

# **GAMING & ELECTRONICS RFQ**

REQUEST FOR QUOTATION

May 15, 2023

| KEY DATES                              |                            |
|--|----------------------------|
| Request for Quote Posted               | May 15, 2023               |
| Request for Quote Released             | May 22, 2023               |
| Deadline for Questions                 | May 29, 2023               |
| Projected Questions & Answers Response | May 31, 2023               |
| Deadline for Quotes                    | June 7, 2023               |
| Projected Award Date                   | June 19, 2023              |
| Projected Start Date                   | December 2023 – April 2024 |

After reviewing this document, if you wish to participate in the RFQ, please download and complete the *RFQ Vendor Participation Request Form* prior to the Release date. Once the RFQ has been released we can no longer accept new vendors to participate.

<sup>\*</sup>Please note you must download this file and open with Adobe. It will not function properly if opened in your web browser



#### ABOUT THE UNITED SERVICE ORGANIZATIONS

The USO strengthens America's military service members by keeping them connected to family, home and country, throughout their service to the nation.

Since 1941, the USO has been the nation's leading nonprofit organization serving the men and women in the U.S. military, and their families, throughout their time in uniform. From the moment they join, through their assignments and deployments, and as they transition back to their communities, the USO is always by their side.

Today's USO continuously adapts to meet the needs of our men and women in uniform and their families, so they can focus on their mission. We operate USO centers on or near military installations across the United States and throughout the world, including in combat zones, and even un-staffed USO service sites in places too dangerous for anyone but combat troops to occupy. USO airport centers offer around-the clock hospitality for traveling service members and their families throughout the country.

Our trademark USO tours bring America and its celebrities to service members who are assigned far from home, to entertain them and convey the support of the nation. USO has been actively engaged in providing electronic gaming for service members. Our many specialized programs, including transition reintegration services offer a continuum of support to service members throughout their journey of service, from the first time they don the uniform until the last time they take it off.

The USO is not part of the federal government. A congressionally chartered, private nonprofit organization, the USO relies on the generosity of individuals, organizations and corporations to support its activities, and is powered by a dedicated professional staff and family of volunteers to accomplish our mission of connection.



### **PROJECT SUMMARY**

The USO seeks to secure pricing on various gaming and electronics to support USO initiatives:

- USO Expeditionary
- USO Gaming

Based on the "Scope of Work", you may bid on the products in Exhibit 1 where your company can successfully meet requirements on delivery. Bidding on all products is not required. The USO expects to award selected vendors a "preferred vendor status" for 3 years based on "best value" under this RFQ. With supply and demand challenges we would anticipate using multiple vendors to fulfill our needs.

The anticipated award date is approximately June 19, 2023.

The USO reserves the right to make no award or to cancel the RFQ at any time prior to a written contract.

## **PROJECT REQUIREMENTS**

## Scope of Work (SOW)

The Vendor selected will be responsible for performing all tasks and subtasks listed below, as well as additional tasks to be assigned, and mutually agreed upon deliverable dates.

# Requirements

## **Technical Solution:**

- 1. Bulk order delivery to USO fulfillment center (Chicago)
  - 1.1 Order deliveries all at once, one box or pallet deliveries
  - 1.2 Delivery within 10 14 days of PO; if possible

### 2. Product Ordering and Invoicing

- 2.1 Purchase Order required before fulfillment or delivery
- 2.2 Coupa Punchout orders (Preferred)
  - i. Punchout site ordering capability
  - ii. Quoting options via Coupa Punchout
  - iii. cXML or Coupa Supplier Portal (CS) invoice submission required
  - iv. cXML or CSP tracing info submission required

### 2.3 Quote Orders

- i. Provide USO buyer / business owner with a quote
- ii. CSP invoice submission required
- iii. Credit card payment not acceptable
- iv. cXML or CSP tracking info submission required



## **Corporate Qualifications**

The work described in this RFQ must be performed quickly and meet exceptionally high-quality standards. It is essential that the Vendor demonstrate the technical and subject-matter expertise to design and conduct the activities described in the Scope of Work and to put qualified staff in place to begin work rapidly. The Vendor must also have the ability to organize and manage resources and personnel effectively.

- Describe projects that are currently being managed.
- Provide a discussion of directly relevant technical and substantive experience, including a list of prior, similar projects.

## **Cost Proposal**

The quantities in Exhibit 1 are projections and could skew up or down depending on demand, product availability and "In Kind" donations received.

- Additional demand may require the USO to purchase more than listed in the lots/lines.
- Bid on items you can deliver according to scope; you are not required to bid on all items.
- Product Costs
  - Provide cost on individual line items within lots.
  - List cost based on volume.
  - Add alternatives or suggestions, if needed.
- Shipping Costs
  - Provide your shipping options in a separate cost proposal document.
  - Do product costs include shipping?
  - Can you use USO provided shipping options?

