



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

STANDARD CONTRACT GMU-1857-23

This Contract entered on this 1st day of September, 2023 (Effective Date) by Pat Dome Enterprises hereinafter called "Contractor" (located at 949 N. Broadway Knoxville, TN 37923) and George Mason University hereinafter called "Mason," or "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 Promotional Items, Screen Printing and Embroidery for George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options.
- IV. **PRICING AND ORDERING PROCEDURES:** Contractor's pricing is based on a discount off list price for apparel and non-apparel, and embroidery stitch count. This discount is to stay the same for throughout the entire contract. A copy of the list price must be furnished via online catalog link whenever requested. Other pricing requirements are listed below:
 - A. Orders up to \$5,000.00: Departments may obtain one quote from the vendor of their choice; further competition is not required.
 - B. Orders exceeding \$5,000.00: Departments must contact a minimum of two (2) vendors from the approved vendors pool to obtain pricing. Orders will be issued to the lowest priced vendor.
 - C. This contract award does not guarantee any work.

Pricing updated per negotiations as follows:

Order Total (excluding shipping, setup, and fulfillment)
 Discount off MSRP of decorated retail items (excluding shipping, setup, and fulfillment)
 \$0 – 4,999 17% discount; 20% if paid by ACH
 \$5000 – 9,999 21% discount
 \$10,000 – 24,999 23% discount
 \$20,000 and above 25% Discount

- V. **CONTRACT ADMINISTRATION:** Sara Siddall, Strategic Sourcing Manager shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** Paymode-X, Net30. <http://www.paymode.com/gmu>. Contractor shall submit invoices directly to acctpay@gmu.edu with a copy to the Contract Administrator. Invoices will be paid Net 30 after goods received, services rendered, or receipt in Mason's Accounts Payable email box, acctpay@gmu.edu, whichever is later. Invoices must reference a Purchase Order number to be considered valid.
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed Contract;
 - B. Negotiation Responses dated July 6, 2023 (attached);
 - C. RFP No. GMU-1857-23, in its entirety (attached);

D. Contractor's proposal dated June 1, 2023 (attached).

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

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

Participation in this Contract is strictly voluntary. If authorized by the Contractor, the contract will be extended to the entities indicated above to purchase goods and services in accordance with contract terms. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor(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 Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.
- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The University, 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 University shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [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 this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- J. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 1. The parties may agree in writing to modify the scope of this Contract.
 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated

for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of this Contract generally.

K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

1. The firm must submit written claim to:
Chief Procurement Officer
George Mason University
4400 University Drive, MSN 3C5
Fairfax, VA 22030
35. The firm must submit any unresolved claim in writing no later than 60 days after final payment to the Chief Procurement Officer.
36. 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.
37. The firm may appeal the Chief Procurement Officer's decision in accordance with § 55 of the *Governing Rules*.

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

M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry

- standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this agreement, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.
- O. **CONFLICT OF INTEREST:** Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. **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. **DEFAULT:** In the case of failure to deliver goods or services in accordance with Contract terms and conditions, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- R. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- S. **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.
- T. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
- U. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.

- V. 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.
- W. 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 Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
- X. 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.
- Y. INFORMATION TECHNOLOGY ACCESS ACT: Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.

- 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. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
 2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
 3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
 4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

- 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.

Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.

Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research Contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

- 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. **PAYMENT TO SUBCONTRACTORS:** The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- DD. **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.
- EE. **REMEDIES:** If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- FF. **RENEWAL OF CONTRACT:** This Contract may be renewed by Mason for four (4) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the lesser of the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the lesser of the

Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other goods and services” category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.

- II. **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/>.”
- JJ. **RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA:** Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason’s reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason’s request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason’s reasonable requests in connection with its response.
- KK. **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.
- LL. **SOVEREIGN IMMUNITY:** Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.
- MM. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. **SWaM CERTIFICATION:** Contractor agrees to fully support the Commonwealth of Virginia and Mason’s efforts related to SWaM goals. Upon contract execution, Contractor, if eligible, shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of this Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- OO. **UNIVERSITY DATA:** University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the

United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.

3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.
6. If Contractor will have access to University Data that includes "education records" as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a "school official" with "legitimate educational interests" in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason's and its end user's benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum ("DPA"). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason's investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who's PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.

2. Mason reserves the right in its sole discretion to perform audits of Contactor, at Mason's expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

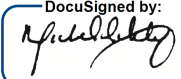
QQ. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor's facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

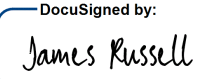
RR. UNIVERSITY REVIEW/APPROVAL: All goods, services, products, design, etc. produced by the Contractor for or on behalf of Mason are subject to Mason's review and approval.

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

Pat Dome Enterprises

DocuSigned by:

940606C724954E2...
Signature
Name: Mike Ickowitz
Title: Managing Director
Date: 8/24/2023

George Mason University

DocuSigned by:

2F61E096C77E4DC...
Signature
Name: James Russell
Title: Purchasing Director
Date: 8/24/2023

1. Mason is an educational institution and entity of the Commonwealth of Virginia. As such, we are obliged to ensure that all pricing and contractual elements meet our institution's needs. Can you provide a reduced discount for services.

We believe that our initial submitted discount proposal is both fair and mutually beneficial to both parties. Patdome Promotions has observed a gradual increase in the cost of doing business with George Mason University and has seen other factors which impact our proposed discount, including:

- *The internal push to use P-Cards on orders under \$5,000, which make up the majority of transactions, incur credit card transaction fees of 2.7% which we are told is an unallowable pass-through cost.*
- *As a certified SWaM small woman owned business, our margins are automatically reduced by eVA at an additional rate of 1% of gross sales.*
- *The RFP indicates that licensees that hold a "Standard License" should now expect to report and pay royalties on all sales (XI.A.4) currently at 12% of gross sales, in addition to retail-only sales.*

However, Patdome Promotions has historically voluntarily offered higher-than-contracted discounts to our university partners when working with departments to meet stringent budget requirements on a particular project or when the dollar value of a project is exceedingly higher than usual. Based on our experience in working on such projects, we are happy to formally propose an additional tiered discount schedule based on project cost:

<i>Order Total (excluding shipping, setup, and fulfillment)</i>	<i>Discount off MSRP of decorated retail items (excluding shipping, setup, and fulfillment)</i>
<i>\$0 – 4,999</i>	<i>17% discount; 20% if paid by ACH</i>
<i>\$5000 – 9,999</i>	<i>21% discount</i>
<i>\$10,000 – 24,999</i>	<i>23% discount</i>
<i>\$20,000 and above</i>	<i>25% Discount</i>

2. Can you explain how Mason will be able to see the actual discount be applied, i.e., discount listed on invoice with list pricing and invoice cost?

Our current practice is to present goods with retail pricing with the explanation that "This presentation reflects retail catalog pricing on each item and typically includes a one color/one location imprint... Once you choose your items, we will send a formal estimate calculating all applicable and contracted discounts, set up and run charges, and approximate shipping." The sales order is then reflective of the contracted rate at the time of purchase. We are open to amending our invoices to show full retail price and an itemized discount in the contracted amount if required.

3. Mason would be interested in having a tiered rebate incentive implemented, so for different tiers of sales, we would be interested in receiving a rebate. Please indicate your willingness and rebate percentage.

Patdome Promotions does not offer a rebate program. Because the RFP did not specify a rebate program, our submitted pricing schedule for decorated apparel and promotional goods is weighted heavily on the front-end discount. We believe that the additional tiered discount schedule proposed above directly benefits departments at the point of sale and maximizes their ability to meet their budgetary needs for project completion. Patdome Promotions has a long history of giving back to Mason, both through in-kind donations such as GMU Development's 2019 digital annual reports (a \$3500 value), routine waiving of art service fees, and most recently in 2022, as Patdome sponsored the Patriot Club's Faculty-Staff match on Giving Day at a level of \$5000. A blanket rebate program with no consideration of scope and complexity of the projects involved would greatly inhibit our ability to participate in such philanthropic efforts, and as such, we feel strongly that the tiered discount schedule addresses the same fiduciary goals as a rebate program while offering benefits commensurate with individual project scope.



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-1857-23

ISSUE DATE: April 21, 2023

TITLE: Promotional Items, Screen Printing and Embroidery

PRIMARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on May 12, 2023. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and on the [Mason Purchasing Website](#) by 5:00 PM ET on May 16, 2023

PROPOSAL DUE DATE AND TIME: June 1, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL OR IN PERSON. **SEE SECTION XV FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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

Name and Address of Firm:

Legal Name: _____	Date: _____
DBA: _____	
Address: _____	
_____	By: _____
	Signature
FEI/FIN No. _____	Name: _____
Fax No. _____	Title: _____
Email: _____	Telephone No. _____

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

SWaM Certification Number: _____

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

Table of Contents

I. PURPOSE:3

II. PURCHASING MANUAL/GOVERNING RULES:3

III. COMMUNICATION:3

IV. FINAL CONTRACT:3

V. ADDITIONAL USERS:3

VI. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:.....4

VII. SWaM CERTIFICATION:.....4

VIII. SMALL BUSINESS SUBCONTRACTING PLAN:4

IX. PERIOD OF PERFORMANCE:4

X. BACKGROUND:4

XI. STATEMENT OF NEEDS:.....4

XII. COST OF SERVICES:5

XIII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:6

XIV. INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:8

XV. CONTRACT ADMINISTRATION:9

XVI. PAYMENT TERMS / METHOD OF PAYMENT:9

XVII. SOLICITATION TERMS AND CONDITIONS:9

XVIII. RFP SCHEDULE (Subject to Change): 11

ATTACHMENT A- SMALL BUSINESS SUBCONTRACTING PLAN 12

ATTACHMENT B –CONTRACT 14

I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit proposals to establish contracts through competitive negotiations with multiple qualified vendors to provide promotional items, screen printing and embroidery services for George Mason University. George Mason University (herein after referred to as “Mason,” or “University”) is an educational institution and agency of the Commonwealth of Virginia.

Note: Promotional items shall include, but not be limited to, t-shirts and other apparel.

II. PURCHASING MANUAL/GOVERNING RULES:

This solicitation and any resulting contract shall be subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendor's, and any revisions thereto, and the Governing Rules, which are hereby incorporated into this contract in their entirety. A copy of both documents is available for review at: <https://vascupp.org>

III. COMMUNICATION:

Communications regarding the Request For Proposals shall be formal from the date of issuance until a contract has been awarded. Unless otherwise instructed offerors are to communicate with only the Procurement Officers listed on the cover page. Offerors are not to communicate with any other employees of Mason.

