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REQUEST FOR PROPOSALS GMU-1590-19

ISSUE DATE: June 6, 2019

TITLE: Athletic Apparel, Footwear, Equipment, Product and Monetary Program Support II

PRIMARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu

SECONDARY PROCUREMENT OFFICER: Chris Mullins, Senior Buyer, smullin4@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on June 18, 2019. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on June 21, 2019. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: July 2, 2019 @ 2:00 PM EST. Hand deliver or mail proposals directly to the address above. Electronic submissions will not be accepted. A public opening will not be held. Late proposals will not be accepted.

Note: A return envelope is not being provided. It is the responsibility of the Offeror to ensure the proposal is submitted in a sealed envelope, box, container, etc. that clearly identifies the contents as a proposal submission in response to this Request for Proposal. See Section X Paragraph C herein. If delivering proposals by hand, deliver to the Purchasing Department located in Suite 4200 of Alan and Sally Merten Hall (Merten Hall), Fairfax Campus. [Campus Map](#). Office hours are 8:30AM to 5:00PM.

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: _____

By: _____

Signature

Address: _____

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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

SWaM Certification Number: _____

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

RFP# GMU-1590-19

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- I. PURPOSE.** The purpose of this request is to solicit proposals from qualified sources to establish a term contract with one qualified source through competitive negotiations to be the exclusive provider of athletic apparel and footwear, equipment, product and other monetary compensation. George Mason University (hereinafter called “Mason” or “university”) is an Institution of Higher Education 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. Any exceptions to our standard contract should be noted 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 shall take precedence over all other documents and will govern the terms and conditions of the contract.
- V. ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract 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 this 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. PERIOD OF PERFORMANCE:** Three (3) years from date of award with two (2) one (1) year renewal options, or

as negotiated.

IX. STATEMENT OF NEEDS:

A. GENERAL:

1. Mason intends to consolidate its apparel purchasing power under one manufacturer with the expectation that this will allow it to buy directly from the manufacturer without going through a dealer/distributor and incurring their mark-up; receive promotional apparel for coaches and athletic staff; enhance recruiting and marketing through association with a high profile manufacturer.
2. While the intent is to incorporate all of Mason's 22 intercollegiate programs competing within NCAA Division I under a single "official" apparel company, any 'items' not handled by the selected Offeror will be purchased through other companies. However, any Offeror responding must at a minimum propose to provide 'compensation' in some form for Mason's two "flagship" athletic programs: Men's Basketball and Women's Basketball.

B. SPECIFIC:

1. Items Sought: Items sought include, but are not limited to, game and practice jerseys, pants, practice shirts, headwear, shorts, wind suits, travel gear, warm-up gear, travel bags, socks, sports bras, footwear, camp apparel, and school issued coaches apparel. Equipment including but not limited to, Balls, Bats, protective equipment, and other hard goods.
2. Programs to be Outfitted and Supported: All, with the ability for other departments to order for their employee apparel needs
3. Endorsement Rights: Offeror shall provide a narrative summary that details how their proposed program handles, as applicable, Endorsement Rights, to include:
 - a. Designation as the exclusive supplier and sponsor of products the named Intercollegiate Athletic programs;
 - b. Rights to utilize University Endorsement, Coach Endorsements and/or Designations worldwide, in any media (now known or hereafter created) including, but not limited to, the worldwide web, CD-ROM and other interactive and multi-media technologies, in connection with the manufacture, advertising, marketing, promotion and sale of proposed Products and in the creation and production of Offeror's sports-themed games and programming. Such rights shall specifically include, but shall not be limited to, the following:
 1. The exclusive right to supply Products for the Intercollegiate Athletic Program(s), and to use the Designations;
 2. The right to use game photographs ("Game Photos"), videotape and/or film footage ("Game Footage") the Intercollegiate Athletic Program(s), subject to applicable NCAA rules and regulations with respect to the depiction of eligible athletes.
4. Advertising & Product Approvals: Offeror shall provide a narrative summary that details proposed plan, as applicable, to use the University Endorsement in any consumer advertising or promotion.
5. Design and Marketing: Offeror shall provide a narrative summary that details how Offeror's market presence, expertise and innovation in the design of performance apparel and products and sports marketing will benefit the University and its brand.

