



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

## STANDARD CONTRACT GMU-SS0617-24

This Contract entered on this 15 day of July, 2024 (Effective Date) by The Sheridan Press, Inc hereinafter called "Contractor" (located at 450 Fame Avenue Hanover PA 17331) and George Mason University hereinafter called "Mason," or "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 furnish all necessary labor, materials, goods and service to provide for publication of the three (3) Law Journals (George Mason Law Review, Civil Rights Law Journal, Journal of Law, Economics Policy) for George Mason University as set forth in the Contract documents

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

**III. PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options.

**IV. PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges. **Individual item pricing can be located in pricing sheet attached. Pricing list below is grand total.**

George Mason Law Review	\$ 20,691.71
Civil Rights Law Journal	\$ 16,027.76
Journal of Law Economics and Policy	\$ 13,487.70

**V. CONTRACT ADMINISTRATION:** David A. Gabbay, Managing Editor, 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:** Net30. Contractor shall submit invoices directly to [acctpay@gmu.edu](mailto:acctpay@gmu.edu) with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, [acctpay@gmu.edu](mailto:acctpay@gmu.edu), whichever is later. Invoices must reference a Purchase Order number to be considered valid.

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

- A. This signed Contract;
- B. IFB No. GMU-SS0617-24, in its entirety (attached);
- C. Contractor's proposal dated 06/27/2024 (attached).

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

**IX. CONTRACT PARTICIPATION:** It is the intent of this Contract to allow for cooperative procurement. Accordingly, any

public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

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

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

## **X. STANDARD TERMS AND CONDITIONS:**

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

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

1. During the performance of this Contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
  - 1. The parties may agree in writing to modify the scope of this Contract.
  - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
    - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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



as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.

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

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

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

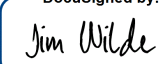
RR. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party 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.

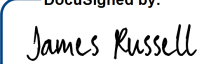
SS. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

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.

**The Sheridan Press, Inc.**

DocuSigned by:  
  
02DCF6BA4B784AC...  
Signature  
Name: Jim wilde  
Title: Vice President of Publication Group Sales  
Date: 7/17/2024

**George Mason University**

DocuSigned by:  
  
2F61E096C77E4DC...  
Signature  
Name: James Russell  
Title: Purchasing Director  
Date: 7/17/2024



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



**INVITATION FOR BID  
GMU-SS0617-24**

**ISSUE DATE:** June 17, 2024

**TITLE:** Printing: Law Journals

**PRIMARY PROCUREMENT OFFICER:** Sara Siddall, Strategic Sourcing Manager

**SECONDARY PROCUREMENT OFFICER:** James F. Russell, Director

**SEALED BID DUE DATE AND TIME:** June 28, 2024 @ 2:00PM Eastern Time (ET). **SEE SECTION XII.B.9 FOR DETAILS ON ELECTRONIC BID SUBMISSION.**

**PLEASE NOTE:** **BIDS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA OR IN PERSON.**

**IMPORTANT!** All communication with bidders will take place in Bonfire. Mason can only message bidders that have interacted with this specific IFB. Please ensure the appropriate person to handle IFB communication has submitted your bid in Bonfire.

In Compliance With This Invitation For Bid And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Services At The Price Indicated In SECTION XI, PRICING SCHEDULE.

Name and Address of Firm:

Legal Name: The Sheridan Press, Inc

Date: June 27, 2024

DBA: Sheridan PA

Address: 450 Fame Avenue, Hanover PA 17331

**Marian Lam**

Digitally signed by Marian Lam  
DN: cn=Marian Lam, o=The Sheridan  
Press, ou, email=marian.  
lam@sheridan.com, c=US  
Date: 2024.06.27 09:33:37 -04'00'

By: \_\_\_\_\_

Signature

FEI/FIN No. 52-0858752

Name: Marian Lam

Fax No. N/A

Title: VP Customer Analysis & Strategy, Publications

Email: marian.lam@sheridan.com AND karen.dutterer@sheridan.com Telephone No. 717-632-8448 Ext. 8126

SWaM Certified: Yes: \_\_\_\_\_ No: X (See Section V. 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.



