



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

## GMU-JR0815-23-07

This Contract entered on this 1st day of November, 2023 (Effective Date) by FedEx Office hereinafter called "Contractor" (located at 7900 Legacy Drive Plano TX 75024) 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.

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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](mailto: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](http://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, note 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](mailto: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:

	<b><u>Description of Criteria</u></b>	<b><u>Maximum Point Value</u></b>
1.	Qualifications, experience & capabilities.	30
2.	Cost/Pricing.	30
3.	References of similar size and scope.	30
4.	<b>Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date &amp; time.</b>	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](mailto: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 10<sup>th</sup> 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 20<sup>th</sup> 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](mailto: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](http://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 \$** \_\_\_\_\_

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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: \$** \_\_\_\_\_

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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

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#### 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      \$\_\_\_\_\_

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#### 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:

\$\_\_\_\_\_ \$\_\_\_\_\_  
  
\$\_\_\_\_\_ \$\_\_\_\_\_  
  
\$\_\_\_\_\_ \$\_\_\_\_\_

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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

\$ \_\_\_\_\_

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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



# George Mason University

University Wide Printing Services

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

September 5, 2023 2:00 p.m. ET







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](mailto: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: FedEx Office and Print Services, Inc.

Date: September 5, 2023

DBA: FedEx Office

Address: 7900 Legacy Drive  
Plano, TX 75024

By:   
Signature

FEI/FIN No. 77-0433330

Name: Aimee DiCicco

Fax No.

Title: Senior Vice President Revenue Operations

Email: [aimee.dicicco@fedex.com](mailto:aimee.dicicco@fedex.com)

Telephone No. 469.980.3000

SWaM Certified: Yes: \_\_\_\_\_ No: n/a (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.



7900 Legacy Drive  
Plano, TX 75024

September 5, 2023

James F. Russell, Director  
Sara Siddall, Strategic Sourcing Manager  
Purchasing Department  
4400 University Drive, Mailstop 3C5  
Fairfax, VA 22030

Dear James and Sara:

No matter what size university you operate, when it comes to print services, one size doesn't fit all. George Mason University (Mason) has faculty, staff, and student demands to meet, while also managing operating costs. Balancing these demands are challenging. Gone are the days where universities invest in services that are not directly tied to enhancing faculty, staff, and student experience. At Mason you need print services nearby that you can depend on.

FedEx Office has been supporting your faculty, staff, and students since 2019 with a conveniently located store near the Mason campus. A few benefits of a near-campus solution include:

- Our skilled print experts have relevant experience to support Mason.
- Security and confidentiality training is required annually and tracked for compliance.
- We offer the flexibility and scalability to meet rush needs and long-term objectives.

Our focus on quality and customer satisfaction means we are committed to exceeding your expectations in the services we deliver. Should you have additional questions regarding this proposal, please call or email.

Best regards,

*Lisa Mihuc*

Lisa Mihuc  
Regional Account Manager  
FedEx Office and Print Services, Inc.  
571.481.8749  
[lisa.mihuc@fedex.com](mailto:lisa.mihuc@fedex.com)

# Proposal statement

This document was provided for the sole purpose of evaluating the products and services contained in the proposal to the requesting party. This proposal is valid for ninety days (90) from the date of submission. This response is not intended to constitute a legally binding offer or commitment on behalf of FedEx Office and is subject to George Mason University and FedEx Office negotiating acceptable commercial arrangements and signing legally binding documents.

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## 4. Executive summary

Navigating the evolving landscape of higher education requires careful consideration, especially when selecting a solution provider that aligns with George Mason University's (Mason) needs. As you recall, this was not an easy feat to find a solution provider with the experience, capabilities, methodology, and responsiveness that Mason needed. Now, you are aware there is a solution provider that can offer specialized printing solutions that are both cost-effective and efficient, without compromising on quality.

**An Extension of George Mason University.** At FedEx Office, we're more than just a solution provider—we're an extension of Mason itself. We uphold the same quality standards, brand consistency, and timely service that your faculty, staff, and students expect. Our customer-centric approach ensures that your needs are at the forefront. Our nearby store acts as a consultation hub for all FedEx Office products and services, serving as a resource for your university community.

**Consistency at the core.** Operating under standardized processes across over 2,100 U.S. locations, we guarantee consistent customer service experiences, products, and services for Mason. Our network-wide use of standardized print equipment ensures uniform print quality throughout the FedEx Office network, whether your print job is produced locally or within our network.

**Effortless production.** Our streamlined approach extends behind the scenes, as we seamlessly manage the production of large-format or high-volume projects through our network. For Mason, the priority is delivering print jobs punctually and up to your satisfaction, regardless of their origin.

**Commitment to excellence.** The FedEx Office Quality Driven Management (QDM) embodies our commitment to improvement. Rooted in methodologies like ISO Standards, Six Sigma, LEAN, and Total Quality Management, QDM drives continuous enhancement and aims for a near-zero defect rate.

**Upholding your brand.** Mason's established brand compliance is pivotal, and our integrated enterprise-wide color management program ensures consistent and precise color across all print devices. This comprehensive program combines various initiatives to provide unrivaled color and quality.

**Local supportive team.** Your local store at 8365 Leesburg Pike, Suite D, Vienna, VA 22182 houses a team dedicated to meeting the needs of your faculty, staff, and students. Working in tandem with your Regional Account Manager, Lisa Mihuc, this localized expertise is complemented by broader resources and tools to cater to your unique requirements.

In a world of change, FedEx Office stands as a reliable solution provider for George Mason University, offering dependable solutions that align with your objectives.