IV. FINAL CONTRACT:

ATTACHMENT B to this solicitation is Mason's standard two-party contract. It is the intent of this solicitation to base the final contractual documents off of Mason's standard two-party contract and Mason's General Terms and Conditions. Any exceptions to our standard contract and General Terms and Conditions should be denoted in your RFP response. Other documents may be incorporated into the final contract, either by way of attachment or by reference, but in all cases this contract document and Mason's General Terms and Conditions shall jointly take precedence over all other documents and will govern the terms and conditions of the contract.

As a public institution of higher education in Virginia Mason cannot agree to any of the following terms in any documents:

- A. An express or implied waiver of sovereign immunity.
- B. An agreement to indemnify, defend or hold harmless any entity.
- C. An agreement to maintain insurance.
- D. An agreement providing for binding arbitration.
- E. An agreement providing for the payment of attorneys' fees, costs of collection, or liquidated damages.
- F. Waiver of jury trial.
- G. Choice of law or venue other than the Commonwealth of Virginia.

Contracts will only be issued to the FEI/FIN Number and Firm listed on the signed cover page submitted in your RFP response. Joint proposals will not be accepted.

V. ADDITIONAL USERS:

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

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

The University may require the Contractor provide semi-annual usage reports for all entities accessing the contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

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

VI. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:**

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

VII. **SWaM CERTIFICATION:**

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

VIII. **SMALL BUSINESS SUBCONTRACTING PLAN:**

All potential offerors are required to fill out and submit Attachments A with their proposal.

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

IX. **PERIOD OF PERFORMANCE:**

Three (3) years from Start Date of contract with two (2) successive one-year renewal options (or as negotiated).

X. **BACKGROUND:**

George Mason University's short history is one of an enterprising and innovative pioneer, creating a major teaching and research university from a small, one-room schoolhouse in just 50 years. George Mason University is recognized as an innovative, entrepreneurial institution with global distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering and information technology, dance, organizational psychology and health care, Mason students are routinely recognized with national and international scholarships. Enrollment is more than 39,000, with students studying in 198-degree programs at the undergraduate, masters, doctoral, and professional levels. Additionally, Mason has more than 250,000 living alumni with 68% residing in the Washington Metropolitan Area.

Mason has campuses in Fairfax, Arlington, and Prince William counties. In addition to these three campuses, George Mason University operates a site in Woodbridge, VA and has partnered with the Smithsonian Institution to create the Smithsonian-University School of Conservation in Front Royal, Virginia. Approximately 10,000 employees are distributed at these locations. Mason also offers programs online and at the Center for Innovative Technology in Herndon. Each location has a distinctive academic focus that plays a critical role in the economy of its region.

XI. **STATEMENT OF NEEDS:**

Mason requests vendors offer a wide variety of promotional items, apparel and embroidery services.

A. Contractor must meet the following minimum requirements.

1. Provide the link to your complete electronic catalog containing all available promotional items being offered. Include published price list or instructions on how to access published price list electronically.
2. Describe ability to customize electronic catalog for Mason.
3. Describe ability to provide a local sales representative for Mason.
4. It is a requirement of all vendors providing goods and/or merchandise bearing the trademarks/names or logos of George Mason University to register and become licensed and maintain a license through CLC (The Collegiate Licensing Company). Please note the registration and licensing fees are the sole responsibility of the vendor. The licensee requirements include, but may not be limited to, submitting all artwork electronically through the Brand Manager 360 platform for approval and maintaining

product liability insurance, Licensees are also required to report and pay royalties on product sold to Mason that will be resold or used for fundraising purposes. Additionally, licensees that hold a “Standard License” should expect to report and pay royalties on all sales. To “Get Licensed” visit clc.com. To be considered for orders that include Mason’s trademarks/names or logos, the vendor must first be licensed.

5. Vendors must be able to adhere to the brand standards of the University as shared on trademarks.gmu.edu.

B. Additional questions to address in your proposal;

1. Describe your experience in working with various departments at educational institutions similar to Mason. Include method for collaboration for individual orders.
2. Describe your plan for providing pre-production samples of promotional items with logo.
3. Describe your timeframe for providing adequate sample items, material, or color swatches.
4. Specify your typical turnaround time for delivery (standard, rush, etc.) of the promotional items being offered.
5. Describe your ability to provide semi-annual reports showing list prices and prices paid which will reflect the cost savings to Mason.
6. Describe your return policy and associated costs.
7. Describe your quality control process.
8. Describe any and all third-party socially and environmentally sustainable sourcing and manufacturing certifications maintained within your supply chain for product offerings (*i.e.*, [B Corp](#), Cradle to Cradle (C2C), [Fair Trade](#), [Global Organic Textile Standard](#) (GOTS), [Fair Labor](#), [WRAP](#) Certified, Sedex, Verite, Blue Angel, Green Screen, Yess, bluesign®, Better Cotton Initiative (BCI), OEKO-TEX® [STeP](#), 1% for the Planet, *etc.*). Explain any price differential. *i.e.*, any cost savings, increase cost, environmental impact, product circularity, percentage of goods that are certified, *etc.*.
9. Describe your ability to categorize and label sustainably certified products with their relevant certification logos, categorize identified products in special eco-/ green products page(s), and when possible, suggest a more eco- product versus a similar conventional product, as well as give preference to sustainable items in product searches. Eco- or green can be used but certified products should be identified as such, and the sustainable features should be described in product descriptions. Sustainable products shall be shown preference in product catalogs and eCommerce site(s) through filters, encouragement to buy better / go green, product placement, and other methods.
10. Describe single-use plastics and polystyrene foam used in packaging and shipping, and explain what percentage of your packaging and shipping supplies are a) reusable, b) made of higher percentage post-consumer recycled (PCR) content, and / or are c) third-party sustainability certified (*i.e.*, Forest Stewardship Council ([FSC](#)) certified). Explain efforts to reduce the use of single-use plastic and polystyrene foam in packaging and single-use plastic film wrap and polystyrene foam in shipping. Additionally, offerings for consolidation of deliveries to reduce packaging material used and to reduce carbon emissions from transport.

XII. **COST OF SERVICES:**

Complete Bid Table – Pricing Schedule.

- A. Apparel / Non-Apparel: These categories will include all items in their prospective category. This will be for screen printing. Vendors are to provide a percentage discount off current published list price (on line or print catalog).

- B. Embroidery: Vendors are to provide a cost per thousand stitches.
- C. Proposals shall include all related fees (if applicable) within the discount price of the items including but not limited to:
 - 1. Set-Up Fees
 - 2. Imprinting Fees
 - 3. Embroidery Fees
 - 4. Any Miscellaneous Fees
 - 5. Cost of Samples
 - 6. Art Assistance
- D. Freight/shipping charges should be inclusive in vendors pricing.
- E. Rush charges will apply on a per order basis and will be billed at contractor's actual cost.

XIII. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

A. **GENERAL REQUIREMENTS:**

1. **RFP Response:**

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

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

ELECTRONIC PROPOSAL SUBMISSION: ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL OR IN PERSON. Mason will only be accepting electronic proposal submissions via Bonfire for this Request For Proposals.

The following shall apply:

- a. You must register with Bonfire and submit your proposal, and it must be received prior to the submission deadline, by submitting through the online Bonfire portal at <https://gmu.bonfirehub.com>.
- b. The Offeror must ensure the proposals are uploaded and submitted through Bonfire sufficiently in advance of the proposal deadline. **Plan Ahead: It is the Offeror's responsibility to ensure that electronic proposal submissions have sufficient time to make its way through Bonfire's submission portal. Mason recommends you submit your proposal the day prior to the due date.**
- c. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. JavaScript and browser cookies must be enabled.
- d. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submission or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>
- e. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.
- f. All solicitation schedules are subject to change.

- g. Go to Bonfire and Mason's Purchasing website for all updates and schedule changes. <https://fiscal.gmu.edu/purchasing/do-business-with-mason/view-current-solicitation-opportunities/>

Proposal Presentation:

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

2. Oral Presentation:

Offerors who submit a proposal in response to this RFP **may be** required to give an oral presentation/demonstration of their proposal/product to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on their proposal. Performance during oral presentations may affect the final award decision. If required, oral presentations will be scheduled at the appropriate time.

Mason will expect that the person or persons who will be working on the project to make the presentation so experience of the Offeror's staff can be evaluated prior to making selection. Oral presentations are an option of Mason and may or may not be conducted; therefore, it is imperative all proposals should be complete.

B. SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible to allow Mason to properly evaluate the Offeror's capabilities and approach toward providing the required services. Offerors should submit the following items as a complete proposal.

1. Procedural information:

- a. Return signed cover page and all addenda, if any, signed and completed as required.

- b. Return Attachment A - Small Business Subcontracting Plan.
 - c. State your payment preference in your proposal response. (See section XVIII.)
2. Executive Summary:
Offerors must submit an executive summary at the beginning of the proposal response not exceed 2 pages.
3. Qualifications and Experience:
Describe your experience, qualifications and success in providing the services described in the Statement of Needs to include the following:
- a. Background and brief history of your company.
 - b. Names, qualifications and experience of personnel to be assigned to work with Mason.
 - c. No fewer than three (3) references that demonstrate the Offeror's qualifications, preferably from other comparable higher education institutions your company is/has provided services with and that are similar in size and scope to that which has been described herein. Include a contact name, contact title, phone number, and email for each reference and indicate the length of service.
4. Specific Plan (Methodology):
Explain your specific plans for providing the proposed services outlined in the Statement of Needs including:
- a. Your approach to providing the services described herein.
 - b. What, when and how services will be performed.
 - c. Educational sessions offered
5. Proposed Pricing:
Provide pricing as requested in Attachment C Pricing File.
6. In your proposal response please address the following:
- a. Are you and/or your subcontractor currently involved in litigation with any party?
 - b. Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.
 - c. Please list all lawsuits that involved your firm or any subcontractor in the last three years.
 - d. In the past ten (10) years has your firm's name changed? If so please provide a reason for the change.

XIV. **INITIAL EVALUATION CRITERIA AND SUBSEQUENT AWARD:**

A. **INITIAL EVALUATION CRITERIA:**

Proposals shall be initially evaluated and ranked using the following criteria:

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

Total Points Available:

100

B. AWARD:

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

XV. CONTRACT ADMINISTRATION:

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

XVI. PAYMENT TERMS / METHOD OF PAYMENT:

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

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

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

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

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

Option#3- Net 30 Payment Terms. Vendor will enroll in Paymode-X where all payments will be made electronically to the vendor's bank account. 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.

XVII. SOLICITATION TERMS AND CONDITIONS:

- A. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$200,000, as a result of this solicitation, Mason will publicly post such notice on the DGS/DPS eVA web site (<https://eva.virginia.gov/>) for a minimum of 10 days.
- B. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s).

