



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

GMU-JR0815-23

This Contract entered on this 1st day of November, 2023 (Effective Date) by Liskey Printing hereinafter called “Contractor” (located at 1228 Ballentine BLVD Norfolk VA 23504) 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 Printing Services for George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** November 1, 2023 to October 31, 2024 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:** Jim Russell, Director, Purchasing, 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. RFP No. GMU-JR0815-23, in its entirety (attached);
 - C. Contractor’s proposal dated 9/4/2023(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:** *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. Contractor reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Mason.

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: N/A.
- 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 two million dollars (\$2,000,000) 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. PRINTING, COPYRIGHT AND TRADEMARK:

1. Ownership of Artwork, Negatives, Etc. All artwork, negatives, dies, overlays or similar material used to print a job shall be the property of Mason and must be delivered to Mason upon completion of the job. Mason may not process any invoice for payment until these items are returned.
2. Copyright. No vendor may copyright any work produced for Mason without the written consent of the requisitioning agency.

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 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.

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

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

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

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

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

- NN. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- OO. **SWaM CERTIFICATION:** Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. **UNIVERSITY DATA:** University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
 6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
 7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything

regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

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

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

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

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

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.

DocuSigned by:

F1FA2357CF8C4CD...
Signature
GUY B. LISKEY
Name: _____
Title: President
Date: 11/9/2023

DocuSigned by:

2F61E096C7ZE4DC
Signature
James Russell
Name: _____
Title: Purchasing Director
Date: 11/9/2023



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-JR0815-23**

ISSUE DATE: August 15, 2023
TITLE: University Wide Printing Services
PRIMARY PROCUREMENT OFFICER: James F. Russell, Director
SECONDARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on August 25, 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 August 29, 2023.

PROPOSAL DUE DATE AND TIME: September 5, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

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

Name and Address of Firm:

Legal Name: _____

Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish contracts through competitive negotiations with qualified vendors to Printing Services to 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.
- A. It is the intent of this RFP to establish a “pool” of qualified vendors to serve the needs of the campus community and other public entities.
- 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. STATEMENT OF NEEDS: Mason requires multiple vendors to provide various printing services to all Mason departments on an as needed basis.

A. General Requirements:

1. Provide the highest possible quality of cost-efficient printing and customer service.
2. Include paper specified by the University (addressed in Section XV., M., 2), printing and related services (binding, proofing, etc.). All paper substitutions, including "house sheets, must be agreed upon. Deliver goods/services on time and in accordance with specifications.
3. Provide pickup and delivery, or appropriate transmittal, including overnight delivery when necessary of all artwork, proofs, and finished product, to and from the University or its designated designer's offices. In the case of the finished product, a designated mailing house or bindery (Contractor's subcontractor) may be making final delivery in accordance with the original job requirements. Any additional delivery charges incurred after a Purchase Order has been issued must be approved by the Mason representative.
4. Provide the University with the highest possible level of customer service. This *may* include, but is not limited to: meeting with the University's representative and designer for each publication at the University's request. The vendor shall be available to meet with the University prior to the job in order to: (1) Review job specifications and printing requirements; (2) Deliver hard proofs as requested.
5. Meet the University's Production Schedule. Production schedules may vary but shall be met in all cases unless the University and the selected firm agree **in writing** to an alternate production schedule.
6. **Mail Servicing:** For certain purposes, Excel files will be provided for ink jetting of addresses; lists will need National Change Of Address (NCOA) processing, dedupping and when requested, mail merging. Pieces may require pre-sorted first class or non-profit indicia, CASE certified. A corrected address file and the list of undeliverable addresses will be supplied at the completion of the project. On occasion, Mason might use vendor permit number in order to mail from vendor post office location or deliveries might be made to one of Mason's campuses. Any remaining unaddressed pieces will not include vendor indicia (if used) and will be delivered to a location(s) to be determined on campus or surrounding areas. Postage statement (PS Form 3602-N) will be required for jobs that will be mailed out.
7. **Proofs:** One hard-copy color-and screen-accurate contract proof may be required when color is extremely

critical. In some cases a soft proof (PDF) will suffice instead. Type of proof and delivery address shall be indicated on University Purchase Orders. Proofs will be received only during normal working hours (8am – 5pm), Monday through Friday, no later than **three** working days following receipt of files (unless noted differently in individual specifications). Should additional proofs be required due to contractor’s errors, such proofs shall be furnished at no additional charge. Delivery by the specified date shall be required. Proofs will be reviewed and vendor notified for pickup within 48 hours.

8. **Press Inspection:** Due to the University’s expectation of high quality products, press checks may be needed (at no additional charge). Press checks by a Mason representative are preferred during normal business hours (Monday-Friday, 8am – 5pm).
9. **Printer Servicing:** Printer must clearly identify a representative who will be the single point of contact responsible for a Mason project and who will be available at the press check (if press check is requested). Printer must provide a production schedule within three days of receipt of files. Printer’s representative shall deliver proof in a timely manner with consideration given to the production schedule.
10. **Mechanical:** The University designers work with Adobe Creative Suite. Files can be uploaded to a vendor’s File Transfer Protocol (FTP) site. All associated fonts and image files will be included.
12. **Packaging:** To be boxed convenient; boxes marked with job name and quantity in each, unless indicated otherwise. Other packaging may be required (i.e., shrink wrapping).
13. **Ownership of Material:** All materials used in the production of jobs will be the property of Mason and shall be returned upon completion of work, or alternately to another supplier upon request.
14. **Delivery Locations:** Locations will be specified when projects are submitted for printing. Deliveries could be made via ground or overnight UPS or FEDEX shipment to one or multiple locations on Mason’s campuses in Fairfax, Arlington and Manassas.
15. **Templates:** Occasionally, Mason will design printed pieces with specialty folds or pockets or die-cuts. The vendor shall provide a mechanical file or exact measurements for designers to use.