## Why select FedEx Office?

### Your priorities guide our action. Here's what sets us apart:

Selecting FedEx Office signifies more than print services—it signifies forging valuable relationships through consultative methods and presenting inventive solutions tailored for Mason. Beyond proficient and precise print jobs, lies a commitment to surpass your expectations. This commitment is realized through collaborative teamwork, pioneering approaches, industry proficiency, and steadfast leadership.

**Print industry expertise.** Count on our local print experts who bring valuable experience to support your faculty, staff, and students effectively.

**Adaptability.** Our extensive production networks, diverse solutions, and strong transportation core empower you with the flexibility and scalability necessary to achieve your objectives.

**Support and scalability.** Leverage our adaptable and scalable support model that seamlessly manages your print and shipping requirements through the FedEx network.

**Upholding brand integrity.** Our unwavering consistency across the network has solidified FedEx Office as a beacon of trust. Our ethical approach, grounded principles, and streamlined processes form the foundation of our business. The cornerstone of sustainable success lies in our consultative and focused collaboration with our customers.

**Process-driven excellence.** Our business architecture revolves around stringent process control. This meticulous approach positively impacts every facet of our print and shipping services, ensuring excellence across the board.

We are committed to exceeding your expectations through teamwork, innovation, industry expertise and leadership. Let FedEx Office continue to provide the print services George Mason University has come to rely on.



## 5. Qualifications and Experience

To facilitate review, FedEx Office has incorporated selected directions and questions from your document into this response. Mason's questions are shown in blue, and the response from FedEx Office appears in black. Only sections requiring a FedEx Office response appear to conserve space.

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

### A. General requirements

1. Provide the highest possible quality of cost-efficient printing and customer service.

#### Quality delivered

Quality is a pillar of your business—and ours. Which is why we work hard to deliver high-quality print jobs without variations or defects. Your brand matters, and we're here to help you protect it.

Our Quality Driven Management process connects every one of our business actions back to you. It's a set of techniques, methods, and tools we use to drive quantifiable improvements in our business, and it encompasses parts of ISO Standards, Six Sigma, LEAN and Total Quality Management.

With our unique set of principles that encourage disciplined reasoning and use of objective data, we:

- Manage everyday activities and business processes
- Engage in one-time improvement projects
- Redesign existing processes from the ground up

#### Customer satisfaction commitment

When choosing who you do business with, you want a print provider who strives for 100% satisfaction. We are committed to that goal. What that means for you is that you can trust us to complete your job correctly. And if it's not right, we make it right. That's our customer satisfaction commitment, and it's critical to how we do business.

You're able to choose from a digital or physical sample during the order process so that you can visualize what your job will look like once we print it. This step helps eliminate surprises.

We also understand that changes are sometimes inevitable. If you need to modify an order we've already started working on, we will work with you to make the adjustments in a manner that fits within your budget and timeline.



## Issue resolution overview

Your time and your business are valuable to us. That's why our primary goal is to provide you with 100% error-free service. But we don't rest on the assumption that we'll always get it right. We have a robust issue resolution response in place that centers on immediate notifications and speed of reaction.

If you're unhappy with our products or services, be assured that our contact and escalation procedures work to resolve any concerns quickly and effectively. While your initial contact with the account team will resolve most issues, occasionally escalation is required.

As a commercial, contracted customer your Regional Account Manager, Lisa Mihuc, proactively provides awareness of the following situations:

- Resolution has not effectively addressed the customer concern or issue
- An issue impacting multiple markets
- Recurring or returning issue that was previously addressed
- Contract non-compliance

All concerns and escalations are documented, and we follow a process of implementing a resolution immediately. Tracking customer issues helps us identify and solve failures of all kinds, whether people-, process- or system-related. That leads us to improve our service, and ultimately, your happiness as our customer.

2. [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.](#)

## FedEx Office delivery

Our pick-up and delivery fleet complements our capabilities, rushing production jobs between locations. For contracted customers, we offer pick-up and delivery for locations within a 30-mile radius of each FedEx Office location. For orders outside the 30-mile radius, we package the order for shipping using FedEx Express or FedEx Ground based on the preference of the customer.

3. [Provide the University with the highest possible level of customer service. \(1\) Review job specifications and printing requirements; \(2\) Deliver hard proofs as requested.](#)

At your local FedEx Office, we provide on-going project consultation and support. Once files are provided, we determine the best course of action to produce the job on time and within budget.







We have a well-established print program for Mason with support from other nearby stores; however, you're not limited to one store, as there are multiple FedEx Office locations in the Fairfax area.



For large-format signage, posters, and banners, we may use one of our regional signs and graphics production centers to quickly produce and deliver completed projects back to our store for delivery or pick-up.



The same process is applied for high-volume jobs and offset printing, using our national network, since all our locations are digitally connected and provide seamless and secure project routing.



If there is a unique or specialized need, we can also support your faculty, staff, and students through our trusted alliance vendor network and pass those savings on to Mason.

4. **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.

## Standard service levels—digital print

You demand speed and accuracy when it comes to your important projects. You want a print provider who is proven in delivering on-time and error-free. Your orders should be completed quickly—in some cases, while you wait. And you don't want to pay extra for rush jobs.

You also expect consistent, repeatable color accuracy throughout your print job. Your ideal print provider performs daily checks and balances to ensure their machines are functioning and colors are precise, from beginning to end.

Convenience is also critical. No matter your location, you want to know your print provider has a location nearby. With more than 2,100 locations, we likely have a store near you. If you can't pick up your order, we offer next-day or local delivery up to 30 miles from the store location, ensuring your order is where you want it, when you want it.

