Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

GEORGE MASON UNIVERSITY

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

STANDARD CONTRACT
GMU-ER0103-24-09

This Contract entered on this 24th day of July, 2024 (Effective Date) by Meghan A.T.B. Reese DBA Ography by MATBR hereinafter called "Contractor" (located at 2920 N 31st Street, Tacoma, WA 98407) 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 photography and videography services for 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.

Mason's issuance of a Purchase Order is considered confirmation of any engagement.

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. Pre-approval from Mason's requesting department is required for any expenses.

Washington Scholars Program Pricing	
$9,000	
Annual Commercial	
$1,500 flat fee	
Additional Pricing	
Photography/Videography	$200/hour
Post Production Editing	$125/hour

V. **CONTRACT ADMINISTRATION:** Suzy Wiedemann, Director of Finance and Human Resources, Admissions, 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, https://fiscal.gmu.edu/electronic-disbursements/. Contractor shall submit invoices directly to acctpay@gmu.edu and copy the requesting department. Invoices must reference a Purchase Order number to be considered valid. Invoices may only be submitted after services rendered or goods delivered. Progress invoices may be submitted. All invoices will be paid Net 30, after receipt of invoice in the accounts payable email inbox.

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

A. This signed form;
B. Negotiation Response dated May 10, 2024 (attached);
C. RFP No. GMU-ER0103-24, in its entirety (attached);
D. Contractor's proposal dated March 23, 2024 (attached).

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

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

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor 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,

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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 Contractor must submit written claim to:
   Chief Procurement Officer
   George Mason University
   4400 University Drive, MSN 3C5
   Fairfax, VA 22030

2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.

3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.

4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules.*

L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at https://universitypolicy.gmu.edu/all-policies/ and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this 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.

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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.

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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. GRANT OF RIGHTS: In the event that the services which is the subject of this Contract is copyrightable subject matter, Contractor and the University hereby agree that for the purposes of the Contract the photographs and videos (hereinafter referred to as "Photographs-Videos") shall be a work-made-for-hire and the property of the University. The University shall have the right to secure copyright protection for the Photographs-Videos. In the event that the Photographs-Videos are not copyrightable subject matter, or for any reason cannot legally be a work-made-for-hire then, and in such event, the Contractor hereby assigns all right, title, and interest to said Photographs-Videos to the University and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, Contractor gives and grants to the University the right to exclusive use of all Photographs-Videos prepared by the Contractor pursuant to this Contract, in all media and types of advertising and promotion of the University. The University shall have the unlimited right to exploit the Photographs-Videos as it sees fit, including the right to alter or rearrange the Photographs-Videos, throughout the United States and its territories and possessions. The University's rights shall be exclusive, and the Contractor will not use, license, or permit the use of the Photographs-Videos for any other purpose except as part of Contractor's portfolio. The Contractor may also not copyright or trademark any Photographs-Videos produced for the University without prior written consent.

Y. 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.

Z. 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.

AA. 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.

BB. 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

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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.

CC. 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.

DD. 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.

EE. 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).

FF. 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.

GG. 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

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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.

HH. 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.

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

JJ. 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 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.

KK. 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/."

LL. 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.

MM. 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.

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

OO. 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.

PP. 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/.

QQ. 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

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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.

RR. 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.

SS. 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.

TT. 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.

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

VV. WARRANTY: Unless otherwise provided in this Contract, the Contractor hereby represents and warrants: (a) that no third party has any ownership rights in, to, or arising out of the Photographs-Videos supplied hereunder; and (b) that the Photographs-Videos comply with the University's specifications and are free from any material defects in design or workmanship.

{SIGNATURE PAGE TO FOLLOW}

Meghan A.T.B. Reese DBA Ography by MATBR

DocuSigned by:

8EC543FEF9FE4BD...

Signature

Name: Meghan Reese

Title: Producer/Photographer

Date: 7/26/2024

George Mason University

DocuSigned by:

E1DA89EA373640A...