#### TERMS AND CONDITIONS

#### Period of Performance

The period of performance for the project is 3 years.

### Other Requirements

### **Coupa Sourcing Management Software**

This RFQ will be hosted using Coupa Sourcing Management Software. The Vendor is required to use Coupa Sourcing for all communication and submissions related to this RFQ. The USO will provide the Vendor with all necessary tools to access the Coupa Sourcing Management Software.

## Furnishing of Equipment/Property

The Vendor shall furnish its own office, equipment, personnel, and technology.

# **Place of Performance**

With the exception of travel and/or specific requirements as outlined in the RFQ that relate to the Scope of Work and/or Task Deliverables the Vendor is required to provide the facilities



necessary to execute the SOW. The Vendor shall choose its staff or acquire the necessary personnel support and provide suitable work facilities.

#### **Hours of Service**

The Vendor shall be available Monday through Friday, between 8:30 am and 5:30 pm (ET). USO has regular observance of federal holidays: New Year's Day; Birthday of Martin Luther King, Jr.; Washington's Birthday; Memorial Day; Juneteenth; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Day after Thanksgiving Day and Christmas Day.

#### Insurance

The Vendor, at its own expense, shall provide and maintain the general liability insurance in support of an awarded contract for the entire duration, including option years, with \$1 million minimum coverage and up to \$3 million or at a level required and relevant to the project requirements. The Vendor assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Vendor's personnel in the performance of the services required under this contract.

## **Non-Disclosure Agreement**

The Vendor shall not release any sensitive, confidential, or proprietary information without prior written approval from the USO. At the time of the contract award, the Vendor may be required to sign a Nondisclosure Agreement (NDA), and at each subsequent option year, if applicable and exercised.

### **Organizational Conflict of Interest**

The Vendor agrees to disclose any conflicts of interest on the part of the Vendor that has the potential to bias or has the appearance of biasing its obligations under this RFQ. Vendor warrants that there is no undisclosed conflict of interest in Vendor's other contracts or agreements or other employment or in the operation of the Vendor's business with the proposed services to be performed under this RFQ.

#### Compliance

Upon the request of employees or other persons with disabilities participating in official business, the Vendor must arrange necessary and reasonable accommodations for the impaired individual(s) per Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).

#### **Quote Evaluation Criteria**

The USO will evaluate proposals in compliance with the Scope of Work and requirements stated in this RFP. An award may be made to the Vendor who proposes the best overall value for the USO as determined by USO in its sole discretion. The USO will consider the evaluation factors indicated below.

The USO reserves the right to reject proposals that are unreasonable low or high in price.



The price will be determined with regard to the fulfillment of the requirements listed in the Scope of Work. In Coupa Sourcing, the Scope of Work response consists of 3 forms: Technical Solution, Corporate Qualifications and Cost Proposal.

| Category                      | Rating  |
|-------------------------------|---|
| Section 1: Technical Solution | Pass – The Vendor has demonstrated that they have the skills, experience, and capability to perform the Scope of Work. Vendors must receive a rating of "pass" on the Technical Capabilities in order to be considered. |
| Section 2: Quote for Services | <b>Best Quote</b> – The quote is the Best Value price received among the Vendors who have demonstrated that they can perform the work.  |

USO will assign a Pass / Fail score

## **Post-Submission Information**

## Withdrawal or Modification of Proposals

A Vendor may modify or withdraw its proposal on or before **June 7, 2023, at 5:00 pm.** This is done through Coupa Sourcing.

## **Late Submissions**

Late proposals, requests for modification, or requests for withdrawal shall not be considered.

## **Best and Final Offers**

Subsequent to receiving the original proposals, USO reserves the right to notify all technically acceptable Vendors within the competitive range and to provide them an opportunity to submit written best and final offers (BAFOs) at the designated date and time. This will be done through Coupa Sourcing "Messaging" tool.

BAFOs shall be subject to the late submissions, late modifications, and late withdrawals of proposals provision of this RFQ. After receipt of a BAFO, no discussions shall be reopened unless the USO determines that it is in the USO's best interest to do so (e.g., that information available at that time is inadequate to reasonably justify Vendor selection and award based on the BAFOs received). If discussions are reopened, the USO shall issue an additional request for BAFOs to all technically acceptable Vendors still within the competitive range.

At its discretion, the USO reserves the right to also invite Vendors who are technically acceptable to make a presentation to the USO on the proposed effort for technical and



management approaches identified in the submission. The USO will notify Vendors who meet the qualifications and provide the date, time, and format for the presentation.

This RFQ does not commit the USO to engage in any business transactions or to enter into any contractual obligations with Vendors.

## **Retention of Proposals**

All proposal documents shall be the property of the USO, retained by the USO, and not returned to Vendors.