			
BLACK AND WHITE TURNAROUND TIMES		COLOR TURNAROUND TIMES	
While you wait (in store only). Negotiated per job request.			
1 – 500	< 4 business hours	<250	< 4 business hours
501 – 5,000	< 8 business hours	251-500	< 8 business hours
5,001 – 7,500	< 16 business hours	501 – 5,000	< 16 business hours
7,501 – 10,000	< 24 business hours	> 5,000	Negotiated per job request
> 10,000	Negotiated per job request		

**5. Mail Servicing:****Types of Direct Mail Supported****Marketing Mail**

- Every Door Direct Mail (EDDM)
- Targeted mailings based on demographics
- Marketing of new services and products
- Catalogs
- Small parcels
- Circulars/advertising
- Newsletters
- Bulletins
- Catalogs
- Flyers
- Postcards
- Self-mailers
- Letters

**Transactional Mail**

- Statements & invoices
- Renewal notices & application forms
- Recall notices
- Confirmation of information/details
- Letters
- Variable data
- Express mailings
- Self-mailers
- Packets
- Postcards

**Informational Mail**

- Plan information / summary of changes
- Annual benefits notices
- Employee recognition
- Donation solicitations
- Letters
- Postcards
- Self-mailers
- Booklets
- Small parcels

**Direct mail solution****Data services**

- Lists
- Consulting
- Comingling
- Transportation

**National Change of Address (NCOA) and tracking**

Creating, finishing, and transporting:

- Cards
- Letters

- Self-mailers

### Mail piece assembly

- Letters, self-mailers, and cards
- Folding / inserting, tabbing, finishing
- Ink jet addressing

### Data management

We'll manage your data so you can focus on other important things.

- Address lists
  - Acquisition
  - Consulting
- Modeling data for deeper postal discounts
- Measuring USPS performance
- Reporting for item delivery
- National Change of Address services

### Intelligent marketing

Increase your potential return on investment by correcting addresses using our National Change of Address service.

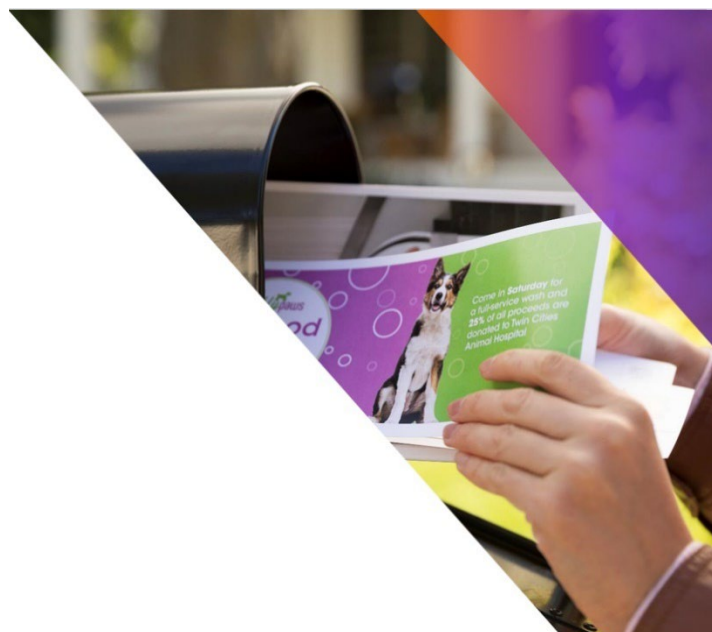
- When sending standard mail, any non-delivered items are recycled instead of being returned. On average, 6.7% of all standard mail has an address issue and 5% of first-class mail has an address issue
- By using our NCOA service, the number of new clients could grow with each mailing
- Each incremental client has a defined worth over the lifecycle of each client experience

### QR codes

- Drawing recipients to a website begins with the use of Quick Response Codes, or QR Codes, being incorporated in the mail piece. You can scan them with your smart phone's barcode reader, and it will take you to an online address or a personalized URL, or pURL
- By using multiple marketing channels, your responses will rise by as much as 30% (DMN)

### Optional item tracking

- Compare anticipated in-home or in-office delivery with actual dates with confirmed mail piece scans by using our mail data services
- Knowing actual delivery dates will help plan for appropriate follow-up activity



## 6. Proofs: One hard-copy color-and screen-accurate contract proof may be required when color is extremely

### Proofing process

Quality conveys value. Your brand and your business depend on communicating a consistent, quality image to your customers so they recognize your value. The same can be said for us.

We strive to deliver quality products to you because it's part of our DNA. When you are happy with the level of service and commitment we offer, our value becomes clear.

With every job you bring us, we employ specific proofing practices driven by our FedEx Office Quality Driven Management process to ensure your satisfaction. This systematic process includes multiple quality checks before and during production, from order taking and proofing to finishing and delivery.

Before production, we check print jobs for errors in fonts, images and transparencies prior to printing. Automated proofing and our color management process ensure consistency. But our trained experts also visually check your jobs, adding a final quality inspection in our proofing process. As a result, errors and rework are minimized, you get the high-quality product you expect, and your experience as our customer is a positive one.

### Proof types

Depending on how complex your job is or how quickly you need it, we may employ a variety of proofing types. For quick turns from your local FedEx Office store, we may only use a soft proof. Complex projects that are supported by our Hub of Excellence team (HubEx) may include various types of proofing.

The chart below outlines the various types of proofs we use, along with the corresponding instances where we use them. Detailed explanations of each proof type follow.

