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**REQUEST FOR PROPOSALS
 GMU-JR0809-24**

ISSUE DATE: August 15, 2024

TITLE: Managed Print, Copy Center and Mail Service Solutions

PRIMARY PROCUREMENT OFFICER: James Russell, Director
SECONDARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason’s Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on September 9, 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 September 13, 2024.

PROPOSAL DUE DATE AND TIME: October 1, 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.

MANDATORY PRE-PROPOSAL CONFERENCE (VIRTUAL): A VIRTUAL MANDATORY PREPROPOSAL CONFERENCE WILL BE HELD AUGUST 27, 2024 @ 09:30 AM ET. YOU MUST REGISTER FOR THIS CONFERENCE BY SENDING AN EMAIL TO JRUSSELL@GMU.EDU. LIMIT TWO PEOPLE FROM EACH FIRM.

OPTIONAL ON CAMPUS WALKTHROUGH OF OPERATIONS: AN OPTIONAL WALKTRHOUGH IS SCHEDULE FOR SEPTEMBER 3, 2024. DETAILS WILL BE PROVIDED AT THE MANDATORY PRE-PROPOSAL CONFERENCE.

IMPORTANT! All communication with Offerors will take place in Bonfire, to include negotiations. Mason can only message individuals at your organization that have interacted in Bonfire for this specific RFP. Please ensure the appropriate person to handle negotiations and other RFP communication has individually logged into the system and either downloaded documents, submitted your proposal or asked a question.

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: _____

Check box to confirm your proposal contains all terms and conditions or subsequent Statements of Work that could apply over the life of any resulting contract. See section IV. Final Contract for additional information.

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

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified sources to establish a term contract through competitive negotiations to provide a Managed Print, Copy Center, and Mail Services Solution for Mason's Fairfax, Virginia campus and all regional campuses (SciTech, Front Royal, Loudoun, and Mason Square) as well as other Mason sites such as the various Mason Enterprise Centers. The solution should include the oversight, support, service, and products (including and excluding paper) for printers and mailrooms at all campus locations of George Mason University. 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.
- 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 as outlined in Attachment B – Sample Contract. Any exceptions to our standard contract and General Terms and Conditions must 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 and agency of the Commonwealth of 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.

Note: The Offeror must include any and all terms and conditions, additional documents, and/or statements of work that could potentially be incorporated into a final contract or apply during the term of a resulting contract. As outlined in Attachment B – Sample Contract, Statements of Work ("SOW") for specific engagements may only include the work to be performed during scope of the specific engagement. Additional terms and conditions will not be accepted on any SOW submitted during the course of the contract. All SOW's must be on a form approved by Mason prior to the start of the contract.

For software only: In addition to the above note, the Offeror must submit with their proposal any agreement that Mason would be required to sign with a third party.

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

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

The University may require the Contractor provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any

authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

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

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

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

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

IX. PERIOD OF PERFORMANCE: Five (5) years from date of award with five (5) additional one (1) year renewal options.

X. BACKGROUND: Currently, Mason works with Canon Services America to provide print, copy center and mailroom services.

A. About Mason:

1. George Mason University is the largest public research university in Virginia, serving more than 40,000 students from all States and over 130 countries. Our identity was forged in 1972 building upon Virginia's strong ideals of academic excellence and service. Today, that spirit energizes us as a leader in scholarship and research preparing career-ready graduates to meet the complex needs of a rapidly changing world.
2. As Virginia's largest public research intensive (R1) university, we set the standard for a bold, progressive education that serves our students and communities. As a public, comprehensive, research university, our mission is to be an innovative and inclusive academic community committed to creating a more just, free, and prosperous world. In short, Mason seeks to be the best university *for* the world.
3. Mason is a high-performing sustainable university. The institution has earned AASHE STARS Gold ratings for the past 12 years and has set the goal of becoming the highest-scoring STARS institution in Virginia public higher education by 2030. Active programs in electricity conservation and management, waste-stream reduction, purchasing, water management, and more contribute to sustainability throughout the university's operations.

B. Project Background – Mason's Current Print, Copy and Mail Contract:

1. This program includes, but is not limited to, multifunction devices (MFDs), copiers (black and white and color), laser printers (black and white and color), networked and non-networked devices tailored to the individual department needs, as well as wide format printers, copy center production devices, and/or other devices that help meet cost saving and sustainability goals.
2. Solutions for the University's three copy centers (Fairfax, Science and Technology [SciTech] campus, and Mason Square [Arlington]) as well as multiple pay for print and Mason Money operated MFDs scattered throughout the campuses. Note that Mason has several small, stand-alone units operating in the Commonwealth that are not on the Mason network that may require one-off solutions.
3. The current mail service includes delivery of USPS letter mail and USPS parcels to approximately 200 mail stops across Mason's Fairfax, Mason Square (Arlington), and SciTech (Prince William) campuses, as well as delivery of USPS mail and parcels to smaller sites such as Potomac Science Center, Smithsonian Mason

Science Center, and various Mason Enterprise Centers across Virginia. A list of these locations is found in Appendix #. [Canon will need to provide some of this info]

4. The mailroom on the Fairfax campus services approximately 6100 residential students as well as individuals seeking to rent a personal mailbox. USPS letter mail is currently kept in hanging files and provided to students or renters providing a Mason ID. Parcels addressed to students via all delivery vendors are dropped off in the mailroom and distributed via a 650-unitlocker system that does not convey. Currently, Mason works with Canon Services America to provide print, copy center, and mailroom services to all campuses. The current vendor has provided a list of their current MFDs and other devices, as well as available volumes that will be provided to respondents.
5. The SciTech campus has a ground floor space with good street access of approximately 1189 total square feet with 944 formerly used as the sales floor and office/storage spaces of 134 and 111 square feet. A floorplan will be provided to respondent. Ideally this space would house print, mail, and sell some supplies such as scantron cards used for exams and other light retail. This campus is surrounded by growing businesses that print shop services could be marketed to, though other uses for this space are being considered. Please include a plan to use this space in your submissions.
6. Mason is considering a print fleet solution where MFDs accessible to all users are centrally funded, while departmental MFDs are funded by the department(s) using the device. Please note: departments currently supply paper for their fleet printers and have expressed concerns when a non-departmental users prints via follow-me-print on “their” departmental device. An ideal solution will have some means of accounting for associated paper costs.

XI. STATEMENT OF NEEDS: Mason seeks a contractor that can help it more effectively and efficiently manage and utilize its print, copy, and mail systems while meeting sustainability goals and outcomes. This RFP seeks an integrated solution for fleet/managed print, Copy Center management, and mail management for Mason.

A. Mason’s goals for the resulting contract are as follows:

With regard to Managed Print Services:

1. To lower the total cost of ownership for Managed Print Services, particularly in the post-COVID environment, with the ability to bill students and departments in a straightforward method,
2. Reduce energy consumption and the environmental impact in support of the university’s sustainability goals. Respondent should note what paper can be used in their MFDs and other devices and the amount of post-consumer fiber content maximum that can be used, also note EnergySTAR rating, toner cartridge reclamation and recycling, and other sustainability aspects of the proposed program,
3. Reduce space/device footprint needs,
4. Streamline operations, standardize equipment, and increase efficiency. Please note what authentication standards are supported, to include authentication reader types such as swipe, prox, smart device, etc. Please note: Mason currently uses prox readers that work with its Mobile ID, meaning many users authenticate/release print jobs via smart devices. Winning vendor will need to ingest users and associated fund and organization data produced by Mason’s Banner enterprise system and use it for billing, authentication, and related needs.
5. Right-size the MFD fleet; explore cost saving options such as limiting the number of devices handling 11x17, defaulting to duplex printing, defaulting to black and white, and any other emerging cost savings methodologies,
6. Seek recommendations for document handling integrations and solutions that reduce costs. Mason uses various Microsoft products for its current document handling needs, and is migrating to a fax solution provided by its phone system vendor, Vonage,
7. Automate billing and integration with Mason’s Banner accounting system. As Mason departments pay for the paper used in departmental MFDs, an ongoing issue has involved paper cost recovery when a non-department staff member prints on a departmental MFD. As such a billing solution able to address this sort of granular need is sought; and
8. Drive the greatest number of jobs to the fewest number of MFDs via incentives such as centrally funding MFDs located in common/public areas while having departments handle all reoccurring costs for any MFD that isn’t generally available to all users,

With regard to the Copy Center:

1. Operate Mason's copy center as a leased business.
2. Follow copyright best practices in the copy center.
3. Drive large print jobs away from the fleet MFDs to the copy center, to achieve cost savings and sustainability goals.
4. Reduce the percentage of print jobs that are outsourced to external print vendors.
5. Explore what options respondents can provide regarding higher end print needs such as offset printing, complex mailings and fulfillment, bindery, and so on.
6. Optimize energy management via EnergySTAR equipment, and material sustainability via use of recycled paper, upcharge for virgin paper use, etc.

