-call 24/7 during critical moments, ready to address crises and challenges as



they arise. Pending the severity of the issue, the full team will shift into “war room” mode with key staff fulfilling distinct positions that help mitigate, monitor, and handle a crisis or difficult situation.

Both manually and using our analytics platforms (outlined below), our team is consistently monitoring our clients’ coverage and their key competitors in media and on social, particularly during times of crisis or negative news moments. Should an issue occur, we conduct a full-blown risk assessment and audit of communications activities during the crisis itself, as well as following its conclusion.

In terms of tracking importance and likely virality of a certain negative story, we make sure that a client reaction (or strategic inaction) is proportional to the likely reach of the story. If a certain article has run and our client is concerned about the potential for pickup, we use a separate system (outlined below) to measure the potential virality of the story, as well as the velocity in which it is experiencing engagement online.

We understand the stakes when a potential issue arises; that’s why our team knows how to set clear protocols and methodology that have been proven to help mitigate any reputational or material potential risk. Immediately following an issue being flagged, our team determines the level of severity and corresponding escalation necessary — we recognize the importance of reacting with just the appropriate level of response. This risk and elevation assessment allows our team to then advise clients on what to do and how to message, should the risk of negative brand coverage/perception elevate. During the lifespan of the issue (i.e. from the moment it is flagged to our team to the moment we determine together with our client that the issue has been resolved), our team produces regular monitoring reports (i.e. morning, noon, evening) so that our clients remain aware of the sentiment of coverage in addition to volume, the rate at which the issue has made its way to social media, and what potential next steps could be taken depending upon the risk level.

(11.) ON-SITE STAFFING, AS NEEDED, FOR VARIOUS HIGH-PROFILE EVENTS OR DURING CRISIS MANAGEMENT THAT WOULD LIKELY ENTAIL LARGE-SCALE MEDIA TURNOUT TO CAMPUS

CLYDE has extensive experience with event planning for university and college, government, nonprofit, and international business announcements; high-profile corporate social



responsibility (CSR) campaigns; grand-openings; product launches; political events; and press conferences.

From conception, to execution, to follow-up, we can serve as your event coordination agency and work in unison with your in-house event-planning staff. This includes pre-launch support activities; coordination with event partners, sponsors, university participants and constituents, venues, catering, and contractors; serving as relevant on-site support; event planning, media coordination, and digital promotion; and follow-up support, including further media relations needs and digital engagement.

For example, we recently planned, coordinated, and executed several large-scale media events for our client, Americans United for Separation of Church & State (AU) to educate the general public about their work on the Supreme Court case, Kennedy v. Bremerton School District. This included a satellite media tour (SMT) as well as an in-person media tour for their President/CEO in Bremerton, Washington where the case originated; virtual press conferences; telephonic media availability; and a press conference on the steps of the Supreme Court building the day of oral arguments.

Just this summer, CLYDE also planned all event logistics and executed the media strategy for Penn Foster Group's first in-person graduation ceremony in three years. To prepare for the event, CLYDE coordinated external speakers, determined swag and merchandise, scheduled entertainment, facilitated stage decor, organized the list of registrants, coordinated a guest dinner, prepared thank you gifts, supported partnerships for sponsorship packages, created the ceremony agenda, facilitated ticket sales, coordinated floral arrangements, and arranged all contracts for logistics mentioned. CLYDE supported on-site event activities, including pre-event set up and day-of run of show. We also staffed the attending media, which included the local Philadelphia FOX station. We organized interviews with Penn Foster graduates and professors for live and post-event coverage.

(12.) HANDLING MEDIA INQUIRIES

While proactive media relations and growth for George Mason's brand is extremely important, responding to incoming media requests is equally as important. George Mason has an incredibly strong brand, and we want reporters to receive quick and concise responses when asking questions or requesting interviews. No matter what media inquiries George Mason



receives, CLYDE can ensure that the organization is prepared to respond to a variety of media requests. We would work closely with OUB to develop:

- Briefing materials, talking points, and any recommended spokesperson to use in on-the-record interviews or on-background conversations with reporters
- Media training and advising for potential spokespeople to ensure they are comfortable and effective before speaking with the media.
- Written statements on behalf of Mason that can be shared via email in response to reporter inquiries.
- Quotes to be attributed to spokespeople and shared via email in response to reporter inquiries.
- Additional assets that may be needed to address questions from the media.

(13.) PROACTIVELY IDENTIFY AND PITCH JOURNALISTS FOR STORIES ABOUT MASON OR FOR INTERVIEWS WITH LEADERSHIP AND EXPERTS AT LOCAL, REGIONAL, TRADE, NATIONAL, TRADE AND VERTICAL PUBLICATIONS, WEB, PODCASTS, TV AND RADIO BROADCASTS, NEWSLETTERS, AND INFLUENTIAL CONFERENCES AND EVENTS THAT GENERATE POSITIVE EXPOSURE

We can hit the ground running introducing the university's key spokespeople to our reporter friendlies developed through our years of work with the Donald G. Costello School of Business and other education clients. CLYDE will support George Mason in fostering a robust group of friendly reporters to share proactive news and thought leadership angles with and leverage these relationships to manage reactive communications and crisis moments.