Signature

Name: Clifford Shore

Title: Chief Procurement Officer

Date: 7/30/2024

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

GEORGE MASON UNIVERSITY

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

May 10, 2024

Ms. Meghan Reese
Producer/Photographer – Ographybymatbr@gmail.com
Meghan A.T.B. Reese/Ography by MATBR
2920 N 31st Street
Tacoma, WA 98407

SUBJECT: Negotiations: RFP GMU-ER0103-24, Photography & Videography Services

Dear Ms. Reese:

We have reached the point in the evaluation process where we are ready to start negotiations/clarifications as provided for in Section XIII, 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. Can OGRAPHY BY MATBR provide reduced rates for services / conference week?

   OGRAPHY BY MATBR Response: I have provided the strongest rates I can for the type of work I will provide.

2. Can OGRAPHY BY MATBR provide any additional discounts based on total university spend? Are there any additional financial or value-added incentives OGRAPHY BY MATBR could offer Mason?

   OGRAPHY BY MATBR Response: My rates include discounts based upon my long-standing relationship with George Mason and the Washington Journalism and Media Conference

3. Confirm your understanding of the following regarding payment and invoicing.
   a. Work shall not begin until a Mason PO has been issued to OGRAPHY BY MATBR. A separate PO will be issued per engagement.
   b. Mason will not prepay for services. All invoices must be submitted after services rendered.
   c. All invoices will be paid Net 30 from the date of receipt at acctpay@gmu.edu.
   d. Invoices must detail the work performed per labor category with the agreed upon rates.

   OGRAPHY BY MATBR Response: I confirm all items above

4. If awarded a contract, does Ography by MATBR acknowledge, agree, and understand George Mason University cannot guarantee a minimum amount of business?

   OGRAPHY BY MATBR Response: Yes, I understand, acknowledge, and agree George Mason University cannot guarantee a minimum amount of business.

5. Confirm OGRAPHY BY MATBR will not add additional terms and conditions any scope/statement of work (SOW), quote, or proposal issued to Mason. Mason should not be required to sign a separate SOW, quote, or proposal and each shall be limited to an outline or description of the work to be performed under each specific engagement. Mason's issuance of a Purchase Order is considered confirmation of the engagement.

   OGRAPHY BY MATBR Response: Confirmed.

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

6. OGRAPHY BY MATBR did not include any redlines to our Standard Contract (RFP Attachment B – Sample Contract) in your proposal, please confirm you do not take any acceptations to Mason's Standard Contract.

   OGRAPHY BY MATBR Response: I confirm I did not take any acceptations to Mason's Standard Contract.

7. Confirm OGRAPHY BY MATBR agrees that all the services provided will be on "Work-Made-For-Hire/Buy-Out" basis and the University will retain exclusively all rights to all photographs and videos supplied under any resulting contract.

   OGRAPHY BY MATBR Response: Agreed

Please advise if you have any questions or need clarification before responding. A response is requested by 5PM, May 17, 2024.

Regards,

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

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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-ER0103-24

ISSUE DATE: February 27, 2024

TITLE: Photography/Videography Services

PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director
SECONDARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

QUESTIONS/INQUIRIES: Submit all inquiries through Mason's Bonfire Portal, no later than 4:00 PM Eastern Time (ET) on March 7, 2024. **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 March 12, 2024.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has submitted the proposal in Bonfire.

PROPOSAL DUE DATE AND TIME: March 25, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

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

Name and Address of Firm:

Legal Name: _____ Date: _____

DBA: _____

Address: _____

_____ By: _____
Signature

FEI/FIN No. _____ Name: _____

Fax No. _____ Title: _____

Email: _____ Telephone No. _____

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

SWaM Certification Number: _____

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

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

TABLE OF CONTENTS
GMU-ER0103-24

SECTION	DESCRIPTION	PAGE
I.	PURPOSE	3
II.	PURCHASING MANUAL/GOVERNING RULES	3
III.	COMMUNICATION	3
IV.	FINAL CONTRACT	3
V.	ADDITIONAL USERS	3
VI.	eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION	4
VII.	SWaM CERTIFICATION	4
VIII.	SMALL BUSINESS SUBCONTRACTING PLAN	4
IX.	PERIOD OF PERFORMANCE	4
X.	BACKGROUND	4
XI.	STATEMENT OF NEEDS	4
XII.	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	7
XIII.	INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD	9
XIV.	CONTRACT ADMINISTRATION	10
XV.	PAYMENT TERMS/METHOD OF PAYMENT	10
XVI.	SOLICITATION TERMS AND CONDITIONS	10
XVII.	RFP SCHEDULE	11
ATTACHMENT A	SMALL BUSINESS SUBCONTRACTING PLAN	12
ATTACHMENT B	SAMPLE CONTRACT	14
ATTACHMENT C	MASON BRAND PHOTOGRAPHY GUIDELINES	25

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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 on-going, as needed, photography and videography services to various departments of George Mason University, to include, but not limited to, the Office of University Branding (OUB) and other departments through OUB, the Washington Scholars Program (WSP) through Admissions, Intercollegiate Athletics (ICA), and the Antonin Scalia Law School. The goal of this process is to establish a roster of highly qualified photographer and videographer contractors who will best meet the University's needs and at reasonable pricing. George Mason University (herein after referred to as "Mason," or "University") is a public institution of higher education and agency of the Commonwealth of Virginia.

This RFP will result in multiple awards. Award of a contract will not guarantee a specific amount of photography or videography assignments.

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.

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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 (as a whole) utilizes a significant amount of outside photography & videography support. The Office of University Branding (OUB) is not staffed to support the volume of individual unit requests for photography or videography, so the need for outside support is growing. Mason seeks to create a pool of qualified vendors that can support the university in telling our story through visuals. Mason must retain ownership of all deliverables and copyright ownership of all media produced. Media may be added to the university's central collection. OUB will maintain a list of vendors that are awarded a contract as the result of this RFP. Mason's 250+ departments will be directed to this list of vendors for photography or videography needs.

To see the style and types of photos in Mason's collection, you can browse here: https://photo.gmu.edu/browse/.

Background specific to the Washington Scholars Program (Statement of Needs, B.):
The Washington Scholars Program invites high school scholars from around the world to Mason to experience a week-long conference with a concentration in either journalism or environmental science. The programs are offered 3 weeks during the summer. They offer college credit from the university and a life changing experience. To document the experiences of the students, the programs include a photographer/videographer. This person travels with the program and tells the story of the Washington Youth Summit on the Environment (WYSE) and the Washington Journalism & Media Conference (WJMC) through photos and video recaps. The videographer will also piece together the footage of the week into a 7-8 minute final video due on the final day(s) of each program. The final video is presented to the students at the closing ceremony. The footage may also be used for future promotional materials. These enhancements to the conference experience leave the students satisfied with their time at Mason, and they have a positive impression of the university – allowing the conferences to be used as a recruitment tool. The conferences are also revenue generating, bringing in money for the school. You can learn more about the programs at wyse.gmu.edu and wjmc.gmu.edu. We are willing to work with one vendor who can provide both photography and videography services or with two separate vendors to specialize in each component, as long as they are willing and able to collaborate with their counterpart to deliver the product.

XI. **STATEMENT OF NEEDS**:

In all cases, the contractor must agree that all the services provided will be on "Work-Made-For-Hire/Buy-Out" basis and the University will retain exclusively all rights to all photographs and videos supplied under any resulting contract.

A contractor may be awarded work on one or all of these sections.

These services include:

A. Office of University Branding (OUB) & other Mason departments, as needed.
B. Admissions/Washington Scholars Programs.
C. Photography Requirements for Intercollegiate Athletics (ICA).
D. Photography Requirements for Antonin Scalia Law School.

