



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

GMU-JR0815-23-10

This Contract entered on this 1st day of November, 2023 (Effective Date) by Lane Press hereinafter called “Contractor” (located at 87 Meadowland Drive South Burlington VT 05403) 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 9/5/2023(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.
- 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.

DocuSigned by:

27D6945CED51429...

Signature

Name: Chris Armstrong

Title: EVP

Date: 11/2/2023

DocuSigned by:

2F61E096C77E4DC...

Signature

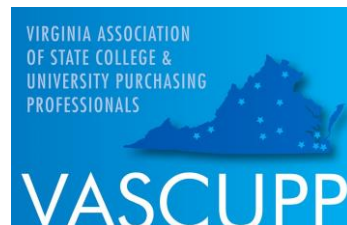
Name: James Russell

Title: Purchasing Director

Date: 11/3/2023



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://vendorsupport.gobonfire.com/hc/en-us>
- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.
- g. Go to Bonfire and Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

2. Proposal Presentation:

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

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

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

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

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

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

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

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:		<hr/> 100

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

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

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-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

Proposal to Partnership with
George Mason University
For Printing & Distribution of
Mason Spirit magazine + additional GMU materials



Company/Plant Address:

The Lane Press, Inc.
87 Meadowland Drive
South Burlington, VT 05403
877/300-5933

sales@lanepress.com

Company owner: Philip Drumheller, President

Proposal presented by:

April Sellers
The Lane Press, Inc.
National Account Executive
919/754-3949
aprilsellers@lanepress.com

September 5, 2023



87 Meadowland Drive, South Burlington, VT 05403

www.lanepress.com

Table of Contents

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2.	Qualifications and Experience
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6.	Proforma No. 37827 - University Life in Review - 28+4C - 6,000 Copies
7.	Additional GMU questions
8.	Additional Information about Lane: <ul style="list-style-type: none">• Quality & Production Capabilities• Prepress Workflow & Proofing• Environmental Story• Equipment List

Executive Summary

From the entire staff and management at Lane Press, please accept our thanks for the including Lane Press in George Mason's RFQ GMU-JR0815-23 for University Wide Printing Services.

Based upon this understanding, we propose to achieve the following outcomes for you:

- Lane Press will provide & maintain an efficient, streamlined partnership with SHSU, including excellent customer service, print & bind quality and on-time delivery.
- Lane Press will get *Mason Spirit* magazine + additional GMU materials from our facility to its final destination as quickly and cost-effectively as possible.

We've designed our proposal to expand on these points and to provide you with a clear and concise picture of how we've built Lane Press to be On Your Page™.

Thank you in advance for your thoughtful consideration of our proposal and the relationship we're offering to create with you.

Qualifications & Experience

Background and History

Over the years, Lane Press has grown from a small letterpress operation with a handful of employees to a prominent magazine printer with approximately 150 employees.

It all began in 1904 when Frank Lane started the company as a small letterpress operation on Main Street in Burlington, Vermont. In 1924, his son Ben Lane took over the company and its 12 employees. Known as a "job shop," Lane Press printed invoices, pamphlets, posters, and other items for area businesses. In the late 1950s, Oscar Drumheller bought the business from Ben Lane, and added magazines to the product mix. He quickly focused on magazine print production and this specialization drove the growth of the company. Lane Press now operates from its modern printing facility in South Burlington.

Today, the business runs successfully under the leadership of Oscar Drumheller's son, Philip, who has served as the company's president for over 25 years. Lane Press provides complete printing, production, and distribution services to over 400 magazine publishers across the country.

Lane Press is a pioneer in the area of sustainability and has led the magazine printing industry in establishing sustainable 'green' manufacturing practices since the 1960s.

Lane Press' product quality is unsurpassed. Our work with color correction and reproduction-process control and our strict binding processes have helped produce numerous awards for our company and our customers. CASE, IRMA, CRMA, Custom Publishing Council, FOLIO, Gold Ink, Web Offset Association, Printing Industries of America, and Sappi Printers of the Year have all recognized Lane Press-printed publications for awards of excellence.

Lane Press' service function is specifically designed for magazine publishers and is staffed and led by some of the most competent, experienced customer service professionals in the business. Our plant is modern and capable of meeting the product quality, production, and distribution requirements of George Mason and we look forward to the opportunity to serve you.

Names, qualifications, experience of Mason team

Care and concern for each publication issue and the success of your business are the hallmarks of customer service at Lane Press.

Each CSM is part of a Publisher Services team. Our Publisher Services team members are experts in *the magazine business*. With an average of more than 20 years of experience, they are highly experienced in their respective areas of expertise and in print manufacturing, distribution, and the overall business of publishing. This depth of experience and familiarity with the entire publishing and manufacturing process enables us to anticipate your needs and provide accurate, proactive consultation on an ongoing basis.

The team includes 4 specialists:

- Customer service – Brooke Sperling-Johnson
- Production planning – Asa Wagner
- Prepress – Marcy Emch

Each is working together for a shared group of publishers. Each is accountable for, and focused on, the success of our publishers.

The CSM and your team have the authority to manage the entire production cycle and resolve any and all production-related issues. They are fully empowered to engage the management team as necessary to ensure your needs and expectations are met.

You can expect swift responses to your inquiries and direct access to subject matter experts for immediate and “real time” resolution of technical questions or concerns. Your Publisher Services team will work as an “always on” extension of your management, production, and creative services team. They’ll continually work to improve our relationship and the way we work together.

Our goals are fast response time and to give you direct access to subject matter experts. It is likely that you’ll be contacted at different times by each one of the team members. You may also be contacted by John Spittle, Publisher’s Services Manager. Feel free to reach for John if you think he can be of assistance.

We’re delighted to be of service and look forward to working with you. See team bio on following page.

Team # 2

Brooke Sperling-Johnson

Customer Success Manager

Phone: 802-264-1551

sperling@lanepress.com

Brooke has over 10 years of experience working in the production and creative areas of print. She worked closely with the catalog and design teams at Gardener's Supply Company and DR Power Equipment, two national catalog retailers, contributing to catalog layout, paper selection, color proofing, and more. Brooke also has a background in sales and customer service having worked as a regional sales representative in the Midwest for Burton Snowboards and East Coast for surf and footwear brands. Brooke brings her business planning, sales, customer service, and project management skills to her work with our customers. In her spare time, Brooke enjoys spending time with her family, gardening, and hiking.