B. Capabilities and Approach.

1. Successful offeror(s) will provide at a minimum, and be responsible for the following:
 - a. Providing the highest possible quality of digital and offset printing and customer service.
 - b. Meeting and/or exceeding the quality and grade of materials and service delivery currently being used by Mason, or as requested by Mason for related job specific orders, to include the actual printing and related services (folding, scoring, trimming, binding, etc.) and all appropriate proofs.
 - c. Meeting or exceeding the specified turnaround time for all University printing requests, including “special orders” and/or “rush” deliveries.
 - d. Providing the University with the highest possible level of customer service, including, but not be limited to, meeting as necessary with the University representatives and designers responsible for each print job request to:
 - Review job specifications and printing;
 - Provide graphic layout / design services when requested;
 - Pick-up artwork, disks, and review final specifications; • Deliver digital (folded and trimmed) color proofs; • Provide finished product.
2. Operation:
 - a. Offeror shall describe in detail plans outlining how printing services will be provided for the University, including all available resources, areas of expertise, levels of experience, etc.

- b. Provide a detailed plan outlining how the use of subcontractors, if any, will be used to assist in the completion of requested print jobs. When applicable, notate whether the potential subcontractors are either a small, woman-owned, or minority-owned firm.
 - c. Provide a plan of operation to achieve the objectives set forth in Section IV, Statement of Needs.
 - d. Describe how the firm plans to review work and correct initial problems prior to the proofs arriving at the University.
 - e. Describe the firm's ability to perform prepress work from a variety of software programs. State the software programs that the firm has experience with.
 - f. Describe the firm's ability to access and receive electronic mail and files via ftp site.
 - g. Describe the firm's ability and knowledge in handling variable data print jobs.
 - h. Describe the firm's ability and knowledge in handling digital press print jobs.
 - i. Describe the firm's in-plant offset and digital printing, binding, and finishing equipment.
 - j. State the amount of time required between receipt of files (on disk or uploaded to ftp site) and final printed product. Further describe the firm's flexibility and method in meeting the University's delivery needs.
 - k. Describe the firm's ability to provide graphic layout/design services to the University.
 - l. Provide samples, clearly labeled as digital or offset, of work produced in plant.
 - m. Provide references from three (3) firms similar in size and scope to Mason.
 - n. Describe any impending changes in your organization that could impact delivery of services.
3. Site Visits: Mason reserves the right to make site visits to any vendor location.

XI. **COST OF SERVICES:** Provide pricing on Attachment C.

XII. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

A. **GENERAL REQUIREMENTS:**

1. **RFP Response:** In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see 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://vendortsupport.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.

3. **Procedural information:**
 - e. Return signed cover page and all addenda, if any, signed and completed as required.
 - f. Return Attachment A - Small Business Subcontracting Plan.
 - g. State your payment preference as required in Bonfire. (See section XVI.)
4. **Executive Summary:** Offerors must submit an executive summary at the beginning of the proposal response not to exceed 2 pages.
5. **Qualifications and Experience:** Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
 - a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror’s qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
6. **Specific Plan (Methodology):** Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
 - a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.
7. **Proposed Pricing:** See ATTACHMENT C.
8. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm’s name changed? If so please provide a reason for the change.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Qualifications, experience & capabilities.	30
2.	Cost/Pricing.	30
3.	References of similar size and scope.	30
4.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
Total Points Available:		100

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

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

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

XV. PAYMENT TERMS / METHOD OF PAYMENT:

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

Option #1- Payment to be mailed in 10 days-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.

XVI. 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.

XVII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 8/15/23
- Vendors submit questions by: 8/25/23 by 4:00 PM ET
- Post Question Responses: 8/29/23 by 5:00 PM ET
- Proposals Due: 9/5/23 @ 2:00 PM ET
- Review and Score Proposals: 9/5/23 – 9/19/23
- Negotiations/BAFO: Week of 9/25/23
- Contract Start Date: 10/1/23

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB 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-JR0815-23**

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: N/A.
- 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. PRINTING, COPYRIGHT AND TRADEMARK:
1. Ownership of Artwork, Negatives, Etc. All artwork, negatives, dies, overlays or similar material used to print a job shall be the property of Mason and must be delivered to Mason upon completion of the job. Mason may not process any invoice for payment until these items are returned.
 2. Copyright. No vendor may copyright any work produced for Mason without the written consent of the requisitioning agency.
- 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 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.
- JJ. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority

(CSA).” CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>.”

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

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

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

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

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

OO. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.

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

1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor’s obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the

Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.

4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

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

Contract.

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

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

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

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C

SAMPLE 1

Description:

Mason Spirit Fall 2020
 48 pages plus 4 page cover
 9 x 10.875. Stitched on 10.875
 DP two mail files for postal sort.
 Inkjet address from supplied mail file 199,367 and 671 copies
 NCOA \$2.85/m Is Included in Cost
 Freight and postage are additional

Cover 4 page

100.0# OPUS DULL TEXT
 4c Process Both Sides

Printer to provide: 1 complete hard contract color proof

3 - 16pg sigs

70.0# OPUS DULL TEXT
 4c Process Both Sides

Printer to provide: 1 complete hard contract color proof

Client to provide PDF Single Page Files
 Native Files, AA's, and Additional Proof Rounds Priced Upon Review
 Overs: 0.0%

Quantity 200,550

Price \$ _____

SAMPLE 2

Description University Life in Review, Succeed Fall 2023

Pages 28 Page + Cover

Size Final Size : 8.5 x 11

Cover Paper 100lb Coated Gloss Cover

Text Paper 80lb Coated Gloss Text

Ink 4/4 + Gloss Aqueous - (4C Process + Flood Gloss Aqueous / Same)

Provided Print Ready File Supplied

Prepress Color Proof, Content Proof

Finishing Trim, Fold, Saddle Stitch, Carton Pack

Shipping Local Delivery

Quantity 6000

Price: \$ _____

SAMPLE 3

Orientation Book

Quantity: 13,000, add 1,000's

Pages: 94 text pages + wrap-around v cover

Stock: a. Finch Opaque 70# text & Endurance Silk, 100# cover
 b. Finch Fine 70# text & Endurance Silk, 100# cover

Size: 8.5" x 11"

Inks: 4/4 (CMYK/same) text 5/5 (CMYK+flood varnish/ CMYK + spot Varnish)

Binding: Micro perf pages 23/24 & 25/26
 Perfect Binding on the 11" side

Price option A: \$ _____ for 13,000 \$ _____ Add'l 1000's
Price option B: \$ _____ for 13,000 \$ _____ Add'l 1000's

SAMPLE 4

1. Small Inquiry Card

Size: 6 x 4.25
Ink: full digital color w/bleeds
Stock: 100# Cougar opaque cover
QTY: 500 \$ _____

2. Large Inquiry Card

Size: 7 x 5
Ink: 4CP/black w/bleeds
Stock: 100# Cougar opaque cover
QTY: 5000 \$ _____

SAMPLE 5

ARTS by George! Invite

Quantity: 2500 vs 5000
Size: final fold to 5.25 x 7.75 (panel #1-#3 same size, panel #4 needs to fit into a #9 envelope)
Paper: 100# Gloss Text vs 80# Gloss Cover
Page Count: 4 panels (including a tear off panel – panel #4 on the right)
Color: 5/5 (4 color + aqueous coating), with bleed
Proof: Hard copy
Finish/Bindery: Trim to size, rolling fold; Wafer Seal (please quote for regular wafer seal vs colored/silver/gold); Perforation between inside panels #3 (second from the right) & #4 (far right).