### **Notice to Proceed**

Immediately upon receipt of notice of award, the Vendor shall take all necessary steps to prepare for performance of the services required hereunder. The Vendor shall have a maximum of 10 calendar days to complete these steps.

Following receipt from the Vendor of acceptable evidence that the Vendor has obtained all required licenses, permits, and insurance and is otherwise prepared to commence providing the services, the USO shall issue a Notice to Proceed.

On the date established in the Notice to Proceed (this notice will allow a minimum of seven calendar days from the date of the Notice to Proceed unless the Vendor agrees to an earlier date), the Vendor shall start work.

## **Documentation Requirements**

The Vendor may be required to provide documentation to support its legal ability to operate facilities in the United States.

# **Basis of Compensation to the Vendor**

The USO expects to award a variable cost-plus type contract for the SOW and budget that is proposed; negotiated with the USO during the contract award or the Best and Final Offer process; and listed in the agreement executed between the organizations. Any Vendor quality issues that result in the re-drafting of work or increased labor required to meet deliverables during the performance of the contract are the financial responsibility of the Vendor, and rework will be done at the Vendor's expense.

## **Billing and Payment Procedures**

The USO currently utilizes electronic invoicing. Invoices shall be provided to the USO on a monthly basis by submission to "Coupa Supplier Portal". Instructions on accessing the portal will be provided post-award.



# **Debrief – Post-award**

The Vendor(s) not selected may receive a post-award debriefing provided a written request is submitted to procurement@uso.org within three calendar days from the Notice of an Award. At the USO's sole discretion, the debriefing will be provided verbally.

# **Protests/Appeals**

USO is not a government agency and therefore, USO's procurement decisions, including awards and decisions not to award, resulting from requests for procurement, requests for quotes, requests for information, or other procurement processes, are made in USO's sole discretion and are not subject to protest or right of appeal.

| EXHIBIT 1                            |        |      |              |
|--------------------------------------|--------|------|--------------|
|                                      | 0 = 11 |      |              |
| Play Station 5                       | QTY    | Cost | Vendor Notes |
| Console                              | 75     |      |              |
| Wireless Controllers                 | 150    |      |              |
| Games (75 of each title)             |        |      |              |
| Call of Duty Modern Warfare 2        | 75     |      |              |
| Tiny Tina's Wonderlands              | 75     |      |              |
| Madden 23                            | 75     |      |              |
| NBA2K23                              | 75     |      |              |
| FIFA 23                              | 75     |      |              |
| Gran Turismo 7                       | 75     |      |              |
| Takken 7                             | 75     |      |              |
| Mortal Kombat 11                     | 75     |      |              |
| Assassins Creed Valhalla             | 75     |      |              |
| Elden Ring                           | 75     |      |              |
| XBOX Series X                        | QTY    | Cost | Vendor Notes |
| Console                              | 75     |      |              |
| Wireless controllers                 | 150    |      |              |
| Wireless Headsets                    | 150    |      |              |
| Games (75 of each title)             |        |      |              |
| Call of Duty Modern Warfare 2        | 75     |      |              |
| Halo Infinite                        | 75     |      |              |
| Madden 23                            | 75     |      |              |
| NBA2K23                              | 75     |      |              |
| FIFA 23                              | 75     |      |              |
| Forza Horizon 5                      | 75     |      |              |
| Takken 7                             | 75     |      |              |
| Mortal Kombat 11                     | 75     |      |              |
| Assassins Creed Valhalla             | 75     |      |              |
| Elden Ring                           | 75     |      |              |
| Nintendo Switch                      | QTY    | Cost | Vendor Notes |
| Console                              | 195    |      |              |
| Wireless Controllers                 | 150    |      |              |
| Casebot Games Case                   | 20     |      |              |
| FastSnail Charging Dock              | 30     |      |              |
| Games (75 of each title)             |        |      |              |
| Super Smash Brothers Ultimate        | 115    |      |              |
| Mario Kart 8 Deluxe                  | 115    |      |              |
| Pokemon Legends: Arceus              | 115    |      |              |
| Hades                                | 75     |      |              |
| Legend of Zelda: Breath of the Wild  | 115    |      |              |
| Super Mario Odyssey                  | 75     |      |              |
| Super Mario Party                    | 115    |      |              |
| Slay the Spire                       | 75     |      |              |
| Mario Tennis Aces                    | 75     |      |              |
| NBA 2K Playgrounds 2                 | 75     |      |              |
| Electronics                          | QTY    | Cost | Vendor Notes |
| TV 32" 1080P LED                     | 100    |      |              |
| Projector & Screen                   | 120    |      |              |
| Mini Projector with screen 8055      |        |      |              |
| Lumens Full HD 1080P; supported      |        |      |              |
| portable video projector; compatible |        |      |              |
| with HDMI, USB, AV, Laptop,          |        |      |              |
| Smarphone                            |        |      |              |
| XBOX Series S                        | QTY    | Cost | Vendor Notes |
| Console                              | 80     |      |              |
| Gaming Monitor                       | QTY    | Cost | Vendor Notes |
| Viewsonic VX1755                     | 80     |      |              |
| 7.0Joine 7/17/33                     |        | i    |              |

