



**REQUEST FOR PROPOSALS
RFP GMU-392-09**

ISSUE DATE August 8, 2008

TITLE: DIGITAL SIGNAGE

ISSUING AGENCY: George Mason University
Attn: Purchasing Department
4087 University Drive, Room 400
Fairfax, Virginia 22030-4444
Ph. (703) 993-2580, Fx. (703) 993-2589

**LOCATION WHERE PRODUCT WILL
BE DELIVERED AND SERVICES PERFORMED:** George Mason University, Virginia Campuses at Fairfax and Prince
William, Arlington and Loudoun and United Arab Emirates Ras Al
Khaimah Campus

PERIOD OF PERFORMANCE: One Year from Date of Award. Optional Four (4) one-year
renewals

SEALED PROPOSAL DUE DATE AND TIME: September 19, 2008 @ 2:00 PM

Note: A return envelope is not being provided. It is the responsibility of the offeror to ensure the proposal is submitted in an envelope, box, container, etc. that clearly identifies the contents as a proposal submission in response to this Request For Proposals. Also see Section V herein.

QUESTIONS/INQUIRIES: E-mail all inquiries for information to:
Cindy Sempstrott, Contract Officer / csempstro@gmu.edu

HAND DELIVER OR MAIL PROPOSALS DIRECTLY TO THE ISSUING AGENCY SHOW ABOVE

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on August 28, 2008 at 10:00AM at Student Union II Bldg, RM 5, 6, 7 located at GMU's Fairfax Campus. See <http://www.gmu.edu/> for directions. See SECTION VI, Paragraph M. for additional details.

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:

FEI/FIN No. _____
Fax No. _____
Email: _____

Date: _____
By: _____
Signature In Ink
Name: _____
Title: _____
Telephone No. _____

Virginia Contractor License No. _____ Class _____ Specialty Codes _____

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia 2.2-4343.1D* or against a Bidder/Offeror because of race, religion, color, sex, national origin, age, disability, or any other prohibited by state law relating to discrimination in employment.

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ADDITIONAL RESOURCES: The following are hereby incorporated by reference and can be downloaded from the Purchasing Department website at:

http://fiscal.gmu.edu/Departments/Purchasing/Purchasing_page.htm

1. Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors.
2. Virginia Public Procurement Act.
3. Commonwealth of Virginia General Terms and Conditions.

I. **PURPOSE:** The purpose and intent of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for a qualified contractor to furnish and install a wide range of digital signage and to provide services associated with digital signage to all campuses of George Mason University. George Mason University (Mason) is an Institution of Higher Education of the Commonwealth of Virginia.

II. **BACKGROUND:** George Mason University, located in the heart of Northern Virginia's technology corridor near Washington, D.C., is an innovative, entrepreneurial institution with national distinction in a range of academic fields. With strong undergraduate and graduate degree programs in engineering, information technology, biotechnology and health care, Mason prepares its alumni to succeed in the workforce and meet the needs of the region and the world. Mason's enrollment currently exceeds over 30,000 students.

Mason professors conduct groundbreaking research in areas such as cancer, climate change, information technology and the biosciences, and Mason's Center for the Arts brings world-renowned artists, musicians and actors to its stage. Its School of Law is recognized by "U.S. News and World Report" as one of the top 40 law schools in the United States.

A. **MASON'S MISSION:** George Mason University is an institution of international academic reputation providing superior education for students to develop critical, analytical, and imaginative thinking with well-founded ethical decisions. Mason will respond to the call for interdisciplinary research and teaching, not simply by adding programs but by rethinking the traditional structure of the academy.

The university will prepare students to address the complex issues facing them in society and to discover meaning in their own lives. It will encourage diversity in its student body and will meet the needs of students by providing them with interdisciplinary and innovative undergraduate, graduate, and professional courses. The university will energetically seek ways to interact with and serve the needs of the student body.

The university will nurture and support a faculty that is diverse, innovative, excellent in teaching, active in pure and applied research, and responsive to the needs of students and the community. The faculty will embody the university's interactive approach to change both in the academy and in the world.

The university will be a resource of the Commonwealth of Virginia serving private and public sectors. It will be an intellectual and cultural nexus between Northern Virginia, the nation, and the world.