Mailing Instructions

Drop date: N/A (sample only for evaluation purposes)
List Info: Approximately 2500 vs 5000 names supplied via e-mail, postal presort
Addressing: As needed
Postage Service: Inkjet on mailing panel
Postage Applied Via: Bulk Non-Profit Mailing using GMU Indicia supplied in artwork
Mail From: Merrifield, VA Post Office

Vendor to provide pricing options below:

\$ _____ \$ _____

\$ _____ \$ _____

\$ _____ \$ _____

SAMPLE 6

Admissions Lead Piece

Size: Oversized Cover: 25-3/8x11 flat, 6-3/8x11 gate folded

Size: Text: 6-1/4x11, 32 pages

Ink: 4cp/4cp heavy coverage, full bleeds

Stock: 80# Endurance silk cover and text

Bindery: score cover, two passes through the stitcher

QTY: 65M

\$ _____

SAMPLE 7

Mason Sticker Sheet

Size: 5x7 (trim flat)

Ink: 4cp/4cp

Stock: white 60# spiniker permanent vinyl label

Bindery: kiss cut 5-images on each 5x7 sheet

QTY: 5,000



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X. STATEMENT OF NEEDS:

A. General Requirements:

1. Provide the highest possible quality of cost-efficient printing and customer service.
2. Include paper specified by the University (addressed in Section XV., M., printing and related services (binding, proofing, etc.). All paper substitutions, including "house sheets, must be agreed upon. Deliver goods/services on time and in accordance with specifications.
3. Provide pickup and delivery, or appropriate transmittal, including overnight delivery when necessary of all artwork, proofs, and finished product, to and from the University or its designated designer's offices. In the case of the finished product, a designated mailing house or bindery (Contractor's subcontractor) may be making final delivery in accordance with the original job requirements. Any additional delivery charges incurred after a Purchase Order has been issued must be approved by the Mason representative.
4. Provide the University with the highest possible level of customer service. This may include, but is not limited to: meeting with the University's representative and designer for each publication at the University's request. The vendor shall be available to meet with the University prior to the job in order to: (1) Review job specifications and printing requirements; (2) Deliver hard proofs as requested.
5. Meet the University's Production Schedule. Production schedules may vary but shall be met in all cases unless the University and the selected firm agree in writing to an alternate production schedule.
6. Mail Servicing: For certain purposes, Excel files will be provided for ink jetting of addresses; lists will need National Change Of Address (NCOA) processing, dedupping and when requested, mail merging. Pieces may require pre-sorted first class or non-profit indicia, CASE certified. A corrected address file and the list of undeliverable addresses will be supplied at the completion of the project. On occasion, Mason might use vendor permit number in order to mail from vendor post office location or deliveries might be made to one of Mason's campuses. Any remaining unaddressed pieces will not include vendor indicia (if used) and will be delivered to a location(s) to be determined on campus or surrounding areas. Postage statement (PS Form 3602-N) will be required for jobs that will be mailed out.
7. Proofs: One hard-copy color-and screen-accurate contract proof may be required when color is extremely 5 critical. In some cases a soft proof (PDF) will suffice instead. Type of proof and delivery address shall be indicated on University Purchase Orders. Proofs will be received only during normal working hours (8am – 5pm), Monday through Friday, no later than three working days following receipt of files (unless noted differently in individual specifications). Should additional proofs be

required due to contractor's errors, such proofs shall be furnished at no additional charge. Delivery by the specified date shall be required. Proofs will be reviewed and vendor notified for pickup within 48 hours.

8. Press Inspection: Due to the University's expectation of high quality products, press checks may be needed (at no additional charge). Press checks by a Mason representative are preferred during normal business hours (Monday-Friday, 8am – 5pm).

9. Printer Servicing: Printer must clearly identify a representative who will be the single point of contact responsible for a Mason project and who will be available at the press check (if press check is requested). Printer must provide a production schedule within three days of receipt of files. Printer's representative shall deliver proof in a timely manner with consideration given to the production schedule.

10. Mechanical: The University designers work with Adobe Creative Suite. Files can be uploaded to a vendor's File Transfer Protocol (FTP) site. All associated fonts and image files will be included.

12. Packaging: To be boxed convenient; boxes marked with job name and quantity in each, unless indicated otherwise. Other packaging may be required (i.e., shrink wrapping).

13. Ownership of Material: All materials used in the production of jobs will be the property of Mason and shall be returned upon completion of work, or alternately to another supplier upon request.

14. Delivery Locations: Locations will be specified when projects are submitted for printing. Deliveries could be made via ground or overnight UPS or FEDEX shipment to one or multiple locations on Mason's campuses in Fairfax, Arlington and Manassas.

15. Templates: Occasionally, Mason will design printed pieces with specialty folds or pockets or die-cuts. The vendor shall provide a mechanical file or exact measurements for designers to use.

Liskey & Sons Printing, Inc., (LISKEY), acknowledges the General Requirements listed above.

X.) B. Capabilities and Approach:

1. Successful offeror(s) will provide at a minimum, and be responsible for the following:

- a. Providing the highest possible quality of digital and offset printing and customer service.
- b. Meeting and/or exceeding the quality and grade of materials and service delivery currently being used by Mason, or as requested by Mason for related job specific orders, to include the actual printing and related services (folding, scoring, trimming, binding, etc.) and all appropriate proofs.
- c. Meeting or exceeding the specified turnaround time for all University printing requests, including “special orders” and/or “rush” deliveries.
- d. Providing the University with the highest possible level of customer service, including, but not be limited to, meeting as necessary with the University representatives and designers responsible for each print job request to:
 - Review job specifications and printing;
 - Provide graphic layout / design services when requested;
 - Pick-up artwork, disks, and review final specifications;
 - Deliver digital (folded and trimmed) color proofs;
 - Provide finished product.