- C. CONFLICT OF INTEREST: By submitting a proposal the contractor warrants that 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.
- D. DEBARMENT STATUS: By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS IN PUBLIC CONTRACTING: By submitting a proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. INCLEMENT WEATHER / SUSPENDED SCHEDULE: Proposal receipt deadline scheduled during a period of suspended state business operations, including school closing due to inclement weather or other unforeseen circumstance, will be rescheduled for processing at the appropriate times on the next regular business day. It is your responsibility to check Mason's website for closings. See the following website: www.gmu.edu
- G. LATE BIDS/PROPOSALS: To be considered for selection, proposals must be received by Mason by the designated date and hour. The official time used in the receipt of proposals is the "received" time on the Primary Procurement Officers email inbox. Proposals received after the due date and time has expired will not be accepted nor considered. Mason is not responsible for delays in the delivery of email. It is the responsibility of the offeror to ensure that their proposal reaches the Primary Procurement Officer's email inbox by the designated date and hour.
- H. MANDATORY USE OF MASON FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:
1. (For Invitation For Bids): Failure to submit a bid on the official Mason form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, George Mason University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, George Mason University may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 2. (For Request For Proposals): Failure to submit a proposal on the official Mason form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, George Mason University reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal. NOTE: Each individual solicitation will contain specific instructions regarding what documents, or portions thereof, need to be submitted with the [bid] or [proposal].
- I. OBLIGATION OF OFFEROR: It is the responsibility of each offeror to inquire about and clarify any requirements of this solicitation that are not understood. Mason will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries must be in writing and submitted as instructed on page 1 of this solicitation. By submitting a proposal, the offeror covenants and agrees that they have satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the resulting contract because of any misunderstanding or lack of information.
- J. QUALIFICATIONS OF (BIDDERS/OFFERORS): George Mason University may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to George Mason University all such information and data for this purpose as may be requested. George Mason University reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. George Mason University further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy George Mason University that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- K. **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.
- L. **TESTING AND INSPECTION:** Mason reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable George Mason University to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

XVIII. **RFP SCHEDULE (Subject to Change):**

- Issue in eVA and Bonfire: 4/21/23
- Vendors submit questions by: 5/12/23 by 4:00 PM ET
- Post Question Responses: 5/16/23 by 5:00 PM ET
- Proposals Due: 6/1/23 @ 2:00 PM ET
- Proposals to Committee: 6/2/23
- Review and Score Proposals: 6/5/23 – 6/16/23
- Scores to Purchasing: 6/19/23
- Oral presentations (if necessary): TBD
- Negotiations/BAFO: Start week of 6/19/23
- Award: 7/01/23
- Contract Start Date: 7/18/23

ATTACHMENT A- SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

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

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete Section A of this form.

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

Section A

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

Certification Number: _____ Certification Date: _____

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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 –CONTRACT GMU-1857-23

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 _____, 2023 (Effective Date) by _____ hereinafter called “Contractor” (located at _____) and George Mason University hereinafter called “Mason,” “University”.

- I. **WITNESSETH** that the Contractor and Mason, in consideration of the mutual covenants, promises and agreement herein contained, agree as follows:
- II. **SCOPE OF CONTRACT:** The Contractor shall provide _____ for the _____ of George Mason University as set forth in the Contract documents.
- III. **PERIOD OF CONTRACT:** One year from the Effective Date with four (4) successive one-year renewal options. (or as negotiated)
- IV. **PRICING AND ORDERING PROCEDURES:** Contractor’s pricing is based on a discount off list price for apparel and non-apparel, and embroidery stitch count. This discount is to stay the same for throughout the entire contract. A copy of the list price must be furnished via online catalog link whenever requested. Other pricing requirements are listed below:
 - A. Orders up to \$10,000.00: Departments may obtain one quote from the vendor of their choice; further competition is not required.
 - B. Orders exceeding \$10,000.00: Departments must contact a minimum of three (3) vendors from the approved vendors pool to obtain pricing. Orders will be issued to the lowest priced vendor.
 - C. This contract award does not guarantee any work.
- V. **CONTRACT ADMINISTRATION:** Sara Siddall, Strategic Sourcing Manager shall serve as Contract Administrator for this Contract and shall use all powers under the Contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work. All direction and order from Mason shall be transmitted through the Contract Administrator, however, the Contract Administrator shall have no authority to approve changes which shall alter the concept or scope or change the basis for compensation.
- VI. **METHOD OF PAYMENT:** As negotiated
- VII. **THE CONTRACT DOCUMENTS SHALL CONSIST OF (In order of precedence):**
 - A. This signed form;
 - B. Negotiation Responses dated XXXXX (incorporated herein by reference);
 - C. RFP No. GMU-1857-23, in its entirety (incorporated herein by reference);
 - D. Contractor’s proposal 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 10 (§ 23.1-1000 et seq.) of Title 23.1 of the Code of Virginia, and the “Governing Rules” and the *Purchasing Manual for Institutions of Higher Education and their Vendors*. Documents may be viewed at: <https://vascupp.org>.
- IX. **CONTRACT PARTICIPATION:** *As negotiated.* It is the intent of this Contract to allow for cooperative procurement.

Accordingly, any public body, public or private health or educational institutions, or affiliated corporations may access this Contract if authorized by the Contractor.

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

The University may request the Contractor provide semi-annual usage reports for all entities accessing the Contract. The University shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the Contract. It is understood and agreed that the University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this Contract does not preclude any participating entity from using other contracts or competitive processes as needed.

X. STANDARD TERMS AND CONDITIONS:

- A. APPLICABLE LAW AND CHOICE OF FORUM: This Contract shall be construed, governed, and interpreted pursuant to the laws of the Commonwealth of Virginia. All disputes arising under this Contract shall be brought before an appropriate court in the Commonwealth of Virginia.
- B. ANTI-DISCRIMINATION: By entering into this Contract, Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §§ 9&10 of the *Governing Rules*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Governing Rules*, § 36).

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

- 1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- C. ANTITRUST: By entering into this Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter

acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under this Contract.

- D. ASSIGNMENT: Neither party will assign or otherwise transfer its rights or obligations under this Contract without both parties' prior written consent. Any attempted assignment, transfer, or delegation without such consent is void.
- E. AUDIT: The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Mason, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- F. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that Mason shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
- G. AUTHORIZED SIGNATURES: The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- H. BACKGROUND CHECKS: Contractor's employees (including subcontractors) performing services on any Mason campus must have successfully completed a criminal background check prior to the start of their work assignment/service. As stated in [University Policy Number 2221 – Background Investigations](#), the criminal background investigation will normally include a review of the individual's records to include Social Security Number Search, Credit Report (if related to potential job duties), Criminal Records Search (any misdemeanor convictions and/or felony convictions are reported) in all states in which the employee has lived or worked over the past seven years, and the National Sex Offender Registry. In addition, the Global Watch list (maintained by the Office of Foreign Assets Control of The US Department of Treasury) should be reviewed. Signature on this Contract confirms your compliance with this requirement.
- I. CANCELLATION OF CONTRACT: Mason reserves the right to cancel this Contract, in part or in whole, without penalty, for any reason, upon 60 days written notice to the Contractor. Upon written notice of cancellation from Mason, Mason shall be fully released from any further obligation under the Contract and Contractor agrees to directly refund all payments, for services not already performed, to Mason, including any pre-paid deposits, within 14 days. 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. CHANGES TO THE CONTRACT: Changes can be made to this Contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of this Contract.
 - 2. Mason may order changes within the general scope of Contract at any time by written notice to Contractor. Changes within the scope of this Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Contractor shall comply with the notice upon receipt. Contractor shall be compensated for any additional costs incurred as the result of such order and shall give Mason a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Mason's right to audit Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. Contractor shall present Mason with all vouchers and records of expenses

incurred and savings realized. Mason shall have the right to audit the records of Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Mason within thirty (30) days from the date of receipt of the written order from Mason. If the Parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Contractors. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by Mason or with the performance of the contract generally.

- K. CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the Contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
1. The 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*.
- L. COLLECTION AND ATTORNEY'S FEES: The Contractor shall pay to Mason any reasonable attorney's fees or collection fees, at the maximum allowable rate permitted under Virginia law, incurred in enforcing this Contract or pursuing and collecting past-due amounts under this Contract.
- M. COMPLIANCE: All goods and services provided to Mason shall be done so in accordance with any and all applicable local, state, federal, and international laws, regulations and/or requirements and any industry standards, including but not limited to: the Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH), Government Data Collection and Dissemination Practices Act, Gramm-Leach-Bliley Financial Modernization Act (GLB), Payment Card Industry Data Security Standards (PCI-DSS), Americans with Disabilities Act (ADA), and Federal Export Administration Regulations. Any Contractor personnel visiting Mason facilities will comply with all applicable Mason policies regarding access to, use of, and conduct within such facilities. Mason's policies can be found at <https://universitypolicy.gmu.edu/all-policies/> and any facility specific policies can be obtained from the facility manager.
- N. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor shall ensure that personally identifiable information ("PII") which is defined as any information that by itself or when combined with other information can be connected to a specific person and may include but is not limited to personal identifiers such as name, address, phone, date of birth, Social Security number, student or personal identification numbers, driver's license numbers, state or federal identification numbers, biometric information, religious or political affiliation, non-directory information, and any other information protected by state or federal privacy laws, will be collected and held confidential and in accordance with this Contract, during and following the term of this Contract, and will not be divulged without the individual's and Mason's written consent and only in accordance with federal law or the Code of Virginia.

- O. **CONFLICT OF INTEREST:** Contractor represents to Mason that its entering into this Contract with Mason and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq*), the Virginia Ethics in Public Contracting Act (§57 of the *Governing Rules*), the Virginia Governmental Frauds Act (Va. Code 18.2 – 498.1 *et seq*) or any other applicable law or regulation.
- P. **CONTINUITY OF SERVICES:**
1. The Contractor recognizes that the services under this Contract are vital to Mason and must be continued without interruption and that, upon Contract expiration, a successor, either Mason or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
 - b. To make all Mason owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and
 - c. That the University Procurement Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
 2. The Contractor shall, upon written notice from the Procurement Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
 3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations). All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.
- Q. **DEBARMENT STATUS:** As of the Effective Date, the Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of services covered by this Contract, nor is the Contractor an agent of any person or entity that is currently so debarred.
- R. **DEFAULT:** In the case of failure to deliver goods or services in accordance with this Contract, Mason, after due oral or written notice, may procure them from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Mason may have.
- S. **DRUG-FREE WORKPLACE:** Contractor has, and shall have in place during the performance of this Contract, a drug-free workplace policy (DFWP), which it provides in writing to all its employees, vendors, and subcontractors, and which specifically prohibits the following on company premises, during work-related activities, or while conducting company business: the sale, purchase, manufacture, dispensation, distribution possession, or use of any illegal drug under federal law (including marijuana). For purposes of this section, "drug-free workplace" covers all sites at which work is done by Contractor in connection with this Contract.
- T. **ENTIRE CONTRACT:** This Contract constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written contracts with respect to the subject matter herein. This Contract can be modified or amended only by a writing signed by all of the Parties.
- U. **EXPORT CONTROL:**
1. **Munitions Items:** If the Contractor is providing any items, data or services under this order that are controlled by the Department of State, Directorate of Defense Trade Controls, International Traffic in Arms Regulations ("ITAR"), or any items, technology or software controlled under the "600 series" classifications of the Bureau of Industry and Security's Commerce Control List ("CCL") (collectively, "Munitions Items"), prior to delivery, Contractor must:
 - A. notify Mason (by sending an email to export@gmu.edu), and
 - B. receive written authorization for shipment from Mason's Director of Export Controls.

