



Purchasing Department

4400 University Drive, MS 3C5, Fairfax, Virginia 22030
Phone: 703-993-2580; Fax: 703-993-2589

September 15, 2010

Mr. Michael Sheldon
MSSmedia, Inc.
1200 Brickell Avenue, Suite 1220
Miami, FL 33132

Subject: Award RFP GMU-478-09 Campus Bus/Bike Shelters and Advertising

Dear Mr. Sheldon:

I have enclosed a signed original copy of the two-party contract along with a signed copy of the Memorandum of Understanding for RFP GMU-478-09 awarded to MSSmedia, Inc. The initial contract period is September 3, 2010 through 10-year period with five (5) one-year renewal options. Per the enclosed MOU and design, Mason has agreed to order three (3) 8' x 20' Bike Shelters and seven (7) 8' x 12' Bike Shelters.

Please forward to my attention your insurance certificate per the terms and conditions of the contract.

Mr. Josh Cantor has been named the Contract Administrator for this contract. Josh will be responsible for approving commission checks, shelter design, shipping, set-up, and advertising and shall use all powers under the contract to enforce its faithful performance. Please reference the contract number GMU-478-09 on all commission checks and paperwork submitted in connection with this contract. Any modifications made must be authorized by Mason's Purchasing Department as a written addendum to the contract. Please coordinate all start of activities with Josh PH 703-993-1239 or email jcantor1@gmu.edu.

We look forward to a successful relationship between MSSmedia and Mason.

If you have any questions or concerns, please feel free to contact me at (703) 993-2591.

Regards,

A handwritten signature in black ink, appearing to read "C Sempsrott".

Cindy Sempsrott
Senior Buyer / Contract Officer

Cc: Josh Cantor

Enclosures



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COMMONWEALTH OF VIRGINIA 13 A 11: 51
GEORGE MASON UNIVERSITY
STANDARD CONTRACT
G.M.U. PURCHASING

This Contract is entered into this 3rd day of September, 2010 by MSSmedia, Inc., hereinafter called "MSSmedia" and Commonwealth of Virginia, George Mason University hereinafter called "Mason".

WITNESSETH that MSSmedia and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:

SCOPE OF CONTRACT: MSSmedia shall provide bus/bike/kiosks "as requested" at no cost to Mason with a commission to Mason from advertising as set forth in the Contract Documents.

TERM OF CONTRACT: Start date: 9/3/2010 through ten-year period with five (5) one-year renewal options remaining.

COMMISSION FEE: 15%

COMMISSION PAYMENT METHOD AND SCHEDULE: MSSmedia will remit a commission check bi-yearly as follows:

Within 30 days from June 30th

Within 30 days from December 30th

THE CONTRACT DOCUMENTS SHALL CONSIST OF:

- (1) This signed form;
- (2) Mason's Request for Proposal GMU-478-10, in its entirety;
- (3) MSSmedia Signed Proposal Dated June 19, 2009 incorporated herein.
- (4) Memorandum of Understanding Signed by MSSmedia September 3, 2010
- (5) The provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§ 23-38.88 et seq.) of Title 23 of the Code of Virginia, and in particular § 23-38.90 of the Restructuring Act, referred to as the "Governing Rules". For complete information visit:
<http://fiscal.gmu.edu/Forms/Purchasing%20Forms/GTC09-2.pdf>

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

MSSmedia, Inc.



By: Michael Sheldon 

Title: President

By: _____

Title: _____

George Mason University

By: 
Title: 

By: _____

Title: _____

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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MEMORANDUM OF UNDERSTANDING 11: 51
RFP GMU-478-09
BUS / BIKE SHELTERS AND ADVERTISING

The following changes were negotiated between George Mason University (Mason) and MSSmedia, Inc. (MSSmedia) and hereby agreed to by both parties concerning Request for Proposal GMU-478-09 Bus/Bike Shelters and Advertising.

PERIOD OF PERFORMANCE: Award Date through ten-year period with five (5) one-year renewal options remaining.

Per MSSmedia letter dated August 9, 2010 the following items have been agreed to:

1. Aside from alcohol, tobacco, sexual and misleading advertisements prior to marketing to any local or national businesses, Mason would provide MSSmedia a list of advertisers who are definitely NOT allowed to advertise on the Mason campus. As soon as MSSmedia has an advertiser that is going to sign a contract, MSS media will send an email to the appropriate point person at Mason to approve or disapprove on the advertiser. If the advertiser is allowed, MSSmedia will then send over the artwork in PDF format. As soon as Mason receives the artwork, the Mason point person will advise MSSmedia if the advertisement artwork is approved or if any changes will be needed to have the advertisement permitted on Mason campus.
2. MSSmedia guarantees a warranty to their units installed on Mason campus for the full term of the contract. MSSmedia will fix or replace any unit that is damaged. MSSmedia will ensure that the units remain like new.
3. Mason will be responsible for routine cleaning of the units (taking down fliers, pressure cleaning every few months), as well as, notifying MSSmedia of any visible damage that has been spotted.
4. MSSmedia will be fully liable for damaged shelters/kiosks.
5. Mason has agreed to order at the signing of the two-party contract the following units per the attached design:
Three (3) 8' x 20' Bike Shelters
Seven (7) 8' x 12' Bike Shelters
6. After the first year signing of contract, if additional shelters/kiosks are required, MSSmedia will provide Mason with a 10-year depreciation cost chart for each unit requested. MSSmedia will invoice Mason the depreciated cost for the remaining year(s) of the contract.

It has been negotiated and agreed to that MSSmedia will deliver units unassembled. MSSmedia will have their team assemble units on Mason campus. Mason will have their Facilities team install units. MSSmedia will be required to furnish an insurance certificate per the "Governing Rules" as follows:

The Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation.

1. Worker's Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their worker's compensation requirements under the Governing Rules §25 during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The

Commonwealth of Virginia/George Mason University is to be named as an additional insured with respect to the services being procured and endorsed on the policy.

Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in

SECTION VII COMMISSION PAYMENT SCHEDULE:

MSSmedia will issue a commission check bi-yearly as follows:

Within 30 days from June 30th

Within 30 days from December 30th

COMMISSION FEE: 15%

ACCEPTED BY:

MSSMEDIA, INC.

Signature

President

Title

9/3/10

Date

GEORGE MASON UNIVERSITY

Signature

Senior Buyer

Title

9-15-10

Date