With regard to Mail Services:

1. Explore central delivery options for all parcels and explore package screening options, preferably one that allows direct, express delivery for time sensitive items, delineating associated costs. Please note: Mason is currently in discussions with Amazon regarding the installation of Amazon lockers in 5 locations: 3 on the Fairfax campus adjacent to the 3 major Student Housing areas there, and one each at the Mason Square and SciTech campuses near lobby areas on those campuses. Should Mason decide to move forward with this project, Mason's next print/mail vendor will need to coordinate as needed with Amazon and adjust their parcel delivery pricing to reflect the parcel volume Amazon is instead delivering
2. Maintain or further improve student parcel handling and churn.
3. Further improve handling of residential envelope mail.
4. Explore integrated document handling solutions including digitizing incoming mail. Work with Mason's IT department to integrate any such solution with existing Microsoft software and tools, Mason's Vonage phone system for faxes or other integrations where efficiencies and savings can be achieved.
5. Understand options and associated costs should a need for package screening emerge.
6. Explore locker options for the Mason Square and SciTech campuses. Please note: Mason is working with Amazon to place their lockers in residential areas of the Fairfax campus as well as other Mason locations. As such package handling elements of any proposal should be scalable should much of the mailroom's current volume be handled by Amazon.
7. Optimize delivery vehicle fuel efficiency on and between Mason's campuses.
8. Participate in Mason's efforts to recapture cardboard and paper products, packing materials, and other recyclables for integration with Mason's recycling services.

B. The following sections detail the expected, but not exclusive, needs that will be met by the contractor.

Workstream 1: Provide and Implement a Managed Print Services Solution. The contractor shall provide and implement a Managed Print Services solution which will meet the goals outlined above and should:

1. Include equipment, services and supplies (at minimum, black and white, color, large-format) A list of current equipment that conveys will be provided to respondents.
2. Include remote management.
3. Adhere to Mason's network and other security standards. Coordinate with Mason's Information Technology Services where all Mason IT standards are concerned.
4. Explore whether a move to cloud print server hosting is cost effective, reliable, and secure.
5. Include automatic supply ordering and delivery.
6. Track and report purchasing for all supplies, including estimates of:
 - a. carbon emissions/GHG impact
 - b. certifications for
 - i. sustainable sourcing (FSC paper and/or percentage of recycled stock)
 - ii. ethically just sourcing, and
 - iii. sustainable business practices (B Corp, 1% for the Planet, etc.).
7. Advise departments and coordinate disposition of existing equipment if needed.
8. Provide service to all Mason locations (excluding Mason Korea).

9. Possess a methodology for assessing individual department needs to provide an optimal, cost effective, and sustainable printing and copying solution.
10. Provide on-going management and reporting tools, and grants Mason real-time access to this data. Note that Mason currently uses Pharos and has it integrated with its business processes but is willing to explore other options. Mason's Atrium point of sales system is used to track personal fund balances, ID management, and access control and may require APIs if larger integrations are sought.
11. Provide service that meets the unique operational requirements of each department in a sustainable and cost-effective manner.
12. Provide incentives to place devices efficiently and cost effectively. Track trends and emerging future states and right size print fleet and print and mail offerings to cost effectively address them.
13. Provide an easy and auditable solution for billing that integrates with Banner and other administrative systems such as Atrium.
14. Implement cost-effective, forward-thinking solutions for fleet management, particularly migration paths from current to future states for these operations as technology and customer behavior evolve.
15. Design and recommend specific strategies for reducing Mason's overall print volume; implement solutions following approval from Mason.

Workstream 2: Manage a Copy Center. The contractor shall run a copy center which will meet the goals outlined above and:

1. Occupy the space at the Fairfax, Mason Square, and SciTech campuses used by those current Copy Centers. (As noted, there is a prominent retail space at the SciTech campus that may be available for print and mail.
2. Provide a Copy Center solution, with prices and offerings comparable to the area market.
3. Implement cost-effective, sustainable, and forward-thinking solutions for Copy Center operations, particularly migration paths from current to future states for these operations as technology and customer behavior evolve.
4. Engage in marketing and communication to encourage staff and student to use the Copy Center for large jobs rather than using the MFDs or outsourcing their jobs to external vendors.
5. Drive sustainable end-user decisions, including print reduction/avoidance, double-sided printing, and printing on recycled paper.

Workstream 3: Provide and Implement a Mail Operations Solution. The contractor shall provide and implement an effective Mail Operations solution with a presence at the Fairfax, SciTech and Mason Square locations and mail strategy for other locations such as Potomac Science Center, Smithsonian Mason School of Conservation, and so on which will meet the goals outlined above and provide:

1. A successful **incoming** mail delivery strategy and operations approach provides prompt delivery of incoming mail, and provide for efficient operation of mail and package delivery. As part of incoming mail operations, Mason will require the contractor to meet the following minimum services:
 - a. Mail pick-up from all locations to include, but not be limited to, campus collection points such as satellite mail facilities, departments, stand-alone postal boxes on campuses, routes (truck) or any other locations, and all mail presented with or requiring the application of postage for insertion to the USPS or other mail delivery system(s). Use of electric/sustainable vehicles preferred.
 - b. "Delivery" of mail, as defined to mean: receipt of mail from all appropriate sources; opening (if requested); sorting; pre-sorting, bar coding; processing queries to identify misdirected or unidentified mail; date stamping and hole punching, as appropriate, all incoming mail and subsequent delivery to the appropriate locations. "Appropriate locations" are defined to be the physical location of the postal box to include placement into the postal box or in the case of an existing delivery (truck) route to the physical location of the recipient(s) (i.e., department, individual, etc.)
 - c. An automated tracking system shall be used to manifest accountable mail. Signatures shall be obtained from recipient or departmental contact and maintained per State and Federal records retention requirements.
 - d. An automated tracking system to manifest accountable mail for all student housing, regardless of location. The solution will be provided for any future university housing at the Contractor's cost.
 - e. Maintenance of daily incoming mail data for all mail classes and types of incoming mail indicating volumes of mail pieces received and other such statistical information as may be requested.

- f. Recommend a central parcel receiving and delivery schema that allows for direct delivery of express or time sensitive packages. Currently only USPS parcels and packages are delivered centrally and distributed from the mailrooms at the Fairfax, SciTech and Mason Square campuses. Ongoing issues with delivery services failing to deliver parcels directly to campus offices leaves Mason seeking to understand the costs associated with central delivery of parcels from Amazon, UPS, FedEx and other delivery services. Please include mail screening costs and requirements should that need emerge.
 - g. Provide end-user recycling collection for paper and corrugated cardboard, in keeping with Mason's recycling practices; minimize trash from operations and end users.
2. A successful **outgoing** mail strategy and operation that promotes and provides cost savings and expeditious mail delivery to addressed location. As part of outgoing mail operations, Mason will require the contractor to meet the following minimum services:
- a. Maintenance of daily outgoing mail data for all mail classes and types of incoming mail indicating volumes of mail pieces received and other such statistical information as may be requested.
 - b. Delivery on the same day of receipt of all first-class letters, business reply, flats, mail and packages from overnight express / mailbags, etc., boxes, publications, campuses or interagency mail, parcels, bulk, accountable mail (certified, registered and insured), and express mail. Delivery (as defined above) shall be made on the next scheduled mail run after receipt and processing.
 - c. Delivery of mail within existing performance levels as indicated below:
 - i. Interagency/Campus mail: 24 hours after receipt
 - ii. U.S.P.S. Accountable mail: 24 hours after receipt
 - iii. U.S.P.S. Express mail: Same day if received before noon
 - iv. U.S.P.S. first class mail: 24 hours after receipt
 - v. U.S.P.S. Standard A (magazines): 3 days after receipt
 - vi. U.S.P.S. Standard B (parcels): 24 hours after receipt
 - vii. Newspapers: Same day (first run)
 - d. Completion of mail deliveries to all locations between 10:00 a.m. and 2:00 pm. The afternoon pick-up for identified units shall be made in time to meet the U.S. Post Office's last outbound mail processing. The contractor should provide, at no additional cost, multiple pick-up and deliveries to key administrative and high-volume departments. Existing departments are indicated on the Mail Stop Listing provided to respondents. The contractor shall pick up from Mason drop boxes twice daily. The contractor shall ensure that resources and routes/schedules are developed and published in order to meet these requirements. Routes and schedules should simultaneously optimize delivery needs, operational efficiency, sustainability, and carbon emissions.
 - e. Establishment of an address research and forwarding function for insufficiently addressed mail. The University's Housing Office maintains a list of student mailboxes at the Fairfax campus.
 - f. Maintenance of University Mail Stop listing and assignments to include box number, assigned to (generally a department name), open date, closed date (if applicable), and University and any other information that may become necessary as an attribute of the box identification, assignment and delivery schedule.
 - g. Provision and maintenance of postage meters and postage inventory. The contractor shall provide advanced (prepaid) postage to all USPS or other accounts necessitated by the contractor's solution to facilitate the operational needs of the University, to include but not be limited to, prepaid postage, supplies and any other such requirements to facilitate the application of postage to mail pieces for any and all types of mail. Please note bulk mail/complex mailing (such as multiple inserts, return envelope) capabilities with a goal of producing and sending as many bulk mail jobs as possible in-house.
 - h. The metering/application of postage by budget code utilizing the lowest appropriate rate, to include all levels of presort discount possible, unless otherwise specified by the presenting department at time of collection. The contractor shall ensure that the best possible class selection is chosen for all out-going mail based upon cost, policy, timeliness and delivery requirements. The contractor shall, to the maximum extent possible, barcode outgoing mail to achieve maximum savings to the University.
 - i. The processing and recording of all outbound accountable mail (certified, registered, insured, etc.,)

and allocation of charges appropriately (by budget code).

