



Purchasing Department
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<http://fiscal.gmu.edu/purchasing/>

GMU-1469-18
SPORTS MASSAGE THERAPY SERVICES

This Contract entered on this 28th day of August 2018 by Jennifer Milton hereinafter called "Contractor" (located at 5840 Bridgetown Court, Burke, VA 22015) 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 sports massage therapy services for the Intercollegiate Athletics Department of George Mason University as set forth in the Contract Documents.
- III. **PERIOD OF CONTRACT:** August 15, 2018 through August 14, 2021 with two (2) one-year renewal options.
- IV. **PRICE SCHEDULE:** \$80 per hour with no extra fee charges allowed.
- V. **CONTRACT ADMINISTRATION:** Debi Corbatto, Sr. Associate Athletic Director: Performance, Well-Being, and Risk Management, Intercollegiate Athletics, 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:** Net 30 payment terms. Invoices should be submitted via email to the designated Accounts Payable email address which is acctpay@gmu.edu.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Data Security Addendum (incorporated herein by reference);
 - C. RFP No. GMU-1469-18, in its entirety (incorporated herein by reference);
 - D. Contractor's proposal dated 4/1/18 (incorporated herein by reference);
 - E. Negotiation Responses (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 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 Contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University 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 the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

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

1. During the performance of this Contract, the 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. BACKGROUND CHECKS: Contractor's employees must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in Administrative Policy Number 2221 – Background Investigations, the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel 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.
- J. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- K. 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.
- L. 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.
- M. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws 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 personally 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. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract: <http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf>

N. CONFIDENTIALITY REQUIREMENTS:

1. Contractor warrants that it will cooperate with the University in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with the privacy officials and other compliance officers required by HIPAA and its regulations.
2. Virtual data storage of all NCAA compliance and medical forms, for individual student-athletes, must meet Family Educational Rights and Privacy Act (FERPA) and HIPAA compliance standards.

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. DEBARMENT STATUS: As of the effective date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.

Q. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with this Contract awarded to Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

R. 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.

S. 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:

(i) notify Mason (by sending an email to export@gmu.edu), and

(ii) 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.
- T. **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.
- U. **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.
- V. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University 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 the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- W. **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.
- X. **INFORMATION SECURITY:** In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor 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. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor 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 contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor 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. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.
- Y. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree 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 George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University 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.

- Z. **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.
1. Commercial General Liability and Professional Liability Insurance in an amount not less than \$2,000,000 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;
- AA. **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.
- BB. **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).
- CC. **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.
- DD. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- EE. **RENEWAL OF CONTRACT:** This Contract may be renewed by Mason for two (2) successive one-year periods under the terms and conditions of the original 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 "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.
 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 "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.
- FF. **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

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/>."

- GG. **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.
- HH. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- II. **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.
- JJ. **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.
- KK. **WAIVER:** The failure of a party to enforce any provision in this Contract shall not be deemed to be a waiver of such right.

Jennifer Milton

By:

Jennifer S. Milton
Signature

Date

8/17/18

Name: JENNIFER S. MILTON

Title: OWNER

George Mason University

By:

James F. Russell
Signature

Date

8/28/18

Name: James F. Russell

Title: Director, Purchasing

**Data Security Addendum for inclusion in GMU-1469-18 with
George Mason University (the "University")**

This Addendum supplements the above-referenced Contract between the University and Jennifer Milton ("Selected Firm/Vendor") dated 8/28/2018 (the "Contract"). It is applicable only in those situations where the Selected Firm/Vendor provides goods or services which necessitate that the Selected Firm/Vendor create, obtain, transmit, use, maintain, process, store, or dispose of University Data (as defined in the Definitions Section of this Addendum) in order to fulfill its obligations to the University.

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

1. Definitions

- a. **"Brand Features"** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- b. **"End User"** means the individuals authorized by the University to access and use the Services provided by the Selected Firm/Vendor under the Contract.
- c. **"Personally Identifiable Information"** includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, email address, student or personnel identification number, and non-directory information; "personal information" as defined in Virginia Code section 18.2-186.6 and/or any successor laws of the Commonwealth of Virginia; personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g; "medical information" as defined in Virginia Code Section 32.1-127.1:05; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state- or federal-identification numbers such as passport, visa or state identity card numbers.
- 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.
- g. **"University Data"** includes all 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.

2. Rights and License in and to the University Data

- a. 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 the University, and Selected Firm/Vendor has a limited, nonexclusive license to use the 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's data, content, or intellectual property, except as expressly stated in the Contract.

3. Intellectual Property Rights/Disclosure

- a. 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 Selected Firm/Vendor (or its subcontractors) for the University will not be disclosed to any other person or entity without the written permission of the University.
- b. Selected Firm/Vendor warrants to the University that the University 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. Selected Firm/Vendor 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 the University to document, register, or otherwise perfect such rights.
- c. 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 the University to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

4. Data Privacy

- a. Selected Firm/Vendor 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 the University, except as required by the Contract or as otherwise required by law.
- b. University Data will not be stored outside the United States without prior written consent from the University.
- c. Selected Firm/Vendor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Selected Firm/Vendor obligations under the Contract. Selected Firm/Vendor 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.
- d. If Selected Firm/Vendor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Selected Firm/Vendor 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 Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will use the education records only for the purpose of fulfilling its duties under the Contract for University'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.

5. Data Security

- a. Computer and network security is of paramount concern to the University. The University wants to ensure that computer/network hardware and software does not compromise the security of IT environment. Selected Firm/Vendor 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 Selected Firm/Vendor'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. Without limiting the foregoing, Selected Firm/Vendor warrants that all electronic University Data will be encrypted in transmission (including via web interface) and stored at no less than 128-bit level encryption.
- b. Selected Firm/Vendor will use industry-standard and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Contract.
- c. If Selected Firm/Vendor's use of University 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 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.

6. Employee Background Checks and Qualifications

- a. Selected Firm/Vendor shall ensure that its employees have undergone appropriate background screening and possess all needed qualifications to comply with the terms of the Contract including but not limited to all terms relating to data and intellectual property protection.
- b. If the Selected Firm/Vendor must under the Contract create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Vendor shall perform the following background checks on all employees who have potential to access such data in accordance with the Fair Credit Reporting Act: 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).

7. Data Authenticity and Integrity

- a. Selected Firm/Vendor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. The selected Firm/Vendor 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."

8. Security Breach

- a. Response. Immediately upon becoming aware of a Security Breach, or of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Selected Firm/Vendor will notify the University, fully investigate the incident, and cooperate fully with the University's investigation of and response to the incident. Except as otherwise required by law, Selected Firm/Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the University.
- b. 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 such Security Breach, 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.