Asa Wagner

Planning Specialist

Phone 802-264-1566

wagner@lanepress.com

Asa is a relative newcomer to Lane Press and the printing world, having mainly worked on literary journals to date. Asa has quickly learned the ropes of production planning, wherein his close eye for detail and excellent memory are true assets to the team and its customers. Asa enjoys working with customers to ensure production and shipping are seamless, and his customers appreciate his knowledge and professionalism. When not in the office, Asa enjoys mountain biking and painting.

Marcy Emch

Prepress Specialist

Phone: 802-264-1553

emch@lanepress.com

Marcy Emch has been with Lane Press for 24 years, and the majority of those years, in the prepress production area. In her many years of prepress experience, Marcy has seen, firsthand, the transition from traditional to digital print. Marcy has excellent customer-service skills and is a true problem solver and great communicator. With her technical skills and attention to details, our customers have come to know Marcy as an asset and member of the Publisher Services Team they can rely on. When she does take some time away from the digital world, Marcy enjoys spending time on the Maine coast with family.

References

Lane Press is proud to provide the following specific references for you, from current Lane Press publishers we believe will be meaningful to you.

College of Charleston Magazine

Name of Client: College of Charleston

Name of Contact: Tom Cunneff, Editor

Address: 175 Calhoun Street, Room 217, Charleston, South Carolina, 29401

Phone Number / Email: 843-953-0478 / cunnefft@cofc.edu

Dartmouth Alumni Magazine

Name of Client: Dartmouth College

Name of Contact: Sean Plottner, Editor

Address: 7 Allen Street, Suite 201, Hanover, NH 03755

Phone Number / Email: 603-646-3088 / sean.plottner@dartmouth.edu

Northwestern Magazine

Name of Client: Northwestern University

Name of Contact: Anne Egger, Director of Publications

Address: Office of Global Marketing & Communications, 1603 Orrington Ave.,
2nd Floor, Evanston, IL 60201

Phone Number / Email: 847-491-4880 / a-egger@northwestern.edu

Specific Plan (Methodology)

Lane Press seeks to create long-lasting, collaborative relationships that help publishers succeed. We build these relationships by providing publishers with print production and distribution services *along with* innovative and targeted publisher support services.

The relationships we create will enable our publishers to maintain a laser-like focus on their core business. Lane Press will make everything else reliable, robust, and easy.

Our mission is to be On Your Page™ and to provide Smooth, on time production of every issue. To accomplish this, effective communication is required. For each issue, Lane Press will take the initiative to reach for you at key points in the production cycle.

First Check-In: (4-6 weeks prior to start of production)

We will contact you in this window if your title is printing on a custom-order stock to confirm pagination and print quantity so that we order sufficient paper.

Page Count Confirmed Check-In: (2 weeks prior to issue)

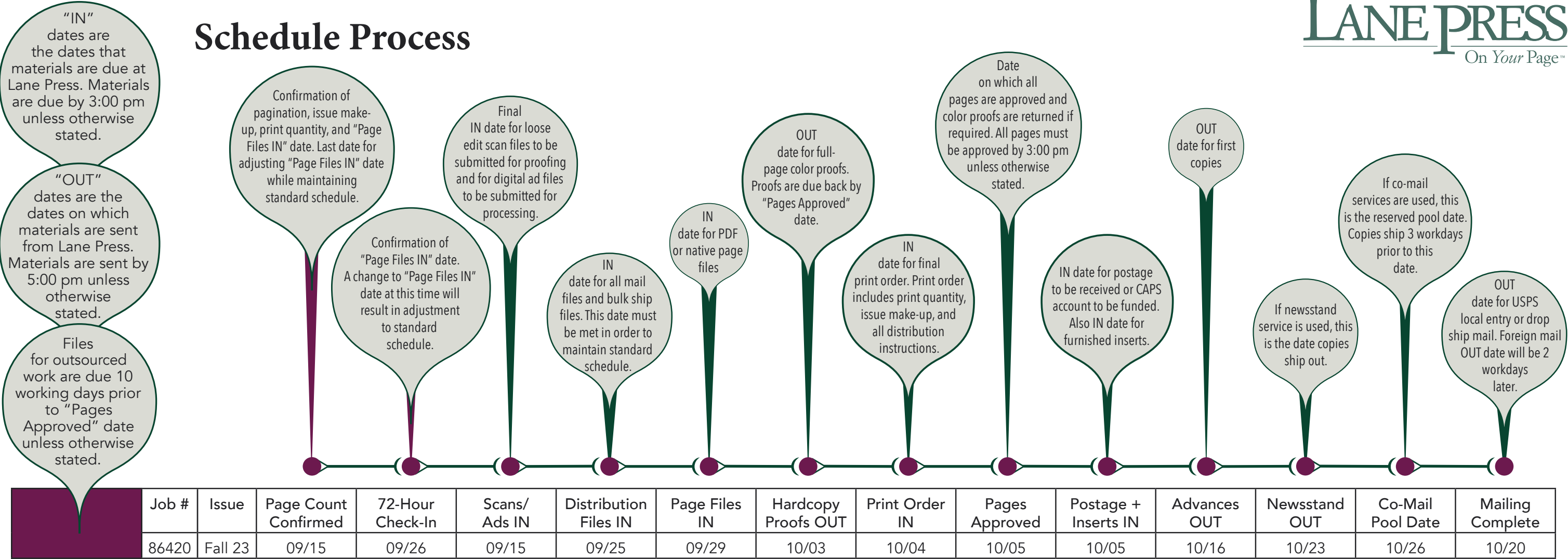
This is the most CRITICAL check-in. We will contact you to:

- Confirm your “Page Files IN” date. If you need to move this date, this is the time to do so. At this point, we expect to maintain a day-for-day change, based on your desired “Page Files IN” date.
- Confirm your estimated pagination (or if unknown, the maximum pagination).
- Confirm your estimated print quantity.
- Review the chain of dates in your schedule for the various elements we need from you: mail list files, page files, inserts/onserts, and instructions for print and distribution.