- j. The contractor shall have complete knowledge and procedures in place to receive, prepare and/or verify and deliver Bulk Mail to the USPS Business Bulk Mail Unit of the main post office.
3. A successful **international** mail strategy and operation that complies with all international, USPS, federal, state and university rules and regulations and provides for the prompt delivery of mail. As part of international mail operations, Mason will require the contractor to recommend and implement a process relative to the handling and processing of international mail. The University reserves the right to unilaterally accept or reject the suggested methodology or require changes to any previously adopted approach to international mail during the course of the resulting contract.
 4. As part of the Mail Operations Solution workstream, the contractor can expect to fulfill the following **additional requirements**:
 - a. Furnish all necessary labor, goods and/or services, supplies, materials, equipment and any other such items as required to provide satisfactory, cost-efficient Mail Service to the George Mason University community (Monday through Friday except on [University holidays](#)). Ability to increase staffing for high volume times such as the start of Fall and Spring semesters.
 - b. Pay all costs associated with labor, goods and/or services, supplies, materials, equipment, vehicles and any such other costs necessitated and/or provided for this solicitation. Vehicles should be battery-electric or hybrid, in keeping with the University's own purchasing of such vehicles for its fleet.
 - c. Comply with all USPS rules, regulations, policies and procedures that apply in handling mail.
 - d. Be responsible for coordinating the pick-up and delivery of mail to/from USPS and any other resources/locations that may be necessitated by the contract.
 - e. Maintain all current and any future accounts and fees with USPS. Current USPS relationships and procedures will be provided at the contractor meeting.
 - f. Maintain all current and any future accounts and fees with Pitney Bowes or other mail metering service.
 - g. Address all problems, disagreements or other operational issues regarding the overall services provided to the satisfaction of the University's contract administrator.
 - h. Abide by the rule that all data, mail, packages, boxes, containers, etc., turned over to the contractor shall be considered to contain confidential information and the contractor shall warrant its confidentiality shall be preserved. The contractor shall also address confidentiality of data, materials and measures to safeguard such information and capabilities to accept electronic submitted data, turn-around time frames, pricing, etc.
 - i. Agree that the contractor's staff and employees shall be essential resources requiring attendance and full operational status during inclement weather situations and authorized closing of the University due to any weather, pandemic, or other closing determinations. The University's Contract Administrator will have unilateral authority to make appropriate business decisions relative to contractor inclement weather attendance requirements as may be deemed necessary.
 - j. The contractor should provide auxiliary type services as a part of this workstream. Specific areas include, but are not limited to, print-to-mail, mailing list management, bar coding, folding, inserting and date-stamping, hole-punching, addressing services and internal messenger services. The university may provide mail list data to departments and/or contractor to facilitate mailing lists, etc.
 - k. Designate an alternative means of processing mail, i.e., a hot site, in the event the mail center is interrupted longer than twenty- four (24) hours.
 - l. The contractor shall maintain an Emergency Preparedness Plan (EPP) (discussed at contract implementation), in coordination with Auxiliary Enterprises marketing staff, shall provide updates to the Mail Services guide contents on the [Mason Mail Services webpage](#), shall maintain mail stop assignments, listings and PO Box information, shall act as a liaison with the USPS and shall take on other duties as may be required by the contract administrator to ensure the successful mail operations of the University.
- C. General Needs: To support the three workstreams detailed above, the contractor should fulfill the following needs related to human resources, space utilization, vehicles and parking, furniture, fixtures, equipment, financial, accounting, systems and reporting.
 1. Human Resources

- a. The contractor shall appropriately staff the print, copy, and mail services operations in order to provide all services necessitated by the resulting contract. The contractor is responsible for the conduct of its employees, is expected to follow best practices when hiring staff, and hold its employees to standards appropriate to higher education. All employees of the contractor shall be the contractor's sole responsibility in terms of salary, benefits, taxes, etc.
 - b. The University reserves the right to unilaterally require the reassignment of any employee from this contract to another account serviced by the contractor.
 - c. Contractor's personnel shall be capable of communicating and comprehending the English language (both verbally and in writing) to Full Professional Proficiency (as defined by Interagency Language Roundtable "ILR" Level 4 standards), and as demonstrated by the ability to use English fluently and accurately at all levels pertinent to professional and Contract needs, with the ability to be fully and easily understood by the University's staff.
 - d. The University reserves the right to approve/disapprove the senior on-site management staff and shall be advised in advance of any proposed changes or modifications to the senior on-site management staff. The University reserves the right to unilaterally accept or deny any proposed changes in senior on-site management staffing, however, pledges to work with the contractor to arrive to a satisfactory resolution to any requested changes.
 - e. All contractor employees authorized to work at Mason shall obtain a [Mason identification card](#). contractor's employees shall wear their Mason identification when they are on Mason property. Mason identification cards are not transferrable and are to be used solely by the individual who was issued the card. The contractor shall notify the university contract administrator in writing on the day of any employee removal from service for this contract. The Mason identification card will be submitted to the Contract Administrator no later than within three business days or pursuant to the Mason Contract Administrator's written directions.
 - f. The contractor shall present sketches or drawings, etc., depicting any desired employee uniform requests. The Mason Contract Administrator shall have unilateral authority to make appropriate business decisions relative to contractor's uniform requests. The university does not currently provide for a contractor's business identity to be co-branded with Mason. For example, existing Contract uniforms depict Mason Mail Services, etc., with no reference to contractor name.
 - g. The contractor shall require all employees to follow [university policy relative to smoking](#) to include within and surrounding vehicles utilized to provide services pursuant to this solicitation.
2. University Space Utilization, Vehicles and Parking
- a. The University reserves the unilateral right to add, delete or change the location of any existing or future space provided by the University under this contract. The University pledges to work with the contractor relative to notice and operational matters that may be associated with any such space changes.
 - b. The contractor shall maintain assigned space in a clean and safe condition and return it to the University in the same or better condition as when received, normal wear and tear excluded.
 - c. The contractor shall not do or permit anything to be done to the premises beyond the scope of this RFP without the prior written approval of the Mason Contract Administrator. Work approved by the University shall be completed at the contractor's expense.
 - d. Prior to the commencement of the contract period the University and the contractor shall jointly inspect the space. A similar inspection shall be made at the contract completion to determine the contractor's liability, if any. The contractor shall be responsible for any maintenance when caused by its negligence, loss or wear beyond normal usage.
 - e. The contractor shall provide its own housekeeping service. The contractor may utilize University provided services such as housekeeping and telecommunications and shall reimburse the University within 15 calendar days upon receipt of invoice if utilized. Existing telecommunications information is provided in the solicitation. The contractor should use the existing Mason mail services telephone numbers.
 - f. The contractor shall comply with university signage requirements related to vehicles.
 - g. The contractor shall provide for the Mason Contract Administrator or designee to periodically (at a minimum quarterly) review contractor's vehicle fleet presentation (appearance) and the contractor shall complete any repairs noted by the Contract Administrator within 30 days of such inspection. If repairs are not rectified the contractor shall immediately remove such vehicle from use until such repairs are facilitated. Use of electric/sustainable vehicles preferred. Work with Mason to provide

all appropriate charging circuits and associated needs at vendor's cost.

- h. The contractor's staff may be provided access to personal vehicle parking privileges on the same basis as University employees. The contractor shall be required to pay for any resulting parking privileges issued at the unilateral discretion of the university contract administrator.
- i. The contractor shall be responsible for obtaining all parking necessitated by this contract and payment for such parking solutions.

3. Furniture, Fixtures and Equipment

- a. All contractor furniture, fixtures, and equipment shall be maintained in good operating condition and in sufficient quantities to perform all services adequately. The contractor should repair all equipment failure that hampers or halts operation no later than the beginning of the next business day.
- b. All contractor technology solutions shall be up to date and maintained at the most current operating versions as enhancements and software updates occur. At a minimum, the contractor shall maintain software operating versions consistent with Mason version needs as indicated by the Mason Contract Administrator.
- c. The University reserves the right to sell all presently owned or future-acquired furniture, fixtures and equipment at a date to be determined by the University through this contract. Finalists will be provided information on current equipment during pre-award walkthrough.