Liskey & Sons Printing, Inc., (LISKEY), understands the above requirements and can meet or exceed the specific needs and expectations of George Mason University, (GMU).

X.) B. 2. Operation:

- a. Offeror shall describe in detail plans outlining how printing services will be provided for the University, including all available resources, areas of expertise, levels of experience, etc.
- b. Provide a detailed plan outlining how the use of subcontractors, if any, will be used to assist in the completion of requested print jobs. When applicable, notate whether the potential subcontractors are either a small, woman-owned, or minority-owned firm.
- c. Provide a plan of operation to achieve the objectives set forth in Section IV, Statement of Needs.
- d. Describe how the firm plans to review work and correct initial problems prior to the proofs arriving at the University.
- e. Describe the firm's ability to perform prepress work from a variety of software programs. State the software programs that the firm has experience with.
- f. Describe the firm's ability to access and receive electronic mail and files via ftp site.
- g. Describe the firm's ability and knowledge in handling variable data print jobs.
- h. Describe the firm's ability and knowledge in handling digital press print jobs.
- i. Describe the firm's in-plant offset and digital printing, binding, and finishing equipment.
- j. State the amount of time required between receipt of files (on disk or uploaded to ftp site) and final printed product. Further describe the firm's flexibility and method in meeting the University's delivery needs.
- k. Describe the firm's ability to provide graphic layout/design services to the University.
- l. Provide samples, clearly labeled as digital or offset, of work produced in plant.
- m. Provide references from three (3) firms similar in size and scope to Mason.
- n. Describe any impending changes in your organization that could impact delivery of services.

The following proposal contains the information requested above. Samples can be provided, upon request. There are no impending changes in our organization that could impact delivery of services.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

LISKEY hereby acknowledges, understands and is in agreement with the General Requirements stated in this RFP.

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.

B.) 3. Procedural Information

- e. Return signed cover page and all addenda, if any, signed and completed as required.
- f. Return Attachment A - Small Business Subcontracting Plan.
- g. State your payment preference as required in Bonfire. (See section XVI.)

e. & f. Please see the signed and executed forms submitted herein as required by this RFP.

g. Our payment preference would be:

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.

B.) 4. Executive Summary

Liskey & Sons Printing, Inc., (LISKEY), is a SWAM-Certified, Virginia licensed and registered C-Corp business manufacturing offset and digital printing, specializing in 1, 2 and full-color printing and bindery finishing services. All services are performed in-house at one of our four Virginia manufacturing facilities. The Liskey family has been in business for over 65 years serving various local, state, federal accounts. LISKEY's experience and expertise is broad-based covering all areas from small-print items such as forms, business cards, letterhead, envelopes, tags and flyers, to large-format items, such as books, brochures, catalogs, posters and much more. LISKEY has complete in-house bindery and finishing services and can perform die-cutting, embossing, foil-stamping, UV and Aqueous coating and more. LISKEY performs direct print and mailing services. LISKEY also is the source printer for many other smaller printers. LISKEY assists publishers of all levels and is heralded for excellent quality and service, always on-time and on-budget. LISKEY prints quality magazines for many publishers, and we are publishers ourselves.

LISKEY is financially solvent and the entire printing corporation is 100% lien, mortgage and debt-free. We own all of our equipment, vehicles, buildings and warehouses with no indebtedness. We have supportive lines of credit available, but have had no current need to access them.

LISKEY does not foresee the need for any use of subcontractors at this time as we have the staffing and equipment resources in place to perform the expected manufacturing tasks and provide the level of service expected in this RFP.

Our family-owned business is very user-friendly. Clients repeatedly return because of excellent quality and service. LISKEY'S helpful staff makes clients feel comfortable and our doors are always open for questions or for assistance with challenging printing projects. The staff's goal is to assist the clients so that they can understand the general process, and the clients appreciate this greatly.

LISKEY does not use the practice of "hiding" charges. LISKEY quotes upfront, a firm price for the service to be provided. We do not "Nickel and Dime" our customers with unforeseen charges. In almost all cases, if a client submits a problem file, we simply just "fix" whatever is wrong at no charge, proof and print their work. Customers feel at ease with the printing process when dealing with LISKEY. They return time and time again due to the consistency of the operation.

Our production resources are among the largest and most diversified in the marketplace. We have redundancy and backup amidst our vast equipment line, which insures meeting

deadlines. LISKEY is distinctively positioned to seamlessly manage the printing needs of George Mason University, (GMU), and would be extremely proud to do so.

A handwritten signature in blue ink, appearing to read "Guy B. Liskey". The signature is fluid and cursive, with the first name "Guy" being the most prominent.

Guy B. Liskey, President
Liskey & Sons Printing, Inc.

B.) 5. Qualifications and Experience

Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:

B.) 5.a.

Background and brief history of your company.

LISKEY introduced the technology of color printing to the Hampton Roads area. It is a firm rich in history and is acclaimed by many as an industry leader. The Liskey family has been in business for over 65 years. Guy & Terri Liskey have been owners, since 1991. They serve as President and Vice-President, respectively. Guy and Terri have been married for over 30 years. They met at Old Dominion University and both are Old Dominion University graduates. They support Virginia communities in various ways, including assistance with volunteer work and community events. LISKEY donates printing on a regular basis to various churches, to profit and non-profit organizations and is honored to have the privilege to do so.

For the past 65 years we have owned and produced the tourism publication, *Virginia Beach Guide Magazine*, (*VB Guide*). Proudly, *VB Guide* has been significantly influential. *VB Guide* has directed the spending of billions of tourism dollars.

LISKEY is a SBSD SWaM-certified, small and micro-business designated, Virginia-registered C-Corporation. SWAM # 9011.

LISKEY employs approximately 30 employees and services municipal, state and federal governmental bodies, universities, community colleges and commercial business communities. We operate four manufacturing facilities for the production of pre-press, printing, bindery, specialty finishing, fulfillment, storage, direct mail and promotional products.

LISKEY has a very fluid print production schedule which ensures making deadlines. Organized print management is a very real part of the printing and publishing industry, and LISKEY is the master of this balance. In fact, LISKEY has often been the "go to" firm for processing difficult or improperly designed files. LISKEY has had a rich history of working with clients to aid and facilitate this process.