Understanding George Mason's priorities and utilizing our existing relationships, CLYDE will develop a strong network of print and online journalists for George Mason's news and expert commentary. Some example reporters CLYDE can immediately target across local, national, and beltway publications — many of whom we've worked with through our support of other universities — include:

ANEMONA HARTOCOLLIS

NATIONAL HIGHER
EDUCATION
CORRESPONDENT, NEW
YORK TIMES

EMMANUEL FELTON

RACE AND ETHNICITY
REPORTER, WASHINGTON
POST

RACHEL WOLFE

LIFE & WORK REPORTER,
WALL STREET JOURNAL

CHRIS QUINTANA

HIGHER EDUCATION
REPORTER, USA TODAY



| | | | |
|---|--|--|---|
| ADAM RODGERS SENIOR TECHNOLOGY CORRESPONDENT, INSIDER | ELISSA NADWORN HIGHER EDUCATION CORRESPONDENT, NPR | COLLIN BINKLEY NATIONAL EDUCATION REPORTER, ASSOCIATED PRESS | NICQUEL TERRY ELLIS RACE & EQUITY SENIOR WRITER, CNN |
| EMILY MULLIN STAFF WRITER, WIRED MAGAZINE | ALI JACKSON-JOLLEY ASSISTANT EDITOR, FORBES AND FORBESBLK | TOM HUDDLESTON JR. SENIOR ENTREPRENEURS REPORTER, CNBC MAKE IT | LYDIA DISHMAN GROWTH & ENGAGEMENT SENIOR EDITOR, FAST COMPANY |

CLYDE will also establish broadcast/radio relationships for George Mason professors, administrators, and other spokespersons. We have existing relationships with most major national broadcast outlets, including ABC, CBS, CNBC, CNN, Fox News, MSNBC, and NBC. Here are some specific examples of broadcast shows that we have worked with recently:

| | | | |
|--|-------------------------------|--|---|
| THE BEAT WITH ARI MILLER MSNBC | INSIDE POLITICS CNN | BLOOMBERG SURVEILLANCE BLOOMBERG | THE BIG MONEY SHOW FOX BUSINESS |
|--|-------------------------------|--|---|

CLYDE works diligently to develop media relationships in new markets as well. Podcasts, newsletters, and conferences have seen exponential growth in recent years and serve as important mediums for new reporter relationships. Here are examples of podcasts, newsletters, and conferences we will pitch George Mason to:

| | | | |
|---|---|---|--|
| AMY BERNSTEIN EDITOR AND CO HOST, HARVARD BUSINESS REVIEW | MARIELLA SEGARRA HOST OF LIFE KIT, NPR | EMILY CHANG HOST OF THE CIRCUIT WITH EMILY CHANG, BLOOMBERG | EZRA KLEIN HOST OF THE EZRA KLEIN SHOW, NEW YORK TIMES |
| STUDENT SUCCESS NEWSLETTER, INSIDE HIGHER ED | THE DAILY DIVE NEWSLETTER, HIGHER ED DIVE | <u>2024 GLOBAL INCLUSION CONFERENCE</u> | <u>2024 LEADERSHIP IN HIGHER EDUCATION CONFERENCE</u> |

To support thought leadership efforts, we have existing relationships with op-ed editors at top outlets, including Bloomberg, Business Insider, Fast Company, Financial Times, Fortune, NBC



Think, POLITICO, The Hill, The Wall Street Journal, The Washington Post, and Washington Examiner.

(14.) WEEKLY CALLS AND FOLLOW-UP REPORTS WITH RESULTS AS WELL AS TRACKING PROJECTS, PITCHES, APPROVALS, ETC.

Collaboration is key to any successful agency-client engagement, and at CLYDE, we value our relationships and strive to be more than a vendor, but rather a true partner. From day one, we act as an extension of our clients' teams — fully integrated, acting as a seamless and cohesive unit. We structure regular status and campaign reporting to fit each client's needs and goals, including a mix of weekly hot lists, end of week recaps, monthly activity summaries, quarterly audits, among others.

For all calls, we ensure we have the right members of our team on the phone and bring in senior leads and counsel if and when needed. Prior to all scheduled calls, our team shares agendas to guide discussions and remain on track with priorities. After calls, our team can immediately email a follow-up with action items for our integrated team. Should a call be scheduled with urgency, then notes are shared following the discussion recapping the subject matter and next steps.