PROOFING PROCESS	Quick Turn	Low-Cost	Color Accuracy	Content Accuracy	Shows Finishing	From Vendors	Manufacturing Network	Data Updates From USPS
Soft Proof	✓	✓		✓		✓		
Data Proof	✓			✓		✓		✓
Contract Proof		✓	✓	✓		✓		
Press Proof			✓	✓	✓	✓	✓	
Press Check			✓	✓		✓		
Mockups		✓			✓	✓		

**Soft Proof.** Simulated print result on a monitor or handheld device. This is the cheapest and fastest solution for proofing since no additional equipment, except a screen for viewing, is needed.

**Data proof.** Utilized mainly for direct mail projects that require a simulation of address block and permit placement including overall look. Typically, this proof shows longest character set, most address lines used, moves and other random selections. Approval confirms that we may move forward with mailing.

**Contract proof.** Created using a high-end prepress proofing system to simulate a good approximation of what the printed piece will look like.

**Press proof.** Created by the exact same processes as the requested final product, thereby making it the closest possible representation of the final job. Press proofs are usually printed on the same stock and press that the job will eventually run on.

**Press check.** Executed at the press with the intention of approval color and all other quality assurance issues related to the print run. Once the project owner approves, the printer/manufacturer is usually authorized to complete the press run.

**Mockup.** Simulated final piece to be produced. Ranges from simple to complex in construction and is usually utilized to proof multi-paged or three-dimensional projects. Depending on the intended purpose of the mockup, it may be printed or left unprinted.

7. **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).

**Press check.** Executed at the press with the intention of approval color and all other quality assurance issues related to the print run. Once the project owner approves, the printer/manufacturer is usually authorized to complete the press run.

8. **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.

Mason will work with Regional Account Manager, Lisa Mihuc, to arrange press checks. Upon request, where feasible, we offer a printed proof from the equipment that will produce the job.

9. **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.



## FedEx secure document storage

When you need to automate transfers of print data or require a different level of security controls then what is available with FedEx Print On Demand web application, FedEx Office has other tools available to meet your requirements.

FedEx Secure Document Storage (FSDS/SFTP) may be deployed as a simple SFTP solution, or a more feature-rich web application that can accommodate diverse customer requirements for secure print data transmission.

High-level features include:

- Document and repository encryption that is transparent to the user
- Secured connections for transmission of critical business data across the internet
- Data integrity checks, strong audit trails, and user administration

Our team of experts will assess your requirements and apply FedEx technology to create an ideal workflow for your team.

**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).

We have all the supplies needed to safely pack your items, along with FedEx shipping supplies.

**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.

Acknowledged.

**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.

Acknowledged.

**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.

The team members at your local FedEx Office location will assist you with special requests.

## B. Background and brief history of your company

**1970.** Paul Orfalea opened his first photocopy shop, Kinko's, in Isla Vista, the campus community of the University of California at Santa Barbara.

**1996.** Clayton, Dubilier & Rice invested in Kinko's and rolled the 125 separate S-corporations into a single C-corporation. Everything was centralized, including budgeting, financial planning systems, procurement, real estate, and information services. The Kinko's corporation began building and investing in its technology infrastructure, including digitally connecting its stores.

**2000.** The Kinko's team embarked on a strategic initiative to take advantage of the scale of the network to maximize efficiencies, increase productivity, enhance profitability, and drive earnings growth.

**2001.** Kinko's headquarters moved from Ventura, California to Dallas, Texas, where the leadership team led an effort to develop and execute new strategic plans.

**2004.** FedEx acquired Kinko's to better reflect the company's broad range of product and service offerings. The name was changed to FedEx Kinko's

**2008.** FedEx Kinko's was changed to FedEx Office.

**2023.** FedEx Office gives small and medium businesses, large commercial customers, and consumers convenient access to expert printing, packing, shipping, and returns. The company's digital-to-physical capabilities support the growth of e-commerce with online design and print, commercial and grand format signage, local and national logistics solutions.

More than 2,100 print and ship locations include traditional retail stores complemented by locations inside Walmart, as well as FedEx OnCampus at hotels, convention centers, hospitals, corporate facilities, and universities.

Customers work closely with more than 13,000 team members to obtain custom design, professional finishing, document creation, direct mail, signs and graphics, promotional products, copying, and Corporate Print Solutions that include nationwide delivery.

The company offers FedEx Express® and FedEx Ground® shipping with the flexibility of Hold at FedEx Location and FedEx Returns, as well as packing services backed by the FedEx® Packing Pledge.



## C. Names, qualifications and experience of personnel

### A team of experts to support you

**Lisa Mihuc** | Regional Account Manager | 571.481.8749 | [lisa.mihuc@fedex.com](mailto:lisa.mihuc@fedex.com)

Lisa is dedicated to Mason's account management and is responsible for ensuring programs are in place to address the needs of the faculty, staff, and students. Lisa will continue to provide a business review, at regularly scheduled intervals, to discuss best practices and identify areas of focus for the following period.

**Donna Koppers**, Sales Manager, leads and develops sales teams and customer support strategy in a geographic market. Donna has oversight into every aspect of FedEx Office to ensure satisfaction related to Mason's needs and requirements.

**Muhammad Suleman**, Regional Solutions Consultant, is a client-focused position responsible for customer satisfaction by providing responsive service that enhances the delivery of FedEx Office products and services. The role encompasses extensive interaction with faculty and staff, over the phone, in-store and out of the store assisting with their quotes, projects, and training them how to use our e-commerce system. Muhammad will interact with faculty, staff, store managers, team members, and vendors to ensure the best customer experience.



**Joe Glasby**, Managing Director Sales, leads a regionally based sales team and maintains leadership responsibility for driving best practices and customer-centric behavior throughout the region.

**Andy Rodriguez**, Flagship Store Manager, will continue to build a relationship with the Mason and will help promote solutions that work for the faculty, staff, and students. Andy's team is empowered to exceed expectations by effectively executing processes and procedures that work for Mason.