The notification provided by the Contractor must include the name of the Mason point of contact, identify and describe each ITAR or CCL-controlled commodity, provide the associated U.S. Munitions List (USML) category number(s) or Export Control Classification Number, and indicate whether or not the determination was reached as a result of a commodity jurisdiction determination, or self-classification process. The Contractor promises that if it fails to obtain the required written pre-authorization approval for shipment to Mason of any Munitions Item, it will reimburse Mason for any fines, legal costs and other fees imposed for any violation of export controls regarding the Munition Item that are reasonably related to the Contractor's failure to provide notice or obtain Mason's written pre-authorization.

2. **Dual-Use Items:** If the Contractor is providing any dual-use items, technology or software under this order that are listed on the CCL in a series other than a "600 series", Contractor must (i) include the Export Control 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.
- V. **FORCE MAJEURE:** Mason shall be excused from any and all liability for failure or delay in performance of any obligation under this Contract resulting from any cause not within the reasonable control of Mason, which includes but is not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, any strike or labor disturbance, travel restrictions, acts of government, disease, pandemic, or contagion, whether such cause is similar or dissimilar to any of the foregoing. Upon written notification from Mason that such cause has occurred, Contractor agrees to directly refund all payments to Mason, for services not yet performed, including any pre-paid deposits within 14 days.
 - W. **FUTURE GOODS AND SERVICES:** Mason reserves the right to have Contractor provide additional goods and/or services that may be required by Mason during the term of this Contract. Any such goods and/or services will be provided by the Contractor under the same pricing, terms and conditions of this Contract. Such additional goods and/or services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Contract. Such newly introduced additional goods and/or services will be provided to Mason at Favored Customer pricing, terms and conditions.
 - X. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into this Contract Contractor certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
 - Y. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless Mason, the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of Mason or to the failure of Mason to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.
 - Z. **INDEPENDENT CONTRACTOR:** The Contractor is not an employee of Mason, but is engaged as an independent contractor. The Contractor shall indemnify and hold harmless the Commonwealth of Virginia, Mason, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes or amounts of any kind relating to the Contractor's performance of this Contract. Nothing in this Contract shall be construed as authority for the Contractor to make commitments which will bind Mason or to otherwise act on behalf of Mason, except as Mason may expressly authorize in writing.
 - AA. **INFORMATION TECHNOLOGY ACCESS ACT:** Computer and network security is of paramount concern at Mason. Mason wants to ensure that computer/network hardware and software does not compromise the security of its IT environment. Contractor agrees to use commercially reasonable measures in connection with any offering your company makes to avoid any known threat to the security of the IT environment at Mason.

All e-learning and information technology developed, purchased, upgraded or renewed by or for the use of Mason shall comply with all applicable University policies, Federal and State laws and regulations including but not limited to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia, as amended, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs,

and activities provided by or on behalf of the University. The Contractor shall also comply with the Web Content Accessibility Guidelines (WCAG) 2.0. For more information, please visit <http://ati.gmu.edu>, under Policies and Procedures.

BB. **INSURANCE:** The Contractor shall maintain all insurance necessary with respect to the services provided to Mason. The Contractor further certifies that they will maintain the insurance coverage during the entire term of the Contract and that all insurance is to be placed with insurers with a current reasonable A.M. Best's rating authorized to sell insurance in the Commonwealth of Virginia by the Virginia State Corporation Commission. The Commonwealth of Virginia and Mason shall be named as an additional insured. By requiring such minimum insurance, Mason shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

1. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage, personal injury and advertising injury, products and completed operations coverage;
2. Workers Compensation Insurance in an amount not less than that prescribed by statutory limits; and, as applicable;
3. Commercial Automobile Liability Insurance applicable to bodily injury and property damage, covering owned, non-owned, leased, and hired vehicles in an amount not less than \$1,000,000 per occurrence; and
4. An umbrella/excess policy in an amount not less than five million dollars (\$5,000,000) to apply over and above Commercial General Liability, Employer's Liability, and Commercial Automobile Liability Insurance.

CC. **INTELLECTUAL PROPERTY:** Contractor warrants and represents that it will not violate or infringe any intellectual property right or any other personal or proprietary right and shall indemnify and hold harmless Mason against any claim of infringement of intellectual property rights which may arise under this Contract.

1. Unless expressly agreed to the contrary in writing, all goods, products, materials, documents, reports, writings, video images, photographs or papers of any nature including software or computer images prepared or provided by Contractor (or its subcontractors) for Mason will not be disclosed to any other person or entity without the written permission of Mason.
2. Work Made for Hire. Contractor warrants to Mason that Mason will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from the Contract and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all intellectual property created in the performance or otherwise arising from the Contract, and will execute any future assignments or other documents needed for Mason to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, for research collaboration pursuant to subcontracts under sponsored research contracts administered by the University's Office of Sponsored Programs, intellectual property rights will be governed by the terms of the grant or contract to Mason to the extent such grant or contract requires intellectual property terms to apply to subcontractors.

DD. **NON-DISCRIMINATION:** All parties to this Contract agree to not discriminate on the basis of race, color, religion, national origin, sex, pregnancy, childbirth or related medical conditions, age (except where sex or age is a bona fide occupational qualification, marital status or disability).

EE. **PAYMENT TO SUBCONTRACTORS:** The Contractor shall take the following actions upon receiving payment from Mason: (1) pay the subcontractor within seven days for the proportionate share of the total payment received from Mason attributable to the work performed by the subcontractor under that Contract; or (2) notify Mason and subcontractor within seven days, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. b. If an individual contractor, provide social security number in order to receive payment. c. If a proprietorship, partnership or corporation provide Federal employer

identification number. d. Pay interest to subcontractors on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Institution for work performed by the subcontractor under that Contract, except for amounts withheld as allowed by prior notification. e. Accrue interest at no more than the rate of one percent per month. f. Include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

- FF. **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.
- GG. **REMEDIES**: If the Contractor breaches this Contract, in addition to any other rights or remedies, Mason may terminate this Contract without prior notice.
- HH. **RENEWAL OF CONTRACT**: This Contract may be renewed by for two (2) successive one-year renewal options under the terms and conditions of this Contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the University's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the University elects to exercise the option to renew the Contract for an additional one-year period, the Contract price(s) for the additional one year shall not exceed the Contract price(s) of the original Contract increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available or 2%, whichever is lower.
 2. If during any subsequent renewal periods, the University elects to exercise the option to renew the Contract, the Contract price(s) for the subsequent renewal period shall not exceed the Contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "other goods and services" category of the CPI-U section of the Consumer Price Index of the United States bureau of Labor Statistics for the latest twelve months for which statistics are available, or 2%, whichever is lower.
- II. **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/>."
- JJ. **RESPONSE TO LEGAL ORDERS, DEMANDS, OR REQUESTS FOR DATA**: Except as otherwise expressly prohibited by law, Contractor will: i) immediately notify Mason of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking University Data; ii) consult with Mason regarding its response; iii) cooperate with Mason's reasonable requests in connection with efforts by Mason to intervene and quash or modify the legal order, demand or request; and iv) upon Mason's request, provide Mason with a copy of its response.
- If Mason receives a subpoena, warrant, or other legal order, demand (including request pursuant to the Virginia Freedom of Information Act) or request seeking University Data maintained by Contractor, Mason will promptly provide a copy to Contractor. Contractor will promptly supply Mason with copies of data required for Mason to respond, and will cooperate with Mason's reasonable requests in connection with its response.
- KK. **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.
- LL. **SOVEREIGN IMMUNITY**: Nothing in this Contract shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia and of Mason.

- MM. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent from Mason. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Mason the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of this Contract. This paragraph applies to, but is not limited to, subcontractor(s) who process University Data.
- NN. SWaM CERTIFICATION: Contractor agrees to fully support the Commonwealth of Virginia and Mason's efforts related to SWaM goals. Upon contract execution, Contractor (as determined by Mason and the Virginia Department of Small Business and Supplier Diversity) shall submit all required documents necessary to achieve SWaM certification to the Department of Small Business and Supplier Diversity within 90 days. If Contractor is currently SWaM certified, Contractor agrees to maintain their certification for the duration of the Contract and shall submit all required renewal documentation at least 30 days prior to existing SWaM expiration at <https://www.sbsd.virginia.gov/>.
- PP. Sustainable Product Identification and Preference: To the extent practicable, Contractor agrees to categorize and label sustainably certified products with their relevant certification logos, categorize identified products in special eco-/ green products page(s), and when possible, suggest a more eco- product versus a similar conventional product, as well as give preference to sustainable items in product searches. Eco- or green can be used but certified products should be identified as such, and the sustainable features should be described in product descriptions. Sustainable products shall be shown preference in product catalogs and eCommerce site(s) through filters, encouragement to buy better / go green, product placement, and other methods.
- RR. UNIVERSITY DATA: University Data includes all Mason owned, controlled, or collected PII and any other information that is not intentionally made available by Mason on public websites, including but not limited to business, administrative and financial data, intellectual property, and patient, student and personnel data. Contractor agrees to the following regarding University Data it may collect or process as part of this Contract:
1. Contractor will use University Data only for the purpose of fulfilling its duties under the Contract and will not share such data with or disclose it to any third party without the prior written consent of Mason, except as required by the Contract or as otherwise required by law. University Data will only be processed by Contractor to the extent necessary to fulfill its responsibilities under the Contract or as otherwise directed by Mason.
 2. University Data, including any back-ups, will not be accessed, stored, or transferred outside the United States without prior written consent from Mason. Contractor will provide access to University Data only to its employees and subcontractors who need to access the data to fulfill Contractor's obligations under the Contract. Contractor will ensure that employees who perform work under the Contract have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of the Contract and to maintain the confidentiality of the University Data.
 3. The parties agree that as between them, all rights including all intellectual property rights in and to University Data shall remain the exclusive property of Mason, and Contractor has a limited, nonexclusive license to use the University Data as provided in the Contract solely for the purpose of performing its obligations under the Contract. The Contract does not give a party any rights, implied or otherwise, to the other party's data, content, or intellectual property, except as expressly stated in the Contract.
 4. Contractor will take reasonable measures, including audit trails, to protect University Data against deterioration or degradation of data quality and authenticity. Contractor shall be responsible for ensuring that University Data, per the Virginia Public Records Act, is preserved, maintained, and accessible throughout their lifecycle, including converting and migrating electronic data as often as necessary so that information is not lost due to hardware, software, or media obsolescence or deterioration.
 5. Contractor shall notify Mason within three business days if it receives a request from an individual under any applicable law regarding PII about the individual, including but not limited to a request to view, access, delete, correct, or amend the information. Contractor shall not take any action regarding such a request except as directed by Mason.