4. Financial, Accounting, Systems and Other Reporting

- a. The contractor shall be responsible for ensuring all accounts are maintained and the renewal of accounts is performed in a timely manner and at the contractor's cost.
- b. The contractor shall provide an automated electronic internal charge-back software solution to charge accounts (department budget codes, etc.) to recover the contractor's charges to the University. The contractor shall process charges electronically to the University and potentially others on a weekly basis or as instructed by the Contract Administrator. The contractor shall provide a Microsoft Excel spreadsheet for each Mason billing that will be compatible with the Banner software program.
- c. The contractor shall provide automated software solution(s) as necessitated by the solicitation or as deemed necessary to fulfill contractor's suggested approach and solution. The contractor shall be responsible for any costs to maintain, upgrade or replace such contractor software applications.
 - i. In the future the University may make available to the contractor an electronic software solution to process chargeback transactions within the University's financial system(s), replacing Excel spreadsheets. The contractor shall support the University's financial and operation systems without charge to the University for any programming or automation solutions that may need to be developed to support such new solutions.
 - ii. The contractor may make recommendations or requests to the University in regard to any new software solution implementation or utilization. The University's contract administrator may unilaterally approve or deny any such requests that require University expenditures. The contractor shall be responsible for any university costs incurred and be provided such costs prior to implementation for review.
- d. The contractor shall comply with university technology policy, procedures and standards (for example, standards generally referring to software versions and updates) as may be applicable to this contract.
- e. The contractor shall provide management of data collections and provide informal weekly reports and as a deliverable, formal monthly (calendar month) reports to the contract administrator regarding at a minimum the incoming/outgoing mail volume, by type and postage usage by department and agency.
- f. The contractor shall provide monthly and year to date income statement financial reports relative to operations under this contract. The reports content and format shall be mutually agreed upon prior to execution of the contract, however, the acceptable required format will not be any less than the financial response spreadsheet format presentation. The reports will be due on the tenth (10th) day of the following calendar month. If the 10th falls on a weekend or holiday the report will be due the next business day after the 10th.
- g. The contractor shall reimburse the University for any cost(s) within 30 days of the University's invoice date unless other terms have been specified herein. Any payments not timely received may

be deducted from the University's payments to the contractor at the University's sole discretion.

- h. The contractor shall, upon request, provide access (inquiry / read) to the University's contract administrator and others at the direction of the University's contract administrator to any contractor software solution utilized in this solicitation.
- i. The contractor shall be solely responsible for any uncollected funds that may result from this contract for any goods or services provided through this contract
- j. The contractor shall report semi-annually paper purchasing statistics, weight of recyclables, and vehicle fuel purchased

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 2.d. below for details on how to submit a redacted proposal). 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.

An Offeror may not request any of the following be proprietary and/or confidential in their proposal:

- a. Pricing or any calculation used to determine pricing;
- b. A notation or footer on the bottom of every page with "proprietary and confidential;"
- c. Entire contents of company history or executive summary;
- d. A case study, social media post, or billboard already available to the public;
- e. Name of company or firm listed as a reference;
- f. Any resulting Statement of Work (SOW), Order Form, or Invoice.

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 Mason's Bonfire Portal for all updates and schedule changes. <https://gmu.bonfirehub.com>

- 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 notifications has submitted the Offerors proposal in Bonfire.

2. Proposal Presentation:

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

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

- d. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. A statement simply noting “trade secret” is not a sufficient reason for redaction. 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. Any SOW or supplemental document Mason may be required to sign. See section IV. Final Contract.
 - e. State your payment preference as required in Bonfire. (See section XVI.)
2. Executive Summary: Submit an executive summary at the beginning of the proposal response not to exceed 2 pages.
3. Qualifications and Experience: Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
- a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
2. Sustainability Plan: Include your plan for sustainability in Print/Mail operations, that summarizes points made in response to sustainability requirements throughout this RFP, and adds elements if needed.
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. What, when and how services will be performed.
 - c. Plan for removal of old and installation of new equipment (when/where applicable).
 - d. Reconfiguring and deployment of existing equipment where applicable.
 - e. Timeframe for delivery/installment/training.
 - f. Implementation steps for integration (network analysis sheet).
 - g. Description of IT capabilities and needs.
 - h. Outline of Banner and other reporting systems integration capabilities and needs.
 - i. Attention to sustainability outcomes as described in prior sections.
5. Proposed Pricing: Provide pricing for each Workstream outlined in the Statement of Needs, to include:
- Managed Print:
- a. Cost per impression (black and white), including any minimums per device
 - b. Cost per impression (Color), including any minimums per device
 - c. Any and all additional costs to maintain or replace the existing networked multifunction printer fleet to ensure continuity of operations
 - d. Any and all additional costs to add new multi-function devices for future operations
- Copy Center:
- a. Monthly fee to operate copy center
 - b. Revenue share arrangement based on usage
 - c. Any and all additional costs to ensure continuity in existing operations
 - d. Any and all additional costs for future operations
- Mailroom Management:
- a. Monthly fee to operate mailroom services with a declining scale based on volume reductions and volume increases of 10%-50% of current volumes.
- General:
- a. Any and all other costs associated with the requirements/services/equipment outlined in this RFP
 - b. Any and all revenue generating activities, incentives, or signing bonuses that would be part of your proposal
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:

<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1. Quality of products/services offered and suitability for the intended purpose	25
2. Qualifications and experiences of offeror in providing the goods/services, including references	15
3. Specific plans or methodology to be used to provide the services	20
4. Price Offered	20
5. Sustainability plan and commitment	10
6. Offeror is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSB at the proposal due date & time.	10
Total Points Available:	100

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

XIV. ARCHITECTURAL STANDARDS REVIEW BOARD (ASRB) REQUIREMENTS: After conclusion of negotiations/Best and Final Offer (BAFO) but prior to award of a contract (and/or release of funding to procure your solution) your solution/system will be submitted to Mason's Architectural Standards Review Board (ASRB). The ASRB will review your system for security, accessibility (508 compliance), ease/ability to integrate with existing systems, etc. The contractor must agree to submit their product/system/software to ASRB and submit any requested information to assist in the review process. ASRB approval is required prior to contract award or funding being released to procure the system/product. The contractor should be prepared to submit any of the following items including but not limited to:

- Data Dictionary identifying the data elements available for use in the product;
- Data integration documentation;
- Architecture diagrams;
- Security documentation, including but not limited to the vendor's SOC 2 Type (preferred) and/or your third-party hosting vendor's SOC 2 Type II (or other equivalent security audit). If you cannot provide this documentation for your organization and/or your third-party hosting vendor, please clearly state as such in your offer. If you have a SOC 2 Type II for your organization (or other equivalent security audit) and/or your third-party hosting vendor but require an NDA in order to release it please state as such in your offer and clearly define which organization (you or your third-party vendor) you can provide a SOC 2 Type II (or other equivalent security audit) for and a copy of your NDA. If you are providing an equivalent security audit (not a SOC 2 Type II) please clearly define what type of audit you are submitting.
- VPAT, and a useable software demo or "sandbox" for accessibility testing;
- And any single sign-on documentation;
- Additional documentation or items may be requested as needed during the review process;
- The contractor may be asked to answer ASRB questions verbally or in writing.

It is imperative that the contractor comply with these requests in a timely fashion as any delay will result in a delay of contract award. Failure to provide documentation or extended delay may result in negotiations concluding, your offer being rejected or an award being rescinded.

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

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

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

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

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. To sign up for electronic payments, please contact the Paymode-X Enrollment Team at 1-800-331-0974 or email enrollment@paymode-x.com. The enrollment team can assist you with any questions about the enrollment process and setting up the membership.

Please state your payment preference in your proposal response.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. BEST AND FINAL OFFER (BAFO): At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).
- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that they have fully complied with the Virginia Conflict of Interest Act; furthermore certifying that they are not currently an employee of the Commonwealth of Virginia.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any

public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- F. **LATE PROPOSALS:** To be considered for selection, proposals must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.
- G. **MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, Mason reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.
- H. **OBLIGATION OF OFFEROR:** It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting 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.

XVIII. RFP SCHEDULE (Subject to Change): Go to Mason's Bonfire Portal for all updates and schedule changes.
<https://gmu.bonfirehub.com>

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

Company Name: _____ SBSB Cert #: _____
Contact Name: _____ SBSB 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: _____

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 _____ for the _____ of 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. (or as negotiated)

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.

Negotiated price schedule will be inserted here.

V. CONTRACT ADMINISTRATION: _____ shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.

VI. METHOD OF PAYMENT: *As selected from RFP Payment Term Options / Method of Payment.* Contractor shall submit invoices directly to acctpay@gmu.edu and copy the Contract Administrator. Invoices must reference a Mason Purchase Order number to be considered valid. Invoices will only be accepted if submitted after services rendered or goods received. All invoice will be paid Net 30 (*or as selected in Payment Terms / Method of Payment*), 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. Data Security Addendum (attached);
- C. Negotiation Response(s) dated XXXXX (attached);
- D. RFP No. GMU-JR0809-24, in its entirety (attached);
- E. Contractor’s proposal dated XXXXXX (attached);
- F. Contractor’s Statement of Work template (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, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.
- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days

after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The 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:
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 one hundred twenty (120) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - a. notify Mason (by sending an email to export@gmu.edu), and
 - b. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.
 2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control Classification Number (ECCN) on the packing or other transmittal documentation traveling with the item(s) and, (ii) send a description of the item, its ECCN, and the name of the Mason point of contact to: export@gmu.edu.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.