9. Response to Legal Orders, Demands or Requests for Data

- a. Except as otherwise expressly prohibited by law, Selected Firm/Vendor will: i) immediately notify the University of any subpoenas, warrants, or other legal orders, demands or requests received by Selected Firm/Vendor seeking University Data; ii) consult with the University regarding its response; iii) cooperate with the University's reasonable requests in connection with efforts by the University to intervene and quash or modify the legal order, demand or request; and iv) upon the University's request, provide the University with a copy of its response.
- b. If the University 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 Selected Firm/Vendor, the University will promptly provide a copy to Selected Firm/Vendor. Selected Firm/Vendor will promptly supply the University with copies of data required for the University to respond, and will cooperate with the University's reasonable requests in connection with its response.

10. Data Transfer Upon Termination or Expiration

- a. Upon termination or expiration of the Contract, Selected Firm/Vendor will ensure that all University Data are securely returned or destroyed as directed by the University in its sole discretion. Transfer to the University or a third party designated by the University shall occur within a reasonable period of time, and without significant interruption in service. Selected Firm/Vendor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the University or its transferee, and to the extent technologically feasible, that the University will have reasonable access to University Data during the transition. In the event that the University requests destruction of its data, Selected Firm/Vendor agrees to Securely Destroy all data in its possession and in the possession of any subcontractors or agents to which the Selected Firm/Vendor might have transferred University data. The Selected Firm/Vendor agrees to provide documentation of data destruction to the University.
- b. Selected Firm/Vendor will notify the University of Impending Cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and data and providing the University access to Selected Firm/Vendor's facilities to remove and destroy University-owned assets and data. Selected Firm/Vendor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to the University. Selected Firm/Vendor 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 the University. Selected Firm/Vendor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on the University, all such work to be coordinated and performed in advance of the formal, final transition date.

11. Audits

- a. The University reserves the right in its sole discretion to perform audits of Selected Firm/Vendor at the University's expense to ensure compliance with the terms of the Contract. The Selected Firm/Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all Contracts under which the Selected Firm/Vendor must create, obtain, transmit, use, maintain, process, store, or dispose of University Data.
- b. If the Selected Firm/Vendor must under the Contract create, obtain, transmit, use, maintain, process, store, or dispose of the subset of University Data known as Personally Identifiable Information or financial or business data which has been identified to the Selected Firm/Vendor as having the potential to affect the accuracy of the University's financial statements, Selected Firm/Vendor will at its expense conduct or have conducted at least annually a: i) American Institute of CPAs Service Organization Controls (SOC) Type II audit, or other 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 a scanner 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; 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.
- c. 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.

- d. SOC/SSAE16: To facilitate compliance with SSAE16, vendor must provide the University with its most recent SOC report and that of all subservice provider(s) relevant to the contract. It is further agreed that the SOC report, which will be free of cost to the University, will be provided annually, within 30 days of its issuance by the auditor, and no later than February 1. The SOC report should be directed to the appropriate representative identified by the University. Vendor also commits to providing the University with a designated point of contact for the SOC report, addressing issues raised in the SOC report with relevant subservice provider(s), and responding to any follow up questions posed by the University in relation to the SOC report.

12. Use of Trademarks

- a. Selected Firm/Vendor shall not use the name or any trademark of the University without prior written permission of the University, no less than 10 days in advance of such use.

13. Compliance

- a. Selected Firm/Vendor will comply with all applicable laws and industry standards in performing services under the Contract. Any Selected Firm/Vendor personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Selected Firm/Vendor upon request.
- b. Selected Firm/Vendor warrants that the service it will provide to the University is fully compliant with and will enable the University to be compliant with relevant requirements of all laws, regulation, and guidance applicable to the University and/or Selected Firm/Vendor, 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.

14. Indemnity

- a. Selected Firm/Vendor agrees to indemnify, defend and hold harmless the University, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages liability injury, expenses, or loss (including defense costs and attorney's fees) caused by or arising out of the performance or non-performance of the Contract by the Selected Firm/Vendor or its agents, subcontractors including the provision of any service or product provided that such liability is not attributable to the sole negligence of the University or to the failure of the University to use the materials, goods, or equipment in the manner already and permanently described by the Selected Firm/Vendor on the materials, goods or equipment delivered.

15. Survival

- a. The Selected Firm/Vendor's obligations under Section 10 shall survive termination of the Contract until all University Data has been returned or Securely Destroyed.

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.

Jennifer Milton

By: Jennifer I. Milton

Title: OWNER

Date: 8/17/18

George Mason University

By: James F. Russell

Title: Director, Purchasing

Date: 8/28/18



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



REQUEST FOR PROPOSALS GMU-1469-18

ISSUE DATE: March 19, 2018

TITLE: Sports Massage Therapy Services

PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director, erauch@gmu.edu

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

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on March 26, 2018. All questions must be submitted in writing. Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on March 28, 2018. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: April 12, 2018 @ 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 XI 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:

Date: _____

By: _____
Signature

FEI/FIN No. _____

Name: _____

Fax No. _____

Title: _____

Email: _____

Telephone No. _____

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 sealed proposals to establish a contract through competitive negotiations with one or more qualified vendors to provide sports massage therapy services to the Intercollegiate Athletic Department of George Mason University (herein after referred to as “Mason,” or “University”). George Mason University is an educational institution and agency of the Commonwealth of Virginia.

Mason reserves the right to make one award or multiple awards. An Offeror may choose to submit a proposal on multiple sports or any of the sports individually that best suit that particular Offeror’s expertise. An award does not guarantee assigned work.

- II. **PURCHASING MANUAL/GOVERNING RULES:** This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia *Purchasing Manual for Institutions of Higher Education and their Vendor's*, and any revisions thereto, and the *Governing Rules*, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>
- III. **COMMUNICATION:** Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.
- IV. **FINAL CONTRACT:** ATTACHMENT B to this solicitation is Mason’s standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason’s standard two-party contract and Mason’s General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason’s General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.
- 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 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.

VIII. PERIOD OF PERFORMANCE: Three (3) years from contract execution with two (2) one-year renewal options.

IX. STATEMENT OF NEEDS: Currently, our Men's Basketball, Women's Basketball, Track & Field and Swim teams utilize the services of a specialized massage therapist to work with their athletes. These therapist's must be licensed medical professionals in the Commonwealth of Virginia and more particularly, the therapists working with our teams must have experience and/or certification as sports massage therapists, which is a specialized type of massage therapy. Sports massage therapy (SMT) is used as a means to enhance pre-event preparation and reduce recovery time from an event or from a particular injury. The particulars of the sports massage technique is specific to the individual athlete and their sport requirements. This massage therapy technique is used in conjunction with our other licensed professionals in the Center for Sports Performance as a modality to improve performance.