72-Hour Check-In:

Three days before your “Page Files IN” date, we will contact you to verify that the various elements will arrive on time.

Schedule Process



Frequently Asked Questions

How is the initial Annual Schedule created?
For those publishers whose titles we have produced for more than a year, we create your schedule based on both historical data and information you have provided. For publishers whose titles we have produced for less than a year, we create your Annual Schedule, with your input, after we produce your first issue.

Can I update the Annual Schedule at other times of the year?
Yes, you can update your Annual Schedule throughout the year. We want it to be as accurate as possible.

How am I going to remember all of these dates?
That's our job. We will send you alerts and reminders before critical dates. Count on it.

What if I don't know my pagination by the "Page Count Confirmed" date?
We will ask you to estimate the maximum (i.e., "It will be no more than x pages."). This allows us to make sure we have the needed time and materials for the issue. If you require 4- or 8-page forms or have inserts or onserts, for example, we can ensure your schedule accounts for these.

Why do files for gatefolds, inserts, and onserts have to be submitted earlier?
These are outsourced to a local sheetfed printer. We need time to turn around proofs and have the materials ready to meet your schedule. The more notice we have about your plans, the more flexible we can be.

Why does tipping and polybagging add time to my schedule?
These are offline procedures, meaning they are done on machines other than a binder.

Scheduling and running these additional processes takes more time.

Why is it important to send notice of date changes before the "72-Hour Check-In"?
For Lane Press to meet all of our schedule commitments, we manage a 3-day window of work at all times. The flow of work within this window enables us to perform effectively and deliver smooth, on-time production for all of our customers.

What happens if I think I am going to make it and then miss getting the page files in?
Your "Page Files IN" date will be moved 3 workdays beyond that day. If your files were scheduled in on a Monday, your new "Page Files IN" date will be Thursday, and the remainder of your schedule will work forward from the Thursday start date. Each date in your schedule will move forward 3 days as well.

Why is it necessary to provide our distribution files before our page files?
This enables us to process your mailing counts and postage estimate in time for you to complete your Print Order, and for us to make your postage deposit. A delay sending these files may delay your delivery dates.

Why is it important to submit page files and approve pages by 3:00 pm?
The 3:00 pm deadline enables us to leverage our equipment time and staffing while providing you with flexibility on your "Page Files IN" date. We run 24 hours each day, and production is often done overnight. The earlier in the day you can submit or approve files, the better.

What if I have an important event and must find a way to expedite the schedule?
Tell us as early as possible. We will always work with you to find a way to meet your critical 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

See Proforma No. 37812 - George Mason University -
Mason Spirit - 48+4C - 200,550 Copies
Proforma Total \$106,244.67

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: \$ _____

See Proforma No. 37827 - George Mason University -
University Life in Review - 28+4C - 6,000 Copies
Proforma Total \$8,337.85

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

Lane no bid Sample 3 - does not fit our equipment.
We are unable to do the micro perf inhouse on our equipment.

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

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

SAMPLE 4

Lane no bid Sample 4 - does not fit our equipment.

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

Lane no bid Sample 5 - does not fit our equipment.

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

Lane no bid Sample 6 - does not fit our equipment.

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

Lane no bid Sample 7 - does not fit our equipment.

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



P.O. Box 130
87 Meadowland Drive
South Burlington, VT 05403

Paper pricing reflects Sept'22 market rates.
Paper quoted is subject to availability at time of order.

Pro Forma Invoice

Sold To: George Mason University

Contact Person:
Sales Rep: April Sellers

Phone #:

Proforma Date	Proforma #	Customer Ref/PO Number	Job #	Internal Contact	Contact Phone #
8/22/2023	0000037812				
Title, Event, or Issue Information Description: Mason Spirit - Fall 2023					

Forest Type:
Certification Number:

Proforma Summary

General Information - 48+4C - 200,550 Copies	
Prepress.....	\$1,105.00
Presswork.....	12,231.56
Ink.....	4,380.01
Binding.....	6,270.21
Mailing - Label Preparation.....	2,786.52
Packing and Shipping	25.50
**USPS Postage, Drop Shipping & Freight NOT Included	

Manufacturing Subtotal \$26,798.80

Paper..... 79,445.87

Proforma Total \$106,244.67

Add'l M's
Base \$502.04/M



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South Burlington, VT 05403

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8/22/2023	0000037812				
Title, Event, or Issue Information Description: Mason Spirit - Fall 2023					

Forest Type:
Certification Number:

Specifications

General Information - 48+4C - 200,550 Copies

Qty	Description		Line Total
200,550	Total Copies..... Trim Size: 9" x 10.875" 0% Over, 0% Under	1	0.00
4	Pages Cover..... Presswork: 4/4-colors: CYMK / CYMK Stock: 100lb #2 Dull	1	0.00
48	Pages Text..... Presswork: 4/4-colors: CYMK / CYMK Stock: 70lb #2 Dull	1	0.00

Prepress

Page Processing

**Additional set of proofs = \$12.60 per page

Qty	Description	Unit Price	U of M	Line Total
52	PDF with proof..... Output and impose	21.25	1	1,105.00
Subtotal				1,105.00

Presswork

**Paper price subject to market rate the time of order
**Paper subject to availability at the time of order

Cover

Qty	Copy Count	Description	Makeready	Following MR	Unit Price	U of M	Line Total
1	200,550	Cover - 4 pages includes 8 plates.....	1 @ 594.00		8.70	1,000	2,338.79
Subtotal							2,338.79



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Proforma Date	Proforma #	Customer Ref/PO Number	Job #	Internal Contact	Contact Phone #
8/22/2023	0000037812				
Title, Event, or Issue Information Description: Mason Spirit - Fall 2023					

Forest Type:

Certification Number:

Body

Qty	Copy Count	Description	Makeready	Following MR	Unit Price	U of M	Line Total	
3	200,550	Body - 16 pages includes 8 plates.....	1 @ 690.00	2 @ 450.00	13.80	1,000	9,892.77	41.40
Subtotal							9,892.77	