**Bryan Hopkins**, District Manager, is responsible for all managers in a geographic area. Bryan trains and evaluates the efficiency and productivity of store managers by establishing performance standards and objectives to ensure consistency throughout the district.

**Adam Whittemore**, Managing Director, Operations, is accountable for the total performance of all field operations units within the region. This includes achieving the high standards and processes set forth by FedEx Office. In conjunction with the East VP of Operations, Adam establishes strategic direction and is accountable for consistent operational execution throughout his assigned geographical region.

## D.Reference



## 6. Specific Plan (Methodology):

Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:

### A. Approach to providing services



#### Online ordering made easy

As you become more mobile, we're evolving to keep you connected. Our e-commerce platform, Print On Demand ([Login | FedEx Office Print On Demand | FedEx Office](#)) gives you access to our powerful network, making it simple for you to create, manage, print and distribute all your print projects from anywhere, using any device.

We designed Print On Demand with you in mind. You'll find it's easy to navigate, with capabilities to expand your options, and Print On Demand functions the same whether you're using a laptop, tablet, or mobile device.

You'll benefit from the following features:

- Customizable login page with your logo
- Broad range of products
- Simple navigation
- Fast dynamic and responsive
- Easy drag and drop file upload
- Streamlined checkout process

You'll also have access to catalogs, online pricing, order history, invoicing, and the ability to print receipts should you need to. We'll email you order confirmation and completion notifications, and we even offer support for orders with special instructions.

With an expanded range of print capabilities just a click away, streamlining your custom content and campaigns from any device is easier than ever.

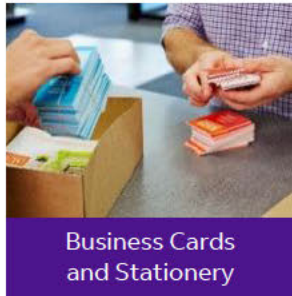


## Ordering options

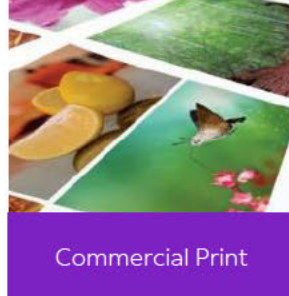
When you only have a hard copy or you find online ordering is not for you, we offer the following options:

- **Order in-person.** Hard copy access for local, in-person order submission at your convenient FedEx Office
- **Email order.** Electronic order submission at [GMUPrint@fedex.com](mailto:GMUPrint@fedex.com).

## Products and services



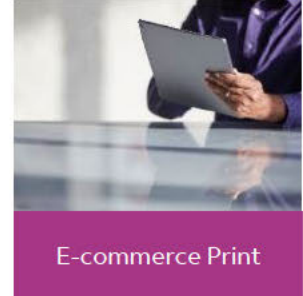
Brand consistent business cards, letterhead and envelopes through a customer website with a robust



State-of-the-art commercial printing capabilities including digital and full-color high-volume offset printing



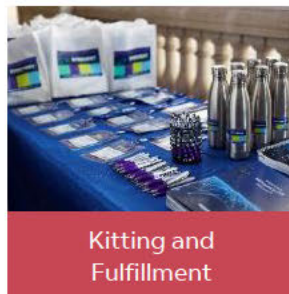
Grow your base and acquire new business using our robust Direct Mail offering



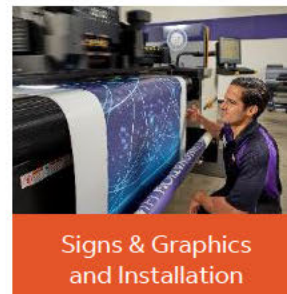
Access to a network of e-commerce capabilities that connect you with a faster way of doing business



Send printed materials to multiple nationwide locations with accuracy and speed



Custom assembly for a wide variety of projects that cannot be handled by machines



Grand-format printing on a wide variety of materials with multiple finishing options



Lockers take the guesswork out of package retrieval and elevate your customers' experience

## B. What, when and how services will be performed

### What you can expect

Discover a wide array of printing products and convenient services for every need. FedEx Office team members are ready to help Mason faculty and staff with print solutions that bring your ideas to life. That's why every project starts with a conversation with a FedEx Office team member to identify your intended audience, distribution needs and challenges. Then, using the capabilities of the largest printing network, we'll deliver innovative solutions to improve your speed to market, reduce costs and minimize waste.

As a primary solution provider for Mason, you can be confident FedEx Office has your best interests in mind. For Mason's faculty, staff, and students, all projects begin and end with your supporting FedEx Office located at 8365 Leesburg Pike, Suite D, Vienna, VA 22182.

