



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

STANDARD CONTRACT GMU-1878-23-02

This Contract entered on this 22nd day of August, 2024 (Effective Date) by Cogent Strategies, LLC hereinafter called “Contractor” (located at 2550 M Street NW, 3rd Floor, Washington, DC 20037) and George Mason University hereinafter called “Mason,” “University”.

- I. WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. SCOPE OF CONTRACT:** The Contractor shall provide strategic communications and media relations services for the Office of University Branding and other Mason departments, as needed, of George Mason University as set forth in the Contract documents. George Mason University cannot guarantee a minimum amount of business under this Contract.

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

- 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. The Contractor shall not provide any services without first receiving a purchase order authorizing the commencement of work, nor shall the Contractor provide services in excess of the purchase order total.

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

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

Labor Category	Hourly Rate
Managing Director	\$350
Senior Vice President	\$325
Vice President	\$300
Director	\$200
Manager	\$175
Senior Associate	\$150
Associate	\$125
Analyst	\$100

- V. CONTRACT ADMINISTRATION:** John Hollis, Media Relations Manager, Office of University Branding, shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. METHOD OF PAYMENT:** Paymode-X, Net30. Contractor shall submit invoices directly to 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, whichever is later. Invoices must reference a Purchase Order number to be considered valid. The Contractor's invoice shall provide an hourly breakdown of all work authorized under the purchase order that will include, by hour, 1) the named person, 2) their labor category & hourly rate, 3) the activity or action performed, and 4) the date of service.

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

- A. This signed Contract;
- B. Negotiation Response dated July 3, 2024 (attached);
- C. RFP No. GMU-1878-23 in its entirety (attached);
- D. Contractor's proposal dated October 24, 2023 (attached).

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

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

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

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University and Contractor 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 either party 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 and Mason mutually agree 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 parties agree as follows:

- a. The parties 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 party. The parties agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The parties, in all solicitations or advertisements for employees placed by or on behalf of the party, will state that such party 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 one (1) year 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 30 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 that are mutually agreed upon 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 mutual agreement between the parties in writing.

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. 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.

M. 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.

N. 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.

O. 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.
- P. **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.
- Q. **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.
- R. **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.
- S. **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.
- T. **EXPORT CONTROL:**
 1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

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

- U. FORCE MAJEURE: Mason and Contractor 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 either party, 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 either party 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 30 days.
- V. 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 confirmed upon issuance of a purchase order. 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 upon mutually agreed pricing, terms and conditions, but in no case, higher than the hourly rates as negotiated in IV. Price Schedule.
- W. 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.
- X. INDEMNIFICATION: To the extent provided by the laws of the Commonwealth of Virginia, Mason shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Contract. The Contractor agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to persons not a party to this Contract. Nothing herein shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia or require Mason to indemnify, defend, or hold harmless Contractor for claims brought against Contractor.
- Y. 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.
- Z. 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.

- AA. 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 non-owned and hired vehicles in an amount not less than \$1,000,000 per occurrence. During the duration of this Contract, should the Consultant own or lease any vehicles, Consultant shall immediately procure and maintain additional automobile liability insurance covering owned and leased vehicles
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.

BB. 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 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.

Mason recognizes that Contractor brings to this Contract pre-existing know-how, skill, techniques, trade secrets, knowledge, methods, forms, designs, and other intellectual property and materials (the "Pre-Existing Materials") to assist Contractor in the performance of the services under this Contract. Mason acknowledges that these Pre-Existing Materials are and will remain the sole and exclusive property of Contractor.

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.

CC. 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).

DD. 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.

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

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

by Mason's designated representative.

- GG. REMEDIES: If either party breaches this Contract, in addition to any other rights or remedies, either party may terminate this Contract with written notice.
- HH. RENEWAL OF CONTRACT: This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- II. REPORTING OF CRIMES, ACCIDENTS, FIRES AND OTHER EMERGENCIES: Any Mason Employee, including contracted service providers, who is not a staff member in Counseling and Psychological Services (CAPS) or a pastoral counselor, functioning within the scope of that recognition, is considered a "Campus Security Authority (CSA)." CSAs must promptly report all crimes and other emergencies occurring on or near property owned or controlled by Mason to the Department of Police & Public Safety or local police and fire authorities by dialing 9-1-1. At the request of a victim or survivor, identifying information may be excluded from a report (e.g., names, initials, contact information, etc.). Please visit the following website for more information and training: <http://police.gmu.edu/clery-act-reporting/campus-security-authority-csa/>."
- JJ. RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. SEVERABILITY: Should any portion of this Contract be declared invalid or unenforceable for any reason, such portion is deemed severable from the Contract and the remainder of this Contract shall remain fully valid and enforceable.
- LL. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor, 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/>.

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

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

PP. UNIVERSITY DATA SECURITY: Data security is of paramount concern to Mason. Contractor will utilize, store and process University Data in a secure environment in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type,

and in no event less than reasonable in view of the type and nature of the data involved. At a minimum, Contractor shall use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods to protect University Data.

- 1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
- 2. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

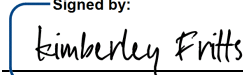
QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party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

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

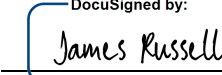
RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason’s review and approval.

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

Cogent Strategies LLC

Signed by:

Signature 70CB7ECCB8664D1...
Name: Kimberley Fritts
Title: Founder and CEO
Date: 8/21/2024

George Mason University

DocuSigned by:

Signature 2F63E096C77E4DC...
Name: James Russell
Title: Purchasing Director
Date: 8/22/2024



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

July 3, 2024

Ms. Kimberley Fritts
Founder & CEO – kfritts@cogent-strategies.com
Cogent Strategies LLC (herein referred to as “Cogent”)
2550 M Street NW
Washington, DC 20037

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

Dear Ms. Fritts:

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

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

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

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

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

Cogent Response: Cogent works on a fixed monthly retainer; however, Cogent will engage in Section 1(a) and 1(b) based on the below discounted hourly rates. In addition, Cogent agrees to pre-approval of expenses and invoicing.

Managing Director - \$350 per hour
Sr. Vice President - \$325 per hour
Vice President - \$300 per hour
Director - \$200 per hour
Manager - \$175 per hour
Sr. Associate - \$150 per hour
Associate - \$125 per hour
Analyst - \$100 per hour

Mason’s Response: Mason understands that you have previously provided services to Mason on an ad-hoc basis. An analysis of those invoices show that your actual hourly rate appears to be approximately 45% of the rates charged above. Mason does not wish to pay more for services than what has previously been paid. Will you agree to charge us at 45% of the above rates so that your hourly rate aligns with your “true” rate structure?

Please also confirm Cogent will allow the use of their media tracking resources at no additional cost.

Cogent Response: Cogent will not agree to further reduce the already discounted hourly rates. Cogent's scope of work and hourly rates as outlined in our response to the RFP were based on the expanded scope of work and services as well as additional team members that will be providing the work product. Because GMU is a longstanding client, Cogent provided a professional discount of 30 percent based on the hourly rates provided.