6. Promotional Appearance: Offeror shall provide a narrative summary that details proposed plan, as applicable that addresses ‘promotional appearance’ commitments by University Head Coaches. Offeror will use their connections to provide a “promotional appearance” by one of their sponsored athletes at University Events.
7. Annual Supply Obligations: Offeror shall provide a narrative summary that details the how and when the various apparel, footwear, equipment, products and/or other monetary compensation will be provided to the University, to include type of compensation, how compensation may be applied to acquisitions, whether compensation provide in terms of product support is off MSRP, retail or wholesale costs, scheduling for fittings, order by dates for each covered program, anticipated delivery dates for each covered program, etc.
8. Ordering Procedures: Offeror shall provide a narrative summary that details how the University’s Athletic Department will place orders for the respective covered programs, and shall include any information on available “technology” to ensure efficient and expedient order-to-delivery processes.
9. Billing Procedures: Offer shall provide a narrative summary of how the University will be billed and by whom. Please list all subsidiaries, and or licensees that the university would be invoiced from.
10. Retail Sales: Offeror shall provide a narrative summary that details the timeline associated with processing retail orders for the campus bookstore with a focus on delivery and replenishing product throughout the selling season. It should also speak to its ability to source Mason branded products to national retail stores (ie. Dicks Sporting Goods, Amazon, Fanatics, Walmart). Additionally, it should address its ability and process, timelines associated with responding to hot markets. Lastly, Offeror should address its process associated with providing official team jerseys in retail as well as speak to its general quality of merchandise to be sold in retail.

C. REQUIREMENTS:

1. Product Exclusivity: The University’s NCAA teams will, unless otherwise agreed to in writing between the successful offeror and Mason, wear and use the offeror’s footwear, apparel, uniforms, balls, equipment, and accessories in the sport impacted, and will not wear or use any competitor’s products on either game days, practices, or during training.
2. Service Agreement: All sales and service will be a DIRECT relationship between George Mason University and the successful vendor.
3. Licensing: George Mason University enjoys a contractual registration and licensing relationship with CLC. It is a requirement of all contractors providing goods and/or merchandise bearing the trademarks/names or logos of George Mason University to be currently licensed through CLC. Please note the registration and licensing fee is the sole responsibility of the contractor at no charge to the University. The licensee requirements include, but may not be limited to, reporting and payment of royalties, submitting ALL artwork electronically through Brand Manager 360 for approval (including team uniforms, promotional products and giveaways), maintaining product liability insurance, compliance with labor code standards, and affiliation with the Fair Labor Association. A copy of the Use of the University’s Trademark Policy is available for review here: <http://universitypolicy.gmu.edu/policies/use-of-the-universitys-trademarks/>. The successful Offeror shall provide the University Licensing Director with contact information of its Licensing Director.
4. Product Sourcing: The successful Offeror shall be an authorized reseller of the athletic apparel and equipment being offered. The successful Offeror shall not ship substitute items without advance approval from authorized GMU personnel and shall be requested and submitted in writing solely to the Contract Administrator.

X. 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 original hardcopy (paper) of the entire proposal including all attachments and proprietary information and four (4) extra hardcopies (paper) including all attachments and proprietary information. In addition, the Offeror shall submit one (1) electronic CD copy of the entire proposal including all attachments and proprietary information. If proposal contains proprietary information, then submit an extra electronic CD copy with the proprietary information removed (see Item 2e below for further details). The Offeror shall make no other distribution of the proposals.
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. Each hardcopy of the proposal should be bound in a single volume where practical. The original hard copy proposal must be clearly marked on the outside of the proposal. All documentation submitted with the proposal should be bound in that single volume.
 - d. 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. If a response covers more the one page, the paragraph number and sub letter should be repeated at the top of the next page. 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. Proposals which are not organized in this manner risk being eliminated from consideration if the evaluators are unable to determine where the RFP requirements are specifically addressed.
 - e. Ownership of all data, material and documentation originated and prepared for Mason pursuant to the RFP shall belong exclusively to Mason and be subject to public inspection in accordance with Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offerors shall not be subject to public disclosure under this Act; however, the Offeror must invoke the protection of §34 of the *Governing Rules* in writing, either before or at the time the data is submitted. **The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.** The proprietary or trade secret material submitted must be identified in some distinctive method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs which constitute proprietary or trade secrets. **Labeling the entire contents of a proposal, line item prices and/or total prices as proprietary is not acceptable. 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 of their proposal to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will not affect the original submitted proposal. If required, oral presentations are tentatively scheduled for July 17, 18 & 19, 2019. Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the contractors 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 are required to submit the following items as a complete proposal.