B. **MASON'S PROJECT GOALS:** The project goals that the University seeks to achieve are to:

- Replace existing "traditional" signage with more dynamic, informative and flexible digital signage technology
- Adopt an expandable technology that supports the potential for thousands of digital displays to be used and supported by this system
- Enable diverse users with varying needs throughout the University to use digital communication displays to communicate their specific information needs to varying audiences at campus locations and terminals of their choice
- Reduce overall signage costs at the University
- Supply the option of creating new revenue sources through advertising conveyed on this digital signage
- Help increase awareness of events and activities and further enhance the Mason community by using this system for improved communications
- Create a system that would allow for simultaneous, near-instantaneous dissemination of information with the option of a priority override enabling emergency or other forms of alerts or communications to be transmitted to all digital signage, or a subset of signage, taking precedence over normal communications provided over this system.
- Enable distribution of information content to be partitioned to targeted subsets of users so that different users receive information pertinent to their needs or immediate location.

III. **STATEMENT OF NEEDS:** The contractor shall furnish all labor, equipment, materials, training and comprehensive services to provide digital signage to Mason campuses and sites in Virginia including Fairfax, Prince William, Arlington, Loudoun and Ras Al Khaimah Campus in United Arab Emirates. The scope of these products and services will include Digital Signage Services.

A. **PROJECT REQUIREMENTS / SPECIFICATIONS:**

1. **Signage:**

- a. Directory/Information Signs
 - (1) The capability of displaying the layout of a building
 - (2) Interactive capabilities with users (e.g., how to get from a current location to the location you are seeking)
 - (3) Listings of daily events and locations
 - (4) Advertising, upcoming events/services/off campus sponsors
 - (5) Printouts or records of how many times a specific ad was run and time
 - b. Dining menus, prices and other food-related information
 - c. Special event mobile signs listing traffic conditions
 - d. Bulletin boards
2. Management and Infrastructure:
- a. Web based or controlled from many locations (not one computer) with hierarchies and group rights
 - b. A web based application to import, create and/or finalize graphical and multimedia content in the format the solution requires.
 - c. The ability to communicate wirelessly
 - d. User database should allow LDAP authentication
 - e. The ability to assign user permissions as a whole, as a group, by the screen, and part of the screen.
3. Displays should have the capability to provide the following:
- a. Use horizontally or vertically placed screens
 - b. Change content and schedule quickly and on the fly
 - c. Operate in the event of power, network, or server outage
 - d. Be managed individually, in groups, and system wide
 - e. Operate continuously on a 24x7 basis, as necessary
 - f. Format same feed for different screens (16x9 format versus 4x3 format or vertical versus horizontal)
 - g. Be seen from all angles e.g., children, wheelchairs (lower angles,) persons standing off to side
 - h. Function using protective cases for high traffic areas
 - i. Offer the option of using touch panels or some other mode of interactivity
 - j. Have option of selecting for use displays that are weatherproof for outdoor usage
 - k. Be controlled from a single point that can turn system on and off, view status of signage, and in case of emergencies can take control of all screens or just certain groups depending on nature of emergency
 - l. Feed to portable system (projector) not dedicated only to fixed screens

- m. Offer video wall capabilities
 - n. Operate without set top box or pc
4. Product shall have the capability to handle the following contents:
- a. Static text updated daily, weekly and/or monthly
 - b. Graphics or still images with text updated daily, weekly and/or monthly
 - c. Moving graphics or stored video
 - d. 'Live' Internet pages
 - e. Streaming 'live' video \ Cable TV
 - f. Stored content in case of network interruptions
 - g. Can have a segmented screen, live in one area, rss feed at bottom, static pictures in another area
 - h. RSS feeds (ticker at bottom)
 - i. Can take live feed from portable system/location and output it to locations
 - j. Live video/sound streaming, for live events locally and/or to other campuses
 - k. Different groups can run different simultaneous live feeds
 - l. A video storage system with capability to run prerecorded events on demand and/or programmed
 - m. Preview of content before sending
 - n. Graphics and files to be shown are flexible, not strictly have to be created for this signage product (html, Powerpoint, flash, mpeg, avi.) Not requiring re-creation of all promotional items.
5. Product shall provide the following system scheduling:
- a. Ability to easily display reports created from Scheduler Plus (event scheduling software) and display daily activities without extensive labor involved
 - b. Ability to easily display events from Today@Mason
 - c. Ability to push an event(s) automatically “harder” or more often just prior to event start time
 - d. Ability to have event expire e.g., after an event ends, the event is no longer advertised
 - e. Scheduling is done per event rather than having one long loop with each event with separate parameters