A. Requirements: Following are minimum requirements:

1. The therapist must be willing to work early morning and/or late evening hours if requested by team.
2. The therapist must be willing to travel to the location determined by the team to provide the SMT.
3. The therapist must be willing to travel to out of town sporting events with the team, if requested.
4. The therapist must be willing to work a varied and intermittent schedule as determined by the head coach and certified athletic trainer.
5. The therapist must be willing and able to work with deep tissue/sports massage for at least three consecutive hours on heavily muscled athletes.
6. The therapist must be licensed in the Commonwealth of Virginia. Virginia Massage Therapist license must be provided with your proposal.
7. The therapist must be insured to the satisfaction of Mason's Risk Management Department.
8. The therapist must provide their own table and supplies to conduct the SMT.
9. The therapist must have documented at least 50 hours working with Division 1 Collegiate Athletes within the past three years.
10. The therapist must be willing to sign a confidentiality statement and comply with HIPAA and FERPA requirements.
11. Offerors may provide pricing on any of the sports individually, or can respond to multiple sports.

B. Additional Information:

1. Men's Basketball averages 3 hours per week while in season. No travel required.
2. Women's Basketball averages 3 hours per week while in season. No travel required.
3. Swimming will average 4-6 per week while in season. No travel required.
4. Track & Field will average 8- 10 per week while in season. Track & Field requires travel with the team as directed by coach.
5. Other sports and/or department areas as needed (i.e. PRN work for Sports Medicine).

X. COST OF SERVICES: Provide hourly rates to include all travel, services, equipment, labor, etc. No extra fees are allowed.

XI. 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 **three (3)** extra hardcopies (paper) including all attachments and proprietary information. In addition, the Offeror shall submit one (1) complete signed copy of the original proposal including all attachments and proprietary information, on CD, thumb drive or other electronic device. If proposal contains proprietary information, then submit two (2) CD's, thumb drive or other electronic device; one (1) with proprietary information included and one (1) with proprietary information removed (see also Item 2e below for further details). The Offeror shall make no other distribution of the proposals.

- a. 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.

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. 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.

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

- e. Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) 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. Demonstrations: Offerors who have not provided services to Mason may be asked to provide a demonstration to show their skills and abilities. These demonstrations will be scheduled with vendors so selected. Performance during demonstrations may affect the final award decision.

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. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.
- b. Return Attachment A - Vendor Data Sheet.
- c. State your payment preference in your proposal response. (See section XIV.)

- d. Return a copy of your Virginia Massage Therapy License
2. General firm background and information:
 - a. Provide a background and a brief history of your firm.
 - b. Describe your firm's location and organization structure.
 - c. Describe your firm's experience in Division 1 Collegiate Athletics.
 - d. Describe any other qualifications that may be of benefit to Mason.
3. Cost of Services: See section X.

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: **April 12, 2018 @ 2:00PM EST**

Street or Box Number _____ RFP Number: **GMU-1469-18**

City, State, Zip Code _____ RFP Title: **Sports Massage Therapy Services**

Name of Procurement Officer or Buyer: **Erin Rauch, Assistant Director**

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.

XII. 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. Qualifications and experience (elite athletic) of offeror Providing the services described herein.	45
2. References of similar size and scope.	30
3. Cost of Services.	20
4. Vendor is certified as a small, minority, or women-owned business (SWaM) with Virginia SBSD at the proposal due date & time.	5
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 demonstrations 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.*).

XIII. 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.

XIV. 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.

XV. SOLICITATION 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-1469-18. (Also see ATTACHMENT B – SAMPLE CONTRACT which contains terms and conditions that will govern any resulting award).
1. BACKGROUND CHECKS: Contractor's employees must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
 2. 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).
 3. CANCELLATION OF CONTRACT: Mason reserves the right to cancel and terminate any resulting

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 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.

4. 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.
5. 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.
6. CONFIDENTIALITY REQUIREMENTS:
 1. Contractor warrants that it will cooperate with the University in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with the privacy officials and other compliance officers required by HIPAA and its regulations.
 2. Virtual data storage of all NCAA compliance and medical forms, for individual student-athletes, must meet Family Educational Rights and Privacy Act (FERPA) and HIPAA compliance standards.
7. LATE PROPOSALS: To be considered, proposals must be received at the specific office location specified in this solicitation on or before the date and time designated in this solicitation.

Offerors are responsible for the delivery of the proposal and if using U.S. Mail or a delivery service should ensure that the proposal is addressed properly. Proposals are due at 2:00PM on the date specified on the cover page of this solicitation. The Purchasing Department will contact the Offeror to arrange for pick up or destruction of the late proposal. The official time used in receipt of proposals shall be the time on the automatic time stamp machine of Mason's Purchasing Office, address and location on cover page of solicitation.

George Mason University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the responsibility of the Offeror to ensure that its proposal reaches the issuing office by the designated date and hour.

8. 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.
9. RENEWAL OF CONTRACT: This contract may be renewed by Mason for two (2) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - a. If the Commonwealth 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 "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.

- b. If during any subsequent renewal periods, the Commonwealth 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 “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.
10. **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.
11. **SUBCONTRACTS:** **No portion of the work shall be subcontracted without prior written consent of Mason’s Purchasing office.** In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish Mason’s Purchasing office the names, qualifications, criminal background checks 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 the contract.

XVI. RFP SCHEDULE (Subject to Change):

- Issue in eVA: 3/19/18
- Advertise in Washington Post: 3/19/18
- Vendors submit questions by: 3/26/18 by 4:00 PM EST
- Post Question Responses: 3/28/18 by 5:00 PM EST
- Proposals Due: 4/12/18 @ 2:00 PM EST
- Proposals to Committee: 4/16/18
- Review and Score Proposals: 4/17/18 – 4/24/18
- Scores to Purchasing: 4/25/18
- Demonstrations (if necessary): Week of 4/30/18
- Negotiations/BAFO/Award: Week of 5/07/18
- 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: If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number _____. For certification assistance, please visit <http://www.sbsd.virginia.gov/>. (Please check all applicable classifications. Must be certified with **VIRGINIA SBSBD** to qualify)

_____ (MB) MINORITY OWNED. "Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

_____ (WB) WOMAN OWNED. "Women-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

_____ (SB) SMALL BUSINESS: "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the _____ previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

_____ LARGE BUSINESS

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
<http://fiscal.gmu.edu/purchasing/>

ATTACHMENT B – SAMPLE CONTRACT

GMU-1469-18

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 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 _____ 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. RFP No. GMU-XXXX-XX, in its entirety (incorporated herein by reference);
 - C. Contractor’s proposal dated XXXXXX (incorporated herein by reference);
 - D. Negotiation Responses dated XXXXXX (incorporated herein by reference).
- VIII. **GOVERNING RULES:** This Contract is governed by the provisions of the Restructured Higher Education Financial and Administrative Operations Act, Chapter 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:** As negotiated
- 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*, § 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 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. BACKGROUND CHECKS: Contractor's employees must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [Administrative Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel 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.