Paper Pricing

	Description	Unit Price	U of M	Line Total	Add'l M's
11,085#	100.00# #2 Free Sheet Dull	\$92.50	100	\$10,253.63	47.73
83,616#	70.00# #2 Free Sheet Dull	\$82.75	100	\$69,192.24	338.86
Subtotal				\$79,445.87	

Ink

Qty	Copy Count	Description	Unit Price	U of M	Line Total	
52	200,550	4 color process inks.....	0.42	1,000	4,380.01	21.84
Subtotal					4,380.01	

Binding

Saddle Stitch

Qty	Copy Count	Description	Makeready	Unit Price	U of M	Line Total	
1	200,550	Saddle Stitch (1-3 sections).....	1 @ 150.00	18.90	1,000	3,940.40	18.90
1	200,550	Saddle Stitch - Additional Sections.....	1 @ 30.00	2.70	1,000	571.49	2.70
1	200,038	In-line Inkjet Addressing - Outside.....	1 @ 78.00	8.40	1,000	1,758.32	8.40
Subtotal						6,270.21	

Mailing - Label Preparation

Qty	Copy Count	Description	Makeready	Unit Price	U of M	Line Total	
1	200,038	Inkjet Label Formatting.....		6.00	1,000	1,200.23	6.00
1	200,038	Barcoding		2.58	1,000	516.10	2.58
1	200,038	Duplicate Elimination.....		3.13	1,000	626.12	3.13
2		Domestic Label List(s).....		42.00	1	84.00	0.00
1	200,038	NCOA Processing.....		1.80	1,000	360.07	1.80



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8/22/2023	0000037812				
Title, Event, or Issue Information Description: Mason Spirit - Fall 2023					

Forest Type:

Certification Number:

Mailing - Label Preparation

Qty Copy Count Description

Makeready

Unit Price U of M Line Total
Subtotal 2,786.52

Packing and Shipping

Qty Description
6 Carton(s) - Bulk Packing.....
6 Carton(s)- Material.....
6 Package Processing - Express.....

Unit Price U of M Line Total
1.50 1 9.00 0.00
1.25 1 7.50 0.00
1.50 1 9.00 0.00
Subtotal 25.50

****USPS Postage, Drop Shipping & Freight NOT Included**

Estimated freight to deliver 512 copies to Fairfax, VA 22030 = \$110.02

Proforma Total \$106,244.67 \$502.04/M

Add'l M's
Base \$502.04/M



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Proforma Date	Proforma #	Customer Ref/PO Number	Job #	Internal Contact	Contact Phone #
8/22/2023	0000037812				
Title, Event, or Issue Information Description: Mason Spirit - Fall 2023					

Forest Type:

Certification Number:

Paper Summary

Paper Requirements by Form

Qty	Copy Count	Description	Makeready	Following MR	Unit Qty	U of M	Line Total
1	200,550	Cover - 4 pages includes 8 plates 100.00# #2 Free Sheet Dull	736#		51.6#	1,000	11,085#
					Subtotal		11,085#
3	200,550	Body - 16 pages includes 8 plates 70.00# #2 Free Sheet Dull	496#		136.5#	1,000	27,872#
	200,550	70.00# #2 Free Sheet Dull		496#	136.5#	1,000	27,872#
	200,550	70.00# #2 Free Sheet Dull		496#	136.5#	1,000	27,872#
					Subtotal		83,616#

Paper Summary

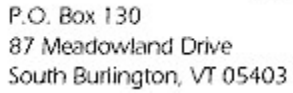
Paper Requirements

	Description					Line Total
200,550	100.00# #2 Free Sheet Dull	736#	736#	52#	1,000	11,085#
601,650	70.00# #2 Free Sheet Dull	496#	496#	137#	1,000	83,616#
				Subtotal		94,701#

Paper Pricing Summary

	Description	Unit Price	U of M	Line Total	Add'l M's
11,085#	100.00# #2 Free Sheet Dull	\$92.50	100	\$10,253.63	47.73
83,616#	70.00# #2 Free Sheet Dull	\$82.75	100	\$69,192.24	338.86
		Subtotal		\$79,445.87	

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Pro Forma Invoice

Phone #:

Forest Type:
Certification Number:

1 of 5



P.O. Box 130
87 Meadowland Drive
South Burlington, VT 05403

Pro Forma Invoice

Sold To: George Mason University

Contact Person:

Sales Rep: April Sellers

Phone #:

Proforma Date	Proforma #	Customer Ref/PO Number	Job #	Internal Contact	Contact Phone #
8/22/2023	0000037827				
Title, Event, or Issue Information Description: University Life in Review: Succe - Fall 2023					

Forest Type:

Certification Number:

Specifications

General Information - 28+4C - 6,000 Copies

Qty	Description		Line Total
6,000	Total Copies.....	1	0.00
	Trim Size: 8.5" x 10.875"		
	0% Over, 0% Under		
4	Pages Cover.....	1	0.00
	Presswork: 5/4-colors: CYMK + UV Gloss / CYMK		
	Stock: 100lb #3 Gloss		
28	Pages Text.....	1	0.00
	Presswork: 4/4-colors: CYMK / CYMK		
	Stock: 80lb #3 Gloss		

Prepress

Page Processing

Qty	Description	Unit Price	U of M	Line Total
32	PDF with proof.....	21.25	1	0.00
	Output and impose			
32	Photocopy or DBL- per page.....	3.00	1	0.00
Subtotal				776.00

Presswork

Cover

Qty	Copy Count	Description	Makeready	Following MR	Unit Price	U of M	Line Total
1	6,000	Cover - 4 pages includes 8 plates.....	1 @ 594.00		12.75	1,000	12.75
1		UV Makeready.....	1 @ 93.75			1	0.00
Subtotal							764.25

Body



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8/22/2023	0000037827				
Title, Event, or Issue Information Description: University Life in Review: Succe - Fall 2023					

Forest Type:

Certification Number:

Body

Qty	Copy Count	Description	Makeready	Following MR	Unit Price	U of M	Line Total	
1	6,000	Body - 16 pages includes 8 plates.....	1 @ 690.00		19.80	1,000	808.80	19.80
1	6,000	Body - 8 pages includes 8 plates.....	1 @ 594.00		16.00	1,000	690.00	16.00
1	6,000	Body - 4 pages includes 8 plates.....	1 @ 594.00		12.75	1,000	670.50	12.75
Subtotal							2,169.30	