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

**IFB ADDENDUM NO. 1:**

Date: June 18, 2024  
Reference: IFB # GMU-SS0617-24  
Title: Printing Law Journals  
RFP Issued: June 17, 2024  
Proposal Due Date: June 28, 2024 2:00 pm

The following notification is for the aforementioned IFB:

IFB GMU-SS0520-24 Printing Law Journals was cancelled on June 17, 2024. A Notice of Cancellation was posted on the IFB GMU-SS0520-24.

All interested bidders must submit a new bid under GMU-SS0617-24, and submissions under the original IFB GMU-SS0520-24 are not valid.

I hereby acknowledge receipt of Addendum No. 1 for GMU-SS0617-24, Printing Law Journals.

The Sheridan Press  
Offeror/Firm

Marian Lam  
Printed Name of Signer

Marian Lam  
Signature

Digitally signed by Marian Lam  
DN: cn=Marian Lam, o=The Sheridan Press,  
ou, email=marian.lam@sheridan.com, c=US  
Date: 2024.07.03 09:51:23 -04'00'

7/3/2024  
Date



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

**IFB ADDENDUM NO. 2:**

Date: June 24, 2024  
Reference: IFB # GMU-SS0617-24  
Title: Printing Law Journals  
RFP Issued: June 17, 2024  
Proposal Due Date: June 28, 2024 2:00 pm

The following questions were received and answers are below:

1. I have certifications held in the state of Texas. Can I apply without having the recommended certifications that are listed?  
**Answer: No certification is required to respond to this IFB.**
2. Can you tell us specifically what the changes are? It is difficult to review and compare. Any help would be greatly appreciated. Thank you.  
**Answer: The changes were the number of published copies required.**
3. Please know that within the submission section there is no request for us to attach document "F" but within the RFP itself there is mention that attachment "F" must be submitted. Can you please let us know if attachment "F" needs to be submitted?  
**Answer: Attachment F Sample Contract, does not need to be submitted.**

I hereby acknowledge receipt of Addendum No. 2 for GMU-SS0617-24, Printing Law Journals.

The Sheridan Press

Offeror/Firm

Marian Lam

Printed Name of Signer

**Marian Lam**  
Digitally signed by Marian Lam  
DN: cn=Marian Lam, o=The Sheridan Press,  
ou, email=marian.lam@sheridan.com, c=US  
Date: 2024.06.27 09:27:03 -04'00'

Signature

June 27, 2024

Date



## **XIV.ATTACHMENT A – GEORGE MASON LAW REVIEW (BT-17ST)**

**Quantity:**Approx. 175 copies per issue

**Page Count:**Approx. 375 for regular issue & 275 for symposium issue.

**Issues per year:**Four to five (subject to change)

**August (Symposium)**

**November (Regular)**

**Jan/Feb, if needed**

**Mar/April (Symposium)**

**May/June (Regular)**

**Trim size:**6 ½" x 9 ½"

### **Instructions**

- When pasting content, please use Paste Special as text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please follow the instructions provided along with this file to submit it back to Bonfire.
- You must bid on every item. To do so, all of the editable cells for the item must contain a valid value.
- To submit additional bids for an item, you must go to the Additional Responses tab.
- If you decide to submit an additional response for an item, then you must also complete a primary response bid for that item.
- Every item has a unique item number found in column D. To submit an additional bid for an item, enter the item number from the Primary Responses sheet into the blank item number cell on the Additional Responses sheet (column D).
- Entering the item number on the Additional responses sheet will cause the line to populate with item-specific info. An additional response can now be completed by filling in the blank cells with the bid information you wish to submit.
- You can submit as many additional bids for each item as you would like
- Please do not use Excel formulas in your responses



Primary Responses

Success: All data is valid!					Numeric	
Status	#	Item	UOM	Quantity Required	Unit Price	Total Cost