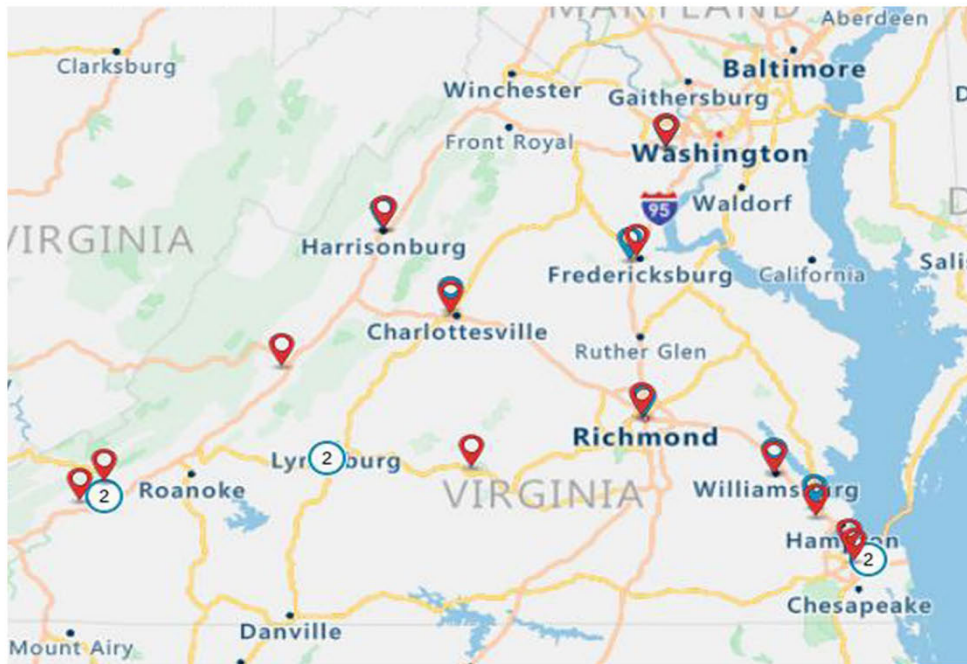
### Our network makes doing business easier

The FedEx Office nationwide commercial print network helps campuses like Mason compete more effectively. We take a different approach to help you save time and money. As experts in the print industry, we continuously adapt to the changing needs of our customers. We support you through our extensive network of more than 2,100 digitally connected stores and 18 manufacturing plants—providing you with a quick turn-around for all your print projects.

You can expect consistency in processes and procedures in all our locations, which translates to the same reliable customer service, products, and services for Mason. In addition, our color management system, standardized print equipment and print quality drives consistency across the FedEx Office network. The depth and breadth of our print network provides 24/7 operations and seamless redundancy if needed. This sets us apart from our competitors—and sets you up for success.

George Mason University among other universities throughout the state of Virginia are supported by FedEx Office.

Location	Address	City	ST	Zip	Miles	Store #	FedEx Office store name	Address	Address2	City	ST	Zip
VA Tech	290 College Ave	Blacksburg	VA	24061	4.61	132	Blacksburg VA Virginia Tech	2465 N Franklin St		Christiansburg	VA	24073
UVA	1827 University Ave	Charlottesville	VA	22903	1.26	117	Charlottesville VA Barracks Rd	2156 Barracks Road		Charlottesville	VA	22903
GMU	4400 Univesity Drive	Fairfax	VA	22030	0.56	1809	Fairfax VA University	10661 Braddock Rd		Fairfax	VA	22032
Longwood	201 High Street	Farmville	VA	23909	43.65	1337	Lynchburg VA	3911 Wards Rd	Ste E	Lynchburg	VA	24502
Mary Washington	1301 College Ave	Fredericksburg	VA	22401	2.47	254	Fredericksburg VA Route 3	12101 Amos Ln		Fredericksburg	VA	22407
JMU	800 South Main Street	Harrisonburg	VA	22807	0.19	179	Harrisonburg VA Main St	1010 S Main St		Harrisonburg	VA	22801
VMI	319 Letcher Ave	Lexington	VA	24450	33.29	1337	Lynchburg VA	3911 Wards Rd	Ste E	Lynchburg	VA	24502
CNU	1 Avenue of the Arts	Newport News	VA	23606	3.06	843	Newport News VA Oyster Pnt Rd	550 Oyster Point Rd	Ste F	Newport News	VA	23602
Norfolk Univ.	700 Park Ave	Norfolk	VA	23504	4.00	2601	Norfolk VA Military Circle	5957 E Virginia Beach Blvd	Ste 4	Norfolk	VA	23502
ODU	5115 Hampton Blvd	Norfolk	VA	23529	6.19	2601	Norfolk VA Military Circle	5957 E Virginia Beach Blvd	Ste 4	Norfolk	VA	23502
Radford	801 East Main Street	Radford	VA	24142	7.25	132	Blacksburg VA Virginia Tech	2465 N Franklin St		Christiansburg	VA	24073
VCU	907 Floyd Ave	Richmond	VA	23284	1.22	136	Richmond VA Downtown	1111 E Main St		Richmond	VA	23219
Willam & Mary	251 Ukrop Way	Williamsburg	VA	23185	0.93	172	Williamsburg VA Wm and Mary	200 Monticello Ave	Ste A	Williamsburg	VA	23185





## 7. Proposed Pricing

The pricing will be held for one year for Samples 1- 7 listed below.

### 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

Printer to provide: 1 complete hard contract color proof

4c Process Both Sides

3 - 16pg sigs

70.0# OPUS DULL TEXT

Printer to provide: 1 complete hard contract color proof

4c Process Both Sides

Client to provide PDF Single Page Files

Native Files, AAs, and Additional Proof Rounds Priced Upon Review Overs: 0.0%

Quantity 200,550



This job is quoted on a sheet fed press. This may be better suited for a web offset press that could offer a more economical 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



**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 8.5"x11"  
 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

**SAMPLE 4****1. Small Inquiry Card**

Size: 6 x 4.25  
 Ink: full digital color w/bleeds  
 Stock: 100# Cougar opaque cover

**2. Large Inquiry Card**

Size: 7 x 5  
 Ink: 4CP/black w/bleeds  
 Stock: 100# Cougar opaque cover

**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: 4 panels (including a tear off panel - panel #4 on the right)  
 Proof: 5/5 (4 color+ aqueous coating), with bleed

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: NIA (sample only for evaluation purposes)

List Info: Approximately 2,500 vs 5,000 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

Postage Service: Inkjet on mailing panel

Vendor to provide pricing options below:



2,500 quantity

5,000 quantity

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**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)