1. Return signed cover page and all addenda, if any, signed and completed as required.
2. Return Attachment A - Vendor Data Sheet
3. References: No fewer than three (3) that demonstrates the Offeror's qualifications preferably other comparable higher education institutions your firm is/has provided equipment/management services which are similar in size and scope to that which has been described herein.
4. Qualifications and Experience:
 - a. Describe your qualifications to provide the goods/services desired.
5. Describe in detail your approach to each of the following items and include all associated costs:
 - a. Describe experience in working with users of this type of contract to determine needs and provide athletic apparel and equipment. Include timeline for ordering and method for collaboration for the term of the resulting contract.
 - b. List all contact information for ordering, invoicing, licensing, customer service, etc.
 - c. Provide complete catalog, style guide and/or link to electronic catalog of all available athletic apparel and equipment being offered. Access to real time inventory including pricing with ability to order online is preferred.
 - d. Describe in detail communication plan with George Mason University, specifically the method in which the University will stay informed of the status of pending orders.
 - e. Describe timeframe for providing adequate sample items, material, or color swatches. Ability to obtain size run before ordering is preferred.
 - f. Describe delivery options and policies, including in-stock, rush, and manufacturer order for the athletic apparel and equipment being offered. All orders shall be FOB destination. Include information regarding delivery costs and/or free delivery.
 - g. Specify turnaround time for delivery (standard, rush, etc.) of the athletic apparel and equipment being offered including custom uniforms.
 - h. Describe ability to maintain sufficient stock in George Mason University colors for timely delivery. Include ability to provide replacement apparel and equipment within competition time restraints. Ability to exchange same day is preferred.
 - i. Describe return policy and associated costs.
 - j. Describe the process for replacement of defective, broken, or damaged athletic apparel and equipment.
 - k. Describe available warranties.
 - l. Describe quality control process.

- m. Provide sample quote and invoice.
- n. Describe embroidery, screen-printing, heat transfer, and sublimation services and all associated costs.
- o. Identify any other goods or services being offered to George Mason University and any associated costs.
- p. Describe how you would create a transition plan for a period of not less than 2 years in which existing inventories of outside manufacturer's equipment, apparel and footwear would be utilized and how such would affect this contract.
- q. Describe any rebates and/or allowances for coaches sideline apparel and the process for obtaining such.
- r. Describe any Corporate Sponsorship and/or Incentive Plan to be provided to the University.
- s. Describe how you would administer ordering by a single departmental designated equipment manager.
- t. Describe how contract pricing will be determined; ie. percentage off retail price.
- u. Describe additional areas of expertise staff would have access to including but not limited to: guest speakers, branding, and creative content.
- v. Describe ability to use official NCAA equipment in lieu of vendor equipment as well as an athlete's ability to wear footwear other than selected vendor.

C. **IDENTIFICATION OF THE PROPOSAL ENVELOPE:** **Return envelopes are not being provided. It is the responsibility of the Offeror to clearly mark submission envelopes identifying the contents as a response to this Request For Proposal as follows:**

FROM: Name of Offeror _____ Due Date/Time: **July 2, 2019 @ 2:00 PM**

Street or Box Number _____ RFP Number: **GMU-1590-19**

City, State, Zip Code _____ RFP Title: **Athletic Apparel and Footwear II**

The envelope or package should be addressed to the Issuing Agency as directed on Page 1 of the solicitation. If a proposal is mailed, the Offeror takes the risk that the envelope/package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bid/proposal should be placed in the envelope.

XI. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:

A. **EVALUATION CRITERIA:** Proposals shall be evaluated by George Mason University using the following criteria:

	<u>Description of Criteria</u>	<u>Maximum Point Value</u>
1.	Quality of products (as determined by Mason).	25
2.	Pricing.	25
3.	Sponsorship/monetary consideration.	25

- | | | |
|----|--|----|
| 4. | Creativity and innovation. | 20 |
| 5. | Vendor is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time. | 5 |

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 vendors 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.*).

XII. 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.

XIII. 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 ePayables credit card program. The vendor shall submit an invoice and will be paid via credit card on the 20th day from receipt of a valid invoice. The vendor will incur standard credit card interchange fees through their processor. All invoices should be sent to:

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

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

Please state your payment preference in your proposal response.

XIV. SOLICITATION GENERAL TERMS AND CONDITIONS:

- A. GENERAL TERMS AND CONDITIONS – GEORGE MASON UNIVERSITY:
<http://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>
- B. SPECIAL TERMS AND CONDITIONS – GMU-1590-19. (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).
1. 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).
 2. COMPLIANCE WITH LAW: (If Applicable): All goods and services provided to George Mason University shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
 3. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that he/she has fully complied with the Virginia Conflict of Interest Act; furthermore certifying that he/she is not currently an employee of the Commonwealth of Virginia.
 4. OBLIGATION OF OFFEROR: It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that is 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 this contract because of any misunderstanding or lack of information.
 5. 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.