Pricing Schedule

Success: All values provided	#1-1	Publish 175 copies	Issue	4	\$ 2,182.00	\$ 8,728.00
Success: All values provided	#1-2	Add'l 100's RAST	C	4	\$ 891.68	\$ 3,566.72
Success: All values provided	#1-3	Add'l 4-page signature	Sig.	1	\$ 14.81	\$ 14.81
Success: All values provided	#1-4	Add'l 100's RAST	C	1	\$ 8.46	\$ 8.46
Success: All values provided	#1-5	Add'l 8-page signature	Sig.	1	\$ 29.63	\$ 29.63
Success: All values provided	#1-6	Add'l 100's RAST	C	1	\$ 16.93	\$ 16.93
Basket Total						\$ 12,364.55

Halftones, including stripping

Success: All values provided	#2-1	Halftones, including stripping 4 x 5"	Each	1	\$ 0.00	\$ 0.00
Success: All values provided	#2-2	Halftones, including stripping 5 x 7"	Each	1	\$ 0.00	\$ 0.00
Basket Total						\$ 0.00

Screentints, including stripping

Success: All values provided	#3-1	Screentints, including stripping 4 x 5"	Each	1	\$ 0.00	\$ 0.00
Success: All values provided	#3-2	Screentints, including stripping 5 x 7"	Each	1	\$ 0.00	\$ 0.00
Basket Total						\$ 0.00

Article Reprints - Side Stitched and Taped

Success: All values provided	#4-1	1-8 pages, 25 copies	Lot	1	\$ 78.00	\$ 78.00
Success: All values provided	#4-2	9-16 pages, 25 copies	Lot	1	\$ 78.00	\$ 78.00
Success: All values provided	#4-3	17-24 pages, 25 copies	Lot	1	\$ 78.00	\$ 78.00
Success: All values provided	#4-4	25-32 pages, 25 copies	Lot	1	\$ 91.00	\$ 91.00
Success: All values provided	#4-5	33-40 pages, 25 copies	Lot	1	\$ 103.00	\$ 103.00
Success: All values provided	#4-6	41-48 pages, 25 copies	Lot	1	\$ 116.00	\$ 116.00
Success: All values provided	#4-7	49-56 pages, 25 copies	Lot	1	\$ 128.00	\$ 128.00
Success: All values provided	#4-8	1-8 pages, 50 copies	Lot	3	\$ 110.00	\$ 330.00
Success: All values provided	#4-9	9-16 pages, 50 copies	Lot	4	\$ 110.00	\$ 440.00
Success: All values provided	#4-10	17-24 pages, 50 copies	Lot	2	\$ 110.00	\$ 220.00
Success: All values provided	#4-11	25-32 pages, 50 copies	Lot	2	\$ 125.00	\$ 250.00
Success: All values provided	#4-12	33-40 pages, 50 copies	Lot	1	\$ 139.00	\$ 139.00
Success: All values provided	#4-13	41-48 pages, 50 copies	Lot	1	\$ 154.00	\$ 154.00
Success: All values provided	#4-14	49-56 pages, 50 copies	Lot	2	\$ 168.00	\$ 336.00
Basket Total						\$ 2,541.00

Article Reprints - Saddle Stitched

Success: All values provided	#5-1	1-8 pages, 25 copies	Lot	3	\$ 78.00	\$ 234.00
Success: All values provided	#5-2	9-16 pages, 25 copies	Lot	4	\$ 78.00	\$ 312.00
Success: All values provided	#5-3	17-24 pages, 25 copies	Lot	2	\$ 78.00	\$ 156.00
Success: All values provided	#5-4	25-32 pages, 25 copies	Lot	2	\$ 91.00	\$ 182.00
Success: All values provided	#5-5	33-40 pages, 25 copies	Lot	1	\$ 103.00	\$ 103.00
Success: All values provided	#5-6	41-48 pages, 25 copies	Lot	1	\$ 116.00	\$ 116.00
Success: All values provided	#5-7	49-56 pages, 25 copies	Lot	2	\$ 128.00	\$ 256.00