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

A. Office of University Branding (OUB) & other Mason departments, as needed:

General Photography & Videography Requirements:

1. For photography:
   a. Execute high-quality digital photography. Provide a portfolio demonstrating a proficient and consistent body of work including environmental, editorial, documentary, advertising, on-location, candid, and still/studio photography.
   b. Demonstrate a professional, artistic eye and possess highly advanced technical photography skills. Must be able to visualize complex shots, show expertise in setting up and managing lights, backdrops, and creating a safe and effective set (when needed).
   c. Ability to communicate with subjects in a manner that puts them at ease during a photo session while clearly being able to direct them as to pose, facial expression, use of props, and physical position within a set.
   d. Be available for shoots during business hours, after hours, nights, and weekends.
   e. Able to do assignments on location at Mason's Virginia campuses (Fairfax, Mason Square (Arlington), SciTech (Prince William).
   f. Have superior post-production technical skills, including color correction, removing unwanted image artifacts (if requested), retouching images (if requested), captioning, labeling and keywording image metadata.

2. For videography:
   a. Exceptional video/audio, filming, editing, and multimedia skills:
      - Advanced-level camera skills, able to capture high-quality audio and video;
      - Advanced-level user of video editing software like Adobe Premiere and/or Final Cut Pro to create strong narratives;
      - Strong skills in creating high-quality motion graphics for video, including lower thirds, intro/outros, text animations, stingers etc. using multimedia software such as Adobe AfterEffects;
      - Ability to capture high quality audio recording, skillfully leverages sound to convey meaning and emotion.
   b. Brainstorm, generate ideas, and translate university content into strong video concepts:
      - Strong visual thinker with great conceptual skills;
      - Experience with creating storyboards that include prop lists, equipment needs, location suggestions, scene styling/setting suggestions
      - Experience adapting and translating marketing and communications messages into video
   c. Manage projects from concept to completion on schedule:
      - Ability and skills to produce (plan, shoot, light, record, and edit) strong video, audio and multimedia as required by concept and script.
      - Experience managing sets and adapting to changing environment or unexpected situations.
   d. Strong communication, management, and people skills:
      - Must be able to relate with or develop an easy rapport with a broad range of faculty, staff, and students in various stages of their careers from diverse backgrounds and life experiences.
      - Ability to work cooperatively with university staff, student employees, on-set volunteers, and freelance contractors.

Deliverables: May include, but are not limited to:

- Photo Deliverables: of high-resolution digital photographs (minimum 4200 × 2800)
- Video Deliverables: High-quality video files (minimum 16x9 HD 1080p), and broll/stringouts of extra content (as requested)
- Unless otherwise stated in the project terms, standard delivery of photography is final files within one week of individual event conclusion.
- Delivery Schedule of video project will be negotiated at the time of service.

B. Admissions/Washington Scholars Programs:

The contractor must meet the following minimum requirements:

1. Ability to fully staff the three summer conferences:
   a. Washington Youth Summit on the Environment (WYSE);
   b. Washington Journalism and Media Conference 1 (WJMC-1); and

c. Washington Journalism and Media Conference 2 (WJMC-2).

- Each conference is six (6) days.
- Each day runs 7:00AM – 10:00PM.
- Contractor will follow students while they go into Washington, D.C. and the surrounding areas.
- Transportation on buses with students is provided.

2. Coverage: Photographic stills; filmography and direction (shot in 16x9 HD 1080p for full video and 9x16 HD 1080p for social media reels); editing; chryon/text overlay; social media sharing.
3. Delivery of all final content and files within one (1) week of individual event conclusion.
4. Ability to pass criminal and working with minors' background checks. (See Section X.H. BACKGROUND CHECKS in Attachment B, Sample Contract).

Deliverables:

1. Photographer:
   a. Headshots of each student will be taken on the second to last day of each conference,
      - Photos must be available online for the students at the completion of each individual conference.
   b. One (1) multimedia presentation per night of each of the conferences (in collaboration with Videographer);
   c. One (1) final wrap video (in collaboration with Videographer);
   d. Nightly uploading to social media and/or online archive;
   e. Delivery of all high-resolution images edited and RAW for future unrestricted usage;
   f. Use photographs to produce a 60 second captivating video/commercial for each program to be used for recruitment, audience includes parents, students, educators and other stakeholders.