- J. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
 2. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
 3. Upon receiving the written claim, the Chief Procurement Officer will review the written materials relating to the claim and will mail his or her decision to the firm within 60 days after receipt of the claim.
 4. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.
- K. 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.
- L. 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.
- M. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information which may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification number, non-directory information and any other information protected by state or federal privacy laws 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 personally 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. If Contractor provides goods and services that require the exchange of personal identifiable information the following Data Security Addendum shall apply and be incorporated into this Contract: <http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf>
- N. CONFLICT OF INTEREST: Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- O. 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. **DRUG-FREE WORKPLACE:** During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with this Contract awarded to Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

- Q. **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.

- R. **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:

(i) notify Mason (by sending an email to export@gmue.edu), and

(ii) 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@gmue.edu.

- S. **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.

- T. **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.

- U. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless George Mason University 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 the using agency or to

failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

- V. **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.
- W. **INFORMATION SECURITY:** In cases where the contractor will store, process or transmit credit card data for the University, contractor represents and warrants that for the life of the contract and while contractor 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. Contractor acknowledges and agrees that it is responsible for the security of all University customer cardholder data in its possession. Contractor 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 contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information. Contractor 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. Contractor agrees that, notwithstanding anything to the contrary in the Agreement or the Addendum, the University may terminate the Agreement immediately without penalty upon notice to the contractor in the event contractor fails to maintain compliance with the PCI DSS or fails to maintain the confidentiality or integrity of any cardholder data.
- X. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at George Mason University. The University wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. You agree 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 George Mason University.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of George Mason University 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.

- Y. **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.
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, Workers' Compensation, and Commercial Automobile Liability Insurance.
- Z. **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.
- AA. **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).
- BB. **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.
- CC. **REMEDIES**: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- DD. **RENEWAL OF CONTRACT**: This Contract may be renewed by Mason for two (2) successive one-year periods under the terms and conditions of the original 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 "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.
 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 "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.
- EE. **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/>.
- FF. **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.
- GG. **SOVEREIGN IMMUNITY**: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- HH. **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.
- II. **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.

JJ. 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 Here

By:

Signature

Date

Name: _____

Title _____

George Mason University

By:

Signature

Date

Name: _____

Title: _____

JENNIFER MILTON

NATIONALLY CERTIFIED MASSAGE THERAPIST

5840 BRIDGETOWN COURT
BURKE, VA.22015
(703)239-8565
Jennyanddave3@aol.com

RFP Number: GMU-1469-18
4/1/2018

RFP # GMU-1469-18

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ATTCHMENT a. RETURNED SIGNED COVER PAGE AND ALL ADDENDAS

ATTACHMENT b. ATTACHMENT A- VENDOR DATA SHEET

ATTACHMENT d. COPY OF VIRGINIA MASSAGE THERAPY LICENSE

ATTACHMENT e. AMTA CERTIFICATE OF INSURANCE

ATTACHMENT f. PURCHASE ORDER

ATTACHMENT g. COPY OF e VA INVOICE

I. Introduction:

I would first like to thank you for the opportunity to submit this proposal for providing sports massage therapy and other massage therapy services for the George Mason University Men's Basketball, Women's Basketball, Track & Field and Swim teams.

As a specialized Massage Therapist, my techniques include Sports Massage Therapy (SMT), Deep Tissue, Trigger Point, Swedish and Neuro Muscular Therapy among other modalities. SMT is a specialized type of massage therapy and is used as a means to enhance pre-event preparation and reduce recovery time from an event or from a particular injury. Massage Therapy programs can be customized for individual athletes to target specific areas of need with the best suited massage techniques.

I have been practicing in this field for 20 years and have been working for the George Mason Swim team for the past 17 years under Head Coach Peter Ward (703 993-3930). This working relationship is more of a partnership, with the best interest of the athletes our major goal. It has allowed us to work together to make sure the athletes are provided with the best and all encompassing sports program. Our joint focus on the health and performance of the athletes has proven to be a template for continued success. I look forward to the opportunity to bring this integrated therapeutic approach to the other George Mason University teams. I feel I am best suited for this position and fulfill all the requirements requested in RFP GMU-1469-18.

II. RFP# IX. Statement of Needs: A. Requirements: 1-10:

1. The therapist must be willing to work early morning and/or late evening hours if requested by the team.

RESPONSE: Scheduling can be provided for morning/evening hours upon request.

2. The therapist must be willing to travel to the location determined by the team to provide the SMT.

RESPONSE: I am willing to travel to a determined location that is appropriate to perform SMT.

3. The therapist must be willing to travel to out of town sporting events with the team, if requested.

RESPONSE: If requested, travel for the team can be arranged.

4. The therapist must be willing to work a varied and intermittent schedule as determined by the Head coach and certified athletic trainer.

RESPONSE: I will work with the head coach and athletic trainer to determine what schedule will be the most accommodating for all parties.

5. The therapist must be willing and able to work with deep tissue/SMT for at least three consecutive hours on heavily muscled athletes.

RESPONSE: I am trained in deep tissue/SMT and have been working with Division 1 Collegiate Athletes for 17 years providing at least three hour sessions.

6. The therapist must be licensed in the Commonwealth of Virginia. Virginia Massage license must be provided with your proposal.

RESPONSE: See section III. Attachment d.

7. The therapist must be insured to the satisfaction of Mason's Risk Management Department.

RESPONSE: I am currently insured by and a professional status member of the American Massage Therapy Association (AMTA). See section VI. Attachment e.

8. The therapist must provide their own table and supplies to conduct the SMT.

RESPONSE: I have all of the necessary equipment to conduct SMT services.

9. The therapist must have documented at least 50 hours working with Division 1 Collegiate Athletes within the past three years.

RESPONSE: As stated in response #5, I have been working with Division 1 Collegiate Athletes for 17 Years. See section VI. Attachment f. For the most recent purchase order.

10. The therapist must be willing to sign a confidentiality statement and comply with HIPPA and FERPA requirements.

RESPONSE: I fully understand and are more than willing to sign and comply with such requirements.

11. Offerors may provide pricing on any of the sports individually, or can respond to multiple sports.

RESPONSE: Pricing applies to all sports. See Section V. Cost of Services.

III. RFP# XI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

B. SPECIFIC REQUIREMENTS:

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required
See Attachment a.
- b. Return Attachment A- Vendor Data sheet
See Attachment b.
- c. State your payment preference in your proposal response
See Section V. Cost of services.
- d. Return a copy of your Virginia Massage Therapy License
See Attachment d

2. General firm background and information: See Section IV.

- a. Provide a background and brief history of your firm.
- b. Describe your firm's location and organization structure.
- c. Describe your firm's experience in Division 1 Collegiate Athletics.
- d. Describe any other qualifications that may be of benefit to Mason.