IV. **EVALUATION AND AWARD CRITERIA:**

- A. **EVALUATION CRITERIA:** Proposals will be evaluated by a George Mason University committee using the following weights and criteria:

Point Value

1. Quality of proposal including; understanding Mason's needs and Offerors specific plans or methodology to meet requirements. 50
2. Quality of references and experience. 25
3. Cost of product and services. 25

- B. ACCEPTANCE OR REJECTION: George Mason University reserves the right to accept or reject any or all proposals, in whole or in part, to take exception to any RFP specifications, to make an award based solely on the proposals received or to negotiate further with one or more offerors. Mason also reserves the right to negotiate a contract with the selected offeror(s), which is at variance with the RFP initially prepared by Mason and/or responded to by the offeror. Failure to comply with the RFP by an offeror, as determined by Mason, may be grounds for the exclusion of such offeror from further consideration by Mason.
- C. SELECTION: The selection by George Mason University of any proposal as ultimately negotiated will be at Mason's entire discretion, which discretion shall extend to purely subjective considerations solely exercisable by Mason without regard to a claimed lowest cost by any proposed vendor. George Mason University is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4359D, Code of Virginia).

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS.

1. RFP Response: In order to be considered, Offerors must submit a complete response to this RFP. One (1) original and six (6) copies of each proposal must be submitted to Mason's Purchasing Department. Offerors must also submit a copy of the proposal on CD. If the offer contains propriety information then two CD's must be submitted; one with complete proposal and one with proprietary information removed. The Offeror shall make no other distribution of the proposals.
2. Proposal Preparation:
 - 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 requirements of the RFP. Emphasis should be on completeness and clarity of content.
 - c. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
 - d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposals should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposals should contain a table of contents that cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposals and designated as additional material. Proposals that are not organized in this manner risk eliminating from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - e. Ownership of all data, material and documentation originated and prepared for Mason pursuant to the RFP shall belong exclusively to Mason and be subject to public inspection in accordance

with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 2.2-4342D of the Code of Virginia in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary or trade secrets. Labeling the entire contents of a proposal is not acceptable and may result in rejection and return of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to Mason. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Mason will schedule the time and location of these presentations. Oral presentations are an option of Mason and may or may not be conducted. Therefore, proposals should be complete.

Mason will expect Offerors who are invited to give a one hour oral presentation and will utilize the person or persons who will be working on the project to make the presentation so quality and experience of the contractor's staff can be evaluated prior to making selection. Should presentations be required we have scheduled them for (dates, times, locations here). These dates are not negotiable so please allow for proper scheduling.

A room will be provided that can display a power point presentation. If desired, this room's display can connect to a VGA source brought in by your team for demonstrations. It is expected that your presentation will contain and/or cover the following:

- Introduction of your team
- A brief overview of why your solution is the best choice to meet GMU needs
- An explanation of how GMU would:
 - create and import content
 - schedule content for display
 - interrupt scheduled content for local and/or immediate notifications
 - manage the storage and distribution of content
- An explanation of how hardware and displays would be installed and connected in the various scenarios required.
- A schedule showing proposed installation timeline including lead time for equipment purchase
- A detail of the warranty and/or contract support and expected SLA your firm or partnership would provide for the system and components going forward

Reasonable access will be provided to the room in advance if your firm or partnership wishes to set-up equipment to demonstrate.

- B. SPECIFIC REQUIREMENTS: Proposals should be as thorough as possible so Mason may properly evaluate the Offeror's capabilities and approach toward providing the required equipment and services. Offerors are required to submit the following items as a complete proposal

1. The return of this complete RFP GMU-392-09 signed and completed as required.
2. References. See Section VI, Paragraph O.
3. Provide a brief history of the Offeror, their partnerships and subcontractors including experience, general background and qualifications for providing the equipment and services described in this RFP.
4. Provide full description and technical specification sheets for every item, device and/or application in your solution that meets Mason's Statement of Needs.
5. Provide an explanation of how Mason would:
 - create and import content
 - schedule content for display