Cogent confirms the use of our media tracking resources at no additional cost to Mason.

Mason's Response: Irrespective of the discounted hourly rates, will Cogent agrees to provide a special blended rate for ongoing objectives from the Office of University Branding as follows:

Office Of University Branding at \$10,000 for 60 hours of work per month. The rate shall be prorated as follows:

51-60 hours per month- \$10,000

41-50 hours per month- \$8,000

31-40 hours per month- \$6,000

21-30 hours per month- \$4,000

11-20 hours per month- \$3,000

10 hours or less per month shall be billed at the discounted hourly rate.

Cogent agrees to track their hours and provide an hourly accounting of hours worked with a notation of tasks performed during that time. Cogent shall not perform work or bill above 60 hours per month except when authorized by contractual amendment.

Cogent Response: Since 2020, Cogent has worked to promote George Mason University, and has been responsive to Mason's needs and requests in a timely and professional manner. Cogent has never billed Mason overages when our work exceeded the retainer. When Cogent responded to Mason's RFP, we reviewed our response to the expanded scope of work, took into account the additional talent we would need to perform the scope of work, calculated the fee and then as a professional courtesy, reduced that fee by 30 percent. Therefore, Cogent will not agree to further reduce our already discounted hourly rates, but will provide a special blended rate, prorated as follows:

51-60 hours per month- \$14,000

41-50 hours per month- \$12,000

31-40 hours per month- \$10,000

21-30 hours per month- \$8,000

20 hours or less per month shall be billed at the discounted hourly rates that were provided in our initial response.

As mentioned in our response to Section 4(d), Cogent will provide a monthly summary description reflecting activities Cogent performed for Mason, along with a breakdown of the total hours per labor category during the invoicing period. Cogent will not perform work or bill above 60 hours per month except when there is a mutually agreed contractual amendment.

Mason's Response: Thank you for your most recent response. Unfortunately, we will not agree to the rate structure or all of the red-lines you have provided. Please see our final offer in the next paragraph as well as contractual red-lines. If you are unable to accept, we will consider negotiations deadlocked and will discontinue further communications for this RFP.

We will agree to your hourly rates as negotiated. We will not use a flat rate structure as suggested above. You agree that you will invoice us monthly against a purchase order. Cogent's shall provide an hourly breakdown of all work authorized under the purchase order that will include, by hour, 1) the named person, 2) their labor category & hourly rate, 3) the activity or action performed, and 4) the date of service. Cogent shall not provide a monthly summary of activities performed in lieu of an hourly one.

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

Cogent Response: Mason may request access to Cogent's PR Newswire subscription at cost to be passed through on monthly invoices with no additional markup.

Mason's Response: Accept

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

Cogent Response: Cogent understands and confirms Mason's travel and reimbursement policy.

Mason's Response: Accept

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

Cogent Response: Cogent understands that work cannot begin until a PO has been issued; invoices are submitted after services are rendered and invoices will be paid Net 30. Regarding Section 4(d), Cogent will agree to provide a monthly summary description reflecting the specific activities that Cogent performed for Mason along with a breakdown of the total hours per labor category during the invoicing period.

Mason's Response: Accept

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

Cogent Response: Cogent agrees to provide a monthly activity report. Weekly reports will cause undue paperwork and an administrative burden when hours would be best utilized for work product.

Mason's Response: Accept

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

Cogent Response: Cogent will be available within 24 hours notice for a crisis via video conference or telephone with no additional hourly rate charges. If Mason requests Cogent to be on campus for a crisis within 24 hours of notice, Cogent will attempt to make arrangements to do so.

Mason's Response: Accept

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

Cogent Response: Cogent provides standard NDA language in all our contracts. Should a separate NDA need to be executed, we would comply.

Mason's Response: Accept

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

Cogent Response: Cogent does not currently have any conflicts of interest. Should a potential conflict arise, Cogent will notify Mason and work to resolve any potential conflicts of interest.

Mason's Response: Accept

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

Cogent Response: Cogent cannot provide any additional discounts due to Cogent providing Mason a professional discount in its base proposed fee. The level of work outlined in the RFP was \$20,000 per month and we capped at \$14,000 per month.

Mason's Response: Mason accepts no additional discount can be provided. The final contract will be based on agreed hourly rates and actual hours worked.

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

Cogent Response: All Cogent contracts include a 30 day termination notice. As stated above, Cogent would immediately alert Mason to any potential conflict of interest whereby both parties would agree to resolve the potential conflict. If no agreement could be agreed upon, Cogent would agree to 30 day notice of termination. As a professional services company, Cogent personnel on accounts can change from time to time based on expertise and needs of Mason. Because of this, Cogent cannot agree to potential termination due to personnel changes.

Mason's Response: Accept

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

Cogent Response: Cogent will not add additional terms and conditions to Mason SOW.

Mason's Response: Accept

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

Cogent Response: Cogent prefers to use their standard contract with similar provisions that were mutually agreed by both parties in previous contracts.

Mason's Response: Use of Mason's standard contract is required. You may add in additional terms for Mason's review. Please advise if you take acceptations to Mason's Standard Contract.

Cogent Response: Cogent confirms to accept Mason's Standard Contract with the understanding by both parties that Cogent will be allowed to add or revise the terms within the contract of which both parties can mutually agree to.

Mason's Response: Please provide your redlines to the attached Standard Contract. Any contract edits must be reviewed by Mason prior to the conclusion of negotiations or any potential contract award.

Please advise if you have any questions or need clarification before responding. A response is requested by 5:00 PM on July 10, 2024. Let me know if additional response time is required.

Regards,

A handwritten signature in black ink that reads "Erin Rauch". The signature is written in a cursive, flowing style.

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



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



REQUEST FOR PROPOSALS GMU-1878-23

ISSUE DATE: September 22, 2023

TITLE: Strategic Communications & Media Relations

PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director

SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

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

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

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

Name and Address of Firm:

Legal Name: _____ Date: _____

DBA: _____

Address: _____

By: _____

Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

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GMU-1878-23

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

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

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

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

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

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

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

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

- V. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access any resulting contract if authorized by the contractor.

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

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

Use of the resulting contract(s) does not preclude any participating entity from using other contracts or competitive processes as needed.

- VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution,

website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors agree to self-register in eVA and pay the Vendor Transaction Fees prior to being awarded a contract. Registration instructions and transaction fees may be viewed at: <https://eva.virginia.gov/>

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

VIII. SMALL BUSINESS SUBCONTRACTING PLAN: All potential offerors are required to fill out and submit Attachments A with their proposal.

Note: Invoices shall only be submitted to Mason by the entity awarded a contract. Subcontractors cannot submit invoices to Mason under any resulting contract.

IX. PERIOD OF PERFORMANCE: One (1) year from Effective Date of contract with four (4) successive one-year renewal options (or as negotiated).