IV. GENERAL BACKGROUND AND INFORMATION:

a. Since 1999 I have maintained National certification for Therapeutic Massage & Bodywork (*) as well as being licensed in the Commonwealth of Virginia. I am currently insured by and a professional status member of the American Massage Therapy Association (AMTA)(See Section VI. Additional Material Attachment e). I currently hold a Fairfax County Massage Therapist permit (*)which requires renewal every year and includes a background check. (*Copies available upon request).

I have been practicing massage therapy since 1999 at various locations and with different companies. At the beginning of my career I was a contracted therapist at Sports Clubs and private companies to include Holistic Health, in Alexandria VA., World Gate Sport and Health, in Herndon, VA. Better Bodies Massage, in Fairfax, VA. and Burke Racquet and Swim Club, in Burke, VA. I provided Massage Therapy at these various locations for clients and athletes with general to specific needs.

In 2000 I qualified to become a provider for the American Specialty Health Network (ASH) and the WholeHealth Living Network. These networks are national practitioner networks for members of participating Health Plans and employer groups. I am currently a participating provider reaching hundreds of thousands of patients who are seeking access to health and wellness services.

b. I have been providing out call Massage Therapy services to various and regular clients of all ages. I currently have dozens of clients that I treat on a regular basis. (*Names available upon request) Most of these clients came to me with varying conditions from sports injuries, surgeries, rehabilitation and general muscle issues. Being familiar with certain conditions and the scope of an injury allows me to research and compile a course of treatment that caters to the needs of each individual. In one case in particular, the individual was suffering from stiffness, pain and limited range of motion in their Upper back/ shoulder area. I was able to address and release the Trigger Points in the Trapezius muscles (Upper back/shoulder muscles) which provided pain relief and lead to better range of motion. I have also worked in conjunction with treatment plans that are prepared by Physical therapists. I also have existing contracts to perform on site Seated massage.

The use of Massage Therapy and other modalities allows for the maintenance of overall function and ensures good health.

c. From 2001 to 2018, I was given the privilege of working with the George Mason Swim and Dive team thru Head Coach Peter Ward (703 993-3930). I performed massage and SMT services and provided all items necessary to perform the therapy on Division 1 Collegiate athletes at the George Mason Aquatic Center. (See Section VI. Additional Material Attachment f).

Prior to the beginning of the season, I would contact Head Coach Peter Ward to discuss the scope of services that were going to be needed for the year. We would work on a care plan that would address the needs of particular individuals and how much time would be necessary to resolve them, adjusting the timing of treatments as the Athletes conditions changed. I would also consult with Coach Ward and make recommendations, keeping him informed if any changes in the therapy or treatment needed to be made. Any extra hours were considered as needed.

We determined that 2 to 2 ½ hour sessions per day, once or twice a week would suit the Coaches' needs. The Athletes issues were addressed in 20-25 minute increments depending on their needs determined by Coach Ward. I also, was on site for the 2001-2013 Colonial Athletic Association Swimming and Diving Championship and 2001-2017 NCAA Division 1 Conference Championship held at the GMU Aquatic Center providing Sports Massage Therapy.

I provided customized massage therapy for individual athletes to target areas of specific need with the best suited massage techniques before, during and after major Athletic events. All athletes have certain areas and musculature that are utilized more than others and therefore must be addressed correctly to ensure they perform and recover properly.

As you may know, an Athletes body goes through a lot conditioning during a season. Training at different intervals is a major part of this process. A major part of an Athletes life. Having access to Massage Therapy and SMT during this time allows the Athletes to prevent any conditions or issue from getting too aggravated and possibly causing injury. Treatment during training conditions the muscles to be more receptive to other types of therapies. Using SMT at major Athletics Events continues this process. Some of the SMT techniques used before an event are geared towards stimulating the muscles to provide blood flow and energy. For example, fast repetitive glides. After an event, more soothing techniques are used to address muscle soreness and encourage blood flow to help prevent the build up of lactic acid produced after a muscle has been aggressively utilized.

My ability to assess an issue and then provide the proper treatment be it Massage Therapy, Sports Massage Therapy, Deep Tissue, etc., ensures that an athlete will be able to perform more efficiently and prevent injury.

I am currently a registered eVA Vendor (See Section VI : Additional Material Attachment g) and considering SWaM certification.

d. As stated in the introduction I have been working with Division I Collegiate Athlete Swimmers for the past 17 years. In most cases I see an Athlete throughout their entire Collegiate career, allowing me to develop a rapport. Therefore, I can monitor their progress and give them feedback.

In one particular circumstance, I was on site at an event. I was familiar with this particular individual after working with him addressing a lower back issue. After one of his swim events he felt like his previous issue was coming back. I was able to use some SMT techniques to address the general soreness and soothe the muscles that had been overtaxed. I also recommended doing the stretches I had suggested before as well. After doing so, and some rest and recovery time he was ready for his event later that evening.

As previously mentioned I have been nationally certified since 1999 and since I am licensed in the Commonwealth of Virginia I fall under the board of Nursing. In order to maintain my certification I must participate in continued education classes every two years. Every two years I have the capability to learn and keep up with what is new and up and coming in my field. I must complete 25 hours in courses of which 6 hours must be in Ethics. This provides me with an arsenal of techniques to utilize in my practice and ensure I am following proper procedures.

In addition to the continuing education I am a member of the Virginia chapter of AMTA. This gives me the opportunity to participate in mentoring programs in the area and in addition, access to a network of peer therapists. This keeps me in touch with the community and able to develop relationships with other therapists. Sharing information and networking allows me to make recommendations and referrals to other therapists that may have other skills I may not be familiar with. Having a wide range of networks enables me to provide my clients with information that they can use to make educated choices in managing their health and wellness.

I believe the key to providing the best therapy for any individual is the education and experience of the therapist. This, and if used in conjunction with George Mason University's other licensed professionals in the Center for Sports Performance, will ensure that all athletes will be treated with the best therapy necessary to make them perform at their peak and decrease the possibility of injury.

I would like to thank you again for this opportunity and look forward to working with George Mason University and the Athletes.

V. Cost of Services:

Services shall be rendered on an as needed basis and in coordination with the coach, and my schedules. The fee for providing all or any therapy services at designated locations will be billed at the amount of \$90.00 per hour with the smallest increment being one half hour (1/2). The \$90.00 fee allows for \$10 worth of parking fees. If a parking permit is provided the fee will be \$80.00 per hour. There will be a two (2) hour minimum charge per visit. If services require three (3) consecutive hour sessions a day the maximum amount of days cannot exceed three (3) consecutive days. If more hours of service are needed a schedule of two (2) hours of hands on service with a minimum two (2) hour break in between and a two (2) hour hands on service can be arranged. Travel area cannot exceed a fifteen (15) mile radius unless arrangements have been discussed with a coach in advance. At this time I am not able to travel to out of town sporting events due to preexisting obligations. If any out of town travel is requested by a coach they must be shared in advance so arrangements and adjustments can be made.