Paper Pricing

	Description	Unit Price	U of M	Line Total	Add'l M's
1,360#	100.00# #3 Free Sheet Gloss	\$87.50	100	\$1,190.00	91.00
3,038#	80.00# #3 Free Sheet Gloss	\$77.75	100	\$2,362.05	209.69
Subtotal				\$3,552.05	

Ink

Qty	Copy Count	Description	Unit Price	U of M	Line Total	
32	6,000	4 color process inks.....	0.42	1,000	80.64	13.44
1	6,000	Coating - UV	12.50	1,000	75.00	12.50
Subtotal					155.64	

Binding

Saddle Stitch

Qty	Copy Count	Description	Makeready	Unit Price	U of M	Line Total	
1	6,000	Saddle Stitch (1-3 sections).....	1 @ 150.00	29.15	1,000	324.90	29.15
1	6,000	Saddle Stitch - Additional Sections.....	1 @ 30.00	4.35	1,000	56.10	4.35
1	6,000	In-line folding, 4-page.....		1.95	1,000	11.70	1.95
1	6,000	Trim, 4-page signature.....	1 @ 30.00	3.50	1,000	51.00	3.50
Subtotal						443.70	

Packing and Shipping

Qty	Description	Unit Price	U of M	Line Total	
40	Carton(s) - Bulk Packing.....	1.50	1	60.00	0.00
40	Carton(s)- Material.....	1.25	1	50.00	0.00



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Proforma Date	Proforma #	Customer Ref/PO Number	Job #	Internal Contact	Contact Phone #
8/22/2023	0000037827				
Title, Event, or Issue Information Description: University Life in Review: Succe - Fall 2023					

Forest Type:

Certification Number:

Packing and Shipping

<u>Qty</u>	<u>Description</u>
1	Pallet(s) - Packing.....
1	Pallet(s)- Material.....

<u>Unit Price</u>	<u>U of M</u>	<u>Line Total</u>	
15.00	1	15.00	0.00
19.50	1	19.50	0.00
Subtotal		144.50	

Distribution

<u>Qty</u>	<u>Description</u>
1	Freight.....
	Deliver 6,000 copies to one address in Fairfax, VA
	22030 based on a loading dock delivery.

	<u>Line Total</u>	
	332.41	0.00
Subtotal		332.41

Proforma Total	\$8,337.85	\$426.88/M
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Add'l M's	
Base	\$426.88/M



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87 Meadowland Drive
South Burlington, VT 05403

Pro Forma Invoice

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Contact Person:

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Phone #:

Proforma Date	Proforma #	Customer Ref/PO Number	Job #	Internal Contact	Contact Phone #
8/22/2023	0000037827				
Title, Event, or Issue Information Description: University Life in Review: Succe - Fall 2023					

Forest Type:

Certification Number:

Paper Summary

Paper Requirements by Form

Qty	Copy Count	Description	Makeready	Unit Qty	U of M	Line Total
1	6,000	Cover - 4 pages includes 8 plates 100.00# #3 Free Sheet Gloss	736#	104.0#	1,000	1,360#
				Subtotal		1,360#
1	6,000	Body - 16 pages includes 8 plates 80.00# #3 Free Sheet Gloss	536#	147.5#	1,000	1,421#
				Subtotal		1,421#
1	6,000	Body - 8 pages includes 8 plates 80.00# #3 Free Sheet Gloss	294#	81.0#	1,000	780#
				Subtotal		780#
1	6,000	Body - 4 pages includes 8 plates 80.00# #3 Free Sheet Gloss	589#	41.2#	1,000	837#
				Subtotal		837#

Paper Summary

Paper Requirements

Description	Line Total
6,000 100.00# #3 Free Sheet Gloss	736# 104# 1,000 1,360#
18,000 80.00# #3 Free Sheet Gloss	1,419# 148# 1,000 3,038#
	Subtotal 4,398#

Paper Pricing Summary

Description	Unit Price	U of M	Line Total	Add'l M's
1,360# 100.00# #3 Free Sheet Gloss	\$87.50	100	\$1,190.00	91.00
3,038# 80.00# #3 Free Sheet Gloss	\$77.75	100	\$2,362.05	209.69
	Subtotal		\$3,552.05	

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Additional questions

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

No.

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

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

N/A

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

No.

Quality

Lane Press is renowned for the consistent and high quality of our work. Issue after issue, the quality of the product we deliver to your audience will match the passion you put into creating it.

Our ability to deliver a consistently high-quality product is embedded in our experienced, highly trained craftspeople. Tenures of 20 to 30 years are common across our production areas. This results in deep technical knowledge, and more importantly, an intimate understanding of the quality expectations of magazine publishers.

Lane Press manages continuous process improvement and quality assurance through a system based on the ISO framework. We've documented over 200 of our manufacturing processes and use an ongoing review process to evaluate our approach and make improvements continuously.

We also employ very stringent quality-control procedures across all departments within the plant including:

- Operator verification of process output
- Dual plate inspections
- In-house lab verification of ink quality
- Time-stamped random copies pulled every 10-15 minutes throughout the pressrun
- Pre-media and pressroom collaboration to ensure proof/press calibration
- QC checks of all signatures prior to binding
- Bindery set-up verification prior to run
- Time-stamped random copies pulled every 10-15 minutes for bindery and in-line/off-line mailing

As a result of our commitment to delivering a high quality product, Lane Press' customers are among the most decorated magazine publishers in the business. They garner a disproportionate share of prominent industry awards each year, including CASE Sibley and Circle of Excellence Awards, FOLIO: Eddie and Ozzies, Custom Publishing Council Pearl Awards, City and Regional Magazine Association Awards, and International Regional Magazine Association Honors.

Additionally, Lane Press is a perennial winner of printing excellence awards from prestigious competitions, including Sappi Printers of the Year, Gold Ink,

Premier Print, and Web Offset Association. These programs judge technical excellence, degree of difficulty, and use of innovative techniques.

We'd be happy to share a list of our award-winning titles upon request.