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

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

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

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

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

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

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

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. **GENERAL REQUIREMENTS:**

1. **RFP Response:** In order to be considered, Offerors must submit a complete response to Mason's Purchasing Office prior to the due date and time stated in this RFP. Offerors are required to submit one (1) signed copy of the entire proposal including all attachments and proprietary information. If the proposal contains proprietary information, then submit two (2) proposals must be submitted; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2d below for further details). The Offeror shall make no other distribution of the proposals.

At the conclusion of the RFP process proposals with proprietary information removed (redacted versions) shall be provided to requestors in accordance with Virginia's Freedom of Information Act. Offerors will not be notified of the release of this information.

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

The following shall apply:

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

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

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

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

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

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

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

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

1. Procedural information:

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

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

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

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

Rates must include all travel-related expenses and overhead costs if the consultant is within a 50-mile radius of Mason's Fairfax campus. If the consultant is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be reimbursed in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.
6. In your proposal response please address the following:
 - a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of products/services offered and suitability for the intended purpose	25
2.	Qualifications and experiences of offeror in providing the goods/services, including references	20
3.	Specific plans or methodology to be used to provide the services	20

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

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

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

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

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVII. **SOLICITATION TERMS AND CONDITIONS:**

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

XVIII. RFP SCHEDULE (Subject to Change):

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

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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

ATTACHMENT B – SAMPLE CONTRACT GMU-1878-23

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

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

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

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

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

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

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

X. STANDARD TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name	George Mason University
Signature _____	Signature _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



RESPONSE TO REQUEST FOR PROPOSALS (GMU-1878-23): George Mason University

October 24, 2023



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(XIII. B.) **SPECIFIC REQUIREMENTS**

(XIII. B. 1.) **PROCEDURAL INFORMATION**

(XIII. B. 1. a.) **Return signed cover page and all addenda, if any, signed and completed as required.**

(See next page)



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



REQUEST FOR PROPOSALS GMU-1878-23

ISSUE DATE: September 22, 2023

TITLE: Strategic Communications & Media Relations

PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director

SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

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

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

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

Name and Address of Firm:

Legal Name: Cogent Strategies LLC

Date: October 9, 2023

DBA: _____

Address: 2550 M Street NW, 3rd Floor

By: 
Signature

Washington, DC 20037

FEI/FIN No. 82-3355541

Name: Kimberley Fritts

Fax No. _____

Title: Founder & CEO

Email: kfritts@cogent-strategies.com

Telephone No. (202) 569-5561

SWaM Certified: Yes: _____ No: X (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.



(XIII. B. 1.) **PROCEDURAL INFORMATION**

(XIII. B. 1. b.) **Return Attachment A - Small Business Subcontracting Plan.**

(See next two pages)

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Cogent Strategies LLC

Preparer Name: Kimberley Fritts **Date:** October 9, 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: _____ 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: _____



(XIII. B. 1.) **PROCEDURAL INFORMATION**

(XIII. B. 1. c.) **State your payment preference as required in Bonfire. (See section XVI.)**

Option #3 - Net 30 Payment Terms.



(XIII. B. 2.) **EXECUTIVE SUMMARY**

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

(XIII. B. 2.)

Cogent Strategies (Cogent) appreciates the opportunity to respond to George Mason University's (Mason) request for proposals (RFP). As a trusted Mason partner since 2020, we look forward to continuing our partnership and advocacy to continue helping Mason go from "best-kept secret" to a widely known and respected institution. We have enjoyed working alongside Mason's dedicated, passionate and hard-working team. We are excited about the possibility of continuing and building upon our high-level strategic counsel and positioning, strong public relations guidance, messaging and critical media placements.

(XIII. B. 2.)

Our engagement with Mason began at a critical moment—the start of Dr. Gregory Washington's tenure as president, when he faced the COVID-19 pandemic, the aftermath of George Floyd's death and an increasing interest in the history of Mason's founding father namesake, all as a first-time university president. We helped him gain his footing in the national media, craft his messaging and approach for the launch of his signature anti-racism initiative and shape the narrative about Mason's fast-growing regional and national importance. Since then, we have continued to work hand-in-glove with Mason's Office of University Branding (OUB) to advance the university's message of being "all together different."

(XIII. B. 2.)

The expertise we have delivered for Mason was built over decades of work by our senior professionals for higher education institutions, think tanks, corporations and trade associations. Our team members are well-versed in the numerous issues faced by institutions of higher learning and excited by the promise that Mason holds. They have worked with Nobel laureates, leading scientists and university presidents as they have developed and delivered narratives about the importance of research and innovation to audiences around the globe. Cogent team members also are skilled at crisis prevention, strategy and mitigation, and utilize cutting-edge research tools to help shape messages for and opinions about clients they represent.

(XIII. B. 2.)

Today's cultural and political moment includes myriad reputational threats around core higher educational issues such as diversity, free speech and access. We have worked on these issues with Mason and many other clients. Given our background as a combined public relations and government relations firm, we bring advanced political intelligence to our public relations work. We are finely attuned to the so-called "culture wars"—including Facing History and Ourselves and the National Association for the Education of Young Children—and have helped clients successfully navigate those choppy waters.

(XIII. B. 2.)

Cogent's integrated approach to clients' goals and its history with Mason will enable the team to hit the ground running. Our current partnership has allowed us to develop key relationships with members of the administration, faculty and student body that make Mason an institution of higher purpose. Cogent's involvement at the inception of campaigns, themed media months, events and



other major moments will allow the team to continue building momentum for Mason and plan effective, platform-specific strategies. We have outlined in this RFP our detailed approach to providing the services described herein to include strategic communications planning, media relations strategies and tactics.

(XIII. B. 2.)

As you will see, we have the experience and the expertise, the strategies and the tactics to bring Mason into a new phase of local, regional and national recognition.



(XIII. B. 3.) **QUALIFICATIONS AND EXPERIENCE**

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

(XIII. B. 3. a.) **Background and brief history of your company.**

(XIII. B. 3. a.)

Founded in 2017, Cogent is an independent, women-owned small business and bipartisan team of top-ranked strategic communications and government relations professionals with extensive reach in the top levels of media and government. Our team has decades of combined experience running winning public relations campaigns for clients large and small, domestic and international, public and private on issues ranging from education to energy, infrastructure to health care and financial services to transportation. Our broad subject experience and Mason's broad research interests as a Tier 1 research university makes us an ideal partner who can promote Mason's work with a wide range of national and regional media. Our cross-section of clients includes Fortune 500 companies such as Albertsons and Wells Fargo, non-profits and trade associations such as the National Association for the Education of Young Children (NAEYC) and the Moore Charitable Foundation, and state and municipal entities including the City of Gautier, Mississippi, and Orange County, Florida.

(XIII. B. 3. a.)

On behalf of its clients, Cogent crafts and executes fully integrated campaigns backed by:

- Best-in-class policy and political smarts with deep reach into key influencers that have the footprint to turn a small social media post into a national story and other influential stakeholders who can make or break an issue;
- Game-changing data and digital analytics tools that are adapted to client needs, and provide valuable insights, messages for influencers shaping issues and driving high-level government and private decision-making;
- Experience in and around the highest levels of state, regional and national media;
- Reach into powerful, credible, third-party voices that can validate client agendas; and
- High-impact written content that turns supporters into champions, influencers into advocates, targets into communities, and voices into conversation.