- interrupt scheduled content for local and/or immediate notifications
 - manage the storage and distribution of content
6. Provide an explanation of how hardware and displays would be installed and connected in the various scenarios required.
 7. Provide a schedule showing proposed installation timeline including lead time for equipment purchased.
 8. Provide a detail of the warranty and contract support and expected Service Level Agreement (SLA) the Offeror or partnership would provide for the system and components.
 9. Provide the following pricing schedule in a spreadsheet / table format, so that the cost of every device, system, installation, license fees, maintenance and service can be easily reviewed:
 - a. In “order of magnitude” prices on all devices, software and systems proposed. This should include both one-time and reoccurring costs presented as actual estimated pricing.
 - b. Pricing for set-up and installation include all fees associated ie delivery, licenses etc.
 - c. If required by the contractor and/or partnership, include all costs to manage the system.
 - d. Software license fees
 - e. Software and hardware annual maintenance fees.
 10. Provide resumes for key individuals that would be assigned to work with Mason including a description of their experience in providing the services described herein.
- C. **IDENTIFICATION OF THE PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:
- From: _____ Due Date: September 19, 2008 Time: 2:00PM
 Name of Offeror
- _____
 Street or Box Number RFP Number: GMU-392-09
- _____
 City/State/Zip Code Title: DIGITAL SIGNAGE
- Contract Officer: CINDY SEMPSROTT

VI. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to George Mason University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or Institution of the Commonwealth has purchased or uses its products or services.
- B. **ADDITIONAL USERS:** It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions, or George Mason University’s affiliated corporations may access any resulting contract if authorized by the contractor. Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify George Mason University in writing of any such entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from George Mason University. George Mason University shall not be held liable for any costs or damages incurred by any

other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that George Mason University is not responsible for the acts or omissions of any entity, and will not be considered in default of the contract no matter the circumstances. Use of this contract does not preclude any participating entity from using other contracts or competitive processes as the need may be.

- C. AS BUILT DRAWINGS: The contractor shall provide the Commonwealth a clean set of reproducible “as built” drawings and wiring diagrams, marked to record all changes made during installation or construction. The contractor shall also provide the Commonwealth with maintenance manuals, parts lists and a copy of all warranties for all equipment. All “as built” drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- D. 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). The offeror’s proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
- E. DELIVERY AND STORAGE: It shall be the responsibility of the contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The owner will not assume any responsibility for receiving these shipments. Contractor shall check with the owner and make necessary arrangements for security and storage space in the building during installation.
- F. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- G. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority/owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority/owned), and type of product/service provided.
- H. PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- I. SUBCONTRACTS: **No portion of the work shall be subcontracted without prior written consent of the purchasing department.** In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing department 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 the contract.
- J. CRIMINAL BACKGROUND INVESTIGATIONS: George Mason University reserves the right to require that the Contractor and his/her employees successfully complete a criminal background check prior to the start of their services. The criminal background investigation shall include a review of the Contractor and his/her employee’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.

George Mason University currently uses HireRight (www.HireRight.com) to conduct criminal background investigations on their selected employees and HireRight has agreed to extend this rate to affiliated Contractors. Contractors of outsourced services are responsible for all costs associated with conducting background checks.

- K. REFERENCES: Bidders shall provide a list of at least three (3) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1. _____			
2. _____			
3. _____			

- L. INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site, and I am aware of the conditions under which the work must be accomplished. Claims, as the result of failure to inspect the job site, will not be considered by the University.
- M. OPTIONAL PREPROPOSALCONFERENCE: An optional pre-proposal conference will be held on August 28, 2008 at 10:00AM at Student Union II Bldg, RM 5, 6, 7 located on GMU's Fairfax Campus. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
- N. WARRANTY (COMMERCIAL): The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the bid/proposal.
- O. DATE OF ACCEPTANCE: The date of acceptance for all equipment, software, or services shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided unless stated otherwise within the solicitation.
- P. NEW PRODUCTS: Unless otherwise requested in the solicitation, all equipment furnished under the contract shall be new, unused equipment. All software provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.
- Q. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The Commonwealth reserves the right to require proof of certification prior to award and at any time during the term of the contract.
- R. RENEWAL OF MAINTENANCE: Maintenance of the hardware or software specified in the resultant contract may be renewed by the mutual written agreement of both parties for an additional four (4) one-year period(s), under the terms and conditions of the original contract except as noted herein. Price changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a succeeding one-year period exceed the prior year's contract price(s), increased or decreased by more than the percentage increase or decrease in the all items category of the CPI-W section of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which statistics are available.
- S. SOFTWARE UPGRADES: The Commonwealth shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.