- W. FUTURE GOODS AND SERVICES: Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
- X. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- Y. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- Z. INDEPENDENT CONTRACTOR: The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
- AA. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.
- All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.
- BB. INSURANCE: The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.
- CC. INTELLECTUAL PROPERTY: Contractor warrants and represents that it will not violate or infringe any intellectual

property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
 2. **Work Made for Hire.** Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.
- DD. **NON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).
- EE. **NON-EXCLUSIVITY:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract will not restrict or prohibit Mason from acquiring the same or similar goods and/or services from other entities or sources.
- FF. **PARKING:** The Contractor and its employees shall adhere to the regulations of the university's Parking Services Office. Valid contractor permits must be displayed by all contractor owned and/or employee-owned vehicles while parking on campus. Purchase of parking permits, payment of parking fines, or towing fees are the responsibility of the Contractor/vehicle owner. Contact Parking Services at 703-993-2710 for permit information.
- 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 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. **PAYROLL RECORDS:** Contractor agrees to maintain electronic payroll records for all personnel, including subcontractors, performing work under this Contract.
- II. **PERSONNEL:** All personnel performing work under this Contract, shall be an employee of the Contractor or Subcontractor. "1099 employees" or independent contractors shall not be used. The minimum wage paid to any personnel performing work under this Contract shall be, at least, the greater of \$15.25 per hour or the amount required under Virginia or Federal law. Employers will provide all equipment and supplies to their employees that are required for them to perform their duties at no additional expense to the employee.
- JJ. **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.
- KK. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- LL. **RENEWAL OF CONTRACT:** This Contract may be renewed by Mason for five (5) additional one (1) 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.

MM. 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/>."

NN. 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.

OO. 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.

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

QQ. 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.

RR. 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/>.

SS. 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.

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. If Contractor provides goods and services that require the exchange of sensitive University Data, the Data Security Addendum attached to this Contract provides additional requirements Contractor must take to protect the University Data. Mason reserves the right to determine whether the University Data involved in this Contract is sensitive, and if it so determines it will provide the Data Security Addendum to Contractor and it will be attached to and incorporated into this contract. Types of University Data that may be considered sensitive include, but is not limited to, (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University's financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to Mason; and (8) confidential student or employee information.
3. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the

performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

UU. 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.

VV. 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.

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

Contractor Name

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Data Security Addendum for inclusion in GMU-JR0809-24 with
George Mason University (the “University”)**

This Addendum supplements the above-referenced Contract between the University and Full legal name of Firm/Vendor (“Selected Firm/Vendor”) dated _____ (the “Contract”). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services under the Contract or a Purchase Order which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University’s Protected Data (as defined in the Definitions Section of this Addendum) as part of its work under the Contract.

This Addendum sets forth the terms and conditions pursuant to which Protected Data will be safeguarded by the Selected Firm/Vendor during the term of the Parties’ Contract and after its termination.

1. Definitions

Terms used herein shall have the same definition as stated in the Contract. Additionally, the following definitions shall apply to this Addendum.

- a. **“Personally Identifiable Information (“PII”)”** means any information that 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, non-directory information and any other information protected by state or federal privacy laws.
- b. **“University Data”** includes all University owned Personally Identifiable Information and other information that is not intentionally made generally available by the University on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data.
- c. **“Protected Data”** means data identified by University to Selected Firm/Vendor as Protected Data and may include, but is not limited to: (1) PII; (2) credit card data; (3) financial or business data which has the potential to affect the accuracy of the University’s financial statements; (4) medical or health data; (5) sensitive or confidential business information; (6) trade secrets; (7) data which could create a security (including IT security) risk to the University; and (8) confidential student or employee information. ‘Protected Data’ includes both Highly Sensitive and Restricted categories of data as defined in the [University Policy 1114 Data Stewardship](#).
- d. **“Securely Destroy”** means taking actions that render data written on media unrecoverable by both ordinary and extraordinary means. These actions must meet or exceed those sections of the National Institute of Standards and Technology (NIST) SP 800-88 guidelines relevant to data categorized as high security.
- e. **“Security Breach”** means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which University Data is exposed to unauthorized disclosure, access, alteration, or use.
- f. **“Services”** means any goods or services acquired by the University from the Selected Firm/Vendor.

2. Data Security

- a. In addition to the security requirements stated in the Contract, Selected Firm/Vendor warrants that all electronic Protected Data will be encrypted in transmission (including via web interface) and stored at AES-128 encryption or greater. Additionally, Selected Firm/Vendor warrants that all Protected Data shall be Securely Destroyed, when destruction is requested by the University.
- b. If Selected Firm/Vendor’s use of Protected Data include the storing, processing or transmitting of credit card data for the University, Selected Firm/Vendor represents and warrants that for the life of the Contract and while Selected Firm/Vendor has possession of University customer cardholder data, the software and services used for processing transactions shall be compliant with standards established by the Payment Card Industry (PCI) Security Standards Council (www.pcisecuritystandards.org). In the case of a third-party application, the application will be listed as PA-DSS compliant at the time of implementation by the University. Selected Firm/Vendor acknowledges and agrees that it is responsible for the security of all University customer cardholder data or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to protecting against fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor agrees to indemnify and hold University, its officers, employees, and agents, harmless for, from, and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys’ fees), and expenses arising out of or relating to any loss of University customer credit card or identity information managed, retained, or maintained by Selected Firm/Vendor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Selected Firm/Vendor shall, upon written request, furnish proof of compliance with the Payment Card Industry Data Security Standard (PCI DSS) within 10 business days of the request. Selected Firm/Vendor agrees that, notwithstanding anything to the contrary in the Contract or the Addendum, the University may terminate the Contract immediately without penalty upon notice to the Selected Firm/Vendor in the event Selected Firm/Vendor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.

3. Employee Background Checks and Qualifications

- a. In addition to the employee background checks provided for in the Contract, Selected Firm/Vendor shall perform the following

background checks on all employees who have potential to access Protected Data: Social Security Number trace; seven (7) year felony and misdemeanor criminal records check of federal, state, or local records (as applicable) for job related crimes; Office of Foreign Assets Control List (OFAC) check; Bureau of Industry and Security List (BIS) check; and Office of Defense Trade Controls Debarred Persons List (DDTC).

4. Insurance

- a. In addition to the insurance requirements outlined in the Contract, Selected Firm/Vendor agrees to maintain Cyber Liability Insurance in an amount not less than \$2,000,000 per incident, for the entire term of the Contract. The Commonwealth of Virginia and the University shall be named as an additional insured.

5. Security Breach

- a. Liability. In addition to any other remedies available to the University under law or equity, Selected Firm/Vendor will reimburse the University in full for all costs incurred by the University in investigation and remediation of any Security Breach of Protected Data, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract; providing one year’s credit monitoring to the affected individuals if the Personally Identifiable Information exposed during the breach could be used to commit financial identity theft; and the payment of legal fees, audit costs, fines, and other fees imposed by regulatory agencies or contracting partners as a result of the Security Breach.

6. Audits

- a. Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) security audit with audit objectives deemed sufficient by the University, which attests the Selected Firm/Vendor’s security policies, procedures and controls; ii) vulnerability scan, performed by industry-standard and up-to-date scanning technology, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract; and iii) formal penetration test, performed by a process and qualified personnel approved by the University, of Selected Firm/Vendor’s electronic systems and facilities that are used in any way to deliver electronic services under the Contract.
- b. Additionally, the Selected Firm/Vendor will provide the University upon request the results of the above audits, scans and tests, and will promptly modify its security measures as needed based on those results in order to meet its obligations under the Contract. The University may require, at University expense, the Selected Firm/Vendor to perform additional audits and tests, the results of which will be provided promptly to the University.
- c. Selected Firm/Vendor must provide the University with its current industry standard independent third-party certification/attestation such as Service Organization Control (SOC) 2 Type II audit report, ISO27001/2 or equivalent, and provide a list of all subservice provider(s) relevant to the contract. The University shall have sole discretion to determine whether the audit report/certification/attestation provided is sufficient to satisfy the requirements of this paragraph. It is further agreed that such industry standard audit report/certificate/attestation, will be made available free of cost to the University, will be provided upon issuance by the auditor on an annual-basis. The report should be directed to the appropriate representative identified by the University. Selected Firm/Vendor also commits to providing the University with a designated point of contact for these reports, addressing issues raised in the report including if issues have been cited with the subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report. Selected Firm/Vendor agrees to be held legally accountable for the accuracy of any self-attestations provided by the Selected Firm/Vendor towards fulfilling the requirements within this addendum.

IN WITNESS WHEREOF, this Addendum has been executed by an authorized representative of each party as of the date set forth beneath such party’s designated representative’s signature.

Selected Firm/Vendor

George Mason University

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT C - ROOM DATA

Dear RFP Respondents:

Thanks much for your interest in providing print and mail services to George Mason University. Attached is information you will likely find useful when crafting your response to Mason's RFP.