(XIII. B. 3. a.)

Dozens of firms in Washington and Virginia specialize in media and communications work. As a team-focused and collaborative firm, Cogent relies not only on personal relationships but also on collective, deep, substantive expertise to develop creative and out of the box strategies that can move the needle. Whether designing and creating unique collateral materials, developing compelling messaging, preparing a long-term social media plan, or pitching a story that fits with a national news moment, the Cogent team has extensive experience developing and implementing smart public relations campaigns to deliver results for our clients, including Mason.

(XIII. B. 3. a.)

Cogent prides itself in being a boutique firm that works collaboratively to turn over every stone for its clients. Cogent maintains a broad cross-section of clients including Fortune 500 companies, non-profits and trade associations. For many clients, Cogent serves as their agency of record. For others,



Cogent works hand-in-glove with a large team of consultants. Regardless of the arrangement, Cogent is available 24/7 to provide real-time, actionable intelligence and advice.



(XIII. B. 3. b.) **CLIENT LIST, KEY RELATIONSHIPS & RELEVANT INDUSTRY KNOWLEDGE**

(XIII. B. 3. b.)

Client List

Albertsons Companies, Inc.

Alliance for Shared Values

American Circular Textiles

America's Power

[REDACTED]

City of Gautier

EdChoice

Everytown for Gun Safety Action Fund

First Solar, Inc.

[REDACTED]

George Mason University

Gray Television, Inc.

[REDACTED]

Independent Film and Television Alliance

Invesco Holding Company (US), Inc.

Jay Alix

LPA Environmental Fund, LLC

[REDACTED]

National Association for the Education of Young Children (NAEYC)

National Newspaper Association (NNA)

Nuclear Care Partners

Orange County, Florida

Pearl Mobile DTV Company LLC

Sasol

Shaw Industries Group, Inc.

TurnCommerce, Inc.

TV Parental Guidelines Monitoring Board

Urban Libraries Council

Wells Fargo & Company

(XIII. B. 3. b.)

Key relationships & relevant industry knowledge

Cogent's team of strategists draws on its combined decades of work in the media and public relations fields, working both as and with journalists. We have reach into newsrooms across the country—from the Los Angeles Times to the Boston Globe—and are adept at building new relationships based on our knowledge of journalists' work habits, goals, and needs. We also have relationships with opinion editors at key outlets such as the Washington Post, USA Today, Newsweek and The Hill, where a well-placed op-ed can elevate a conversation beyond Virginia's borders. Additionally, our team also has expertise and has worked previously with academic institutions, institutes of higher learning and other education-related clients.



(XIII. B. 3. c.) **COGENT BIOS AND EXPERIENCE**

Names, qualifications and experience of personnel to be assigned to work with Mason. Include team specifics including bios, personal social feeds, links to LinkedIn profiles, awards and accolades, recent communications or influential speaking engagements, etc.

(XIII. B. 3. c.)



Will Bohlen

Managing Director

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<https://www.facebook.com/bohlen/>

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(XIII. B. 3. c.)

Will Bohlen draws on his experience managing communications for a wide variety of clients as well as his past experience as the head of communications for the German Marshall Fund (GMF). He has amassed an enviable Rolodex of media contacts across the United States and around the world to help clients' messages reach the right audiences no matter where they are. He has broad experience in the education, energy, trade and foreign policy sectors, where he has led winning campaigns for clients that have led to legislation, regulatory action and increased influence.

(XIII. B. 3. c.)

Will spent almost a decade at GMF between Brussels and Washington, D.C., leading strategic communications and serving as spokesperson for the 150-person policy institute, which has had a presence in Germany, France, Belgium, Poland, Romania, Tunisia, Serbia and Turkey. He also spearheaded communications around speeches by heads of state from the United States, Poland and Turkey and oversaw the launch of several major GMF conference brands, including the Brussels Forum, the Atlantic Dialogues and the Halifax International Security Forum.

(XIII. B. 3. c.)

Earlier in his career, Will worked as a journalist, reporting for the Chicago Tribune, the Tribune's RedEye edition, and as a freelance reporter. Will also served as the chief researcher for Politico co-founder John F. Harris' The Survivor: Bill Clinton in the White House, The New York Times-bestselling history on the presidency of Bill Clinton. Will's writing has appeared in The Washington Post, Slate, The Boston Globe, and the Chicago Tribune, among other outlets.

(XIII. B. 3. c.)



Missi Tessier

Managing Director

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(XIII. B. 3. c.)

With more than twenty years of experience leading public affairs clients to success in defining and executing communications strategies, Missi Tessier is one of Cogent's most senior professionals.



(XIII. B. 3. c.)

Missi has built a career on her expertise in message development, communication strategy and campaign management. She spent 13 years on Capitol Hill in a variety of senior communications positions with Republican members of the U.S. House and Senate leadership, and was named several times to Roll Call's list of the top "Fabulous Fifty" influential congressional staff members.

(XIII. B. 3. c.)

Following her congressional career, Missi turned her communication skills toward leading communications campaigns for clients at a Washington, D.C., public affairs firm. Her clients have ranged by sector from higher education to telecommunications to financial services to defense and national security, and by enterprise from business to trade association to non-profit to coalition. In addition to message development and communications strategy, Missi's expertise extends to speech and op-ed writing, coalition formation and management, media outreach and media training. She has prepared clients for major interviews, speeches and presentations, and investigations. Missi has conducted media training for a wide array of clients and principals, including recently for awardees of the U.S. State Department's International Women of Courage.

(XIII. B. 3. c.)

For several years, Missi ran The Science Coalition, a 50-member coalition of top U.S. research universities seeking to increase the federal government's support for basic science research. She has also worked with the leadership of the University of Southern California, the University of South Carolina, and Arizona State University to create initiatives and events in D.C. to raise their profiles among policymakers.

(XIII. B. 3. c.)



Katie Sansone

Vice President

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(XIII. B. 3. c.)

Katie Sansone is an accomplished communications professional who has worked for major corporations, high-profile members of Congress and award-winning startups. Currently Vice President at Cogent Strategies, Katie specializes in strategic communications. Prior to joining the team, she spent four years at S&P Global leading its policy communications and outreach. Katie advised Rep. John Curtis (R-UT) and former Rep. Will Hurd (R-TX), guiding them through hundreds of interviews including the TODAY Show, Meet the Press and Late Night with Seth Meyers. Her versatile skillset, fluency in social media strategy and ability to effectively leverage media channels helps Cogent deliver results for clients.

(XIII. B. 3. c.)

Katie is a CKI Journalism Fellow and an inaugural WeWork Creator Award winner.

(XIII. B. 3. c.)



Taylor McCarty Hoover

Vice President

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<https://www.linkedin.com/in/taylormariemccarty/>

(XIII. B. 3. c.)