Production Capabilities

Pre-Press

- Automated, end-to-end PDF workflow management
- Web-based file processing
- Soft-proofing tools
- Web-based advertising and editorial image management
- High-resolution scanning
- Image retouching
- File conversion
- Digital imposition
- Extensive preflight capability
- Epson SWOP 11 digital proofing
- Electronic data transport and file archiving
- Computer-to-plate production
- Technical support

Pressroom

- Heat-set web presses producing 32-, 16-, 8-, and 4-page signatures
- Cover presses designed to handle heavier paper stocks and finish with a wide variety of UV or varnish coatings
- Web offset heat-set presses featuring quarter-fold, tabloid, 2-up covers, 8-page, and specialty folds
- Tabloid sizes (10 7/8" x 14" maximum)

Post-Press

- Binding
 - "A"-size and tabloid binding
 - Saddlewire binding
 - Perfect binding
 - Inline scoring and bind-ins
 - Selective inside/outside inkjet binding
- Finishing
 - Text and cover gatefolds/French door covers
 - Bellybands

- Inserts, onserts, tip-on inserts
 - Inside/outside inkjet messaging for both saddle and perfect bound titles
 - Polybagging with Cheshire or inkjet labels
- Mailing
 - Onsite post office
 - Postal rate analysis and verification
 - Presort and preparation
 - Merge/purge, de-duplication services
 - NCOA processing
 - Confidential and secure list management
 - Barcode and label application
- Distribution
 - Distribution planning and analysis
 - Co-mailing
 - Drop shipping
 - Newsstand and subscriber distribution
 - Back issue fulfillment

Workflow and Proofing

At Lane Press, we support workflow and proofing options that range from highly supported to highly automated, depending on the unique needs of your production environment.

Workflow Options

PDF With Soft Proof

For a PDF workflow with soft proof workflow (most common), our customer uploads single-page PDFs (using Lane Press' preset and specs) to our Kodak InSite portal to be processed for our production environment. This digital workflow engine includes settings and functionality to flag potential problems, such as lo-resolution images, RGB images or type, and missing fonts. When potential problems are flagged, our prepress operators address and resolve each issue, often in coordination with the customer. Once the pages have processed, the customer reviews and approves the files in InSite, and the issue moves into production.

PDF With Hard Proof

Once the customer has uploaded single-page PDFs, the Prepress Operator will output EFI Epson Color hard copy proofs, which meet SWOP specifications. Proofs are shared with the customer; customer approves pages and/or submits new pages as necessary; and ultimately, the customer will approve each page file via EFI hard proofs or online using Kodak InSite (or a combination of the two).

Native Workflow With Hard Proof

In a native workflow, the customer uploads all page layout documents, images, and fonts in a compressed file to our InSite portal. A Prepress Operator downloads and prechecks the files and then exports the pages to single-page PDFs, uploading them to InSite. We then output EFI color hard proofs. Proofs are shared with the customer; customer approves pages and/or submits new pages as necessary; and ultimately, the customer will approve each page file via EFI hard proofs or online using Kodak InSite (or a combination of the two).

Proof Options

- **Kodak InSite** - a web-based file management, collaboration, and softproofing tool. InSite is a scalable tool that can be used for file submission only, or for file submission plus softproofing and group collaboration.
- **EFI Epson hard copy proofs** - verified to meet SWOP specifications. These

proofs allow customers to view accurate content and color.

- **Digital blueline (DBL)** – assembled, backed-up color booklet that is best for viewing content and is not color-accurate.
- **Loose color lasers** - single-sided color laser proofs that are best for viewing content and are not color accurate.
- **Scatter proofs** - EFI Epson hard copy proofs of images only that are submitted ahead of the production schedule. This proof is a good option to evaluate color images before placing them in final page layout documents.

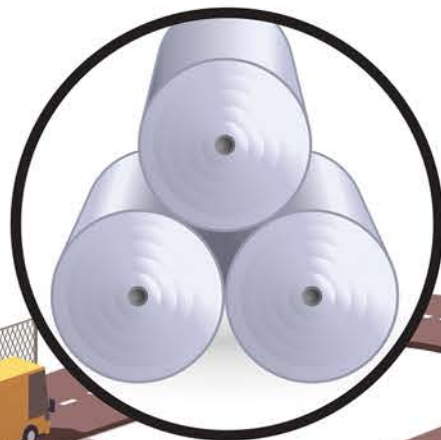
We care about preserving the world around us.

As Vermonters, we continually prove our dedication to the environment. Some would say we're lucky to live and work in America's greenest state. We'd say we've earned it. We're careful and intentional about everything we do. And we hold our providers to the same high standards.

Keep reading – we'll show you how.



LANE PRESS
On Your Page™



What We Use.

Paper

We sustainably source all of our paper. Nobody is endangering old-growth forests on our watch. Certification from the Forest Stewardship Council proves it. We find just the right paper for you, utilizing blends that can include as much as 100 percent post-consumer waste.

We work with cutting-edge paper mills. Their practices include generating energy from their by-products, using biogas instead of fossil fuels, and discharging only clean water.

Ink

Our inks are non-toxic and do not contain heavy metals. They contain a high percentage of bio-derived renewable resources, such as vegetable oils and rosin-based resin.

Energy

Ninety percent of our electricity is carbon-free. It comes from sources like hydroelectric, solar, and wind.

We produce heat using natural gas – a safe and clean fuel. Our provider produces natural gas from the organic material at farms, wastewater treatment facilities, and landfills.



Transportation

Our paper suppliers are nearby. In fact, six of the seven are less than 200 miles away – and the closest is only 50. Our paper travels fewer miles from mill to reader – saving time, fuel, and carbon emissions.