6. If Contractor will have access to University Data that includes “education records” as defined under the Family Educational Rights and Privacy Act (FERPA), the Contractor acknowledges that for the purposes of the Contract it will be designated as a “school official” with “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract for Mason’s and its end user’s benefit, and will not share such data with or disclose it to any third party except as provided for in the Contract, required by law, or authorized in writing by the University.
7. Mason may require that Mason and Contractor complete a Data Processing Addendum (“DPA”). If a DPA is completed, Contractor agrees that the information in the DPA is accurate. Contractor will only collect or process University Data that is identified in the DPA and will only handle that data (e.g., type of processing activities, storage, security, disclosure) as described in the DPA. If Contractor intends to do anything regarding University Data that is not reflected in the DPA, Contractor must request an amendment to the DPA and may not take the intended action until the amendment is approved and documented by Mason.

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

1. Immediately upon becoming aware of circumstances that could have resulted in unauthorized access to or disclosure or use of University Data, Contractor will notify Mason, fully investigate the incident, and cooperate fully with Mason’s investigation of and response to and remediation of the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to individuals who’s PII was involved, regulatory agencies, or other entities, without prior written permission from Mason.
2. Mason reserves the right in its sole discretion to perform audits of Contractor, at Mason’s expense, to ensure compliance with all obligations regarding University Data. Contractor shall reasonably cooperate in the performance of such audits. Contractor will make available to Mason all information necessary to demonstrate compliance with its data processing obligations. Failure to adequately protect University Data or comply with the terms of this Contract with regard to University Data may be grounds to terminate this Contract.

TT. UNIVERSITY DATA UPON TERMINATION OR EXPIRATION: Upon termination or expiration of the Contract, Contractor will ensure that all University Data are securely returned or destroyed as directed by Mason in its sole discretion within 180 days of the request being made. Transfer to Mason or a third party designated by Mason shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of Mason or its transferee, and to the extent technologically feasible, that Mason will have reasonable access to University Data during the transition. In the event that Mason requests destruction of its data, Contractor agrees to destroy all data in its possession and in the possession of any subcontractors or agents to which the Contractor might have transferred University Data. Contractor agrees to provide documentation of data destruction to the University.

Contractor will notify the University of any impending cessation of its business and any contingency plans. This includes immediate transfer of any previously escrowed assets and University Data and providing Mason access to Contractor’s facilities to remove and destroy Mason-owned assets and University Data. Contractor shall implement its exit plan and take all necessary actions to ensure a smooth transition of service with minimal disruption to Mason. Contractor will also provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to Mason. Contractor will work closely with its successor to ensure a successful transition to the new equipment, with minimal downtime and effect on Mason, all such work to be coordinated and performed in advance of the formal, final transition date.

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

Contractor Name

George Mason University

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____



RESPONSE TO REQUEST FOR PROPOSALS
GMU-1857-23

TITLE: Promotional Items, Screen Printing and Embroidery

PRIMARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

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

Name and Address of Firm:

Legal Name: **Pat Dome Enterprises, LLC** Date: **June 1, 2023**

DBA: **Patdome Promotions**

Address: **949 N. Broadway, Knoxville, TN 37917**

By: **Michael Ickowitz, Managing Director** Signature

A handwritten signature in black ink, appearing to read "Michael Ickowitz", is written over the "Signature" label.

FEI/FIN No. **27-548972327-5489723**

Fax No. N/A

Email: **mike@patdome.com**

Telephone No. **865-368-3158**

SWaM Certified: **Yes**

SWaM Certification Number: **695695**



Table of Contents

Executive Summary, Qualifications and Experience	3
Names, Qualifications, Experience of Assigned Personnel	5
References	6
Response to Statement of Needs	8
Response to Additional Questions	9
Cost of Services	13
Specific Plan	16

Section XIII. B.2 – B.3

Executive Summary, Qualifications and Experience

Who we are and what we offer:

Pat Dome Enterprises (DBA Patdome Promotions) is a George Mason University Alumni-owned, SWaM-Certified, family-run creative firm and promotional products company offering a range of items and services to boost the brand identity of our partners. We provide a small business approach to customer service and work to serve as advocates who work relentlessly to stay on schedule and on budget. We think of ourselves as partners, not vendors, by advising clients on the latest trends and recommending items to market your brand with a lasting impression.

Who do we do it for:

Patdome Promotions has been licensed with the Collegiate Licensing Company (CLC/Learfield/IMG) since 2006 and Exemplar Licensing since 2020. Patdome Promotions currently has licensed George Mason University (Preferred Vendor), The University of Tennessee (Preferred Vendor), Tennessee Tech University (Preferred Vendor), UT Health Science Center (Preferred Vendor), College of Charleston, The College of William and Mary, The University of California San Diego, The University of the Pacific, Franklin & Marshall, American University, George Washington University, The University of Memphis, and The University of Florida. We also work with several non-licensed academic institutions, including approximately 10 international institutions of higher education, corporations, and organizations large and small locally and around the world.

Why choose Patdome Promotions?

Patdome Promotions is a certified small business with owners actively involved in day-to-day operations. We attribute our success to providing a small business approach to customer service while offering access to the same products and technology as larger shops. We are always willing to visit with you to talk about your needs, and we will make recommendations based on your upcoming events. We “create the things you WISH existed,” specializing in promotional products, advertising specialties, and apparel that are often the result of understanding their role in a larger brand concept or campaign. Our philosophy when working with partner institutions is to create experiences and relationships through branding rather than simply selling promotional products. Many vendors can take orders and deliver shipments, but we strive to serve as an extension of the departmental team to provide creative solutions and long-term strategies that best utilize the university’s resources.

Who doesn’t love a Cinderella story?

As the George Mason Patriots made their historic Final Four run in the 2006 college basketball tournament, Knoxville, Tennessee-based Patdome Promotions began as a small alumni-owned business helping fans all over the country get officially licensed team gear and logo apparel at a time when selection and creativity was not available outside of the immediate DC area. Why “Patdome”? – It’s what the students used to call the basketball arena at the time, the Patriot Center, where they would often watch the Patriots play. We learned quickly that our customers wanted high-quality merchandise without the brick and mortar price. As our e-commerce success grew, we were asked to produce promotional products, which we did while quickly gaining a reputation for delivering on-time and on-budget. As our George Mason customers moved on to other businesses and institutions, we were fortunate to expand along with them. Fast nearly two decades down the road, and as word of mouth spread beyond the university community, Pat Dome Enterprises, DBA Patdome Promotions, became a Cinderella story in its

own right, now providing hundreds of marketing campaigns through promotional products and logo items to businesses and organizations throughout the US (and beyond!).

Our Connection to George Mason University

The George Mason Spirit is at the core of Patdome Promotions. Co-Owner Mike Ickowitz is an alumnus of George Mason where he spent his undergraduate years working both as a tour guide and 3 years as George Mason's mascot, "Gunston." Tanya Ickowitz, the other half of Patdome Promotions' ownership team, began her professional career in George Mason's Office of Admissions. It was at Mason where they met and where their shared passion for the university evolved into a life-long partnership still deeply connected to George Mason. With every pen, tote bag, and bobblehead we create, we proudly help to advance George Mason University's mission and vision. We are a Mason family. We have obtained degrees from Mason, began our professional careers at Mason, recruited and represented Mason, remained connected to the campus in the two decades since leaving Northern Virginia, and will soon be sending our daughter back to Mason to create her own experiences. We proudly participate in philanthropic initiatives, such as sponsoring a match to faculty and staff giving for Athletics Giving Day. Our entire company began after the 2006 Final Four run for the sole purpose of being able to have access to Mason spirit apparel outside of the DC area. We are, and have long been, invested in the Mason community and all of its surrounding success and growth.

A Trusted and Qualified Partner

When COVID-19 emerged in early 2020, we were initially worried about how to sustain our growing events-based business during a global shutdown. Our model is rooted in the success of our partners, and we quickly pivoted to ask our partners at George Mason how we could help them continue to engage with current students, alumni, prospective students, partners, and donors without being able to maintain a physical presence. Drawing on our backgrounds in higher education administration, communications, and marketing, we immediately began collaborating with our university partners to create campaigns designed to move forward and succeed in the most challenging of obstacles.

During a time when recruitment and conversion events went virtual, Patdome Promotions shifted several promotional product projects from on-campus delivery to more than 20,000 fulfilled boxes, bags, and letters for delivery all over the world for George Mason University in 2020 alone. At Mason specifically, we worked with both the Office of Admissions and New Student and Family Programs to create welcome kits building the on-campus relationships traditionally cultivated during admitted student and orientation events. We worked with Mason Athletics to bring fans to Eagle Bank Arena through fan cutouts, which served to keep the fan base engaged, show support to Patriot Student Athletes, and fundraise for the Patriot Club. We worked with several academic units to send letters and stickers, license plate frames, webcam covers, hand sanitizers, and zoom lights all to forward Mason's mission in 2020 and 2021 to home-based students, faculty, staff, and alumni.

As a whole, Patdome Promotions performed similar work for several higher education institutions. The results of these campaigns were uniquely measurable and quantifiable, as our partners were not only able to continue meeting their goals in a virtual setting, but many also reported record engagement in response to this new highly personalized communication.

Section XIII. B.3b

Names, Qualifications and Experience of Assigned Personnel**Mike Ickowitz – Co-Owner**

Mike Ickowitz's connection to Mason spans over three decades, first as a student, Mason Ambassador, and beloved athletic mascot, Gunston, and now as a parent to a rising University Scholar freshman. He began his professional career in higher education as an admissions counselor at American University, followed by a move to the Office of International and Graduate Admissions at the University of Tennessee. Mike holds Master's Degrees in Higher Education Administration and Sociology with a focus on Political Economy. He cultivated a love for entrepreneurship as the group leader of international science education programs with a focus on global brand business development as a contractor for the U.S. Department of Energy located at Oak Ridge National Laboratory and later with market development work in the U.S. and Canada for the University of New South Wales in Sydney, Australia. Mike founded Patdome Promotions in 2006 and now serves as Managing Director of Sales and Business Development.