Please note: this process is bound by both University and Commonwealth of Virginia policies that preclude me as contract manager from contacting you directly and vice versa. Moving forward please abide by the procedures outlined on Ficals Services "Doing Business with Mason" page, found here:

<https://fiscal.gmu.edu/purchasing/do-business-with-mason/>

Thanks much for your interest in Mason. I look forward to working with you to provide the best service to Mason students, faculty and staff as well as to the taxpayers of Virginia at the lowest possible cost.

I look forward to meeting you at the walk through!

Regards,

Buz

Buz Grover

Director, Contracts and Special Projects

George Mason University, Auxiliary Services and Operations

Alan and Sally Merten Hall, Suite 4400

Office: (703) 993-5784

hgroveri@gmu.edu

Web: aso.gmu.edu



Helpful Information and Links:

Link to Office of institutional Effectiveness and Planning. Data regarding current enrollment, number of residential students, and other facts and figures can be found here:

<https://oiep.gmu.edu/>

Current enrollment figures from above:

https://oiep.gmu.edu/wp-content/uploads/2024/07/CDS_NEW_2023_2024-FINAL.xlsx

Maps of the various Mason campuses:

maps.gmu.edu

Current print and mail website:

<https://printandmail.gmu.edu/>

Mason's Print Hub website where Mason and non-Mason users submit their print jobs. Please note, current Print Hub job types and services are shown here by campus:

<https://www.gmuprinthead.com/>

Link to the Spiceworks trouble ticketing system used by the incumbent:

<https://printandmail.gmu.edu/print/>

Various pages devoted to Mason's Information Technology Services:

Landing page:

<https://its.gmu.edu/>

Project management:

<https://its.gmu.edu/working-with-its/ppmo/>

Architectural Standards Review:

<https://its.gmu.edu/working-with-its/asrb/>

Service catalog:

<https://its.gmu.edu/find-a-service/>

Web, Servers, and Hosting:

<https://its.gmu.edu/service/category/web-servers-hosting/>

Security:

<https://its.gmu.edu/working-with-its/it-security-office/>

Card Office/Mason Money (student print is currently billed against Mason Money funds):

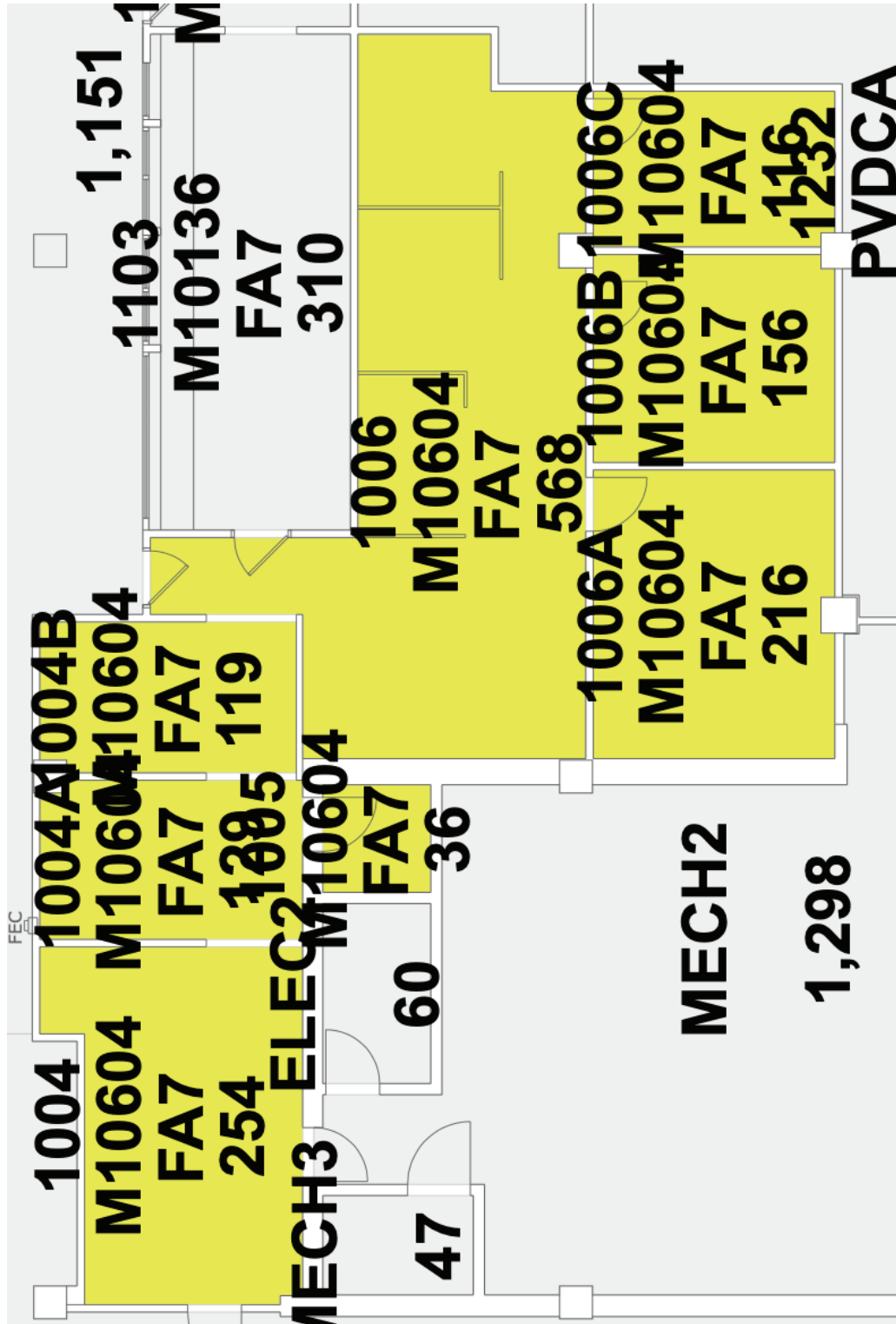
<https://aso.gmu.edu/services/mason-card/#MasonMoney>