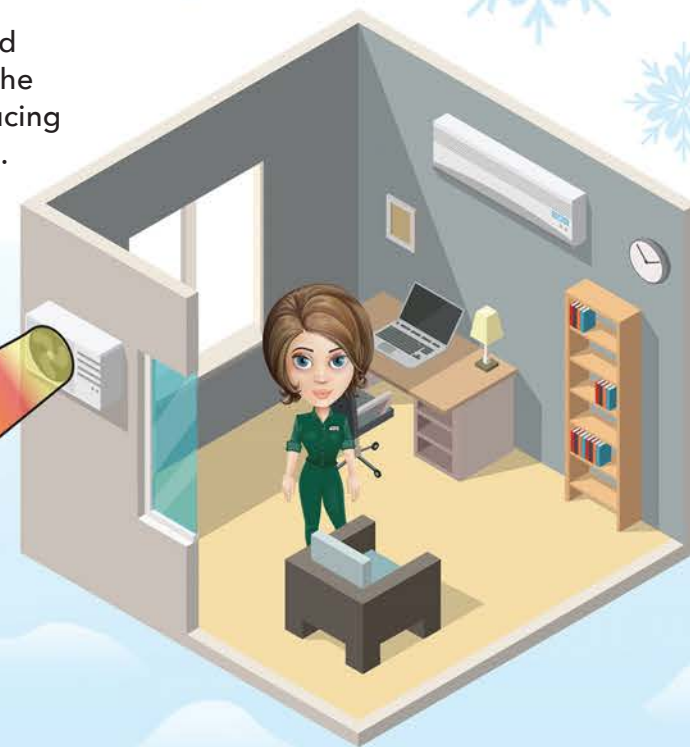


What We Do.

Efficiency

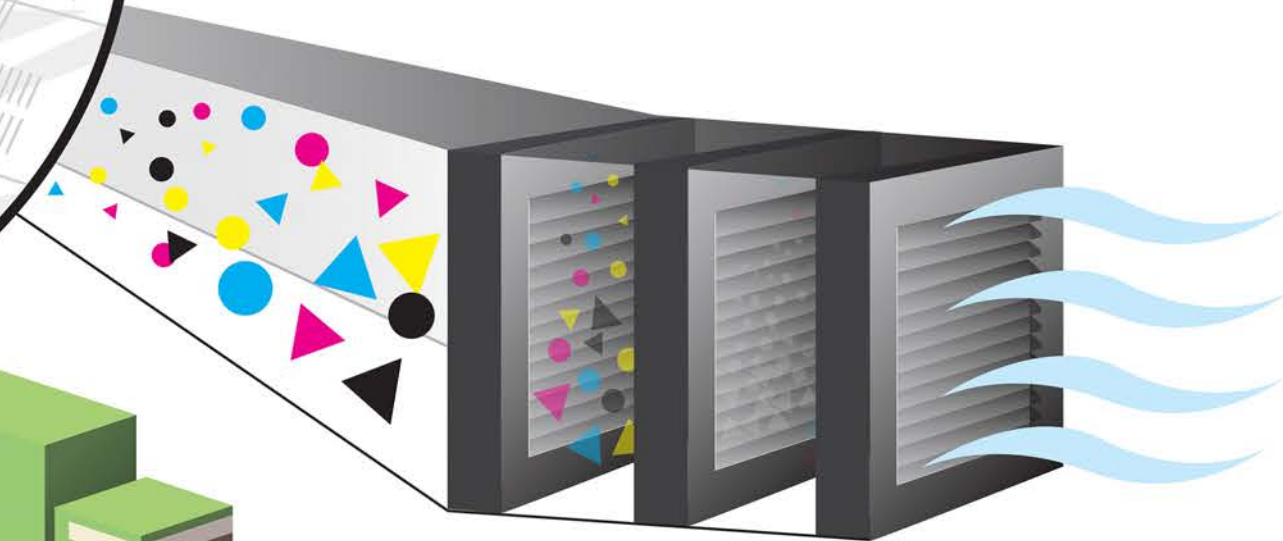
The heat from our press ovens is recycled and used to heat the rest of our building during the cold Vermont winters, dramatically reducing our fuel consumption and emissions.

We work closely with Efficiency Vermont to reduce our energy consumption – everything from changing lighting to LED, to installing occupancy sensors, to updating our air handlers, chillers, and compressors.



Emissions

We capture and destroy all volatile organic compounds released from ink during the printing process. We remove over 99 percent of pollutants that would otherwise be emitted into the atmosphere.





Where It Goes.

Waste

None of the solid waste generated by our manufacturing process ever enters a landfill.

Instead, we recycle *everything*. Aluminum press plates, light bulbs, batteries, ink cartridges, plastic containers, you name it.

And, we have an onsite paper shredding and bailing operation that recycles all of our paper waste.

All waste ink is returned to our supplier, who cleanly burns it as a fuel source.

Readers

Your readers will appreciate receiving a magazine that is created more sustainably than any other. Tell them our shared story; they'll have good reason to thank you.

PREPRESS

Server Capacity

- Dell Poweredge servers
- VMware ESXi 5 virtualization cluster
- Dell/Equallogic SAN with off-site data replication
- Multi-vendor redundant fiber optic Internet connectivity (>20Mbps)

Electronic File Transfer

- FTP
- Online file transfer

Macintosh Workstations

- 10 Mac Workstations

PC Workstations

- Dell Optiplex 755 (Windows XP)

Removable Disk Support

- CDs and DVDs

Scanning

- Support a wide range of format sizes from original artwork to flexible 19 x 22 artwork, reflective copy, transparencies, and digital capture.
 - Crosfield Celsis 6000 drum scanner
 - Creo Eversmart Pro II flatbed scanner

Proof Capabilities

- EFI Colorproof XF proofing solution with color verification
- (2) Epson 9900 inkjet printers with onboard spectros – Single-page format to 8-page imposed forms
- Xerox 5855 – Single-page format to 2-sided black and white imposed proofs
- Canon iR3220 Color – Single-page format to 2-sided color imposed proofs

Prepress Workflow Automation

- Kodak Prinergy
- Kodak InSite (online soft proofing system)

Mac and Windows support for the following software:

Page Layout:

- QuarkXPress
- InDesign
- Adobe Acrobat

Lane Press Capabilities

Imposition:

- Preps

Illustration

- Adobe Illustrator

Photo Manipulation

- Adobe Photoshop

Word Processing

- Microsoft Word

Compression

- Stuffit

Digital Asset Management

- Kodak Asset Library
- CD archiving

Computer-to-Plate System

- (2) VLF Magnus platesetters
- (2) Kodak Prinergy render stations with print console
- (2) Kodak Thermal plate-processing lines