Success: All values provided	#5-8	1-8 pages, 50 copies	Lot	1	\$ 110.00	\$ 110.00
Success: All values provided	#5-9	9-16 pages, 50 copies	Lot	2	\$ 110.00	\$ 220.00
Success: All values provided	#5-10	17-24 pages, 50 copies	Lot	2	\$ 110.00	\$ 220.00
Success: All values provided	#5-11	25-32 pages, 50 copies	Lot	3	\$ 125.00	\$ 375.00
Success: All values provided	#5-12	33-40 pages, 50 copies	Lot	3	\$ 139.00	\$ 417.00
Success: All values provided	#5-13	41-48 pages, 50 copies	Lot	3	\$ 154.00	\$ 462.00
Success: All values provided	#5-14	49-56 pages, 50 copies	Lot	4	\$ 168.00	\$ 672.00
Basket Total	\$ 3,835.00					

Alterations, per hour

Success: All values provided	#6-1	Alterations	per hour	5	\$ 85.00	\$ 425.00
Basket Total	\$ 425.00					

Handling and Mailing

Success: All values provided	#7-1	Handling & Mailing	Lot	4	\$ 381.54	\$ 1,526.16
Basket Total	\$ 1,526.16					

State Papers Quoted

Success: All values provided	#8-1	State papers quoted	n/a	0	\$ 0.00	\$ 0.00
Basket Total	\$ 0.00					

Grand Total

Success: All values provided	#9-1	Grand Total	n/a	0	\$ 20,691.71	\$ 0.00
Basket Total	\$ 0.00					
Grand Total	\$ 20,691.71					



## **XV.ATTACHMENT B – CIVIL RIGHTS LAW JOURNAL (BT-36HS)**

**Quantity:90 copies per issue**

**Page Count:Approx. 250**

**Issues per year:Three (subject to change).**

**-October**

**-April**

**-June**

**Trim size:6 ½" x 9 ½"**

### **Instructions**

- When pasting content, please use Paste Special as text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please follow the instructions provided along with this file to submit it back to Bonfire.
- You must bid on every item. To do so, all of the editable cells for the item must contain a valid value.
- To submit additional bids for an item, you must go to the Additional Responses tab.
- If you decide to submit an additional response for an item, then you must also complete a primary response bid for that item.
- Every item has a unique item number found in column D. To submit an additional bid for an item, enter the item number from the Primary Responses sheet into the blank item number cell on the Additional Responses sheet (column D).
- Entering the item number on the Additional responses sheet will cause the line to populate with item-specific info. An additional response can now be completed by filling in the blank cells with the bid information you wish to submit.
- You can submit as many additional bids for each item as you would like
- Please do not use Excel formulas in your responses.

Primary Responses

Success: All data is valid!

					Numeric	
Status	#	Item	UOM	Quantity Required	Unit Price	Total Cost

Pricing Schedule

Success: All values provided	#1-1	Publish 90 copies	Issue	4	\$ 1,254.55	\$ 5,018.20
Success: All values provided	#1-2	Add'l 100's RAST	C	4	\$ 739.33	\$ 2,957.32
Success: All values provided	#1-3	Add'l 4-page signature	Sig.	1	\$ 7.62	\$ 7.62
Success: All values provided	#1-4	Add'l 100's RAST	C	1	\$ 8.46	\$ 8.46
Success: All values provided	#1-5	Add'l 8-page signature	Sig.	1	\$ 15.23	\$ 15.23
Success: All values provided	#1-6	Add'l 100's RAST	C	1	\$ 16.93	\$ 16.93
Basket Total						\$ 8,023.76

Halftones, including stripping

Success: All values provided	#2-1	Halftones, including stripping 4 x 5"	Each	1	\$ 0.00	\$ 0.00
Success: All values provided	#2-2	Halftones, including stripping 5 x 7"	Each	1	\$ 0.00	\$ 0.00
Basket Total						\$ 0.00