For a preview please see www.liskeyprinting.com and [Home - Liskey Printing \(espwebsite.com\)](http://Home - Liskey Printing (espwebsite.com)).

On a personal note: Terri Liskey is a hard-working mother of two university graduate school students, is a breast cancer survivor and is a caring person with extraordinary knowledge of print customer service.

**■■■■■ ■■■■■ CUSTOMER SERVICE MANAGER,
LISKEY PRINTING, INC.**

■■■■■ has worked in the printing industry since 1983. She has been employed by LISKEY since 2003. ■■■■■ is an excellent job work-flow coordinator and she understands every single aspect of print production. She has had experience over the years in printing sales, comptrolling and management.

On a personal note: ■■■■■ is very accommodating, accountable and extremely kind. Her knowledge in small press and reprographics is unmatched.

■■■■■ ■■■■■ ■■■■■ ■■■■■ LISKEY PRINTING, INC.

■■■■■ has been working in Graphic Design and Pre-press for 35 years. He has been employed at Liskey Printing for 10 years. His thorough knowledge and skills of advanced graphic programs include: Adobe InDesign, Photoshop, Illustrator, QuarkXpress, Publisher, MS Word and many others. On file production workflow he manages software including, Harlequin RIPs, Harlequin Traps, Kodak Preps Imposition, Ink Optimization, Agfa Apogee Printflow, Enfocus Pitstop and many other related production systems. He has extensive knowledge with color-balancing, crops, bleeds, margins, cross-overs, an all functions of digital file management.

On a personal note: He is easy-going and customers enjoy working with him. He keeps to schedule while consistently meeting project commitments.

■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ LISKEY PRINTING, INC.

■■■■■ has been in the printing industry for 40+ continuous years. She has been employed by LISKEY for nine years. ■■■■■ works with various departments and individuals to ensure materials and resources flow through the company in a timely manner. She will assist ■■■■■ ■■■■■ in keeping all GMU job scheduling to task, verify all job details, prioritize jobs, assign the work into production, follow orders through production, maintain production tracking sheets, issue reports, keep the customer informed and assist with QC. She is experienced, honest and extremely organized.

On a personal note: ■■■■■ is very friendly, has a great sense of humor and is highly-skilled at customer service relations.

B.) 5.c.

No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number and email for each reference and indicate length of service.

LISKEY currently prints and manages the largest academic printing contract in the region: The City of Virginia Beach City Public Schools, (VBCPS), and services 65,450 students. This contract includes 83 schools total - all 55 elementary schools, all 14 middle schools and all 13 high schools plus Virginia Beach City Public Schools' administrative printing and all related sub-department's pre-press management, graphics and digital and offset printing. Examples of some of the various departments and centers include; Bookkeeping and Administration for all 83 schools, Teaching & Learning Department, Advanced Technology Center, Data Support Specialists Department, Guidance Offices, Libraries, Computer Resource Specialists Department, School Clinics, School Cafeterias, School Custodial Offices, School Improvement Specialists, all Magnet Schools, Curriculum Development Office and more. We have saved VBCPS an estimated \$300,000 per year by their estimation.

LISKEY also currently prints and manages the largest Municipal printing contract in the region: The City of Virginia Beach. (CVB), servicing approximately 7,100 employees. This contract includes all city departments - Economic Development, Public Works, Convention & Visitors Bureau, Social Services, Department of Utilities, Human Resources, Planning Department, Communications & Information Technology, Zoning Department, Media & Communications, City Council, all Judicial and Court Systems, Agriculture Department, Police Department, City Council, Resort Management Office, Mayor's Office, City Manager's Office, Treasurer's Office, Sheriff's Office, Voting Registrar, Fire & Rescue, Emergency Management Services, Parks and Recreation, Animal Welfare and many more.

This Virginia Beach City & Schools contract represents approximately [REDACTED] per year on average, and was awarded to LISKEY, following a nationwide highly-competitive RFP process, for five (5), two year renewals = 10 years total. LISKEY is the single vendor of record and LISKEY exclusively manages this contract. **To be clear, this contract is not split amongst 2 or more print producers, but rather print-managed and produced exclusively by Liskey & Sons Printing.** We originally entered into a previous 8 year contract, following the RFP process on July 1, 2012, but additionally were awarded a second contract term on July 1, 2020. LISKEY has exceeded the expectations of the VBCPS and City of Virginia Beach in each and every in-house survey they have conducted. Since the inception of this contract, we have amassed a thick and ever-growing

“compliment and thank you file” containing dozens and dozens of letters from gratified City and School staff members and officials.

Contact for Virginia Beach City Public Schools:

[REDACTED]

Contact for the City of Virginia Beach:

[REDACTED]

LISKEY handles storage, fulfilment and distribution for the CVB and VBCPS. We maintain a facility in Building 5 on the Virginia Beach Municipal Center Campus. Our staff members undergo a vetting process and background check and obtain a clearance to be involved in the production of confidential jobs. Strict protocol is observed with the handling of these materials. We also process material that must be secured, such as blank CVB bank checks, Virginia Aquarium admission tickets, proposed and adopted Capitol Improvement Plans, CVB’s Executive Summary, and CVB Operation Budget Books, (before they become public).

Hampton Roads Transit Authority

[REDACTED]

LISKEY is the single contracted vendor of record for Hampton Roads Transit. Summary of main services provided: Printing of brochures, monthly newsletters, rack cards, pocket folders, booklets, posters, tickets, pads, standard and executive business cards, letterhead, envelopes, "Try Transit" card sleeves, maintenance books, rules and regulation books for HRT buses, Wave Trolley Brochures, full-color 9 x 12 catalog envelopes, stationary, HRT's Annual Report, and much more. HRT requires small and large-run jobs with quick turnaround times and excellent-quality printing. We work diligently with the HRT Department Managers, HRT graphic designers and planners to manage the proper flow of the printing needs. We pride ourselves in delivering quality printing with courteous and efficient service.

Old Dominion University:

[REDACTED]

LISKEY has been printing for ODU for over two decades and currently is print services contract holder. Typical print jobs are magazines, coffee table books, "Mace & Crown" magazine, Admissions marketing and promotional pieces, pocket folders, calendars, brochures, business cards, tickets, envelopes, commencement programs, newsletters, stationary, holiday cards, capital campaign printing, case-bound souvenir books, posters, rack cards, packets, display boards, University President's Office literature, variable data postcards, and much more.