PRESS ROOM

Web Offset Heatset Presses:

manroland ROTOMAN (Press 5)

- General Information:
 - 38" web width
 - 22 ¾" cut off
 - 4 units
 - 1 roll stand
- Accessories:
 - Semi-automatic plate loading
 - WPC CLC+Plus – Closed Loupe Color and Integrated Color-to-Color Register (CCR) with CIP3 Ink Preset
 - WPC Alwan Print Standardizer (APS) software package and link
 - PECOM print management with CIP3/4 ink and press presetting
 - PF1-3/1 combination folder
- Capabilities:
 - Quarter-fold
 - Tabloid
 - Square tabloid, 2/3-1/3 fold
 - Specialty folds

Lane Press Capabilities

Heidelberg M600 (Press 4)

- General Information:
 - 38" web width
 - 22 ¾" cut off
 - 8 units
 - 2 roll stands
- Accessories:
 - WPC CLC+Plus – Closed Loupe Color and Integrated Color-to-Color Register (CCR) with CIP3 Ink Preset
 - WPC Alwan Print Standardizer (APS) software package and link
 - JF-50 combination folder
- Capabilities:
 - Quarter-fold
 - Tabloid
 - Square tabloid, 2/3-1/3 fold
 - Specialty folds

Harris M-90 (Press 1)

- General Information:
 - 19" web width
 - 23" cut off
 - 6 units
 - 1 roll stand
- Accessories:
 - GMI ink controls and fountains with CIP3 Ink Present
 - WPC Color-to-Color Register (CCR)
 - UV coating tower
 - Sheeter
 - Combination folder
- Capabilities:
 - 2-up covers and 8-page folds

Additional Machinery:

- Prism production and paper monitors
- Burgess Automatic Edge Control plate benders
- Alwan Print Standardizer (APS) – G7/ISO/SWOP compliancy and curve generation software for all presses
- Black & Clawson 62" 2 drum slitter/rewinder

POSTPRESS

Saddle Stitchers:

Harris 805 Saddle Stitcher ("S11") *(Note: Harris now owned by Goss International)*

- (8) Folded signature feeders (expandable)
- Flat signature feeder for small products

Lane Press Capabilities

- (2) Cover folder feeders
- Dual blow-in card feeders
- Quality control system includes side caliper, oblique sheet monitor and stitch monitor
- Speeds of up to 15,000 books per hour (bph)
- Auto sortation and shrink wrap bundling
- Fastech FP 6000 selective controller for in-Line Inkjet addressing .
- CME HAWK M7 4.25-inch head UV inkjet addressing system with UV curing technology
- Utilizes the HT 15 trimmer

Muller Martini 300 Saddle Stitcher (“S14”)

- 14-Station inserter
- (10) Folded signature feeders
- (4) Cover folder feeder
- Blow-in card feeder
- Quality control system includes side caliper, oblique sheet monitor, and stitch monitor
- Auto sortation and shrink wrap bundling
- Fastech FP 6000 selective controller for inline Inkjet addressing and multiple fields (inside and outside)
- Selective upgrade includes 3 print stations:
 - #1 Outside: mail table (2 heads for 16 lines) – covers
 - #2 Inside: plow (2 heads for 16 lines) – 2 inside positions
 - #3 Inside: chain (2 heads for 8 lines) – 1 inside position

Muller Martini 335 Saddle Stitcher (“S8”)

- 8-Station inserter
- (8) Interchangeable folded signature feeders
- (2) Interchangeable flat signature feeders
- Muller Martini 3-hole punch
- Calendar hole punch

Perfect Binders:

Harris UB Binder 232 (“PB19”)

- 19-Stations folded signature feeder pockets
- 12 STI automatic hopper loaders
- 1 Cover feeder
- Quality control system with precision caliper and micro adjustment
- Auto sortation and shrink wrap bundling
- Fastech FP 6000 inline inkjet addressing with 8 lines of text and multiple fields (outside only)
- CME HAWK M7 4.25-inch head UV inkjet addressing system with UV curing technology
- Blow-in cards fed from the pocket

Harris UB Binder 224 (“PB24”)

- 24-Stations folded signature feeder pockets
- 12 Baum automatic hopper loaders
- Quality control system with precision caliper and micro adjustment

Lane Press Capabilities

- Auto sortation and shrink wrap bundling
- Fastech FP 6000 and FP 8000 inline inkjet addressing with 8 lines of text and multiple fields
- CME HAWK M7 4.25-inch head UV inkjet addressing system with UV curing technology
- Blow-in cards fed from pockets

Off-line Equipment:

Machtronic Hot-Melt Tipping Machines

- Polar cutter - 36" x 36"
- Polar cutter - 45" x 45"
- Stahl folder - 26" x 40"
- Challenge 3-hole drill (1/8 - 1/2")

Mailing Off-Line:

Buhrs 4000 Polywrapping Line

- 6-Pocket inserter/onsorter, auto sortation, imprinter, and strap bundling.
- Gimmick feeder pocket (credit card and CD size)
- Pre-poly label and inkjet, and post poly label and inkjet
- Co-mingling capability, re-order control capabilities
- Shrink-wrap finished product and manual sortation belt

Burhs Zaandam PFS Belly Bander



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: Lane Press, Inc.

DBA: Lane Press

Address: 87 Meadowland Drive

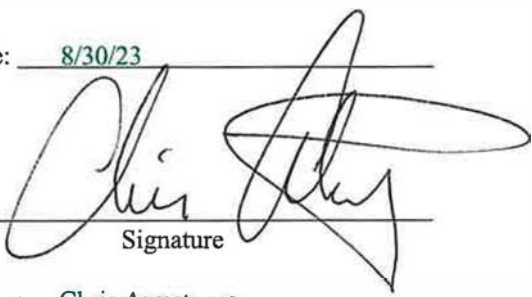
South Burlington, VT 05403

FEI/FIN No. 03-0136330

Fax No. 802/264-1485

Email: sales@lanepress.com

Date: 8/30/23

By: 
Signature

Name: Chris Armstrong

Title: Executive Vice President

Telephone No. 802-264-1500

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/Offeree because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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