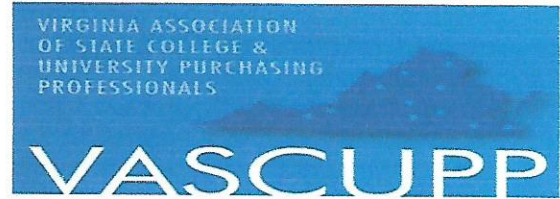
I would like to choose payment option #1-Payment to be mailed in 10 days. Invoices will be submitted to the designated Accounts Payable email address provided. (Section II c).

VI. Additional Material:

See Attachments : e, f, g.



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



REQUEST FOR PROPOSALS
GMU-1469-18

ISSUE DATE: March 19, 2018

TITLE: Sports Massage Therapy Services

PRIMARY PROCUREMENT OFFICER: Erin Rauch, Assistant Director, erauch@gmu.edu
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director, jrussell@gmu.edu

QUESTIONS/INQUIRIES: E-mail all inquiries to both Procurement Officers listed above, no later than 4:00 PM EST on March 26, 2018. **All questions must be submitted in writing.** Responses to questions will be posted on the [Mason Purchasing Website](#) by 5:00 PM EST on March 28, 2018. Note: Questions must be submitted in WORD format. Also see section III. COMMUNICATION, herein.

PROPOSAL DUE DATE AND TIME: April 12, 2018 @ 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 XI 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:

JENNIFER MILTON
5840 BRIDGETOWN COURT
BURKE, VA. 22015

Date: 4/1/18
By: Jennifer Milton
Signature

FBI/FIN No. _____

Name: JENNIFER MILTON

Fax No. _____

Title: OWNER

Email: JENNYANDDAVE3@AOL.COM

Telephone No. (703) 239-8565

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.

**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: MASSAGE/SPORTS THERAPY 20 Years 1 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) HEALTH

Mfg.'s Agent
Distributor

Retailer
Wholesaler

C. Status: If your classification is certified by the Virginia Department of Small Business and Supplier Diversity (SBSD), provide your certification number _____. For certification assistance, please visit <http://www.sbsd.virginia.gov/>. (Please check all applicable classifications. Must be certified with VIRGINIA SBSBD to qualify)

____ (MB) MINORITY OWNED. "Minority-owned business" means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

X (WB) WOMAN OWNED. "Women-owned business" means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

X (SB) SMALL BUSINESS: "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the _____ previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

____ LARGE BUSINESS

I certify the accuracy of this information.

Signed: Jennifer Milton

Title: OWNER

Printed Name: JENNIFER MILTON

Date: 4/1/18

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH PROFESSIONS

David E. Brown, D.C., Director

Jay P. Douglas, MSM, RN, CSAC, FRE
Executive Director
(804) 367-4515

Board of Nursing

9960 Mayland Drive, Suite 300
Henrico, VA 23233-1463
www.dhp.virginia.gov/nursing

Certificate to Practice as a Massage Therapist

JENNIFER MILTON

Expires
12/31/2017

Certificate to be posted in public area of practice location
pursuant to 18 VAC 90-50-20(C)

Number
0019001697

For Information About This License, visit our website: www.dhp.virginia.gov
To File a Complaint About a Licensee, Call: 1-800-533-1560



amta
american massage therapy association

certificate of insurance

AMTA Member ID#: 75125

Jennifer S. Milton
5840 Bridgetown Ct
Burke, VA 22015-2810

AMTA Member Classification: PROF

Enrolled Member Effective Date: 06/01/2017
to 05/31/2018

Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services.
Business Name:

Administered By:

Healthcare Providers Service Organization
Affinity Insurance Services, Inc.
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Company:

Columbia Casualty Company
A CNA Company

TYPE OF INSURANCE	MASTER POLICY NUMBER	LIMITS (per enrolled member)
Professional Liability Occurrence Coverage	0289955556	\$2,000,000 each claim/\$6,000,000 aggregate Subject to the Master Policy Aggregate

Coverage is afforded to AMTA Members for a period of 12 months concurrent with the Enrolled Member Effective Date or until membership is terminated or expires. Student Enrolled membership expires on the last day of the month in which the Student Enrolled Member graduates. No coverage is afforded to Student Enrolled Members for providing massage therapy services outside of school sanctioned and directed activities. If the AMTA Master Policy is non-renewed or cancelled, the AMTA Member's coverage under this policy will terminate upon the expiration of the Enrolled Member Effective Date and will not be renewed. The Master Policy Aggregate may be reduced by claims paid on behalf of other insureds.

ADDITIONAL COVERAGES (included in Professional Liability Limits specified above)

- | | |
|--|---|
| <ul style="list-style-type: none">• General Liability• Products Liability• Host Liquor Liability• Personal Injury Liability | <ul style="list-style-type: none">• Good Samaritan Liability• Malplacement Liability• Fire & Water Legal Liability (subject to \$100,000 sub limit) |
|--|---|

COVERAGE EXTENSIONS	COVERAGE EXTENSION LIMITS
<ul style="list-style-type: none">• License Protection• Defendant Expense Benefit• Deposition Representation• Assault (excluding Texas)• Medical Payments• First Aid• Damage to Property of Others	<ul style="list-style-type: none">\$10,000 per proceeding / \$25,000 aggregate\$10,000 aggregate\$2,500 per deposition / \$5,000 aggregate\$10,000 per incident / \$25,000 aggregate\$2,000 per person / \$100,000 aggregate\$2,500 aggregate\$10,000 aggregate

This material is intended to provide a general overview of the products and services offered. Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services. Only the policy can provide the actual terms, coverage's, amounts, conditions and exclusions. Please contact HPSO at 1-888-253-1474 directly for a free copy of the complete policy.