Tanya Ickowitz – Co-Owner

Tanya Ickowitz brings a wealth of experience and knowledge in the field of higher education recruitment and retention, as well as marketing and communications. She began her professional career in the George Mason University Office of Admissions and continued to work with student outreach initiatives for over a decade as the Director of Communications and Marketing for Edsouth and SouthEast Bank in Knoxville, TN. Tanya holds a Master's Degree in Communications with a concentration in Public Relations, and she is thrilled to be able to fuse both specialties in working with our higher education clients and their unique audiences. In 2017, she left the corporate world to focus on building the growing success of Patdome Promotions. Her primary responsibilities include internal and external marketing and communications, executive and fiscal policy oversight, and creative direction.

Julie Henry – Operations Manager

Julie Henry has over 20 years of experience working in marketing and communications. She started her career as an assistant for the Student Outreach Services department of Edsouth and worked her way up to become Director of Communications for Edsouth in 2017. Julie attended The University of Tennessee, Knoxville and holds a Bachelor of Science Degree in Marketing. Julie has been with Patdome Promotions for one year and is the client liaison between the time a client chooses what to order and the time that the order is delivered. She's responsible for monitoring projects throughout the production cycle, communicating status updates, and ensuring that items are shipped and delivered on time and accurately.

Section XIII. B.3c

References

George Mason University / Admissions

F. Patrick Money

Director of Undergraduate Admissions

M: 703.587.8033

fmoney@gmu.edu

Patdome Promotions has been working with George Mason University since 2006 and with Mr. Money since 2011.

Testimonial from Mr. Money:

“Patdome Promotions has been an amazing partner over the last decade. As a trusted vendor, they are always on my short list when looking for creative solutions to help meet business goals. I think the thing I appreciate the most about Patdome Promotions is their commitment to their customer(s) and doing everything they can to provide great products. Regardless of the state of the idea I bring to the table, the thoughtful questions they raise and their willingness to collaborate always produce a better outcome than what I hoped for coming into the project. If a problem presents itself mid-project, I’ve always been able to count on them to deliver on my deadlines no matter what. At times, it is easy to forget they aren’t on my direct team with how much they care about the end product.”

George Washington University / Athletics

Meg Carren

Asst. AD of Marketing, Strategy and Fan Engagement

M: 703.973.1250

mcarren@gwu.edu

Patdome Promotions has been working with George Washington University since 2020, but has been working with Ms. Carren since 2018 in a former professional role.

Testimonial from Ms. Carren:

“In my years of experience in intercollegiate athletic marketing, I’ve worked with countless vendors to encourage fan interest through the connection of sport, the fan experience, and the university. I have found that as the amount of my responsibility and number of my mission-critical tasks grow, my list of trusted vendors shrinks, and Patdome Promotions is at the top of that list for promotional products. That is because Patdome Promotions so much more than a vendor, they are more than just order takers. Patdome Promotions takes the time to know our needs and to predict what works for our programs and feeds our constant need of new and notable giveaways and branded items. They remove obstacles that other vendors cannot seem to surmount and take away from the distraction of worrying about the delivery status and cost of our promotional items.”

University of Tennessee Foundation, Inc. / Advancement

Jenna Dulling

Advancement Coordinator

M: 865.466.7751

jdulling@utfi.org

Patdome Promotions has been working with The University of Tennessee Foundation, Inc. since 2017.

Testimonial from Ms. Dulling:

“Patdome Promotions was instrumental in helping us reach our alumni and students throughout the pandemic by shipping more than 2,300 branded boxes for many of our programs including: Alumni Board of Directors meetings, Senior Toast, Volunteer Leadership Weekend, 40 under 40, Alumni Summer College, and Torch Night where we welcomed 800 new graduating seniors to our alumni family. Their partnership helped us surpass our goal and set a record year for alumni engagement in 2020-2021. Patdome’s professionalism, customer service, and reliability are truly unmatched and we are proud to call them members of the Volunteer family.”

College of Charleston / Enrollment Management

Jimmie Foster

Vice President

W: 843.953.7199

fosterja@cofc.edu

Patdome Promotions has been working with The College of Charleston since 2008 and with Mr. Foster in a previous role since 2006.

Testimonial from Mr. Foster:

“I have worked with Patdome Promotions for more than fifteen years during my tenure at four institutions. Their depth and specialization of experience in higher education is unmatched, and I know that when they are called upon to work with me on a project, we can jump right into creating a memorable and impactful campaign that is cognizant of our unique timeline, branding guidelines, communications cycle, budget, and competition. I would recommend them as a university partner without hesitation, and the fact that colleagues at my former institutions also continue to work with and recommend Patdome to other departments at their respective universities speaks volumes about their professionalism and creativity.”

Section XI

Response to Statement of Needs

Mason requests vendors offer a wide variety of promotional items, apparel and embroidery services.

Patdome Promotions offers a wide variety of promotional items, apparel and embroidery services.

Section XI A.1

Provide the link to your complete electronic catalog containing all available promotional items being offered. Include published price list or instructions on how to access published price list electronically.

Our entire catalog of promotional items with published pricing is available at our website www.patdome.com.

The following items are also available on Patdome.com, but as a convenience, our apparel catalog is located at the link below:

www.sportswearcollection.com/patdome2019

www.sportswearcollection.com/patdome2019

Section XI A.2

Describe ability to customize electronic catalog for Mason.

Patdome Promotions has the ability to create a separate, password protected, custom electronic catalog for Mason as a negotiable contractual service.

Section XI A.3

Describe ability to provide a local sales representative for Mason.

As a current preferred vendor, a Patdome Promotions account manager currently visits the Mason campus once a fiscal quarter and has done some decoration work on-site for Athletics and Admissions. Patdome Promotions has the ability to hire new employees as well as provide local sales representatives. The frequency of campus visits and/or locally placed sales representative is a negotiable contractual service.

Section XI A.4

It is a requirement of all vendors providing goods and/or merchandise bearing the trademarks/names or logos of George Mason University to register and become licensed and maintain a license through CLC (The Collegiate Licensing Company). Please note the registration and licensing fees are the sole responsibility of the vendor. The licensee requirements include, but may not be limited to, submitting all artwork electronically through the Brand Manager 360 platform for approval and maintaining product liability insurance, Licensees are also required to report and pay royalties on product sold to Mason that will be resold or used for fundraising purposes. Additionally, licensees that hold a "Standard License" should expect to report and pay royalties on all sales. To "Get Licensed" visit clc.com. To be considered for orders that include Mason's trademarks/names or logos, the vendor must first be licensed.

Patdome Promotions is licensed to produce branded goods for George Mason University through the Collegiate Licensing Company (CLC), The Collegiate Licensing Company (License 62767). The Patdome Promotions team is familiar with compliance with regards to branding and has never incurred a branding violation. Patdome Promotions holds an “Internal License” at the time of submission and has confirmed with Mason’s branding office, that sales under this contract, under this license type are exempt from royalties.

Section XI A.5

Vendors must be able to adhere to the brand standards of the University as shared on trademarks.gmu.edu.

Patdome Promotions not only submits all designs for approval through CLC’s portal “Brandmanager360,” but if there is a question on usage, we regularly consult with the Office of University Branding for guidance. Patdome Promotions maintains a design capability to ensure that end-user provided art meets the Mason brand standards and to comply with any change requests from submissions at no additional cost to the end user. Our extensive familiarity with branding guidelines also contributes to faster turnaround times in that we are able to advise departments in submitting artwork that is likely to be approved upon the initial review.

Section XI B

Response to Additional Questions

Section XI B.1

Describe your experience in working with various departments at educational institutions similar to Mason. Include method for collaboration for individual orders.

Patdome Promotions has 17 years of experience working with institutions of higher education for their promotional product and apparel needs. Patdome Promotions works with and is a preferred vendor at institutions large and small, from the highly retail-focused University of Tennessee to other large public universities such as the University of Memphis and the College of William & Mary. These two examples are used with Tennessee having a more brand-heavy culture, and then Memphis and William & Mary, whose purchasing patterns in this category most similarly resemble George Mason’s.

The method for collaboration always begins with the given need of the end user/campus entity. In our campus visits, we meet with and plan ahead for those units for whom we anticipate a cycle-based need – these include our campus partners in offices such as Admissions and Athletics who have needs for promotional products at predictable times of year. Many times, needs arise as events pop up quickly, such as in University Life and Student Involvement, where we are tasked with completing a project within a narrow time frame. The process for collaboration starts with the initial contact, in a meeting, via phone or email, or by using the chat feature or “request info” feature on our website. We guide our partners through the process, ascertaining important information such as the event date, quantity, product’s intended usage, and anything else that we will need to deliver product on time and as expected. Keeping in mind that end users on campus don’t buy promotional products every day, we pride ourselves on our industry knowledge and use the conversation as a starting point, suggesting multiple product options through an interactive presentation to our clients. Once a decision is made and a payment method (either P-Card or PO) is finalized, we process the order, send a virtual proof for approval, submit the design through BrandManager360 (CLC) for approval and manage production to ensure an on-time delivery – with tracking sent as soon as is available.

Section XI B.2

Describe your plan for providing pre-production samples of promotional items with logo.

Patdome Promotions' order process always includes a free digital mockup/sample of the items being purchased. Often, several digital mockups will be done on multiple items in the selection process. On occasion, Mason staff will request a single unit or small run of physical pre-production samples of promotional products being ordered, particularly when higher dollar amounts or higher quantities are involved. Time and cost depend on the specific item being ordered, but when feasible, we often provide a limited number of samples at little or no cost to the department.

Section XI B.3

Describe your timeframe for providing adequate sample items, material, or color swatches.

Patdome Promotions is often able to have a sample en-route to campus on the same business day requested. Delivery of those samples is typically delivered in 1-4 days.

Section XI B.4

Specify your typical turnaround time for delivery (standard, rush, etc.) of the promotional items being offered.

The typical turnaround time for delivery on a standard order is 7-10 business days from proof approval. We confirm the actual projected turnaround time with our sources prior to placing an order, and if timing is a concern, we work with clients to find a replacement supplier or item to meet their need. Rush orders are determined on a per-project basis and can be available in as few as 1 business day on a per-project basis.

Section XI B.5

Describe your ability to provide semi-annual reports showing list prices and prices paid which will reflect the cost savings to Mason.