Screentints, including stripping

Success: All values provided	#3-1	Screentints, including stripping 4 x 5"	Each	1	\$ 0.00	\$ 0.00
Success: All values provided	#3-2	Screentints, including stripping 5 x 7"	Each	1	\$ 0.00	\$ 0.00
Basket Total						\$ 0.00

Article Reprints - Side Stitched and Taped

Success: All values provided	#4-1	1-8 pages, 25 copies	Lot	1	\$ 78.00	\$ 78.00
Success: All values provided	#4-2	9-16 pages, 25 copies	Lot	1	\$ 78.00	\$ 78.00
Success: All values provided	#4-3	17-24 pages, 25 copies	Lot	1	\$ 78.00	\$ 78.00
Success: All values provided	#4-4	25-32 pages, 25 copies	Lot	1	\$ 91.00	\$ 91.00
Success: All values provided	#4-5	33-40 pages, 25 copies	Lot	1	\$ 103.00	\$ 103.00
Success: All values provided	#4-6	41-48 pages, 25 copies	Lot	1	\$ 116.00	\$ 116.00
Success: All values provided	#4-7	49-56 pages, 25 copies	Lot	1	\$ 128.00	\$ 128.00
Success: All values provided	#4-8	1-8 pages, 50 copies	Lot	3	\$ 110.00	\$ 330.00
Success: All values provided	#4-9	9-16 pages, 50 copies	Lot	4	\$ 110.00	\$ 440.00

Success: All values provided	#4-10	17-24 pages, 50 copies	Lot	2	\$ 110.00	\$ 220.00
Success: All values provided	#4-11	25-32 pages, 50 copies	Lot	2	\$ 125.00	\$ 250.00
Success: All values provided	#4-12	33-40 pages, 50 copies	Lot	1	\$ 139.00	\$ 139.00
Success: All values provided	#4-13	41-48 pages, 50 copies	Lot	1	\$ 154.00	\$ 154.00
Success: All values provided	#4-14	49-56 pages, 50 copies	Lot	2	\$ 168.00	\$ 336.00
Basket Total						\$ 2,541.00

Article Reprints - Saddle Stitched

Success: All values provided	#5-1	1-8 pages, 25 copies	Lot	3	\$ 78.00	\$ 234.00
Success: All values provided	#5-2	9-16 pages, 25 copies	Lot	4	\$ 78.00	\$ 312.00
Success: All values provided	#5-3	17-24 pages, 25 copies	Lot	2	\$ 78.00	\$ 156.00
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Success: All values provided	#5-13	41-48 pages, 50 copies	Lot	3	\$ 154.00	\$ 462.00
Success: All values provided	#5-14	49-56 pages, 50 copies	Lot	4	\$ 168.00	\$ 672.00
Basket Total						\$ 3,835.00

Alterations, per hour

Success: All values provided	#6-1	Alterations	per hour	5	\$ 85.00	\$ 425.00
Basket Total						\$ 425.00

Handling and Mailing

Success: All values provided	#7-1	Handling & Mailing	Lot	4	\$ 300.75	\$ 1,203.00
Basket Total						\$ 1,203.00

State Papers Quoted

Success: All values provided	#8-1	State papers quoted	n/a	0	\$ 0.00	\$ 0.00
Basket Total						\$ 0.00

Grand Total

Success: All values provided	#9-1	Grand Total	n/a	0	\$ 16,027.76	\$ 0.00
Basket Total						\$ 0.00
Grand Total						\$ 16,027.76





## XVI. ATTACHMENT C – JOURNAL OF LAW, ECONOMICS & POLICY (BT-37GR)

Quantity: Approx. 60 copies per issue

Page Count: Approx. 150-175

Issues per year: Three to four (subject to change).