2. Videographer:
   a. One (1) multimedia presentation per night of each of the conferences (in collaboration with Photographer);
   b. One (1) final wrap video (in collaboration with Photographer);
   c. Nightly uploading to social media and/or online archive; including at least one video per day posted on YouTube and on Instagram reels.
   d. Delivery of all video (final products and b-roll) for future unrestricted usage;
   e. Use footage to produce a 60 second captivating video/commercial for each program to be used for recruitment, audience includes parents, students, educators and other stakeholders.

C. Photography Requirements for Intercollegiate Athletics (ICA):

1. Must be a full-time professional sports photographer with a minimum of one assistant to cover conflicting events.
2. Professional grade camera bodies (minimum 2) with a minimum of 20 MP and 8 fps (full frame preferred) and built in FTP capability.
3. Lenses must range from a minimum of 17 mm to 400 mm at f/2.8 (required).
4. Portable studio must include a background stand, background, and 4 strobe heads with light modifiers.

D. Photography Requirements for Antonin Scalia Law School:

1. Faculty/Staff Headshots

- Ability to take professional headshots on campus using backdrop and lighting brought by photographer.
- Photographer will spend approximately 10 minutes per subject and gives the person ability to choose 2-3 photos that are acceptable immediately following photo shoot using computer files.
- Photos files will be delivered to law school for use on the website, may also be used by faculty for third party needs such as conference brochures, etc.
- Typically takes place 1-2 times/year.
- Law school handles time slots and sign-up for approximately 10-20 people

2. Student Headshots

- Using professional back drop and lighting set up in on-campus site, photographer takes quick shots of student giving each approximately 3-5 minutes.
- Students have ability to choose immediately which photo they prefer.
- Desirable if photo can be made available to student via link so student can download for use in social media,

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

etc.

- Typically occurs once per year in the fall semester over approximately 2 ½ days.
- Scheduling of students is handled by the law school.
- In both cases it is expected photographer will provide light re-touching, photo processing and delivery.
- Additional photography services occur on an as needed basis and may include photographing law school alumni at various locations.

XII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

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

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

   ELECTRONIC PROPOSAL SUBMISSION: **ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. Mason will only accept 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/

   h. All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has submitted the Offerors proposal in Bonfire.

2. Proposal Presentation:

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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. Exceptions (if any) to Mason's two-party contract, Attachment B.
d. State your payment preference as required in Bonfire. (See section XV for options.)

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

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

a. Background and brief history of your company.
b. Names, qualifications and experience of personnel to be assigned to work with Mason.
c. No fewer than three (3) references that demonstrate the Offeror's qualifications. If services have been provided to comparable higher education institutions, please include them in your references. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.

3. Samples: Provide portfolio/samples of video and/or photographic works. Include social media links/examples.

4. Specific Plan (Methodology): Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:

   a. Your approach to providing the services described herein.
   b. Potential challenges you might foresee in performing these services, and potential solutions to mitigate these challenges.

5. Proposed Pricing: Provide hourly rates for all services described herein. Any additional fees not specifically contemplated in this RFP must be included in your proposal. Mason will not accept undisclosed fees that are added to invoices.

   For Statement of Needs, B Admissions/Washington Scholars Programs, provide a flat rate per conference and, if not already disclosed in the above requested pricing, provide hourly rate(s) for additional edits or content outside the original specifications described in the Statement of Needs, B.

   Rates must include travel-related expenses if contractor is traveling within a 50-mile radius of Mason's Fairfax campus. If the contractor is traveling from outside a 50-mile radius of the Fairfax Campus, travel will only be reimbursed in accordance with Mason's polices, 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.

XIII. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

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

	Description of Criteria	Maximum Point Value
1.	Quality of products/services offered and suitability for the intended purpose, including sample projects.	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	25
4.	Price Offered	20
5.	Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	10
	Total Points Available:	100

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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

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

XV. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

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

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

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

Please state your payment preference in your proposal response.

XVI. SOLICITATION TERMS AND CONDITIONS:

A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (https://eva.virginia.gov/) for a minimum of 10 days.

B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).

C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore certifying that they are not currently an employee of the Commonwealth of Virginia.

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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 contact because of any misunderstanding or lack of information.