In addition to the standard weekly calls we have with our clients where we discuss priorities and deliverables, we actively seek out opportunities to work hand-in-hand with them. For integrated campaigns, we hold extra calls and working sessions alongside our clients. Often, our teams will invite clients to internal team brainstorms so they can be part of the creative process — whether to brainstorm a big idea or concepts for a new event. This allows us to more closely collaborate and give our clients an inside look into how we generate campaign ideas, pivot communications strategies, attract a larger audience, and land on initiatives that will get them closer to achieving their objectives.

CLYDE is a metrics-driven organization. Everything we do is grounded in numbers and analytics, which makes reporting one of the high-priority services our teams offer our clients. We use a host of specialized tools to ensure we're able to share and analyze relevant information to inform strategy, measure coverage, and predict engagement. Below are four tools we use to support and measure our marketing and communications efforts.

- *Trendkite* is a platform that helps CLYDE measure the reach of coverage in real time. Using Trendkite, we can gauge the impact of visibility, readership, sentiment, and



social reach. We also use Trendkite to track competitor coverage and determine share of voice (SOV).

- *Meltwater* allows CLYDE to listen, measure, and respond to any conversation on social media and traditional earned media channels. Using Meltwater, our agency can set up alerts to track client coverage, as well as to know if a crisis is building, check the community's reaction as news unfolds, and gather real-time insights so we can mitigate damage to our client's brand.
- *NewsWhip Spike* enables CLYDE to predict how the public will interact with news and measure the likelihood that a story will "go viral." With real-time social media monitoring for Facebook, Twitter, Instagram, LinkedIn, Pinterest, YouTube, and the web, we can help our clients accurately judge the projected trajectory of relevant coverage. This platform is particularly useful in crisis reporting to determine if a story is going to gain traction.
- *POWER Score* is CLYDE's proprietary media measurement tool to calculate the quality of our earned media coverage. This recognizes that simply counting press hits, or providing billions in impressions metrics, is not a good assessment of a story's quality or impact. Every media hit is assigned a POWER Score based on a 10-point scale weighted across each metric as follows: Pull-through, Ownership, Weight, Expert, and Reach.

We believe that collaboration wouldn't be effective if there was not a regular feedback sharing loop. To ensure that our team is working efficiently and effectively, we have established clear lines of communication and opportunities for continuous feedback — positive and constructive. And, with some of our longest standing clients we have become an extension of our clients teams so much so that we actively play a role in their 360s and professional development.

COST OF SERVICES

As specified in section XIII.B.5 in the RFP (Proposed Pricing)

(a.) PROVIDE MONTHLY FEE FOR ONGOING SERVICES PROVIDED TO OUB, TO INCLUDE A BREAKDOWN OF THE PERSONNEL ASSIGNED TO MASON WITH THEIR ESTIMATED HOURS AND HOURLY RATE

CLYDE typically bills on a monthly, retainer basis.



| | |
|--|--|
| Services inclusive of: <ul style="list-style-type: none"> • Campaign Strategies and Development • Messaging Development • Development of external and media materials • Media Outreach • Basic Media Training • Industry Positioning • Thought Leadership • Crisis Support • Other services as listed in this proposal* | \$15,000 per month <i>Assumed 12 month contract</i> |
| Total | \$180,000 |

*Budget represents an estimate based on proposal ideas and presumed level of service. Some suggested ideas, such as social media, digital marketing, and event coordination, may come in at a higher cost pending scale/scope of campaign. CLYDE will include as much as possible in base scope and will get advanced approval from George Mason before engaging in any additional workstreams

The below cost breakdown is the hourly rate for each of our team members. The most likely structure for George Mason would be a 5 member team consisting of:

- SVP: 3-5 hours per month (\$450 hourly rate)
- VP: 10-15 hours per month (\$350 hourly rate)
- SAE: 30-35 hours per month (\$175 hourly rate)
- AAE: 35-40 hours per month (\$100 hourly rate)
- CLYDE would pull in our specialists for campaigns as needed.

(b.) PROVIDE HOURLY RATES FOR SERVICES ENGAGED ON AN AS-NEEDED OR PER CAMPAIGN BASIS

| <u>Title</u> | <u>Hourly Rate</u> |
|---|--------------------|
| Senior Vice President | \$450 |
| Vice President/Associate VP/Director | \$350 |
| Senior Account | \$175 |



| | |
|--|-------|
| Executive/Supervisor | |
| Account Executive | \$150 |
| Account Coordinator/Assistant Account Executive | \$100 |
| Media Relations Specialist | \$200 |
| Content Specialist | \$200 |
| Creative Specialist | \$200 |
| Digital Specialist | \$200 |

ADDITIONAL INFORMATION

As specified in section XIII.B.6 in the RFP.

- a. Are you and/or your subcontractor currently involved in litigation with any party?
 - i. No
- b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - i. N/A
- c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - i. N/A
- d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.
 - i. Clyde Group, LLC DBA CLYDE. Changed due to rebrand.