Upon request, Patdome Promotions can comply with a contractual requirement showing list prices and prices paid reflecting the cost savings to Mason.

Section XI B.6

Describe your return policy and associated costs.

Patdome Promotions takes a number of steps to ensure that each order goes as planned. Most of our orders feature custom decoration, and once delivered, are not returnable or refundable unless the item is defective or incorrect. However, on occasion for, the delivered goods are either not as expected or a project needs to be stopped prior to delivery. Patdome Promotions prides itself on its order management and expectations of goods purchased; however promotional products and apparel are decorated in production environments, and when we are informed that an item is not as expected, we work with our campus partners to correct any issues in a number of ways. If there is enough time prior to the item being distributed, we will offer to replace any damaged goods as a primary method of resolution. If that is not possible, we will then offer to credit or adjust an invoice for any damage. If a client elects to cancel an order prior to delivery, if no cost was incurred by Patdome Promotions, we are happy to cancel the order at no cost. If cost was incurred, or production has started but not delivered, we bill for time and cost appropriately on a case-by-case basis. To assist in our ability to properly rectify

issues, we do require that departments notify us within one week of delivery (preferably as soon as possible) if a product does not arrive as expected.

Section XI B.7

Describe your quality control process.

Patdome Promotions employs a full-time operations manager whose sole responsibility is to project manage orders in-house to ensure that they arrive on time. Goods manufactured or decorated at Patdome Promotions, including decorated apparel, raw materials, and/or blank apparel, are inspected for flaws such as holes, snags, and manufacturing defects, along with size and color counts. Decorated apparel is inspected prior to delivery.

Patdome Promotions performs complex tasks related to mailings and we ensure quality control with staff supervision during the fulfillment process, and random sample checks proportionate to the number of units in the project. When possible, Patdome Promotions subscribes to a service which allows bulk parcel tracking and can report on the number delivered and the number outstanding, estimating the date for final delivery.

Section XI B.8

Describe any and all third-party socially and environmentally sustainable sourcing and manufacturing certifications maintained within your supply chain for product offerings (i.e., [B Corp](#), [Cradle to Cradle \(C2C\)](#), [Fair Trade](#), [Global Organic Textile Standard \(GOTS\)](#), [Fair Labor](#), [WRAP Certified](#), [Sedex](#), [Verite](#), [Blue Angel](#), [Green Screen](#), [Yess](#), [bluesign®](#), [Better Cotton Initiative \(BCI\)](#), [OEKO-TEX®](#) [STeP](#), [1% for the Planet](#), etc.). Explain any price differential. i.e., any cost savings, increase cost, environmental impact, product circularity, percentage of goods that are certified, etc..

As a licensee of George Mason, Patdome Promotions is a member of the Fair Labor Association. The Fair Labor Association (FLA) provides training and tools to build expertise in companies and drive innovation in business practices, ultimately improving working conditions and the lives of the workers who make the products you buy. FLA provides quarterly trainings that Patdome staff attend virtually. As the gold standard of social sourcing, our supply chain consists largely of FLA member manufacturers and decorators.

Large portions of Patdome Promotions' supply chain are members of one or more of the following:

Sustainable Apparel Coalition (SAC) A group of nearly 200 global brands, retailers, manufacturers, government, non-profit environmental organizations and academic institutions committed to improving supply chain sustainability in the apparel, footwear and textile industries
Quality Certification Alliance (QCA) A leading promotional products industry organization. The QCA verifies company practices to consistently provide quality, compliant and socially responsible promotional products into the marketplace.

Environmentally sustainable goods are widely available to the George Mason community and range from goods made from recycled materials, materials that are easy to recycle, and goods that are intended to replace disposable, one-time use goods. Additionally, Patdome Promotions' parcel carrier of choice is UPS, which offers to charge a premium to make the transport of goods as carbon neutral as possible. UPS's carbon neutral option supports projects that offset the emissions of the shipment's transport. UPS has supported projects that include reforestation, landfill gas destruction, wastewater treatment, and methane destruction. While Patdome does not charge a premium for the use of any of these goods, services, or memberships, they often come with an increased cost.

Section XI B.9

Describe your ability to categorize and label sustainably certified products with their relevant certification logos, categorize identified products in special eco-/ green products page(s), and when possible, suggest a more eco- product versus a similar conventional product, as well as give preference to sustainable items in product searches. Eco- or green can be used but certified products should be identified as such, and the sustainable features should be described in product descriptions. Sustainable products shall be shown preference in product catalogs and eCommerce site(s) through filters, encouragement to buy better / go green, product placement, and other methods.

Patdome Promotions maintains its own website and such has the ability online to categorize and label sustainably certified products with their relevant certification logos, categorize identified products in special eco-/ green products page(s), and when possible, suggest a more eco- product versus a similar conventional product. As a preferred, contracted vendor, Patdome Promotions is pleased to help George Mason University reach its goals. The level of effort and customization is a negotiable contractual service.

Section XI B.10

Describe single-use plastics and polystyrene foam used in packaging and shipping, and explain what percentage of your packaging and shipping supplies are a) reusable, b) made of higher percentage post-consumer recycled (PCR) content, and / or are c) third-party sustainability certified (i.e., Forest Stewardship Council ([FSC](#)) certified). Explain efforts to reduce the use of single-use plastic and polystyrene foam in packaging and single-use plastic film wrap and polystyrene foam in shipping. Additionally, offerings for consolidation of deliveries to reduce packaging material used and to reduce carbon emissions from transport.

Shipments of both raw materials and finished goods are transported using a variety of methods and shipping channels. Most goods are transported in recyclable cardboard containers. Where controllable, our preferred method of shipping is to use the smallest container possible, which reduces cost of goods sold and that savings is passed through to the university. An added environmental benefit of reducing package container size is the reduction or elimination of any filler material. When controllable, Patdome Promotions prefers to use recycled paper or plastic pillows that are recyclable as we find that it is both sustainable and works well to protect goods.

To our knowledge, the use of single-use plastics and polystyrene foam is minimal in packaging and shipping. When controllable, Patdome Promotions prefers to consolidate goods for delivery and shipping to reduce cost and environmental impact. Our use of a preferred parcel carrier means that only 1 carrier truck should be used to make the final delivery and not multiple carriers, reducing emissions. As is the level of priority for the university with regards to the balance of environmental impact and cost, Patdome Promotions is willing to discuss and implement the university's preference of steps towards environmental impact reduction as a function of contract negotiations.

Section XII

Cost of Services

Section XII A

Apparel / Non-Apparel: These categories will include all items in their prospective category. This will be for screen printing. Vendors are to provide a percentage discount off current published list price (on line or print catalog).

Cost of Apparel for screen printing– Blank apparel and apparel accessories will be **discounted off current published list pricing by 17%**. The cost of screen printing as well as fees provided/described below as described in this proposal will then be added to the cost of the blank goods. The combination of these two costs constitutes the complete discounted price offered.

Cost of Apparel for Embroidery– Blank apparel and apparel accessories will be **discounted off current published list pricing by 17%**. The cost of embroidery as well as applicable fees provided/described below as described in this proposal will then be added to the cost of the blank goods. The combination of these two costs constitutes the complete discounted price offered.

Section XII B

Embroidery: Vendors are to provide a cost per thousand stitches.

The cost of embroidery per thousand stitches for a typical order is \$0.45

Section XII C

Proposals shall include all related fees (if applicable) within the discount price of the items including but not limited to:

Section XII C.1

Set-Up Fees - ADDENDUM TO PRICING SCHEDULE

Discounted Set-Up Fees for embroidery is \$35 per design.

Discounted Set-Up Fees for screen printing is \$20 per color used.

Section XII C.2

Complete Bid Table – Pricing Schedule.**Imprinting Fees (screen printing) – ADDENDUM TO PRICING SCHEDULE**

QUANTITY	1 Color	2 Color	3 Color	4 Color	5 Color	6 Color	7 Color	8 Color	9 Color	10 Color	11 Color	12 Color
48+	\$ 2.00	\$ 2.75	\$ 3.50	\$ 4.25	\$ 5.00	\$ 5.75	\$ 6.50	\$ 0.15	N/A	N/A	N/A	N/A
72+	\$ 1.55	\$ 2.05	\$ 2.55	\$ 3.05	\$ 3.55	\$ 4.05	\$ 4.55	\$ 5.05	\$ 5.55	\$ 6.05	\$ 6.55	\$ 7.05
96+	\$ 1.35	\$ 1.70	\$ 2.05	\$ 2.40	\$ 2.75	\$ 3.10	\$ 3.45	\$ 3.80	\$ 4.15	\$ 4.50	\$ 4.85	\$ 5.20
144+	\$ 1.15	\$ 1.45	\$ 1.75	\$ 2.05	\$ 2.35	\$ 2.65	\$ 2.95	\$ 3.25	\$ 3.55	\$ 3.85	\$ 4.15	\$ 4.45
192+	\$ 1.10	\$ 1.35	\$ 1.60	\$ 1.85	\$ 2.10	\$ 2.35	\$ 2.60	\$ 2.85	\$ 3.10	\$ 3.35	\$ 3.60	\$ 3.85
288+	\$ 1.00	\$ 1.25	\$ 1.50	\$ 1.75	\$ 2.00	\$ 2.25	\$ 2.50	\$ 2.75	\$ 3.00	\$ 3.25	\$ 3.50	\$ 3.75
500+	\$ 0.95	\$ 1.20	\$ 1.45	\$ 1.70	\$ 1.95	\$ 2.20	\$ 2.45	\$ 2.70	\$ 2.95	\$ 3.20	\$ 3.45	\$ 3.70
750+	\$ 0.95	\$ 1.20	\$ 1.45	\$ 1.70	\$ 1.95	\$ 2.20	\$ 2.45	\$ 2.70	\$ 2.95	\$ 3.20	\$ 3.45	\$ 3.70
1000+	\$ 0.85	\$ 1.05	\$ 1.25	\$ 1.45	\$ 1.65	\$ 1.85	\$ 2.05	\$ 2.25	\$ 2.45	\$ 2.65	\$ 2.85	\$ 3.05
2500+	\$ 0.77	\$ 0.97	\$ 1.17	\$ 1.37	\$ 1.57	\$ 1.77	\$ 1.97	\$ 2.17	\$ 2.37	\$ 2.57	\$ 2.77	\$ 2.97
5000+	\$ 0.75	\$ 0.90	\$ 1.05	\$ 1.20	\$ 1.35	\$ 1.50	\$ 1.65	\$ 1.80	\$ 1.95	\$ 2.10	\$ 2.25	\$ 2.40
10000+	\$ 0.60	\$ 0.75	\$ 0.90	\$ 1.05	\$ 1.20	\$ 1.35	\$ 1.50	\$ 1.65	\$ 1.80	\$ 1.95	\$ 2.10	\$ 2.25