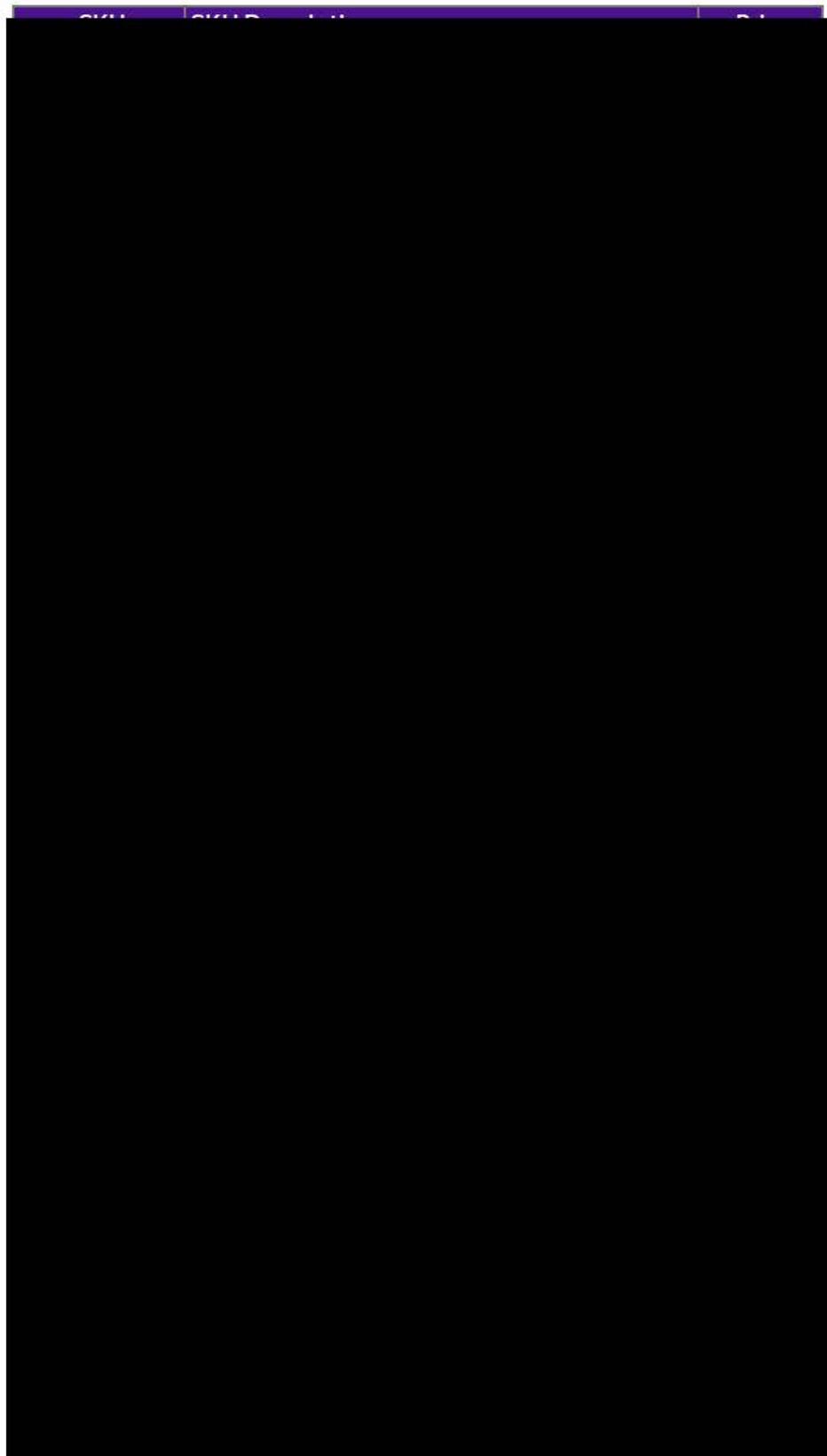
Ink: 4cp/4cp

Stock: white 60# spinnaker permanent vinyl label

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

QTY: 5,000

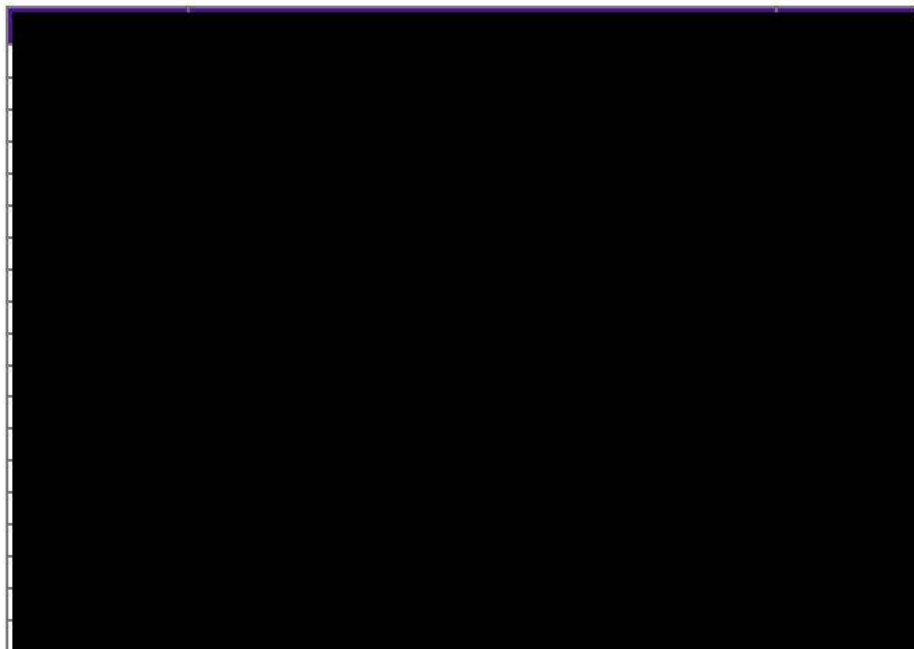
*Freight and postage are additional*



SKU	SKU Description	Price
40291	FS B&W S/S CCX3 Gloss Cover 11x17	\$0.3600
40292	FS B&W S/S CCXX3 Gloss Cover 11x17	\$0.3600
40293	FS B&W S/S CC4 Matte Cover 8.5x11	\$0.1800
40294	FS B&W S/S CCX4 Matte Cover 11x17	\$0.3600
40302	FS B&W D/S CC3 Gloss Cover 8.5x11	\$0.3600
40303	FS B&W D/S CCX3 Gloss Cover 11x17	\$0.7200
40304	FS B&W D/S CCXX3 Gloss Cover 11x17	\$0.7200
40305	FS B&W D/S CC4 Matte Cover 8.5x11	\$0.3600
40306	FS B&W D/S CCX4 Matte Cover 11x17	\$0.7200
40307	FS B&W D/S CCXX4 Matte Cover 12x18	\$0.7200
0065	FS Additional Services - Hand Placement	\$0.1250
0152	FS Additional Features - Document Manipulation	\$0.2000
0159	ES B&W S/S White Standard	\$0.0210
0162	ES B&W D/S White Standard	\$0.0420
0163	ES B&W D/S White 11x17	\$0.0840
0165	ES B&W S/S White 11x17	\$0.0420
1402	PnG B&W S/S 8.5x11 & 8.5x14	\$0.0210
1403	PnG B&W S/S 11x17	\$0.0420
1404	PnG B&W D/S 8.5x11 & 8.5x14	\$0.0420
1405	PnG B&W D/S 11x17	\$0.0840
0173	FS Color S/S 8.5x11 & 8.5x14	\$0.2100
0267	FS Color 8.5x14 S/S Standard	\$0.2100
0197	FS Color S/S 11x17	\$0.4200
0204	FS Color 12x18 S/S 24#	\$0.4200
0178	FS Color D/S 8.5x11 & 8.5x14	\$0.4200
0268	FS Color 8.5x14 D/S Standard	\$0.4200
0202	FS Color D/S 11x17	\$0.8400
0205	FS Color 12x18 D/S 24#	\$0.8400
2708	FS Color S/S 8.5x11 & 8.5x14 - 3 Hole	\$0.2100
2709	FS Color D/S 8.5x11 & 8.5x14 - 3 Hole	\$0.4200
0329	FS Color SS 8.5x11 Customer Provided	\$0.2100
0325	FS Color SS 8.5x14 Customer Provided	\$0.2100
0360	FS Color SS 11x17 Customer Provided	\$0.4200
0351	FS Color DS 8.5x11 Customer Provided	\$0.4200
0350	FS Color DS 8.5x14 Customer Provided	\$0.4200
0359	FS Color DS 11x17 Customer Provided	\$0.8400
0224	FS Color 8.5x11 S/S 32#	\$0.2500
0225	FS Color 8.5x14 S/S 32#	\$0.2500
0226	FS Color 11x17 S/S 32#	\$0.5000
0206	FS Color 12x18 S/S 32#	\$0.5000
0227	FS Color 8.5x11 D/S 32#	\$0.5000
0228	FS Color 8.5x14 D/S 32#	\$0.5000
0229	FS Color 11x17 D/S 32#	\$1.0000
0207	FS Color 12x18 D/S 32#	\$1.0000
0013	100 Brochures - D/S, Color, 32#, Tri-Fold	\$70.5000
0014	50 Postcards - 100# laser, D/S, Color	\$16.4800
0214	FS Color 8.5x11 D/S E0 Ultra Bright White	\$0.7900
0215	FS Color 8.5x14 D/S E0 Ultra Bright White	\$0.9800
0346	FS Color SS 8.5x11 Laser 100#	\$0.6200