The College of William & Mary

[REDACTED]

LISKEY provides general printing services for the various College of William & Mary departments, including envelopes, direct-mail postcards, brochures, booklets, business cards, digital and offset variable data printing, notecards, and much more. LISKEY also services the Virginia Institute of Marine Science, (VIMS), which is one of the largest marine research and education centers in the United States and is affiliated with The College William & Mary. LISKEY currently is print services contract holder.

Tidewater Community College

[REDACTED]

LISKEY has been servicing TCC's printing needs for over two decades. TCC has grown exponentially over the years and has expanded each campus. Typical print jobs for TCC are Admissions literature, commencement programs, brochures, booklets, calendars, rack cards, holiday cards, packets, annual reports, business cards, letterhead, direct mail promotional pieces, pocket folders, and much more.

Additional Awarded & Currently Active Multi-Year Contracts of Record:

City of Newport News, Virginia

[REDACTED]

[City of Fairfax, Virginia](#)

[Redacted text block for City of Fairfax, Virginia]

[Williamsburg Area Transit Authority
& James City County, Virginia](#)

[Redacted text block for Williamsburg Area Transit Authority & James City County, Virginia]

[Virginia Aquarium & Marine Science Center](#)

[Redacted text block for Virginia Aquarium & Marine Science Center]

[City of Chesapeake, Virginia
Parks, Recreation & Tourism Administration](#)

[Redacted text block for City of Chesapeake, Virginia Parks, Recreation & Tourism Administration]

City of Chesapeake Libraries

[REDACTED]

City of Suffolk, Virginia

[REDACTED]

Virginia Railway Express

[REDACTED]

Additionally, we print for [REDACTED]

[REDACTED]

Our commercial clientele is expansive. We produce the lion's share of the resort businesses' printing at the Virginia Beach oceanfront. We are extremely proud of our broad customer base and various local, state and federal multi-year contract awards.

B.) 6. Specific Plan (Methodology)

B.) 6 .a.)

Your approach to providing the services described herein.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

B.) 6.b.

What, when and how services will be performed.

Liskey understands the goals and requirements of George Mason University. We have the support, infrastructure, technologies, capabilities and skills necessary to provide exceptional University Wide Printing Services to GMU. LISKEY has the qualifications, and the staff and resources in place to accommodate all printing needs, and specifically has many years of experience servicing higher-education institutions.

The dynamics involved with a higher-education account, such as GMU, requires our level of experience. Our skill in handling many municipal, university and community college printing needs, oftentimes involving complex printing jobs, demands a foundation of consistent quality and reliability, which LISKEY masters. Additionally, LISKEY delivers great service and price.

LISKEY provides a dedicated on-demand print coordinator to review, plan, coordinate and/or make technical suggestions in the interest of GMU. LISKEY prides itself in providing the highest standards in customer service, and the highest possible quality of digital and offset printing.

[REDACTED]

Additionally, we have a dedicated website for promotional items:
[Home - Liskey Printing \(espwebsite.com\)](http://Home - Liskey Printing (espwebsite.com)).

LISKEY pre-flights all files prior to processing. In the event that a file has not met print standards, LISKEY will promptly inform the appropriate GMU designer or staff member of exactly what resolution is needed to remedy the issue. In most cases, the issue is usually a missing embedded font, or a bleed not extended, or black type in all CMYK colors. In about

98% of the cases, the remedy can simply be adjusted in-house by LISKEY and there is no charge. Occasionally, LISKEY may not be able to access the fix, (for example, an embedded postscript, or a flattened Photoshop file), and may ask for the GMU staff member to resupply the corrected file. But, in all cases, the problem will be identified, swift correspondence with GMU manifested and the problem file will be corrected before proceeding. Additionally, LISKEY has a proofreader available upon request to review publication content and grammar.

LISKEY operates industry-standard software for the graphics industry. For example, we are extremely proficient in the following: Adobe InDesign; Adobe Illustrator; Adobe Photoshop; QuarkXpress; Adobe Acrobat Professional; Enfocus Pitstop; MS Word; MS Publisher and even PageMaker, if needed. Production software commonly used includes: Kodak Preps Imposition; ProofMaster; Harlequin Rips; Fiery Rips; Harlequin Express Trap; EFI Command Workstation; Prolmage Ink Optimizer; and Agfa Apogee PrintDrive. Support software includes: Font Suitcase Fusion, Stuffit and many other plug-ins.

Here is a description of file submission methods:

1. Secure FTP with dedicated and password-protected GMU drop box. This is the primary way many clients send files.
2. Secure Website upload. This is easy to use, used most with first-time orders.
3. Subscription site www.mailbigfile.com. This is an encrypted service that LISKEY subscribes to for easy uploading. We would supply you with a username and password.
4. Email attachment. Many customers prefer the ease of email when the file is under 25mb.

No matter what the file size is, we can fully accommodate easy file transmission.

LISKEY understands the importance of GMU's branding. We have relationships with many paper companies and mills and would readily consult with our paper representatives to insure stock matching and integrity. We recognize the importance of color-match of GMU's pantone colors. Our press densitometers and scanners are calibrated to industry standards, and our pressmen are also trained in color balance and dot gain, etc.

Some of the additional in-house services which we provide are storage, fulfillment, distribution, promotional items, large-format printing, stickers, ink-jet printing, numbering, posters, direct mail, indoor & outdoor signage, GBC-binding, coil-binding, saddle-binding, perfect-binding, side-stitch binding, shrink-wrapping, embossing, die-cutting, collating, gate-folding, z-folding, specialty finishing services, lamination, UV-coating, gloss-coating, matte-coating, soft-touch coating, aqueous-coating and more.

LISKEY has several trained staff members for data processing, direct mail printing and postal requirements. We provide ink jet addressing, pre-sorting, de-duping, CASS certifying,

tray sorting and postal delivery. We have a separate warehouse facility which is regularly used for client's storage and client's fulfillment needs.