- January
- March/April
- May/June
- November

Trim size: 6 1/2" x 9 1/2"

### Instructions

- When pasting content, please use Paste Special as text without any formatting.
- You can only submit text based responses, please do not use special characters like emojis.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please follow the instructions provided along with this file to submit it back to Bonfire.
- You must bid on every item. To do so, all of the editable cells for the item must contain a valid value.
- To submit additional bids for an item, you must go to the Additional Responses tab.
- If you decide to submit an additional response for an item, then you must also complete a primary response bid for that item.
- Every item has a unique item number found in column D. To submit an additional bid for an item, enter the item number from the Primary Responses sheet into the blank item number cell on the Additional Responses sheet (column D).
- Entering the item number on the Additional responses sheet will cause the line to populate with item-specific info. An additional response can now be completed by filling in the blank cells with the bid information you wish to submit.
- You can submit as many additional bids for each item as you would like
- Please do not use Excel formulas in your responses.

Primary Responses

Success: All data is valid!

					Numeric	
Status	#	Item	UOM	Quantity Required	Unit Price	Total Cost

Pricing Schedule

Success: All values provided	#1-1	Publish 60 copies	Issue	4	\$ 860.79	\$ 3,443.16
Success: All values provided	#1-2	Add'l 100's RAST	C	4	\$ 527.73	\$ 2,110.92
Success: All values provided	#1-3	Add'l 4-page signature	Sig.	1	\$ 5.07	\$ 5.07
Success: All values provided	#1-4	Add'l 100's RAST	C	1	\$ 8.46	\$ 8.46
Success: All values provided	#1-5	Add'l 8-page signature	Sig.	1	\$ 10.16	\$ 10.16
Success: All values provided	#1-6	Add'l 100's RAST	C	1	\$ 16.93	\$ 16.93
Basket Total						\$ 5,594.70

Halftones, including stripping

Success: All values provided	#2-1	Halftones, including stripping 4 x 5""	Each	1	\$ 0.00	\$ 0.00
Success: All values provided	#2-2	Halftones, including stripping 5 x 7""	Each	1	\$ 0.00	\$ 0.00
Basket Total						\$ 0.00

Screentints, including stripping

Success: All values provided	#3-1	Screentints, including stripping 4 x 5""	Each	1	\$ 0.00	\$ 0.00
Success: All values provided	#3-2	Screentints, including stripping 5 x 7""	Each	1	\$ 0.00	\$ 0.00
Basket Total						\$ 0.00

Article Reprints - Side Stitched and Taped

Success: All values provided	#4-1	1-8 pages, 25 copies	Lot	1	\$ 78.00	\$ 78.00
Success: All values provided	#4-2	9-16 pages, 25 copies	Lot	1	\$ 78.00	\$ 78.00
Success: All values provided	#4-3	17-24 pages, 25 copies	Lot	1	\$ 78.00	\$ 78.00
Success: All values provided	#4-4	25-32 pages, 25 copies	Lot	1	\$ 91.00	\$ 91.00
Success: All values provided	#4-5	33-40 pages, 25 copies	Lot	1	\$ 103.00	\$ 103.00
Success: All values provided	#4-6	41-48 pages, 25 copies	Lot	1	\$ 116.00	\$ 116.00
Success: All values provided	#4-7	49-56 pages, 25 copies	Lot	1	\$ 128.00	\$ 128.00
Success: All values provided	#4-8	1-8 pages, 50 copies	Lot	3	\$ 110.00	\$ 330.00
Success: All values provided	#4-9	9-16 pages, 50 copies	Lot	4	\$ 110.00	\$ 440.00

Success: All values provided	#4-10	17-24 pages, 50 copies	Lot	2	\$ 110.00	\$ 220.00
Success: All values provided	#4-11	25-32 pages, 50 copies	Lot	2	\$ 125.00	\$ 250.00
Success: All values provided	#4-12	33-40 pages, 50 copies	Lot	1	\$ 139.00	\$ 139.00
Success: All values provided	#4-13	41-48 pages, 50 copies	Lot	1	\$ 154.00	\$ 154.00
Success: All values provided	#4-14	49-56 pages, 50 copies	Lot	2	\$ 168.00	\$ 336.00
Basket Total						\$ 2,541.00