0347	FS Color DS 8.5x11 Laser 100#	\$1.2400









## 8. Legal information

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

FedEx and its subsidiaries are subject to legal proceedings and claims that arise in the ordinary course of business. In the opinion of management, the aggregate liability (if any) with respect to these actions, will not materially adversely affect FedEx's financial position or results of operations or cash flows.

Such information is confidential and proprietary and is not released except as noted in our Annual Report or other publicly available information contained in documentation available through sources such as the website <http://www.edgar-online.com/>.

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.

Such information is confidential and proprietary and is not released except as noted in our Annual Report or other publicly available information contained in documentation available through sources such as the website <http://www.edgar-online.com/>.

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

Such information is confidential and proprietary and is not released except as noted in our Annual Report or other publicly available information contained in documentation available through sources such as the website <http://www.edgar-online.com/>.

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

No, FedEx Office has not had a name change in the past 10 years.

## Contract review

FedEx Office has performed a review of the George Mason University's University Wide Printing Services Request for Proposals GMU-JR0815-23 and reserves the right to negotiate terms and conditions at a later stage of negotiations. This response is not intended to constitute a legally binding offer or commitment on behalf of FedEx Office and is subject to George Mason University and FedEx Office negotiating acceptable commercial arrangements and signing legally binding documents.

# Appendix

The documents listed below follow this section.

- Addendum A
- Existing contract between George Mason University and FedEx Office

**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](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** FedEx Office and Print Services, Inc.

**Preparer Name:** Lisa Mihuc **Date:** 9/1/2023

**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: n/a 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: \_\_\_\_\_























































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