- T. TERM OF SOFTWARE LICENSE: Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However the Commonwealth reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The Commonwealth further reserves the right to transfer all rights under the license to another state agency to which some or all of its functions are transferred.
- U. THIRD PARTY ACQUISITION OF SOFTWARE: The contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the contractor shall obtain, for the Commonwealth's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.
- V. TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.
- W. WARRANTY AGAINST SHUTDOWN DEVICES: The contractor warrants that the equipment and software provided under the contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, nor its agents, employees, or subcontractors shall insert any shutdown device following delivery of the equipment and software.
- X. YEAR 2000 COMPLIANT (AND ENABLEMENT) WARRANTY: The contractor warrants that all software, firmware and hardware product(s) delivered to the Commonwealth of Virginia under any agreement, and which is used in accordance with the product documentation provided by the contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including, but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under this Agreement discovered not to be compliant after acceptance shall be corrected by the contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the contractor to default action.

The contractor shall not be responsible for correcting any product(s) (e.g., hardware, software, firmware) which were not provided under this agreement or for correcting any previously owned Commonwealth products that are used in combination with the contractor's product(s); however, if this solicitation identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting agreement, the contractor shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that date data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided under this agreement.

- Y. NONVISUAL ACCESS TO TECHNOLOGY: All information technology which, pursuant to this agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this agreement:
1. effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
 2. the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the technology interacts;
 3. Nonvisual Access Technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

4. the Technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
5. Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, §§ 2.2-3500 through 2.2-3504 of the *Code of Virginia*.

VII. 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 delivery, installation and on-going service and/or maintenance that may be required. 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 orders from the University shall be transmitted through the Contract Administrator, or his designee. However the Contract Administrator shall have no authority to order changes in the work which alter the concept or scope of the work or change the basis for compensation to the contractor.

VIII. METHOD OF PAYMENT: Contractor shall be paid on the basis of monthly invoices submitted, to be paid Net 30 days from receipt and approval by the Contract Administrator, upon receipt of product and/or completion of services. Original invoices shall be mailed directly to the Accounts Payable Department at the following address:

George Mason University
Accounts Payable Dept., MSN 3C1
4400 University Drive
Fairfax, VA 22030

- A. **PAYMENT BY ELECTRONIC FUNDS TRANSFER:** Mason desires to make payments to the successful vendor under the resulting contract via the Commonwealth's Financial Disbursement System using Electronic Data Interchange (EDI) and its connectivity to the Automated Clearing House (ACH) network. Payments through the Commonwealth's Financial Disbursement System will be paid in accordance with the Prompt Payment Act of Virginia which requires payment within 30 days of invoice or receipt of goods or services date, or by the terms and conditions established under the resulting contract. Each party shall bear the respective fees and other charges assessed by its designated bank(s) and third party service providers for financial EDI payments. For additional information relating to benefits of using EDI and the eligibility criteria, contact the Department of Accounts at 804-692-0473 or edi@doa.state.va.us.

IX. BUSINESS STATUS: To be filled out by offeror:

- A. Type of organization (circle one):
- | | | |
|-----------------|-------------|-----------------|
| Individual | Partnership | Corporation |
| Sole Proprietor | Government | Other (explain) |
- B. Category (circle one):

Manufacturer/Producer	Mfgr's Agent	Retailer
Service Establishment	Distributor	Wholesaler
Other (explain)		

C. Status (circle one):

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

X. RFP SCHEDULE:

- | | |
|---------------------------------|---------------------------------|
| • Issue in eVA: | 08/08/08 |
| • Advertise in Washington Post: | Sunday, 08/10/08 |
| • Pre-Proposal Conference | 08/28/08 |
| • Proposals Due: | 09/19/08@ 2:00PM |
| • Proposals to committee: | 09/22/08 |
| • Review and score proposals: | 09/22/08 –10/10/08 |
| • Scores due to Purchasing: | 10/13/08 |
| • Oral presentations: | Week of 10/20/08 (if necessary) |
| • Negotiations: | November 2008 |
| • Best and Final Offers: | November 2008 |
| • Award: | December 2008 |
| • Contract start date: | TBA |