Taylor McCarty Hoover brings nearly a decade of communications experience to Cogent Strategies, most recently serving as communications director for the House Committee on Agriculture, where she defined the chairman's, committee's and Republican Conference's messaging strategy on the farm economy, climate, conservation, the Farm Bill and more. Prior to her time on committee, Taylor served as the communications director for Congressman Glenn "GT" Thompson (R-PA), where she directed a targeted messaging strategy to reach all corners of the Commonwealth's geographically largest district. She also has written more than 150 speeches delivered on the House floor.

(XIII. B. 3. c.)

Before Capitol Hill, Taylor served as a communications strategist for DDC Public Affairs, servicing Fortune 500 companies, trade associations, and corporate political action committees.

(XIII. B. 3. c.)

Taylor is a rabid fan of all things Penn State, where she received her bachelor's degree in international politics before pursuing her master's degree in political management at The George Washington University.

(XIII. B. 3. c.)



Edda Collins Coleman

Managing Director

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<https://www.linkedin.com/in/eddac/>

(XIII. B. 3. c.)

As an expert storyteller and connector of people, politics, media and brands, Edda Collins Coleman brings candid counsel to Cogent clients and tangible results. Edda has spent over two decades building a sizeable network as a government affairs and communications strategist for Fortune 1000 companies, non-profits and political organizations. Most recently, Edda worked with Women for Biden and Small Business for Biden to drive fundraising and voter turnout efforts.

Edda joined Cogent from the Executive Leadership Council, the preeminent organization committed to increasing the number of global Black executives, where she directed communications, government affairs strategy and partnership development. Prior to that, she was the head of



partnerships at the CSpence Group where she was responsible for strategic outreach, stakeholder engagement, philanthropic initiatives and executing cultural programs for a Midwestern health care system and an East Coast member organization.

(XIII. B. 3. c.)

Edda's love of politics led to the creation of the All In Together Campaign (AIT), a non-partisan women's organization committed to closing the gaps in politics to advance the progress of women's civic leadership. Before founding AIT, Edda developed direct action campaigns, served as a communications advisor and media coach to senior leadership and C-suite executive clients at Hill + Knowlton and the Polsinelli law firm. During this time, Edda was a force behind reauthorization of the Children's Health Insurance Program (CHIP). She focused on engaging Congress, building advocacy groups and partnership development on behalf of clients, particularly those in the health care and technology sectors.

(XIII. B. 3. c.)

A longtime advocate for those suffering from sickle cell disease, Edda served as chair of the government relations committee for the board of directors for the Sickle Cell Disease Association of America (SCDAA) for five years and later served as interim CEO. While with SCDAA, Edda played a pivotal role in establishing the Congressional Sickle Cell Caucus and engaged closely with the Congressional Black Caucus, members of Congress and health organizations who cared deeply for those with sickle cell disease.

(XIII. B. 3. c.)

Edda currently serves a number of community, social impact and civic organizations. She is on the national board of directors for Facing History and Ourselves and is an ambassador and member of the 2015 Society for the Smithsonian National Museum of African American History and Culture.

(XIII. B. 3. c.)

An award-winning strategist, Edda has been recognized by ESSENCE Magazine on their list of 2018 100 Woke Women. She received the 2016 BMW and MADE Magazine Pay it 4Ward Award, is a 2014 Northern Virginia Alumni of Hampton University 35 for 35 Award recipient, a 2014 RollingOut Magazine's Female Success Factor, a 2014 Hello Beautiful 25 Women to Know: Crusaders in Healthcare honoree, and received the Women in Government Relations 2014 and 2013 Co-Chair Recognition Award for Outstanding Leadership.

(XIII. B. 3. c.)



Ben Fischbein

Senior Vice President, Digital and Research

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(XIII. B. 3. c.)

With a tested record of moving political and communications agendas online, Ben Fischbein leads Cogent Strategies digital and research practice where he lends his smarts to clients in need of



digital, creative and social strategy. From web design to legislative analytics to online conversation and audience analysis, Ben works with small businesses, nonprofits and Fortune 500 brands to optimize their online engagement and elevate their digital brands and reputations. Formerly the digital director of a rapid response and research organization for Secretary Hillary Clinton's presidential campaign, Ben has consulted and worked on several Democratic presidential, senatorial and gubernatorial campaigns throughout his career. He previously served as the vice president of a grassroots advocacy startup where he managed product strategy and development and solved business problems using digital and technical solutions. Ben began his career in his hometown of St. Louis, Missouri, helping both B2B and B2C organizations connect with their audiences through digital and social strategies. There, he managed interactive solutions for clients in the healthcare, entertainment, political and insurance industries.

(XIII. B. 3. c.)



Kaitlin Tunstall

Research Associate

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(XIII. B. 3. c.)

Kaitlin Tunstall supports Cogent's digital and government relations teams, conducting in-depth research and policy analysis for clients to stay informed on the latest legislative and social media activity.

(XIII. B. 3. c.)

Kaitlin joined Cogent in January 2023 after completing her master's degree in public policy. Previously, Kaitlin worked at With Honor Action and participated in political and advocacy efforts with veterans across the country. Throughout this experience, Kaitlin worked closely with the For Country Caucus, providing representatives and political candidates with data-driven strategy relevant to national security and regulatory policy. Additionally, Kaitlin gained valuable campaign experience working with Rep. Jerry Nadler (D-NY), Lindsey Boylan, and Manhattan Borough President Mark Levine.



(XIII. B. 3. d.) **CAMPAIGN EXAMPLES**

At least three campaign examples with scope and ballpark budget, measurable results and impact reports, sample tactics (i.e., press releases, op-ed, pitch documents, interview prep forms, sponsored stories, social and video content, web pages, etc.)

(XIII. B. 3. d.)

Campaign Example 1
Citizens for Responsible Energy Solutions

(XIII. B. 3. d.)

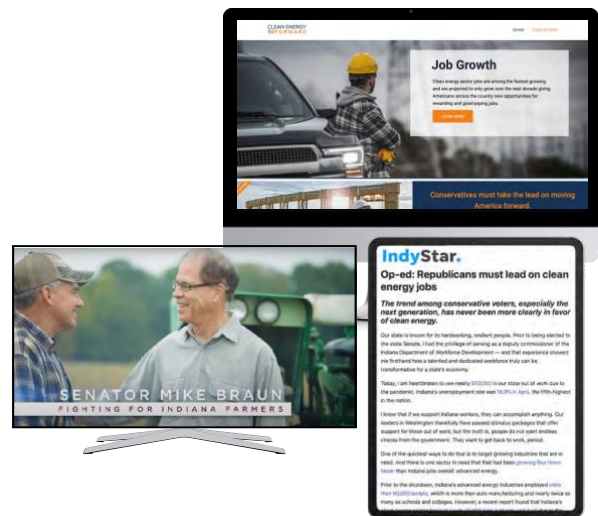
A right-of-center clean energy organization engaged Cogent to execute a comprehensive government relations, public relations and digital strategy to raise the profile of its leadership and brand around conservative energy and climate policies. The goal of the campaign was two-fold: showcase Republican leadership on these issues and attract new followers for the organization to mobilize target states. We developed a strategy that highlighted the value of investment in clean energy to create jobs and boost the economy – a vital endeavor in the midst of the COVID-19 pandemic.