University Policies

<https://universitypolicy.gmu.edu/>

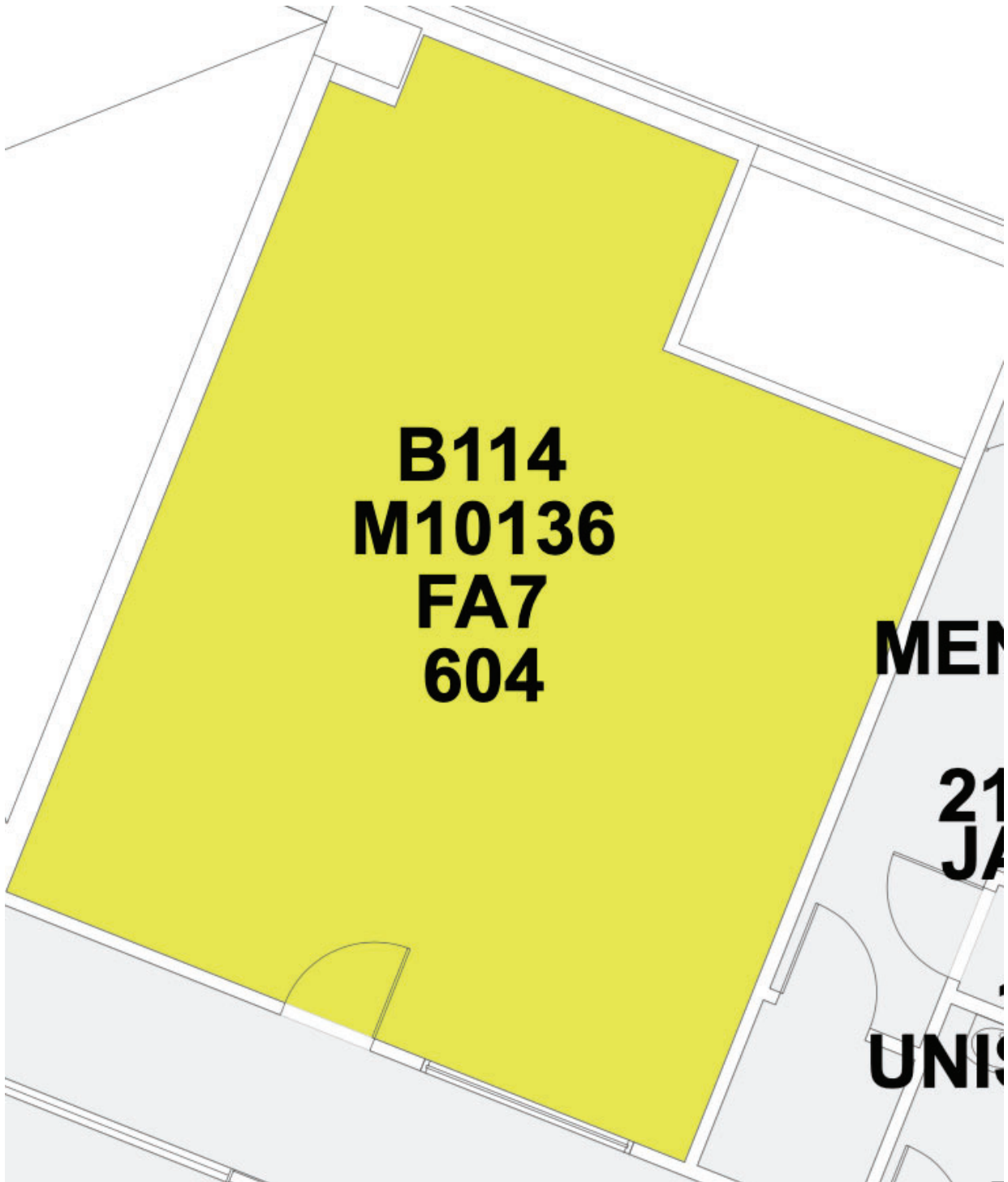
Fairfax Print Detail

Highlighted Areas used by Print



Mason Sq. Print/Mail Detail

Highlighted Areas used by Print/Mail



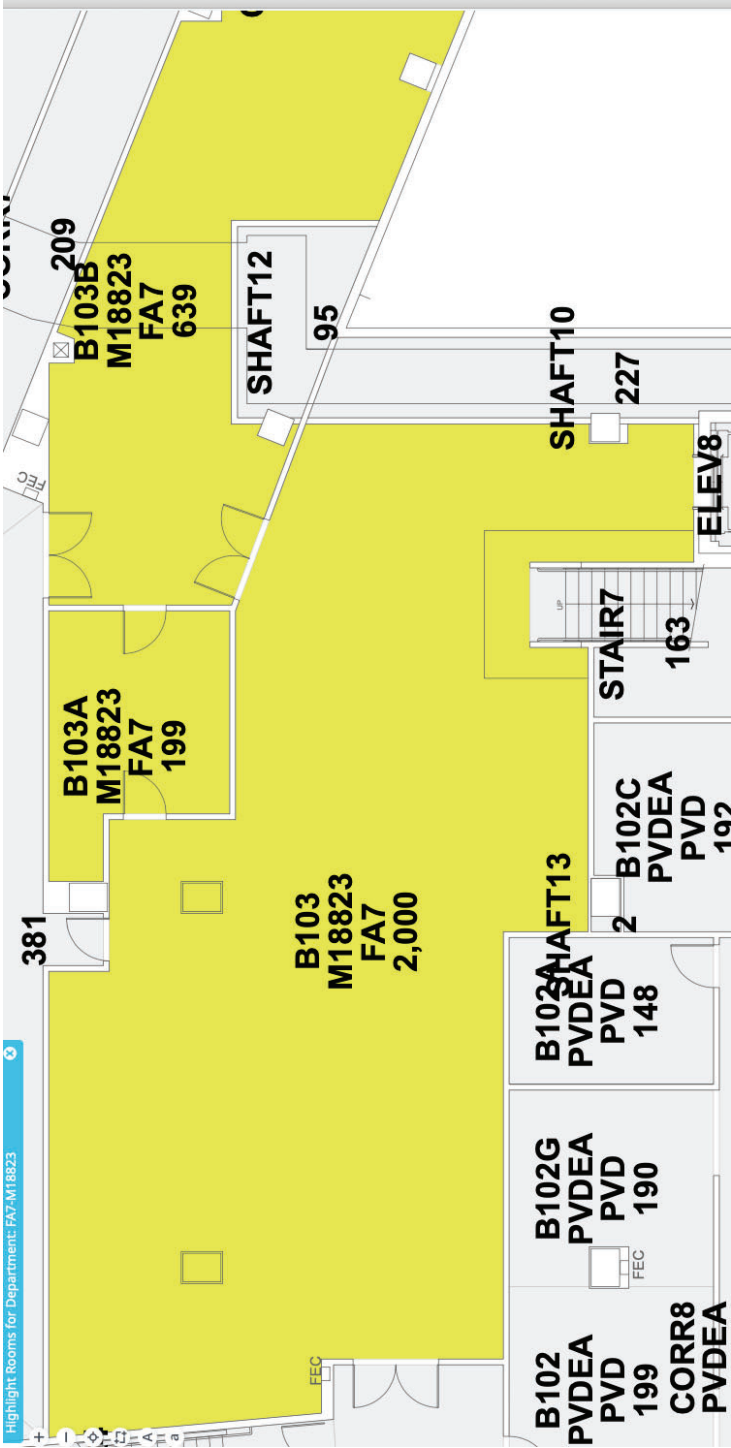
Mason Sq. Print/Mail Overview

Highlighted Areas used by Print/Mail



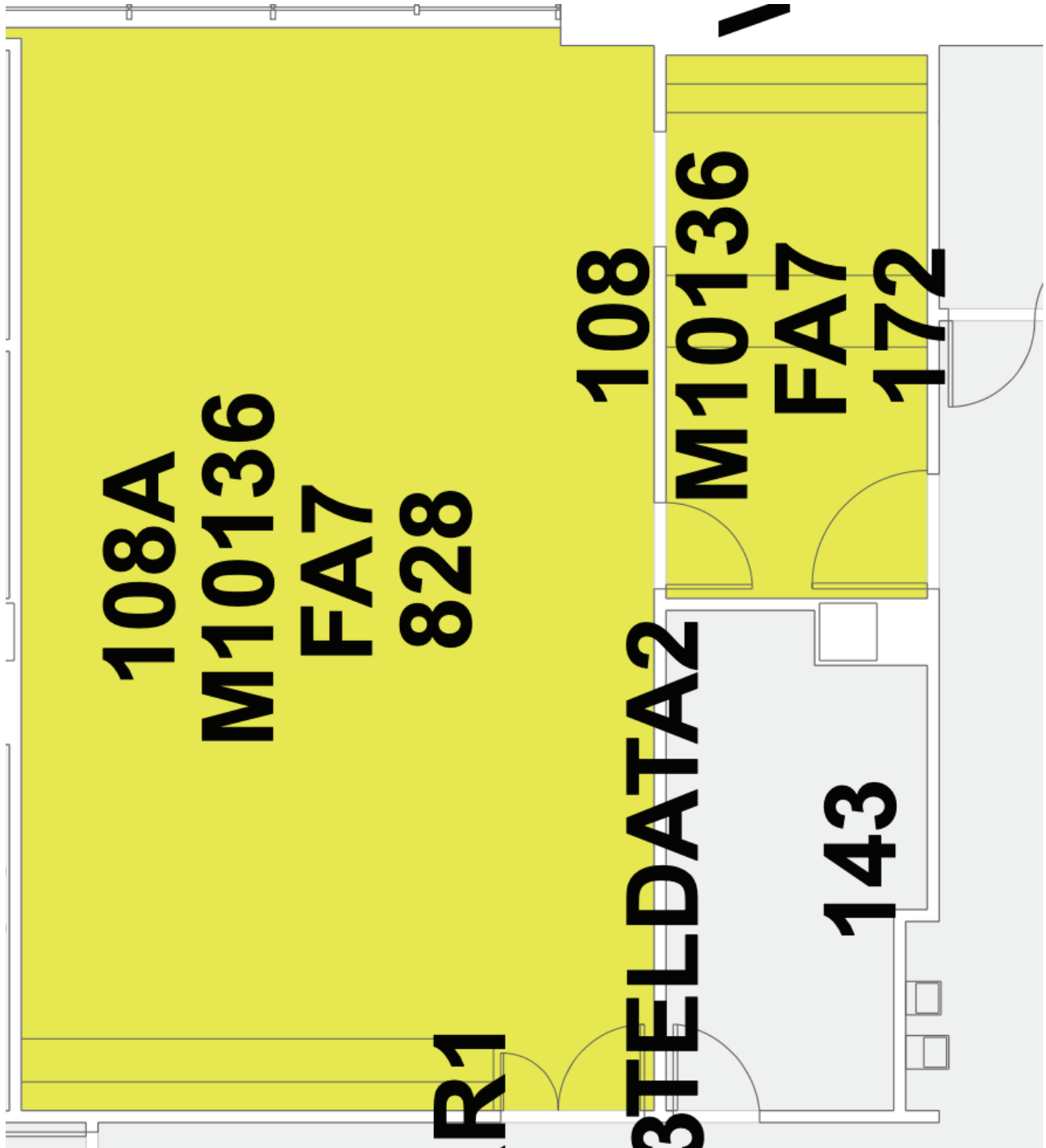
Mason Sq. New Space Detail

Highlighted Areas Used by Print/Mail



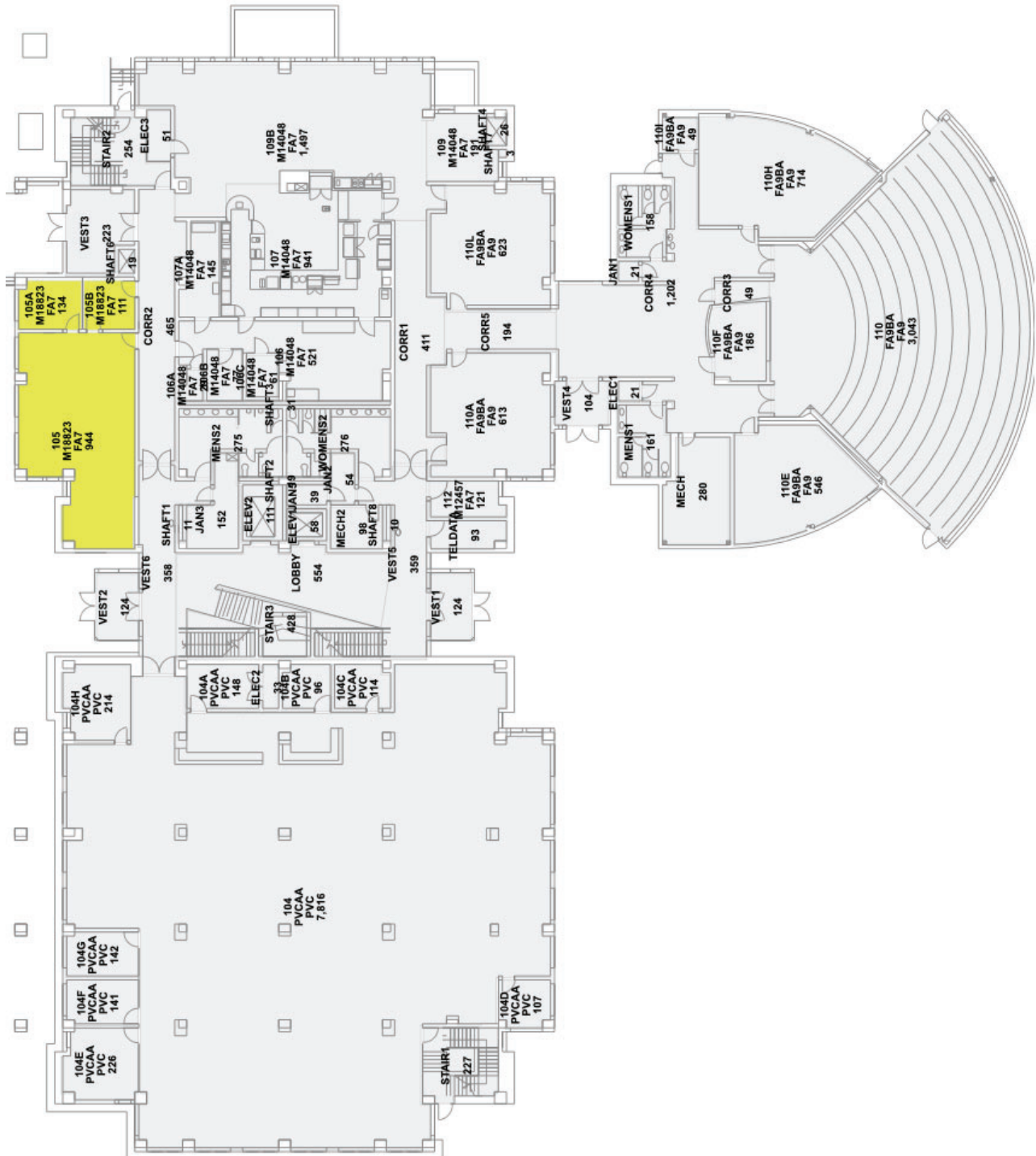
SciTech Current Space Detail

Highlighted Areas for Potential Use by Print/Mail



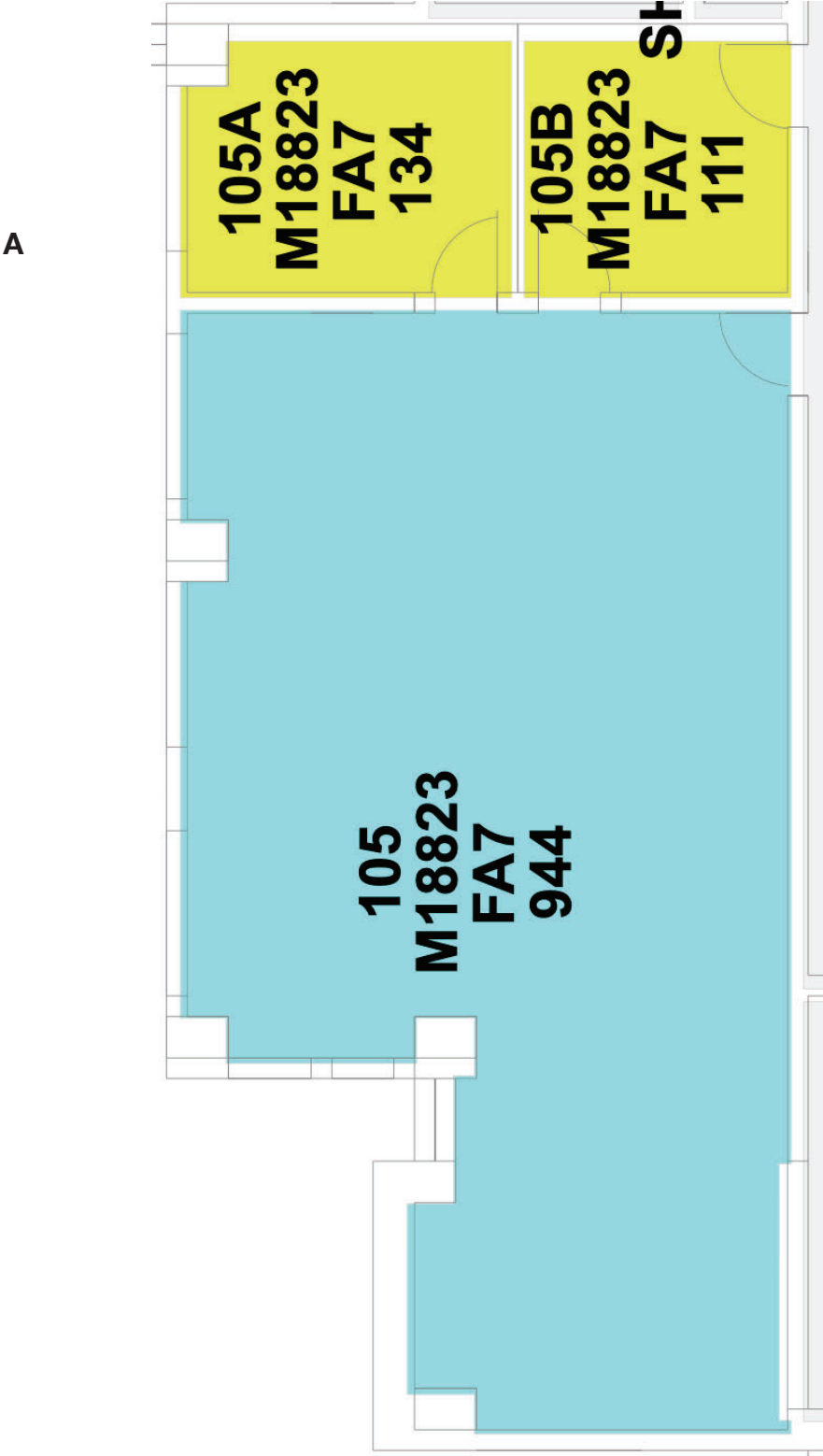
SciTech New Space Overview

Highlighted Areas for Potential Use by Print/Mail



SciTech New Space Detail

Highlighted Areas for Potential Use by Print/Mail



ATTACHMENT D - PACKAGE DATA

Package Summary Report[33]

Year	Month	Received	Routed	Attempted	Stored	Delivered Counter	Delivered Courier	Total
2022	January	1510	516	491	6659	7897	0	17,073
2022	February	1678	705	441	11876	13237	0	27,937
2022	March	1380	512	135	8284	9576	0	19,887
2022	April	1443	395	182	8074	9282	0	19,376
2022	May	1335	251	59	3026	4317	0	8,988
2022	June	1011	184	265	1013	2193	0	4,666