I. QUALIFICATIONS OF OFFERORS: Mason may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to Mason all such information and data for this purpose as may be requested. Mason reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. Mason further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy Mason that such offeror is properly qualified to carry out the obligations of the resulting contract and to provide the services and/or furnish the goods contemplated therein.

J. RFP DEBRIEFING: In accordance with §49 of the *Governing Rules* Mason is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. However, upon request we will provide a scoring/ranking summary and the award justification memo from the evaluation committee. Formal debriefings are generally not offered.

K. TESTING AND INSPECTION: Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

XVII. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 2/27/24
- Vendors submit questions by: 3/07/24 by 4:00 PM ET
- Post Question Responses: 3/12/24 by 5:00 PM ET
- Proposals Due: 3/25/24 @ 2:00 PM ET
- Proposals to Committee: 3/27/24
- Review and Score Proposals: 3/27/24 – 4/10/24
- Scores to Purchasing: 4/11/24
- Oral presentations (if necessary): TBD
- Negotiations/BAFO: Start week of 4/22/24
- Award: TBD
- Contract Start Date: 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 contractfor the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses includebut 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: _____

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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

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 _____, 2024 (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 photography and videography services for George Mason University as set forth in the Contract documents.

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

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

IV. **PRICE SCHEDULE:** The pricing specified in this section represents the complete list of charges from the Contractor. Mason shall not be liable for any additional charges.

(*Pricing will be added to this section, as negotiated.)*

Rates include all travel-related expenses and overhead costs if Contractor is traveling within a 50-mile radius of Mason's Fairfax campus. Travel will only be paid on a reimbursement basis and in accordance with Mason's polices if Contractor is traveling further than 50 miles. See http://fiscal.gmu.edu/travel/ for Mason's travel policies.

V. **CONTRACT ADMINISTRATION:** Audra Meckstroth**,** Executive Director, Creative and Brand, 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:** *As selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy to the Contract Administrator. Invoices must reference a Purchase Order number to be considered valid. Invoices may only be submitted after services rendered or goods delivered. Progress invoices may be submitted. All invoices will be paid Net 30 *(or as selected)*, after receipt of invoice in the accounts payable email inbox.

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

A. This signed form;
B. Negotiation Response(s) dated XXXXX (attached);
C. RFP No. GMU-ER0103-24, in its entirety (attached);
D. Contractor's proposal dated XXXXXX (attached).

VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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 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.

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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 Contractor must submit written claim to:
   Chief Procurement Officer
   George Mason University
   4400 University Drive, MSN 3C5
   Fairfax, VA 22030

2. The Contractor must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.

3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail their decision to the Contractor within 60 days after receipt of the claim.

4. The Contractor may appeal the Chief Procurement Officer's decision in accordance with §55 of the *Governing Rules.*

L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at https://universitypolicy.gmu.edu/all-policies/ and any facility specific policies can be obtained from the facility manager.

N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this 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:

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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. GRANT OF RIGHTS: In the event that the services which is the subject of this Contract is copyrightable subject matter, Contractor and the University hereby agree that for the purposes of the Contract the photographs and videos (hereinafter referred to as "Photographs-Videos") shall be a work-made-for-hire and the property of the University. The University shall have the right to secure copyright protection for the Photographs-Videos. In the event that the Photographs-Videos are not copyrightable subject matter, or for any reason cannot legally be a work-made-for-hire then, and in such event, the Contractor hereby assigns all right, title, and interest to said Photographs-Videos to the University and agrees to execute all documents required to evidence such assignment. Without limiting the foregoing, Contractor gives and grants to the University the right to exclusive use of all Photographs-Videos prepared by the Contractor pursuant to this Contract, in all media and types of advertising and promotion of the University. The University shall have the unlimited right to exploit the Photographs-Videos as it sees fit, including the right to alter or rearrange the Photographs-Videos, throughout the United States and its territories and possessions. The University's rights shall be exclusive, and the Contractor will not use, license, or permit the use of the Photographs-Videos for any other purpose except as part of Contractor's portfolio. The Contractor may also not copyright or trademark any Photographs-Videos produced for the University without prior written consent.

Y. 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.

Z. 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.

AA. 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.