(XIII. B. 3. d.)

We launched Clean Energy Forward on behalf of our client with an op-ed in Newsweek and a microsite featuring a compelling video. We then expanded our reach – running online ads and TV and radio spots, starting a weekly blog series, conducting regional media outreach, developing state-specific microsites, and weaving in a variety of other attention-grabbing initiatives. In a matter of months, we significantly increased awareness among our target audiences, including senators important to our client's cause.

(XIII. B. 3. d.)

12 million -- Number of times the campaign was served in target states
17,000 -- Clicks on content
250,000 -- Video views
1,000 -- new data captures
Campaign website:
<https://cleanenergyforward.com>
Sample op-ed:
<https://www.newsweek.com/republicans-are-leading-clean-energy-opinion-1503584>
Sample press release:
<https://cresenergy.com/press-releases/citizens-for-responsible-energy-solutions-launches-clean-energy-forward-campaign-to-spur-job-growth-and-revive-economy/>
Sample video:
<https://www.youtube.com/watch?v=x9it8Mr8rLE>





(XIII. B. 3. d.)

Campaign Example 2
George Mason University

(XIII. B. 3. d.)

A major public university chose Cogent to conduct a national media rollout of the university's first-ever Black president and his signature initiative, a university-wide task force on equity and racial justice. After helping hone the narrative, Cogent secured national TV, radio, print and podcast interviews for the president. Cogent also worked with him to draft and place a foundational opinion piece on the task force in a prominent national outlet. The result was recognition for his bold first steps from well beyond his state's borders. Cogent continues to work with the university on other major communications initiatives to promote the development of its diverse tech talent pipeline, campus expansion and university milestones.

(XIII. B. 3. d.)

Sample op-ed: <https://www.nbcnews.com/think/opinion/george-mason-university-named-slave-owning-founding-father-let-s-ncna1236054>

Sample press release: <https://www.gmu.edu/news/2022-03/mason-square-will-be-arlington-economic-development-epicenter>

Sample podcast: <https://www.pandora.com/podcast/pod-save-the-people/showing-up-to-fight-fires-with-gregory-washington/PE:4188823>

Budget:

\$10,000 monthly retainer

(XIII. B. 3. d.)

Campaign Example 3
National Association for the Education of Young Children

(XIII. B. 3. d.)

A national industry advocacy association turned to Cogent to launch an integrated public affairs strategy on behalf of its members, many of whom were in danger of closing due to the economic reverberations of COVID-19. Knowing that time was of the essence, our team sprang into action – connecting businesses with their local media outlets and providing national survey data to supplement reporting.

(XIII. B. 3. d.)

The result was a blitz of stories from around the United States, including hits from San Francisco, New Orleans, Houston, Philadelphia, Seattle and Orlando. National coverage by the Associated Press, The Hill and Fast Company, among others, added to the chorus. These stories were used in policymaker outreach to illustrate the devastating toll the pandemic was taking on the businesses in their states and districts, and they played a vital role in helping the industry secure billions of dollars in the Coronavirus Aid, Relief, and Economic Security (CARES) Act and follow-on stimulus bills.

(XIII. B. 3. d.)

\$18M -- Estimated value of earned media in 2022-23.

Sample media: <https://www.nbcnews.com/business/economy/stimulus-bill-contains-billions-shore-daycare-centers-parents-child-care-n1260697>



Sample press release: <https://www.naeyc.org/about-us/news/press-releases/survey-childcare-centers-understaffed>

[REDACTED]

(XIII. B. 3. d.)

Campaign Example 4

[REDACTED]

(XIII. B. 3. d.)

Cogent worked with a gaming and technology company to launch a campaign to educate and empower consumers—particularly those in New Jersey and Pennsylvania—to make more informed decisions about online betting. Cogent created and developed multiple pieces of content for an interactive, informational website to serve as a central hub for consumer resources and news about the Bettor Safe campaign. The content strategy included the development and creation of three videos that were featured on the website and state webpages and housed on YouTube for advertising. The state video ads ran nearly 150 times to an estimated audience of 1.6 million on local TV during regional sporting events and local ESPN programming. On streaming, digital platforms and YouTube, the videos were viewed a combined 1.4 million times by consumers; over 531,000 of those viewers watched the video to completion. Cogent also scripted and produced two state-specific radio advertisements that ran nearly 300 times on sports talk radio programming in Philadelphia, Pittsburgh, Atlantic City and Trenton.

(XIII. B. 3. d.)

To accompany the videos, Cogent crafted a suite of press materials to launch the campaign including a press release and an industry-focused op-ed that ran in Play USA, Bettor Safe-branded collateral (industry-facing fact sheet and a media/industry fact sheet). We also developed talking points for internal use and state-specific press statements to launch the advertising campaigns in Pennsylvania and New Jersey and distributed the releases to key media. Cogent’s comprehensive communications plan secured coverage of the campaign by the Associated Press which was syndicated in over 250 publications including the Washington Post, NBC Philadelphia, CBS Philadelphia and The Press of Atlantic City, among other notable placements. Additionally, we secured approximately 50 radio and podcast hits on the campaign with nearly a dozen appearing in our target state markets. We nabbed approximately three dozen TV hits from News12 in New Jersey and ABC Philadelphia; and, placed stories in trade publications including Play NJ, PennBets, Play Pennsylvania and Gaming Intelligence. We facilitated interviews for Seth Palansky on “Back Your Play” (AM 1490 in New Jersey) and with Legal Sports Report and CDC Gaming Reports among others. We also secured a letter to the editor (LTE) referencing the campaign in the Philadelphia Inquirer.

(XIII. B. 3. d.)

In addition to our external communications products, Cogent created a suite of internal and stakeholder communication materials including a letter to allies to launch the campaign, a social media toolkit with sample posts and more than a dozen downloadable graphics, and social media and graphics specifically designed for [REDACTED]. We developed more than 17 display ads



that ran on local news and sports websites. These ads reached more than 2.1 million consumers. Cogent also developed over a dozen Facebook ads that have reached nearly 225,000 consumers generating over 3,200 link clicks to the website in just under three weeks. Overall, the ads performed well averaging under \$1.20 per link click and with a 1.32% click through rate (CTR), performing better than the Facebook ad industries benchmark.

(XIII. B. 3. d.)

[REDACTED]

(XIII. B. 3. d.)

Campaign Example 5
A leading Fintech company

(XIII. B. 3. d.)

A major financial technology company turned to Cogent when they became one of a handful of targets of the U.S. House Select Subcommittee on the Coronavirus Pandemic’s investigation into pandemic-era loans to small businesses through the Small Business Administration (SBA). Working closely with the company’s legal and lobbying teams, Cogent became a key member of the team preparing the company for the release of the investigative report. Cogent dug deeply into the political and media climate surrounding the report and prepared a series of risk scenarios, narrative drafts, holding statements and other materials to prepare for the release. While the lobbying team gathered key information about the timing and substance of the report, Cogent devised a media outreach plan for the company’s Founder and CEO, coordinated the company’s response and developed a plan for reputation management after the attention abated, particularly since the company was cited for having followed SBA procedures to the best of its abilities given the changing nature of SBA’s requirements.