2022	July	916	134	6	845	1557	0	3,458
2022	August	1555	843	123	7624	8960	0	19,105
2022	September	1412	908	562	13923	15257	0	32,062
2022	October	1374	648	385	11678	12729	0	26,814
2022	November	1039	681	162	7461	8228	0	17,571
2022	December	967	544	192	3967	4647	0	10,317
2023	January	1282	1106	373	5793	6953	0	15,507
2023	February	1256	874	331	10332	11528	0	24,321
2023	March	1435	523	84	8408	9126	0	19,576
2023	April	1398	463	252	7373	3397	4796	17,685
2023	May	1315	396	149	2922	146	3452	8,380
2023	June	1174	230	3	816	69	1586	3,878
2023	July	946	174	22	808	64	1388	3,402
2023	August	1409	1095	242	8679	469	9478	21,372
2023	September	1339	1046	213	11659	445	12534	27,236
2023	October	1165	845	236	12886	238	13314	28,684
2023	November	1006	737	253	8592	114	9216	19,918
2023	December	829	358	101	4143	106	4470	10,007
2024	January	1122	1203	246	8981	234	9682	21,468
2024	February	999	724	248	9939	163	10539	22,612
2024	March	1047	509	106	7165	112	7847	16,786
2024	April	1189	588	153	8231	75	8816	19,052
2024	May	879	298	4	1563	38	2271	5,053
2024	June	858	194	10	875	40	1505	3,482
2024	July	761	192	5	1033	75	1430	3,496
2024	August	0	7	0	18	0	27	52