LISKEY has been printing variable-data for over a decade or more using, Xerox, Rena Neopost, Xante and Canon production centers. For most commonly-supplied variable data files, we prepare the file in MS Excel saving as CSV comma delimited or Text Tab delimited. They are then imported into Adobe InDesign, Accuzip or iQueue, as a data merge file and the output is then linked to the appropriate data cells. We use EFI Command Workstation for processing variable-data files to the digital production center. Examples of jobs printed in variable-data are: tickets, direct-mail pieces and an assortment of variable-data marketing pieces. Recent accounts that use this service are Norfolk Tides Baseball tickets, Virginia Aquarium tickets, Hampton Roads Transit's numbered pads, Virginia Beach Recreation Center's fitness passes, Municipal Boat Launch passes, large-quantity ODU *Dominion Fund* Mailing, *Faculty & Staff* Mailing, ODU Fundraiser Printing, and Outer Banks Sun Realty and Surf or Sound Realty Monthly Marketing Postcards, which are direct-mailed throughout the United States. LISKEY produces ongoing variable data jobs monthly for Old Dominion University.

LISKEY's experience and expertise is broad-based, covering all areas from small-print items such as forms, business cards, letterhead, labels, agendas, annual reports, invitations, envelopes, tags and flyers, to large-format items, such as books, magazines, brochures, maps, rack cards, media kits, pocket folders, catalogs, posters, calendars and much more. We offer a full-range of both digital and offset printing services in house. Graphics services are, of course, readily available upon request.

LISKEY quite possibly has one the largest commercial digital print capabilities in the region. This includes nearly a dozen color and black & white digital production units, all of which are fully-equipped with complete production finishers, and/or booklet makers, hole-drills, and folders. This production line allows us to produce quality, fast-turn-around items such as invitations, short-run booklets, small posters, forms, brochures, and wire-o, coil and GBC books. Our expertise in print management contracts requires us to have extensive production capabilities along with trained dedicated digital operators.

LISKEY has a wide array of printing presses which have the ability to produce from the smallest press run of 7.25" x 8.5", to the largest sheet size of 28" x 40" offset. In addition, LISKEY's digital capabilities are up to 13" x 19" prints. We offer all binding in-house - from perfect-binding and saddle-binding to wire-o binding, coil-binding, corner-binding, padding and shrink-wrapping. LISKEY possesses all coating capabilities, such as aqueous, UV and spot varnishing. LISKEY also offers die-cutting, foil-stamping, embossing and debossing in-house.

Equipment List

Prepress

LISKEY has full-service, state-of-the-art prepress production capabilities, with a complete line of Mac and PC systems. Currently there are over 10 systems in production. These systems are geared with the latest industry software capable of handling a multitude of files from many different sources, systems and departments. LISKEY has decades of experience of editing, fixing, processing client files and preparing them for print. LISKEY has often been the “go to” firm for processing difficult designed files. LISKEY has had a rich history of working with many departments in aiding and facilitating this process. In addition, LISKEY has layout and design staffing when needed for design. After the proofing process has been initiated, (both electronically and hard copy), LISKEY processes these files with ink-trapping, ink-optimizing, and state-of-the-art AGFA and Kodak plating for press or digital application. A full customer-proofing review of all jobs is completed prior to printing, and a customer sign off “ok to print” is achieved. This process is done extremely efficiently and is usually accomplished in 1 to 2 days. Proofreading is also available upon request.

Main Prepress Production Equipment:

[Redacted]

Press Capabilities

[Redacted]

[REDACTED]

Digital Production

Main Digital Production Equipment:

- (1) Canon 7000 VP ImagePress with complete finisher and trimmer.
- (4) Xerox 560 DocuColor with production finisher.
- (1) Xerox C60 DocuColor with production finisher.
- (1) Xerox C70 DocuColor with production finisher.
- (1) Xerox C70 Pro DocuColor with production finisher.

Direct Mail Production Equipment

[REDACTED]

Bindery & Finishing Services

LISKEY'S bindery department is second to none, featuring a full line of German and American-engineered folding and binding equipment. LISKEY produces folded brochures, books, magazines, newsletters, produces gatefolds, perfect-binding, saddle-binding, UV coating, perforating, numbering, scoring, paper-cutting, die-cutting, embossing, debossing, foil-stamping, spiral-binding, hole-drilling, pack shrink-wrapping, wire-binding and coil-binding, and all in-house! Direct Print/Mailing Services are also available. Many different binding and finishing tasks are produced for the customers each and every week. All packaging is securely carton-packed, skidded, shrink-wrapped and delivered or shipped with an accompanying delivery ticket. Delivery records and job samples are kept for two full years from date of delivery.

Main Bindery Production Equipment:

Stahl Folder, 28 x 40, 4/4/4 with auto score, perforate, gatefold, wet score and batch count.

Stahl Folder, 30 x 45, 4/4/4/2 with auto score, perforate, gatefold, wet-score and batch count, with knife 32-page fold unit.

Baumfolder, complete touch-screen digital auto-plate setup 4/4, wet score, batch count.

Stahl Saddlebinder ST90, 6-pocket, + cover feeder, stitcher-trimmer.

Macey Saddlebinder 542, 6-pocket stitcher-trimmer.

(2) UV Gloss coaters (for digital or offset).

Mueller Martini Perfect Binder (glue binding).

Two full-size automatic 42" programmable large paper cutters.

One mid-size automatic 25" programmable paper cutter

Duplo DC-645 Slitter/Cutter/Creaser

Duplo DC-646 Slitter/Cutter/Creaser

Petratto Cordoba 3 High-Speed Creasing Perfector Folding & Gluing Machine

Morgana DigiFold Pro Creaser

GBC Quantum P70iX Fully-Automated Coil Puncher

Other: Multitude of GBC, Wire-O, Coil-Binding, 3-hole and single-hole drills, off-line stitchers, business card slitter, automatic paper counter and tabber, tunnel shrink-wrapper, signature collator and much more, all are fully operational and used daily and weekly.

TIMEFRAMES

Timeframes associated from file receipt to final product delivery will vary by the nature of the job. For example, digital jobs usually complete in 1-3 days while offset production usually completes in 5-7 days. We also go out of our way to accommodate the customer's needs and schedule. As a result, we accelerate production when required by a customer's request.