(XIII. B. 3. d.)

[REDACTED]



(XIII. B. 3. e.) **REFERENCES**

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.

(XIII. B. 3. e.)

National Association for the Education of Young Children

Michelle Kang

CEO

202.350.8851

mkang@naeyc.org

Length of service: 5+ years

(XIII. B. 3. e.)

Moore Charitable Foundation

Robin Bates

Consultant/Chief of Staff

917.805.0055

robin@pure-energy-partners.com

Length of service: 5+ years

(XIII. B. 3. e.)

EdChoice

Paul DiPerna

Vice President

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Length of service: 5+ years



(XIII. B. 4.) **SPECIFIC PLAN (METHODOLOGY)**

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

(XIII. B. 4. a.) **Your detailed approach to providing the services described herein to include strategic communications planning and media relations strategies and tactics, and measurement.**

(XIII. B. 4. a.) (XI.) **STATEMENT OF NEEDS:**

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

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

(XIII. B. 4. a.) (XI. A. 1.)

Communications campaign strategies and development.

- a. Cogent provides strategy, communications guidance, and hand-to-hand media relations support to clients ranging from international corporations and leading nonprofits to large institutions and industry thought leaders. Cogent's team has deep, longstanding relationships at the highest levels of media—from the Washington Post to USA Today, from the New York Times to National Public Radio—and routinely leverages those contacts to help clients. Members of the Cogent team regularly work with reporters, editors and producers at virtually every major national news outlet with a particular specialty with media inside the Beltway. Team members also have close ties with regional media representatives in Virginia and the D.C./Maryland/Virginia (DMV) area.
- b. Part of Cogent's work to date for Mason has included development of a high-level strategy for promoting its research institutes.

(XIII. B. 4. a.) (XI. A. 2.)

Establishing a process for information gathering and story development.

- a. During an all-hands kickoff session, Cogent will work with the Mason team to develop a list of priorities, identify key milestones and events, establish a process for content calendars and walk through Cogent's strategy to build Mason moments into press wins.
- b. Mason has an endless supply of content and story ideas. The accomplished student body, the distinguished professors and the volume of stories from The George newsletter will serve as an essential resource for Cogent as we build out short-term campaigns, such as a promotion campaign for the Goodwill Team ahead of World Kindness Day on Nov. 13, and long-term campaigns, such as raising Mason's profile with stakeholders and prospective students.
- c. In our current work together, Cogent has established a working partnership with the Office of University Branding. We participate in the weekly calls and regularly work with faculty



and staff to build national and regional interest in their work.

(XIII. B. 4. a.) (XI. A. 3.)

Protocol and approvals process development and engagement.

- a. We recommend a kick-off meeting to recenter our work together, identify priorities and review key messaging.
- b. In this all-hands kickoff session, Cogent and Mason will establish and agree to key points of contact, decision makers, and the best process to move our campaigns forward. Mason will have 24/7 access to Cogent's team members for around-the-clock support, and we will continue to participate in the weekly OUB meetings to provide updates on our progress.

(XIII. B. 4. a.) (XI. A. 4.)

Key message development.

- a. Cogent's team marries its media smarts with digital research to give clients invaluable intelligence that identifies effective messaging, grounds it in the cultural and political moment and reaches the right audiences. With the strong writers on our team, we can synthesize even the most academic of texts into digestible messages.
- b. Cogent has developed messaging and guidance for dozens of clients on hundreds of issues. We regularly advise clients on how to message and respond to sensitive issues around diversity, equity and inclusion. We have conducted in-depth risk assessments for companies engaging in business with controversial Chinese companies. We have developed sensitive mass communications during moments of crisis. For example, recent crisis communications clients that have needed strong message development have included a financial technology company under scrutiny for COVID-era Small Business Administration loan issues, and two government contractors facing congressional and agency scrutiny.

(XIII. B. 4. a.) (XI. A. 5.)

Written and video communications (such as but not limited to: talking points and holding statements, press release, op-ed, video interviews/sample reels, tip sheets, social media content, web content, faculty profiles and Q&As, feature stories, sponsored content, best practices tools and templates, campaign reports/analysis and presentations).

- a. We have extensive experience drafting and disseminating internal and external communications—for Mason and for countless other clients—and take pride in being quick, adaptable and effective. Whether public statements, talking points, pitches, press releases or op-eds, we know how to put Mason's best foot forward. We pay close attention to political and cultural opportunities to determine the optimal time to engage—or to help decide when not to engage—and we develop and refine target lists to ensure communications land with the right audiences.

(XIII. B. 4. a.) (XI. A. 6.)

Media training for Mason high profile executives and selected topic experts.

- a. We have been the trusted media training partner of the State Department's International Women of Courage program and have conducted trainings for Time's Up and Facing History and Ourselves, among many others. Our team works with clients individually to prepare them for interviews, honing messages, practicing delivery and tone, and using video recordings to provide real time practice and review. Cogent welcomes the opportunity to do more for people who will carry Mason's messages forward in public and the media. Our



approach involves arming spokespeople with the tools to communicate effectively in the media and the ability to pivot from tough questions to answers that recenter the conversation around Mason's priorities.

(XIII. B. 4. a.) (XI. A. 7.)

Executive interview recommendations and relationship building as a key source for media and influencers.

- a. We believe the "desk-side briefing" or "journalist coffee" is a great way to develop critical media relationships. By introducing Mason executives, key faculty and staff to journalists covering a specific beat in a relaxed setting, we can set the stage for future, higher-impact stories. Such interactions allow for the Mason representative to become a trusted source and create a two-way street of positive story generation.

(XIII. B. 4. a.) (XI. A. 8.)

Distribution planning, press list development and maintenance.

- a. Cogent has relationships with media outlets around the country. We maintain and manage each reporter relationship whether it is a contact we have an extensive history with or one that needs an introduction to Mason.
- b. Cogent already maintains several press lists that are relevant to the many different issue areas that Mason and its community touches. Through our work together, Cogent already has familiarity with reporters that have covered stories about Mason.
- c. For new issues that arise, Cogent can quickly develop effective, targeted press lists that will reach the right journalists.

(XIII. B. 4. a.) (XI. A. 9.)

Collaboration with other OUB teams on cross-platform engagement.