BB. 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

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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.

CC. 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.

DD. 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.

EE. 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).

FF. 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.

GG. 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

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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.

HH. 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.

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

JJ. 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 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.

KK. 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/."

LL. 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.

MM. 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.

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

OO. 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,

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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.

PP. 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/.

QQ. 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.

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

RR. 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.

SS. 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.

TT. 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.

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

VV. WARRANTY: Unless otherwise provided in this Contract, the Contractor hereby represents and warrants: (a) that no third party has any ownership rights in, to, or arising out of the Photographs-Videos supplied hereunder; and (b) that the Photographs-Videos comply with the University's specifications and are free from any material defects in design or workmanship.

Contractor Name	**George Mason University**
_____	_____
Signature	Signature

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

Of all of the design elements that go into creating a brand's visual identity, photography is probably the most powerful component. Photos tell our story louder than words; great photography can get you the chance for the attention you need to communicate. Mason photos tell people here and around the world that we exist and act, both here and around the world. The images we select and use convey our philosophy (enriching lives, doing work that matters, defining excellence) and personality (inspired, challenged, open, united, and diverse).

Resist the temptation to jam the photos in with too much text. To work well in communicating for you, photos need the appropriate amount of space to be of a size that has impact. In addition, you don't need a photo to illustrate every editorial message. Fewer but larger photos are much more effective in conveying your message than a lot of little photos people won't pay attention to.

General Guidelines for Using Photography

- Use fewer, larger images for maximum impact
- Photos should be selected with care and be of the highest quality and composition
- Full-color photography is preferred
- Do not change the photo in such a way that it changes the meaning of the photograph
- Avoid distorting the photo with filters and special effects

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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-ER0103-24

ISSUE DATE: February 27, 2024

TITLE: Photography/Videography Services

PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director
SECONDARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

QUESTIONS/INQUIRIES: Submit all inquiries through Mason's Bonfire Portal, no later than 4:00 PM Eastern Time (ET) on March 7, 2024. **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 March 12, 2024.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message Offerors that have interacted with this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has submitted the proposal in Bonfire.

PROPOSAL DUE DATE AND TIME: March 25, 2024 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL, THROUGH eVA, OR IN PERSON. SEE SECTION XII.A.1 FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.

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

Name and Address of Firm:

Legal Name: Meghan Reese

DBA: Meghan A.T.B. Reese/Ography by MATBR

Address: 2920 N 31st Street

Tacoma, WA 98407

FEI/FIN No. NA

Fax No. NA

Email: Ographybymatbr@gmail.com

Date: March 23,2024

By: _____
Signature

Name: Meghan Reese

Title: Producer/Photographer

Telephone No. 610-417-1381

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

SWaM Certification Number: pending

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.

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

washington scholars program

PROPOSAL 2024

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

2A. background

Meghan A.T.B. Reese is a producer, photographer, and writer, whose credits include National Geographic, Discovery Channel, Travel Channel, A&E, History Channel, Science Channel, Animal Planet, HGTV, Investigation Discovery, PBS, Smithsonian Channel, NASA, Amazon, Amazon Prime, Microsoft, Facebook/Meta, UK Channel 5, and Sony/IMAX's 3Net 3D films.

Prior to making the switch to television and film, Reese was an award-winning writer and editor for several newspapers, medical, health and lifestyle magazines, and executive editor of Today's Dietitian Cookbook. Her writing career began in the Life section of USA TODAY.

Reese earned a B.A. in Broadcast Journalism from American University.

Ography is a full-service content creator providing support from pre-production through post and across the media platform spectrum. Ography's body of work has been featured for the National Park Service, National Geographic, PBS, The White House Visitors' Center, The future Libraries of Presidents Barack Obama, Donald Trump, and Joseph Biden; The U.S. Department of State, George Mason University and The University of Puget Sound.