Section XII C.3

Embroidery Fees - ADDENDUM TO PRICING SCHEDULE

Stitch Count	1-11 Pieces	12-23 Pieces	24-71 Pieces	72-143 Pieces	144-500 Pieces	500+ Pieces
Min 8,000	\$ 5.00	\$ 4.50	\$ 4.00	\$ 3.50	\$ 3.00	\$ 2.85
8,001-10,000	\$ 5.50	\$ 5.00	\$ 4.50	\$ 4.00	\$ 3.50	\$ 3.35
10,001-12,000	\$ 6.00	\$ 5.50	\$ 5.00	\$ 4.50	\$ 4.00	\$ 3.85
12,001-14,000	\$ 6.50	\$ 6.00	\$ 5.50	\$ 5.00	\$ 4.50	\$ 4.35
14,001-16,000	\$ 7.00	\$ 6.50	\$ 6.00	\$ 5.50	\$ 5.00	\$ 4.85
16,001-18,000	\$ 7.50	\$ 7.00	\$ 6.50	\$ 6.00	\$ 5.50	\$ 5.35
18,001-20,000	\$ 8.00	\$ 7.50	\$ 7.00	\$ 6.50	\$ 6.00	\$ 5.85
20,001-22,000	\$ 8.50	\$ 8.00	\$ 7.50	\$ 7.00	\$ 6.50	\$ 6.35

Section XII C.4

Discounted Miscellaneous Fees - ADDENDUM TO PRICING SCHEDULE

Screen print flashing - \$0.15 per garment

Polyester - 35% surcharge on cost of decoration

PMS color matching - \$25 per color

Sleeve Printing - \$0.30 per sleeve

Other Miscellaneous Fees - ADDENDUM TO PRICING SCHEDULE

Published shipping rates on decorated apparel treated as a pass-through line-item

Section XII C.5

Cost of Samples

Patdome Promotions provides up to 3 hard good samples per order at no cost of the sample. Additional samples are available at the cost of the blank good.

Patdome Promotions provides unlimited samples of apparel at the cost of the blank good and shipping.

Section XII C.6

Art Assistance

Patdome Promotions provides simple art assistance at no cost (included in the total cost of goods). More complex art assistance is charged at \$75 per hour, billed in 15 minute increments.

Section XII D

Freight/shipping charges should be inclusive in vendors pricing.

Freight/shipping charges vary and apply on a per order basis and will be billed at published rate.

Section XII E - ADDENDUM TO PRICING SCHEDULE

Rush charges will apply on a per order basis and will be billed at contractor's actual cost.

Cost Assumptions and Explanation of provided cost and fees:

Embroidery:

The cost per thousand stitches is a variable number based on the stitch count and quantity of goods. This is a measure of the labor required to prepare the machine for the job which includes installing the correct thread colors installed and machine programmed to which color is on which needle and then the time required by the embroidery machine to stitch a single, complete logo. To highlight the extremes, In Mason's case, the "M with quill" on a left chest location on a polo takes far fewer stitches and time than the "Athletic" logo on the back of a jacket. A typical order of a unit logo for an office (10,000 stitches on 12-23 pieces) is provided above.

Screen printing:

When using ink that is lighter than the garment, a flash is needed to dry the ink . A flash is actually a "flash of heat" that is used in between printing stages to quickly dry the inks while the shirt is still on the pallet. This creates an extra screen location with a flash heater instead of a color. The surcharge on flashing is a function of time.

Polyester is heat sensitive and requires a slower transition through the dryer at a lower temperature. The surcharge on polyester is a function of time.

Sleeve printing

The most common platen (surface that the garment rests while printing) is the chest. To print on a sleeve, the platen must be removed and replaced. Additionally, the shirt hangs from the platen and more care is taken to ensure that the garment will remain in place. The surcharge on sleeve printing is a function of time.

Section XIII. B.4

Specific Plan (Methodology)

Section XIII. B.4a

Your approach to providing the services described herein.

Patdome Promotions' approach includes receiving orders, collaborating with individual end users as described previously, and delivering goods and services as agreed in a manner compliant with the terms of a contract.

Section XIII. B.4b

What, when and how services will be performed.

The sale, production, and delivery of goods and services related to this contract will be performed on-demand of a campus end-user tasking this contract with a specific need and in the manner described in this proposal.

Section XIII. B.4c

Educational sessions offered

Patdome Promotions offers and has in the past delivered at Mason a number of educational sessions geared towards all populations on campus including topics ranging from how to create usable art for printing and how goods are made and decorated. Patdome Promotions staff has experience in presenting educational sessions and courses at both the undergraduate and graduate level. We firmly believe that educating our end users on topics involved with their orders creates efficiencies in selecting products and preparing artwork for printing. The frequency of educational sessions is a negotiable contractual service.

Section XIII. B.6a

Are you and/or your subcontractor currently involved in litigation with any party?

No. Patdome Promotions is not involved in litigation with any party

Section XIII. B.6b

Please list any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to your firm or any subcontractor in the last three years.

To our knowledge, Patdome Promotions has not been the subject of any investigation or action from any state, local, federal or other regulatory body (OSHA, IRS, DOL, etc.) related to our firm or any subcontractor in the last three years.

Section XIII. B.6c

Please list all lawsuits that involved your firm or any subcontractor in the last three years.

To our knowledge, Patdome Promotions nor any subcontractor has not been involved in any lawsuits in the last three years.

Section XIII. B.6d

In the past ten (10) years has your firm's name changed? If so please provide a reason for the change

The official name of the company for the past 10 years has been Pat Dome Enterprises. Pat Dome Enterprises officially registered an official Doing Business As (DBA) Patdome Promotions in 2021 with the State of Tennessee.

ATTACHMENT A
SMALL BUSINESS SUBCONTRACTING PLAN
TO BE COMPLETED BY OFFEROR

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

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

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

Offeror Name: Pat Dome Enterprises, LLC

Preparer Name: Michael Ickowitz **Date:** June 1, 2023

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

Instructions

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

Section A

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

Certification Number: 695695 Certification Date: 8/25/2021

Section B

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

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

Subcontract #1

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

Subcontract #2

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

Subcontract #3

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

Subcontract #4

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

Subcontract #5

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



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-1857-23

ISSUE DATE: April 21, 2023

TITLE: Promotional Items, Screen Printing and Embroidery

PRIMARY PROCUREMENT OFFICER: Sara Siddall, Strategic Sourcing Manager

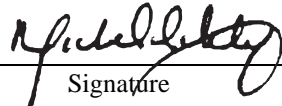
SECONDARY PROCUREMENT OFFICER: James F. Russell, Director

QUESTIONS/INQUIRIES: Submit all inquiries through [Mason's Bonfire Portal](#), no later than 4:00 PM Eastern Time (ET) on May 12, 2023. **All questions must be submitted through Mason's Bonfire portal.** For assistance with technical questions related to Bonfire, contact Support@GoBonfire.com or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>. Responses to questions will be posted to Mason's Bonfire portal and on the [Mason Purchasing Website](#) by 5:00 PM ET on May 16, 2023

PROPOSAL DUE DATE AND TIME: June 1, 2023 @ 2:00 PM ET. ATTENTION: PROPOSALS WILL NOT BE ACCEPTED VIA EMAIL, MAIL OR IN PERSON. **SEE SECTION XV FOR DETAILS ON ELECTRONIC PROPOSAL SUBMISSION.**

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

Name and Address of Firm:

Legal Name: <u>Pat Dome Enterprises, LLC</u>	Date: <u>June 1, 2023</u>
DBA: <u>Patdome Promotions</u>	
Address: <u>949 N Broadway</u>	By: <u></u>
<u>Knoxville, TN 37923</u>	Signature
FEI/FIN No. <u>27-5489723</u>	Name: <u>Michael Ickowitz</u>
Fax No. <u>N/A</u>	Title: <u>Managing Director</u>
Email: <u>mike@patdome.com</u>	Telephone No. <u>865-368-3158</u>

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

SWaM Certification Number: 69595

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.



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

RFP ADDENDUM NO. 1:

Date: May 2, 2023
Reference: RFP # GMU-1857-23
Title: Promotional Items, Screen Printing and Embroidery
RFP Issued: August 21, 2023
Proposal Due Date: June 1, 2023 @ 2:00 PM ET

The following changes are hereby incorporated into the aforementioned RFP:

Section XVII subsection G Late Bid/ Proposals, has been updated to read:

- G. LATE PROPOSALS: To be considered for selection, proposals must be received in Mason's Bonfire Portal by the designated date and hour. The official time used in the receipt of proposals is the proposal due date and hour in Mason's Bonfire Portal. Proposals submitted after the due date and time has expired will not be accepted nor considered. Mason is not responsible for any delays related to Bonfire's website or vendor registration process. It is the responsibility of the offeror to ensure that their proposal is submitted by the designated date and hour.

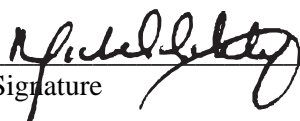
I hereby acknowledge receipt of RFP# GMU-1857-23, Promotional Items, Screen Printing and Embroidery

Pat Dome Enterprises, LLC

Name of Offeror/Firm

Michael Ickowitz

NAME (Print or typed)



Signature

June 1, 2023

Date

Responses

Success: All data is valid!

Status	#
Success: All values provided	#0-1
Success: All values provided	#0-2
Success: All values provided	#0-3
Success: All values provided	#0-4
Success: All values provided	#0-5
Success: All values provided	#0-6
Success: All values provided	#0-7
Success: All values provided	#0-8
Success: All values provided	#0-9
Success: All values provided	#0-10

Order Quantity	Numeric
	Apparel Discount (percentage) fto
0-12	17
13-48	17
47-144	17
145-576	17
577-876	17
877-1176	17
1177-1476	17
1477-1776	17
1777-2076	17
2077-2376+	17

Numeric	Numeric	Numeric	Text	Numeric
Embroidery Cost (per-thousand stitch)	Non Apparel Discount (percentage) Ito	Delivery Time (days)	Rush Delivery Available (Y/N)	Rush Delivery Available (Days) 1
\$ 0.62	17	7	Y	2
\$ 0.50	17	7	Y	2
\$ 0.44	17	7	Y	2
\$ 0.44	17	7	Y	2
\$ 0.36	17	10	Y	2
\$ 0.36	17	10	Y	2
\$ 0.36	17	15	Y	2
\$ 0.36	17	15	Y	2
\$ 0.36	17	15	Y	2
\$ 0.36	17	15	Y	2

[illegible]