**Order No. EP2660792-**

Issued on Thu Nov 02 14:00:26 EDT 2017

eVA Req#: PR7821646

Created on Thu Nov 02 14:00:26 EDT 2017 by Medford, Jeanne

Supplier:

JENNIFER MILTON
5840 Bridgetown Court
Burke VA 22015 United States
Phone: 703-239-8565 Fax: 703-239-8565
Contact: Jennifer Milton
Vendor TIN: *****9908
SWAM:

Ordering Person:

George Mason University
Medford, Jeanne
Phone: 703-993-3214
E-mail: jmedford@gmu.edu

Ship To:

GMU-ICA Field House (102A)
4400 University DR
102A Field House MSN 3A5
Fairfax, VA 22030 United States
Phone: 703-993-3195 Fax:

Deliver To: Jeanne Medford**Bill To:**

GMU-Accounts Payable (4200)
4400 University DR
4200 Merten Hall MSN 3C1
Fairfax, VA 22030 United States
Phone: 703-993-2580 Fax: 703-993-2589
E-mail: acctpay@gmu.edu

Item	Item Number	Description	Need By	Quantity	Unit	Unit Price	Extended Amount	Contract Number
1		Physiotherapy services for swimming and diving team. Time Period: November, 2017 through January 31, 2018 Hourly Rate: \$75.00 per hour. Estimated # of hours: 55		55	each	\$ 75 USD	\$ 4,125 USD	
Line Comments:								
	CONTRACTORS' INVOICES MUST REFERENCE GMU CORRESPONDING PURCHASE ORDER NUMBER, VENDOR TAXPAYER ID NUMBER AND DETAILS OF GOODS/SERVICES CONSISTENT WITH THE ORIGINAL ORDER. FAILURE TO DO SO MAY RESULT IN GMU RETURNING THE INVOICE UNPAID. INVOICES MUST BE SUBMITTED TO THE 'BILL TO' EMAIL OR 'BILL TO' ADDRESS TO AVOID DELAYS IN PAYMENT.							
							Total :	\$ 4,125 USD

Status: Ordered

This order is governed in all respects by the laws of the Commonwealth of Virginia, including §23.1-1003 of the Code of Virginia and the associated Rules Governing Procurement of Goods, Services, Insurance and Construction (the Rules), and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors; copies are available at <https://vascupp.org/>. If Contractor provides goods and services that require the exchange of personally identifiable information or any other information protected by state or federal privacy laws, the following Data Security Addendum shall apply and be incorporated into this order: <http://fiscal.gmu.edu/wp-content/uploads/2017/04/Data-Security-Addendum.pdf>. Notwithstanding anything contained in the Contractor's terms to the contrary, the terms of this agreement shall supersede any subsequent or conflicting terms and conditions included in any standard click-through or Shrink-wrap end user license agreement that may accompany a purchase order. Any click-through or shrink-wrap agreement shall not bind George Mason University. The stated price(s) include shipping, FOB destination, unless otherwise stated in the body of the order. This order is subject to all eVA provisions and requirements stated in the Department of General Services' Agency Procurement and



The Commonwealth of Virginia's Total Procurement Solution For Buyers and Sellers
Commonwealth of Virginia, Department of General Services, P.O. Box 562, Richmond, VA 23218-0562

Billing Inquiries Phone: (866) 289-7367
Billing Inquiries eMail: eVACustomerCare@dgs.virginia.gov

JENNIFER MILTON
JENNIFER MILTON
5840 BRIDGETOWN COURT
BURKE, VA 22015

EP2660792 SUMMING

Customer	Account #	Invoice #	Date
JENNIFER MILTON	VS0000024979	EVA2096463	01/19/2018
Invoice Summary			
INVOICE NUMBER: EVA2096463		ACCOUNT BALANCE FROM PRIOR INVOICE: \$.00
INVOICE DATE: 01/19/2018		TOTAL PAYMENTS RECEIVED: \$.00
ACCOUNT NUMBER: VS0000024979		TOTAL ADJUSTMENTS FOR PREVIOUSLY INVOICED CHARGES: \$.00
		TOTAL NEW FEES: \$	41.25
		CURRENT ACCOUNT BALANCE: \$	41.25

IMPORTANT NOTICE

BILLING PERIOD: 11/01/2017 Thru 12/31/2017

PAYMENTS: Payments Received After 12/31/2017 Will Be Reflected On Your Next Invoice.

PAYMENT COUPONS: To reduce errors, please include payment coupon with your payment.

ONLINE PAYMENTS: WWW.EVA.VIRGINIA.GOV, select "Billing" and then "Invoice Detail Reconciliation Report," enter your account number and invoice number to access your account, payment prompt is next to the balance due.

WHAT IS THIS? Go to WWW.EVA.VIRGINIA.GOV and get additional information on what eVA is.

ACCOUNT BALANCE FROM PRIOR INVOICE? WWW.EVA.VIRGINIA.GOV, select "Billing" and then "Invoice Detail Reconciliation Report", enter your account number and invoice number to access your online account.

Use the year dropdown box to access prior years invoices.

Go To www.eVA.Virginia.Gov and Click On "BILLING" Then click "Invoice Detail & Reconciliation Report"

** Find Information On How To Read This Invoice **

** Learn More About How Your Company Is Affected By The Change In Billing And Collections Responsibility **

** Find Information On eVA Fees **

** Other Billing and Payment Information **

Detach and Return Coupon With Check or Money Order

Jennifer Milton, CMT
5840 Bridgetown Court
Burke, VA. 22015
(703)239-8565
Jennyanddave3@aol.com

SUBJECT: RFP GMU-1469-18, Sports Massage Therapy Service

Dear Ms. Rauch,

This is my response to your recent request. Please let me know if you have any other questions.

RESPONSE TO: 1. Re: Offeror's proposal, cost of services:

As stated in the Cost section of my proposal the fee is adjusted to allow for parking. Since, there is no free parking available at any of George Mason University locations my fee of \$90.00 per hour includes \$10.00 for parking. If however, a seasonal/temporary parking permit is provided the fee is reduced to \$80.00 per hour. The \$80.00 fee is actually on the lower end of the scale for onsite Massage Therapy services. The average rate for providing a regular onsite one hour Massage Therapy session can range from \$80.00 to \$100.00 per hour. The average rate for providing an onsite Massage Therapy session using specialized techniques such as Sports Massage, Trigger Point, Deep Tissue etc. can command \$100-\$150 per hour. I feel my rate is very competitive for this area and for my extensive 20 year experience in this profession.

RESPONSE TO: 2. Mason's standard contract, insurance:

Insurance: See Attachment of AMTA Declaration page. George Mason University can be added as an additional insurer after a contract has been ratified.

There is no need for workers compensation or commercial automobile liability insurance.

RESPONSE TO: 3. Yes, I agree to sign Mason's standard contract(RFP Attachment B-sample contract) if awarded the RFP GMU-1469-18, Sports Massage Therapy Services contract.

Sincerely,

Jennifer Milton, CMT



amta
american massage therapy association™

certificate of insurance

AMTA Member ID#: 75125

Jennifer S. Milton
5840 Bridgetown Ct
Burke, VA 22015-2810

AMTA Member Classification: PROF

Enrolled Member Effective Date:

6/1/2018 to 5/31/2019

Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services.
Business Name:

Administered By:

Healthcare Providers Service Organization
Affinity Insurance Services, Inc.
159 East County Line Road
Hatboro, PA 19040-1218

Insurance Company:

Columbia Casualty Company
A CNA Company

TYPE OF INSURANCE	MASTER POLICY NUMBER	LIMITS <i>(per enrolled member)</i>
Professional Liability Occurrence Coverage	0289955556	\$2,000,000 each claim/\$6,000,000 aggregate Subject to the Master Policy Aggregate

Coverage is afforded to AMTA Members for a period of 12 months concurrent with the Enrolled Member Effective Date or until membership is terminated or expires. Student Enrolled membership expires on the last day of the month in which the Student Enrolled Member graduates. No coverage is afforded to Student Enrolled Members for providing massage therapy services outside of school sanctioned and directed activities. If the AMTA Master Policy is non-renewed or cancelled, the AMTA Member's coverage under this policy will terminate upon the expiration of the Enrolled Member Effective Date and will not be renewed. The Master Policy Aggregate may be reduced by claims paid on behalf of other insureds.