- a. Cogent understands how to leverage each social media community on LinkedIn, Facebook, X (formerly Twitter), Instagram, TikTok, Threads, Reddit and other social media platforms to tell a cohesive story. Simply copying and pasting the same content on the same day across a range of platforms will not build long-term narrative success. Cogent will continue to work with OUB teams and provide recommendations with the goal of maximizing results on each platform.
- b. We have extensive experience exploring paid promotion opportunities on platforms like LinkedIn, Facebook and Google Ads, and we can help Mason amplify its content to attract target audiences and grow social media channels and reach. For example, Cogent could run sponsored content campaigns to amplify Mason faculty op-eds, research and events to expand reach and engagement among target audiences on LinkedIn, Facebook, Instagram, X and display ads to allow us to meet audiences where they already are and expand Mason's reach exponentially. Campaigns could focus on one or several goals such as acquisition, amplification and engagement depending on what objectives Mason is trying to achieve. This cross-channel approach enables us to identify the highest performing platforms and placements to reach audiences and optimize budget. Cogent can create a customized advertising strategy for any budget that includes execution and reporting. Even small investments in paid promotion can generate significant returns by expanding reach, growth and engagement. Any paid advertising campaign would be outside the proposed retainer.



(XIII. B. 4. a.) (XI. A. 10.)

Crisis communications strategy and support as part of overall OUB crisis response plans.

- a. No organization wants a crisis, but the better prepared an organization is for such an event, the better it can weather the storm. With Cogent bringing a larger team to a new engagement, we can help Mason further develop its crisis plan to serve as a backstop for any unexpected development and set parameters for decisions and decision-makers in critical moments.
- b. Because no two crises are alike, we will draw on our extensive experience helping Mason and other clients quickly and substantively respond to political figures, media requests and affiliate and member needs. Past Mason crises emanating from DEI accusations have shown our steady hand in helping the organization through these challenges.
- c. Crisis communication projects are handled by senior members of the firm's PR team, often with valuable political and policy input from their government relations colleagues.
- d. Crisis communication projects always begin with an in-depth risk analysis utilizing Cogent's state-of-the-art digital tools. From that work, team members construct a series of scenarios that are likely to arise from the crisis with a suggested strategy to deal with each one. Cogent then creates an "always on" dashboard to catch any media or online discussion so that each turn in the story is covered.
- e. Cogent prepares scenario plans to outline efficient, coordinated internal and external responses for any likely outcome. Scenario plans are intended to:
 - i. Ensure timely and integrated communications and responses to key stakeholders (i.e., employees, investors, partners, policymakers, and media).
 - ii. Provide real-time or near-real-time feedback to stakeholders for awareness and potential impact on future activities.
 - iii. Ensure message consistency and quality control across the company and its partners.
- f. Cogent's scenario plans include detailed outcomes, key steps to take in sequence, and all assets needed to respond. Messaging and media assets include:
 - i. Employee email
 - ii. Partner and investor email
 - iii. Brief holding statement
 - iv. Brief customer service talking points
 - v. Media backgrounder
 - vi. Media monitoring
 - vii. Social media monitoring
 - viii. Call script (to be drafted) for follow-up investor and partner call
 - ix. Client story document

(XIII. B. 4. a.) (XI. A. 11.)

On-site staffing, as needed, for various high-profile events or during crisis management that would likely entail large-scale media turnout to campus.

- a. Cogent's staff is nearby and readily available to provide on-site support for major and minor events at Mason, such as we provided during Mason's 2023 commencement. We have years of experience in supporting large-scale events and crisis moments at major settings and for high-profile figures.



- b. For example, Cogent helped a satellite company launch itself into the Washington media and policy orbit with an event hosted at a foreign embassy and featuring an audience packed with people from the space, science, diplomatic and media communities.
- c. In another example, to raise awareness for a top local television network and its reach across the country, Cogent has put together multiple events on Capitol Hill, including a reception with the Senate Press Secretaries Association. The event brought dozens of bipartisan communicators to our client's new studio and encouraged their bosses to come for in-person interviews.

(XIII. B. 4. a.) (XI. A. 12.)

Handling media inquiries.

- a. Cogent has experience successfully seeing through Mason media inquiries. We have accepted, managed and delivered multiple requests from reporters to engage with Mason.
- b. During the kickoff meeting, Cogent and Mason will reestablish the individuals needed to weigh in on reporter requests.
- c. We bring our decades of knowledge of handling media requests for Mason and other clients and can help figure out story angles, key messages and any pitfalls before a Mason interviewee talks with a reporter.

(XIII. B. 4. a.) (XI. A. 13.)

Proactively identify and pitch journalists for stories about Mason or for interviews with leadership and experts at local, regional, national, trade and vertical publications, web, podcasts, tv and radio broadcasts, newsletters, and influential conferences and events that generate positive exposure.

- a. Mason's diverse community and multiple schools make our work together engaging and exciting. We are working with The Green Tunnel podcast to pitch outdoor outlets and Professor Sang Nam to pitch his story to nontraditional tech outlets and prominent social pages. Mason's people provide ample opportunity for Cogent to reach a large array of voices to share stories with.
- b. We have extensive experience pitching Mason spokespeople—including President Gregory Washington—to print, broadcast and digital media.
- c. While we continue the work of spreading Mason's story to audiences that have not been introduced before, it is crucial that we continue to engage with higher education press and beltway media outlets to further build positive coverage and cement relationships.

(XIII. B. 4. a.) (XI. A. 14.)

Weekly calls and follow-up reports (weekly updates and campaign summaries) with results as well as tracking projects, pitches, approvals, etc.

- a. Cogent already participates in the weekly strategic communications call with OUB. We use that time for an update on our media pitching and projects. With a new engagement, we can add a tracker component to see where all pitches and projects stand.

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



(XIII. B. 5.) **PROPOSED PRICING**

Provide monthly fee for ongoing services provided to OUB, to include a breakdown of the personnel assigned to Mason with their estimated hours and hourly rate.

(XIII. B. 5. a.) **Proposed monthly retainer: \$14,000**

Will Bohlen - approximately 16 hours per month at \$350 per hour
Missi Tessier - approximately 2 hours per month at \$350 per hour
Katie Sansone - approximately 20 hours per month at \$300 per hour
Taylor McCarty Hoover - approximately 2 hours per month at \$300 per hour
Edda Collins Coleman - approximately 2 per month at \$350 per hour
Ben Fischbein - approximately 2 hours per month at \$325 per hour
Kaitlin Tunstall - approximately 2 hours per month at \$125 per hour

(XIII. B. 5. b.) **Provide hourly rates for services engaged on an as-needed or per campaign basis.**

Managing Director - \$350 per hour
Sr. Vice President - \$325 per hour
Vice President - \$300 per hour
Director - \$200 per hour
Manager - \$175 per hour
Sr. Associate - \$150 per hour
Associate - \$125 per hour
Analyst - \$100 per hour

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

Rates must include all travel-related expenses and overhead costs if the consultant is within a 50-mile radius of Mason's Fairfax campus. If the consultant is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be reimbursed in accordance with Mason's policies, <http://fiscal.gmu.edu/travel/>, and GSA per diem rates.



(XIII. B. 6.) **LEGAL**

In your proposal response please address the following:

(XIII. B. 6. a.) **Are you and/or your subcontractor currently involved in litigation with any party?**

No.

(XIII. B. 6. b.) **Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.**

N/A

(XIII. B. 6. c.) **Please list all lawsuits that involved your firm or any subcontractor in the last three years.**

N/A

(XIII. B. 6. d.) **In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.**

No



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