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

2C. references

ELENA JOHNSON
DIRECTOR, WASHINGTON SCHOLARS PROGRAM
(703) 993-7094
ejohns35@gmu.edu

DR. RICHARD FRIESNER
DIRECTOR, NEW ENGLAND INTERSTATE WATER POLLUTION CONTROL COMMISSION
(540) 455-0340
rfriesner@neiwpcc.org

PATRICK MONEY
DIRECTOR OF ADMISSIONS, GEORGE MASON
703-993-3144
fmoney@gmu.edu

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

3. deliverable samples

* Headshots of each student – please see examples at
https://www.flickr.com/photos/wjmc/albums/

* Multimedia presentation per night – please see examples at
https://www.youtube.com/user/WJournalism/videos
* https://www.youtube.com/user/WEnvironment/videos

Nightly posting of 50 high-quality photos each day– please see examples:
https://www.facebook.com/wyse.mason/ ;
https://www.facebook.com/pg/WJMC.Mason/photos/

* Final wrap video – please see most recent examples:
https://www.youtube.com/watch?v=_JyH5T7WjdY
* https://www.youtube.com/watch?v=cB8-6TWgvCk
https://www.youtube.com/watch?v=nyauKqkwKPY&t=135s

*

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

4. specific plan

All Washington Journalism and Media Conference media will be tailored to the pillars of the conference and capture moments to convey the immersive experience of this program.

Having served as the photographer/producer for the Washington Scholars Program from 2014-2021, as well as a speaker for WJMC since 2011, I have a keen understanding and appreciation for the goals of the conference team and the targeted audience.

I originated the production guidelines and implemented the best practices that have successfully generated WSP content for a decade and have built a rapport with the administration, faculty, and students that lasts well beyond the conference weeks.

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

coverage

- Photographic stills (shot in the photojournalism style in RAW unless otherwise specified by client)

- Filmography and direction (shot in 16x9 HD 1080p using a variety of kits unless otherwise specified by client)

- Editing

- Lower thirds

- Social media sharing

- Deliverables: delivery of all final content and files within one week of individual event conclusion

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

5. Proposed pricing

*Proposal submission: Erin Rauch, Asst. Director; Sara Siddall, Strategic Sourcing Manager George Mason University; GMU-ER0103-24

* Project type: Photography/videography services

* Projection for completion: GMU's Washington Journalism and Media Conference (July 7-12, 2024; GMU's Washington Journalism and Media Conference (July 14-19, 2024)

* Rights waiver: worldwide, all media, in perpetuity

* Hourly rate: $200/hour photography; $125/hour post-production editing

* WSP Rate 2024: $9,000 per conference week

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

contact

OGRAPHY BY MATBR

610.417.1381

ographybymatbr@gmail.com

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

Thank You

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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: Meghan Reese

Preparer Name: Meghan Reese **Date:** March 23,2024

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: m Certification Date: M

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 contractfor the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses includebut 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: _____

Docusign Envelope ID: FAC77402-E3CF-4F83-BA36-45BA287BBF98

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

RFP ADDENDUM NO. 1:

Date:	March 12, 2024
Reference:	RFP # GMU-ER0103-24
Title:	Photography & Videography Services
RFP Issued:	February 27, 2024
Proposal Due Date:	March 27, 2024 @ 2:00 PM ET

The following changes are hereby incorporated into the aforementioned RFP:

1. **CHANGE/EXTEND** PROPOSAL DUE DATE: March 27, 2024 @ 2:00 PM ET.
2. **CHANGE/EXTEND** Post Question Responses date: March 14, 2024 @ 5:00 PM ET.

The RFP Schedule is amended as follows and remains subject to change:

Post Question Responses:	3/14/24 by 5:00 PM ET
Proposals Due:	3/2724 @ 2:00 PM ET
Proposals to Committee:	3/29/24
Review and Score Proposals:	3/29/24 – 4/12/24
Scores to Purchasing:	4/12/24
Oral presentations (if necessary):	TBD
Negotiations/BAFO:	Start week of 4/22/24
Award:	TBD
Contract Start Date:	TBD

I hereby acknowledge receipt of Addendum No. 1 for RFP# GMU-ER0103-24, Photography & Videography Services:

_____
Offeror/Firm

Meghan A.T.B. Reese
Printed Name of Signer

Signature

April 2, 2024
Date