ADDITIONAL COVERAGES *(included in Professional Liability Limits specified above)*

- General Liability
- Products Liability
- Host Liquor Liability
- Personal Injury Liability

- Good Samaritan Liability
- Malplacement Liability
- Fire & Water Legal Liability *(subject to \$100,000 sub limit)*

COVERAGE EXTENSIONS	COVERAGE EXTENSION LIMITS
<ul style="list-style-type: none">• License Protection• Defendant Expense Benefit• Deposition Representation• Assault (excluding Texas)• Medical Payments• First Aid• Damage to Property of Others	<ul style="list-style-type: none">\$10,000 per proceeding / \$25,000 aggregate\$10,000 aggregate\$2,500 per deposition / \$5,000 aggregate\$10,000 per incident / \$25,000 aggregate\$2,000 per person / \$100,000 aggregate\$2,500 aggregate\$10,000 aggregate

This material is intended to provide a general overview of the products and services offered. Coverage for enrolled member's business is limited to claims arising from enrolled member's professional services. Only the policy can provide the actual terms, coverage's, amounts, conditions and exclusions. **Please contact HPSO at 1-888-253-1474 directly for a free copy of the complete policy.**

AMTA Coverage

AMTA Members are covered for professional services for which the enrolled member is licensed, certified, accredited or professionally trained to perform as a massage therapist. Student Enrolled Members are covered only for those services for which the Student Enrolled Member is professionally trained to perform while engaged in school sanctioned and directed activities. If an enrolled member practices in any jurisdiction which governs massage therapy services, then massage therapy services means those services for which the enrolled member is licensed, certified, accredited, trained or qualified to perform within the scope of practice recognized by the governmental regulatory agency responsible for maintaining the standards of the profession of massage therapy. Professional services also means the enrolled member's massage therapy services while acting as a member of a formal accreditation, standards review, or similar professional board or committee, including the directives of such board or committee.

As an AMTA enrolled member covered by the AMTA insurance program, enrolled members are responsible for and expected at all times to be familiar and current with all laws, regulations, etc. in their state of practice that govern their profession as a massage therapist.

Modality Exclusions

Any acts, errors or omissions involving the activities designated below are excluded. This list is subject to review and change by AMTA.

Colon hydrotherapy, nutritional or dietary counseling, personal training, pilates, religious healing, procedures that use fire, cupping therapy with use of heat, ear candling, saunas, sun tanning treatments other than topical tanning lotions or sprays, procedures which penetrate the skin or body cavities either manually or with other methods of intrusion other than manual soft tissue manipulation of the oral or nasal cavities.

Diagnosis, prescription, or service in the capacity of any other profession or branch of healthcare or medicine for which a license to practice is required by law including chiropractic, dentistry, dermatology, naprapathy, naturopathy, nursing, orthopedics, osteopathy, physical therapy, podiatric, psychiatry, psychology or psychotherapy.

Additional Information

An AMTA membership card in conjunction with this notice should serve as acceptable evidence of insurance to anyone requesting proof of your professional liability coverage. If you have any additional questions concerning the AMTA Professional Liability Insurance Plan, please call our insurance administrator, HPSO, toll free at 1-888-253-1474. We are dedicated to giving you the best service possible and thank you for the opportunity to provide this insurance and membership to you. Please also feel free to call AMTA with questions or comments.

Reporting Claims

Please call HPSO toll free at 1-888-253-1474 for claim reporting procedures or refer to the AMTA Professional Liability Benefits Guide.

Additional Insured Requests

Please call HPSO toll free at 1-888-253-1474 for additional insured requests.

This program is underwritten by Columbia Casualty Company, a CNA company and is offered through the Healthcare Providers Service Organization Risk Purchasing Group. This material is intended to provide a general overview of the products and services offered. Only the policy can provide the actual terms, coverage's, amounts, conditions and exclusions.

Jennifer Milton, CMT
5840 Bridgetown Court
Burke, VA. 22015
(703)239-8565
Jennyanddave3@aol.com

Subject: RFP GMU-1469-18, Sports Massage Therapy service.

Dear Ms. Rauch,

This is my response to the latest request. Please let me know if there are any further questions.

RESPONSE TO: 1. Revising pricing for Sports Massage Therapy:

The rate of \$70.00 will not cover the multi-hour parking fees and hourly rate. I can offer an adjusted rate of \$82.50 with no extra fee charges.

2. Accepted insurance:

George Mason University will be added upon ratification of contract.

Thank You,

Jennifer Milton, CMT

From: [Jenny Milton](#)
To: [Erin Rauch](#)
Subject: Re: Negotiations: RFP GMU-1469-18, Sports Massage Therapy Services
Date: Friday, July 27, 2018 1:20:04 PM

Yes, that is correct. Thank You!

-----Original Message-----

From: Erin Rauch <erauch@gmu.edu>
To: Jenny Milton <jennyanddave3@aol.com>
Sent: Fri, Jul 27, 2018 12:39 pm
Subject: RE: Negotiations: RFP GMU-1469-18, Sports Massage Therapy Services

Thanks, Jenny. Just to confirm, you are accepting the \$80/hour rate? I'll work on next steps with the department.

Erin Rauch, CPPB, VCO, CUPO
Assistant Director | Purchasing
George Mason University
DIRECT 703-993-2646 | FAX 703-993-2589
MAIN 703-993-2580
erauch@gmu.edu | <https://fiscal.gmu.edu/purchasing/>

From: Jenny Milton [<mailto:jennyanddave3@aol.com>]
Sent: Friday, July 27, 2018 12:36 PM
To: Erin Rauch <erauch@gmu.edu>
Subject: Re: Negotiations: RFP GMU-1469-18, Sports Massage Therapy Services

Hi Erin,

Thank you for your response. As far as your question about being interested in other teams, I'm afraid my schedule and on going obligations would not allow me to.

My concerns have been addressed and therefore I am ready to accept the proposal.

Please let me know if you need anything else from me.

Thank You

Jennifer

-----Original Message-----

From: Erin Rauch <erauch@gmu.edu>
To: Jenny Milton <jennyanddave3@aol.com>
Sent: Tue, Jul 24, 2018 5:42 pm
Subject: RE: Negotiations: RFP GMU-1469-18, Sports Massage Therapy Services

Hi Jennifer,