XV. RFP SCHEDULE: Subject to change.

- Issue in eVA: 6/6/19
- Advertise in Washington Post: 6/6/19
- Submit questions by: 6/18/19
- Post Question Responses: 6/21/19
- Proposals Due: 7/2/19
- Proposals to committee: 7/3/19
- Review and score proposals: 7/3/19 – 7/11/19
- Scores due to Purchasing: 7/12/19
- Oral presentations (if necessary): 7/17/19 - 7/19/19
- Negotiations/BAFO: Week of 7/22/19
- Award: TBD
- Contract start date: TBD

ATTACHMENT A
VENDOR DATA SHEET
TO BE COMPLETED BY OFFEROR

1. **QUALIFICATION OF OFFEROR:** The Offeror certifies that they have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time in business providing this type of service:

Type of Business: _____ . _____ Years _____ Months

3. **BUSINESS STATUS:**

A. Type of organization (circle one):

Individual
Sole Proprietor

Partnership
Government

Corporation
Other (explain)

B. Category (circle one):

Manufacturer/Producer
Service Establishment
Other (explain)

Mfg.'s Agent
Distributor

Retailer
Wholesaler

C. Status (circle one):

1. (MB) MINORITY OWNED. Defined as actively managed and at least 51% owned by an American Citizen of one of the following ethnic backgrounds; Native American, Black, Hispanic, Asian or Asian Pacific.
2. (WB) WOMAN OWNED. Defined as actively managed and at least 51% owned by a woman or group of women.
3. (SB) SMALL BUSINESS: Defined by the US Small Business Administration as independently owned and operated, with annual revenues less than \$5M (services) or less than 500 employees (manufacturing). May include non-profit or publicly owned business entities.

I certify the accuracy of this information.

Signed: _____

Title: _____

Printed Name: _____

Date: _____



Purchasing Department
4400 University Drive, Mailstop 3C5
Fairfax, Va. 22030
Voice: 703.993.2580 | Fax: 703.993.2589

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 _____ by _____ hereinafter called “Contractor” (located at _____) and Commonwealth of Virginia, George Mason University hereinafter called “Mason”.

- 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 _____ as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** As negotiated
- IV. **PRICE SCHEDULE:** As negotiated
- 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 Administrators shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Mason’s Request for Proposal Dated _____;
 - C. Contractor’s Proposal for Service Dated _____;
- VIII. **GOVERNING RULES:** This Contract is governed by 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*” 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 solicitation and resulting contract 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, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with the contract terms. The Contractor shall notify George Mason University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide

semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from George Mason University. George Mason 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 George Mason 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 the need may be.

X. STANDARD TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this contract contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 35).

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 vendor.
- C. ANTITRUST: By entering into a 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 said contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.

- E. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate this Contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial Contract period is for more than 12 months, the resulting Contract may be terminated by either party, without penalty, after the initial 12 months of the Contract period upon 60 days written notice to the other party. 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.
- I. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Director of Purchasing and Accounts Payable
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Director of Purchasing and Accounts Payable.
 3. Upon receiving the written claim, the Director of Purchasing and Accounts Payable will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Director of Purchasing and Accounts Payable's decision in accordance with § 55 of the *Governing Rules*.
- J. 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.
- K. COMPLIANCE WITH LAW: All goods and services provided to Mason shall be done so in accordance with any and all local, state and federal laws, regulations and/or requirements. This includes any applicable provisions of FERPA or the "Government Data Collection and Dissemination Practices Act" of the Commonwealth of Virginia.
- L. CONFIDENTIALITY OF PERSONAL IDENTIFIABLE INFORMATION: The Contractor shall assure that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, 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. The Contractor shall utilize, access, or store personal identifiable information as part of the performance of this contract in a secure environment and immediately notify Mason of any breach or

suspected breach in the security of such information. Contractor shall allow Mason to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

- M. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- O. 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.
- P. 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.
- Q. FORCE MAJEURE: Mason will not be responsible for any losses resulting from delay or failure in performance resulting from any cause beyond Mason's control, including without limitation: war, strikes or labor disputes, civil disturbances, fires, natural disasters, and acts of God.
- R. 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.
- S. INDEMNIFICATION: Contractor will indemnify and hold harmless Mason, its officers, agents and employees from any and all costs, damages or loss, claims, liability, expenses (including, without limitation, attorney's fees and expenses) caused by or arising out of the performance and or non-performance of the Contract by the Contractor or its agents or subcontractors including the provision of any service or product.
- T. 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.
- U. INFORMATION TECHNOLOGY ACCESS ACT: The Contractor certifies that it is in complete compliance with §2.2-3500 - §2.2-3504 of the Code of Virginia. More information can be viewed at: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+cod+TOC0202000003500000000000>
- Compliance with the foregoing non-visual access standards will not be required if Mason's Director of Purchasing, or designee, determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available. Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.
- V. 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.

- W. 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.
- X. REMEDIES: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- Y. RENEWAL OF CONTACT: As negotiated
- Z. 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.
- AA. SOVEREIGN IMMUNITY: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- BB. 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.
- CC. WAIVER: The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.
- 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.

Contractor Name Here

By:

Signature

Date

Name: _____

Title: _____

George Mason University

By:

Signature

Date

Name: _____

Title: _____