Article Reprints - Saddle Stitched

Success: All values provided	#5-1	1-8 pages, 25 copies	Lot	3	\$ 78.00	\$ 234.00
Success: All values provided	#5-2	9-16 pages, 25 copies	Lot	4	\$ 78.00	\$ 312.00
Success: All values provided	#5-3	17-24 pages, 25 copies	Lot	2	\$ 78.00	\$ 156.00
Success: All values provided	#5-4	25-32 pages, 25 copies	Lot	2	\$ 91.00	\$ 182.00
Success: All values provided	#5-5	33-40 pages, 25 copies	Lot	1	\$ 103.00	\$ 103.00
Success: All values provided	#5-6	41-48 pages, 25 copies	Lot	1	\$ 116.00	\$ 116.00
Success: All values provided	#5-7	49-56 pages, 25 copies	Lot	2	\$ 128.00	\$ 256.00
Success: All values provided	#5-8	1-8 pages, 50 copies	Lot	1	\$ 110.00	\$ 110.00
Success: All values provided	#5-9	9-16 pages, 50 copies	Lot	2	\$ 110.00	\$ 220.00
Success: All values provided	#5-10	17-24 pages, 50 copies	Lot	2	\$ 110.00	\$ 220.00
Success: All values provided	#5-11	25-32 pages, 50 copies	Lot	3	\$ 125.00	\$ 375.00
Success: All values provided	#5-12	33-40 pages, 50 copies	Lot	3	\$ 139.00	\$ 417.00
Success: All values provided	#5-13	41-48 pages, 50 copies	Lot	3	\$ 154.00	\$ 462.00
Success: All values provided	#5-14	49-56 pages, 50 copies	Lot	4	\$ 168.00	\$ 672.00
Basket Total						\$ 3,835.00

Alterations, per hour

Success: All values provided	#6-1	Alterations	per hour	5	\$ 85.00	\$ 425.00
Basket Total						\$ 425.00

Handling and Mailing

Success: All values provided	#7-1	Handling & Mailing	Lot	4	\$ 273.00	\$ 1,092.00
Basket Total						\$ 1,092.00

State Papers Quoted

Success: All values provided	#8-1	State papers quoted	n/a	0	\$ 0.00	\$ 0.00
Basket Total						\$ 0.00

Grand Total

Success: All values provided	#9-1	Grand Total	n/a	0	\$ 13,487.70	\$ 0.00
Basket Total						\$ 0.00
Grand Total						\$ 13,487.70

**XVII. ATTACHMENT D – SMALL BUSINESS SUBCONTRACTING PLAN**

Bidders must advise any portion of this contract that will be subcontracted. All potential bidders are required to include this document with their bid response 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 for bids. 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 bid 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).

**Bidder 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 bid to be considered and the bidder to be declared responsive, the bidder 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 bidder'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 bidder'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 this 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: \_\_\_\_\_



**XVIII. ATTACHMENT E - VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid non-responsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements. Bidders shall have a minimum of five (5) years’ experience providing the required services.
2. Vendor’s Primary Contact: Name: Karen Dutterer, Sales Executive Phone: 717-476-6213
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
109 Years \_\_\_\_\_ Months
1. References: Indicate below a listing of at least three (3) current or recent accounts, preferably from other comparable higher education institutions, that your company is servicing, has serviced, or has provided similar goods/services.

- A. Company: Northwestern University School of Law Contact: Jim McMasters  
Phone :(312) 503-2090 Fax: N/A  
e-mail address: j-mcmasters@law.northwestern.edu

B. Company: University of Chicago School of Law Contact Claire Parins  
Phone : (773-702-9593) Fax: N/A  
e-mail address: claireparins@uchicago.edu

C. Company: Columbia Law Review Association Contact: Ines Dubbels  
Phone :(212) 854-4398 Fax: N/A  
e-mail address: idubbe@law.columbia.edu

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone : (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
e-mail address: \_\_\_\_\_

I certify the accuracy of this information:

Signed: *Karen Dutterer* Title: Sales Executive

Printed Name: Karen Dutterer Date: 6/6/2024