We do not charge rush fees. Although our contract with the City of Virginia Beach and VBCPS allows us to charge a 40% rush fee, and close to 42% of all of their jobs are rushed, we have not charged the city a single rush fee, not a single dollar. So far the City has saved hundreds of thousands of dollars by us not charging a fee that we are authorized to charge. Some colleagues in the print industry call us foolish for not "extra charging" the customer when applicable. However, as publishers ourselves, we are understanding and sympathetic when jobs get off schedule before they are ever sent to us, so we make the production adjustment and deliver on-time. We treat clients with the utmost respect and honor and we are very appreciative to be producing their print work. So, as a result, if a client needs us to accommodate a faster deadline, we do so happily. This makes for a contented customer and the customer returns with more print orders in the future. This two-way street business philosophy has been a Liskey tradition.

We have full graphics services when requested. We handle graphic design and layout for a wide array of customers in the local community.

FINANCIAL:

As stated in our Executive Summary, LISKEY is financially solvent and the entire printing corporation is 100% lien, mortgage and debt-free. We have supportive lines of credit in place, but have had no current need to access them.

Price option A: \$ 39820. for 13,000 \$ 2520. Add'l 1000's
 Price option B: \$ 43450. for 13,000 \$ 2950. Add'l 1000's

SAMPLE 4

1. Small Inquiry Card

Size: 6 x 4.25
 Ink: full digital color w/bleeds
 Stock: 100# Cougar opaque cover \$110 for 1-sided
 QTY: 500 \$ 183 for 2-sided

2. Large Inquiry Card

Size: 7 x 5
 Ink: 4CP/black w/bleeds
 Stock: 100# Cougar opaque cover
 QTY: 5000 \$ 928.

SAMPLE 5

ARTS by George! Invite

Quantity: 2500 vs 5000
 Size: final fold to 5.25 x 7.75 (panel #1-#3 same size, panel #4 needs to fit into a #9 envelope)
 Paper: 100# Gloss Text vs 80# Gloss Cover
 Page Count: 4 panels (including a tear off panel – panel #4 on the right)
 Color: 5/5 (4 color + aqueous coating), with bleed
 Proof: Hard copy
 Finish/Bindery: Trim to size, rolling fold; Wafer Seal (please quote for regular wafer seal vs colored/silver/gold); Perforation between inside panels #3 (second from the right) & #4 (far right).

Mailing Instructions

Drop date: N/A (sample only for evaluation purposes)
 List Info: Approximately 2500 vs 5000 names supplied via e-mail, postal presort
 Addressing: As needed
 Postage Service: Inkjet on mailing panel
 Postage Applied Via: Bulk Non-Profit Mailing using GMU Indicia supplied in artwork
 Mail From: Merrifield, VA Post Office

Vendor to provide pricing options below:

\$ 1530 for 2,500 quantity on 100# Gls text \$ 2280 for 5,000 quantity on 100# Gls text

\$ 1650 for 2,500 quantity on 80# Gls Cover \$ 2470. for 5,000 quantity on 80# Gls Cover

\$ add \$28 /100 for silver/gold wafers \$ add \$28 /100 for silver/gold wafers

SAMPLE 6

Admissions Lead Piece

Size: Oversized Cover: 25-3/8x11 flat, 6-3/8x11 gate folded

Size: Text: 6-1/4x11, 32 pages

Ink: 4cp/4cp heavy coverage, full bleeds

Stock: 80# Endurance silk cover and text

Bindery: score cover, two passes through the stitcher

QTY: 65M

\$ 55860.

SAMPLE 7

Mason Sticker Sheet

Size: 5x7 (trim flat)

Ink: 4cp/4cp

Stock: white 60# spiniker permanent vinyl label

Bindery: kiss cut 5-images on each 5x7 sheet

QTY: 5,000

\$4650

B) 8. Additional Information

In your proposal response please address the following:

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

No.

- b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.

N/A

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

None.

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

N/A

Personal Closing Statement

We have intentionally chosen to name our printing firm "LISKEY". We feel that using our family sur name denotes the strongest form of accountability and shall be a testament to our regard for quality and responsiveness.

LISKEY is genuinely grateful for this working opportunity, and we pledge our sincere and lasting support for the duration of this agreement. Every effort has been put forth to demonstrate our commitment and earnestness to the needs of George Mason University. We fully understand the endeavor and we vow our support in the utmost professional and proficient ability possible. LISKEY's experience, capabilities and skills, project plan, and pricing are on target for accomplishing and exceeding GMU's needs.

As one of the largest print producers in the community, stretching over decades, LISKEY has the experience for the task required. LISKEY is reliable, stable, experienced and consistent. We are also on the forefront of industry technological advancements and pledge to analyze and implement changes, if beneficial, to further enhance the performance of job costing and services. In other words, LISKEY will always have GMU's interest at heart. LISKEY will continually provide excellent service while supplying quality printing.

We take this contract very seriously and it's our objective to perform these services above and beyond GMU's expectations. We are confident that a cost savings will be realized while services are performed at the highest standards.

With best intentions,

A handwritten signature in blue ink that reads "Guy B. Liskey". The signature is stylized with a large initial "G" and "L".

Guy B. Liskey

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: Liskey + Sons Printing, Inc.

Preparer Name: Terri Liskey **Date:** 8/31/23

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: 9011 **Certification Date:** 10/24/22 renewal for 5 years.

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

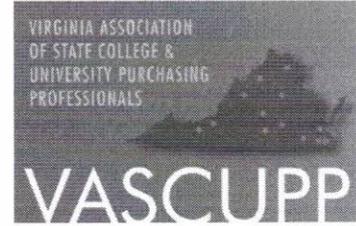
Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

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/>



**REQUEST FOR PROPOSALS
GMU-JR0815-23**

ISSUE DATE: August 15, 2023
TITLE: University Wide Printing Services
PRIMARY PROCUREMENT OFFICER: James F. Russell, Director
SECONDARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

QUESTIONS/INQUIRIES: Submit all inquiries through Mason's Bonfire Portal, no later than 4:00 PM Eastern Time (ET) on August 25, 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 August 29, 2023.

PROPOSAL DUE DATE AND TIME: September 5, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

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: Liskey + Sons Printing, Inc. Date: 8/31/23

DBA: Liskey Printing

Address: 1228 Ballewline Blvd.
Norfolk, VA 23504

FEI/FIN No. 54-1586101

Fax No. N/A

Email: guy@liskeyprinting.com

By: 
Signature

Name: Guy B. Liskey

Title: President

Telephone No. (757) 627-8712

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

SWaM Certification Number: 9011

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.