# **EXHIBIT 2**



## **Purchase Order Terms and Conditions:**

Unless otherwise specifically provided by separate written agreement signed by Buyer, these terms and conditions shall govern with respect to the goods (the "Goods") and/or services (the "Services") identified in this offer to purchase ("Purchase Order"). Buyer reserves the right to revoke or withdraw this Purchase Order in whole or in part prior to receipt by Buyer of Seller's written acceptance. By acceptance of this Purchase Order Seller agrees to comply with the terms and conditions contained herein and, subject to the pricing provisions below, to sell (or lease if so noted) Goods and/or Services as described herein for the prices or other consideration indicated. Acceptance of this Purchase Order is expressly limited to the terms and conditions contained herein. No other terms and conditions shall apply, including any terms or conditions contained in any Seller quotation, acknowledgment, response hereto, or other form which is in addition to or different than the terms and conditions contained herein. Any such additional or different terms and conditions are hereby objected to by Buyer. Acceptance by Buyer of any Goods or Services provided hereunder shall not constitute Buyer's acceptance of any additional terms and conditions. This Purchase Order shall be accepted by Seller in any manner permitted by law or upon the first of the following to occur: Seller's making or signing any other form or letter of acknowledgment (except that no additional or different terms and conditions thereon shall apply); any performance by Seller hereunder; ten (10) days after Seller's receipt of this Purchase Order.

- 1. The laws of the District of Columbia shall apply in all disputes arising out of this Purchase Order.
- 2. All shipments are to be made F.O.B. destination, freight prepaid, to receiving point at USO, Arlington, VA, unless otherwise indicated on this form.
- 3. Any Goods shipped in excess of the quantity specified in the Purchase Order, will at Buyer's option, be returned at Seller's expense.
- 4. The prices charged Buyer are to be no higher than prices charged on orders placed by others for similar quantities or similar conditions subsequent to the last general announced price change.
- 5. Buyer is exempt from Federal Sales Taxes, Virginia Sales and Use Taxes. Tax Exempt ID numbers are available upon request. Do not include taxes when submitting invoices. The Seller is responsible for complying with all tax exemption requirements. The Seller is responsible for payment of all tax obligations that arise from the Seller's failure to comply with exemption requirements.



- 6. Buyer may cancel this order, in whole or in part, without liability to Buyer, if deliveries are not made at the time and place and in the quantities or types of Goods or Services specified or in the event of a breach by Seller of any of the other terms or conditions hereof. Buyer may terminate this order in whole or in part at any time for its convenience, by notice to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after the effective date of the termination. Any cancellation or termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller. Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto.
- 7. Risk of loss or damage to Goods shall be on the Seller until such Goods have been delivered to and accepted by Buyer, notwithstanding any other terms contained herein. All Goods will be received by Buyer subject to its right of inspection and rejection. Buyer shall be allowed a reasonable period of time to inspect the Goods and to notify Seller of any non-conformance with the terms and conditions of this Purchase Order. Buyer may reject any Goods which do not conform to the terms and conditions of this Purchase Order. Goods so rejected may be returned to the Seller, or held by the Buyer at Seller's risk and expense.
- 8. The Seller expressly warrants that all Goods supplied hereunder shall be merchantable within the meaning of Section 2-314 (2) of the Uniform Commercial Code in effect on the date of this Purchase Order. In addition to all warranties which may be prescribed by law, the Goods shall conform to any specifications, drawings, and other description furnished by Buyer and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the Goods are not manufactured pursuant to detailed designs furnished by Buyer, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to Buyer, for a period of one year after delivery.
- 9. To the extent the Goods are not manufactured in accordance with Buyer's designs, Seller shall defend, indemnify and hold harmless Buyer, Buyer's assignees, and other users of the Goods from and against any claim of infringement of any Letters Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any Goods purchased hereunder. Buyer shall promptly notify Seller of any such claim.
- 10. In filling this Purchase Order, Seller shall warrant and guarantee to Buyer that the Goods or Services are not in violation of Sections 5 and 12 of the Federal Trade Commission Act, the Fair Packaging and Labeling Act, the Federal Food, Drug, and Cosmetic Act, the Consumer Product Safety Act of 1972, The Federal Insecticide, Fungicide and Rodenticide Act, The Federal Hazards and Substances Act, The Fair Labor Standards Act, The Wool



Products Labeling Act, The Flammable Fabrics Act, and the Occupational Safety and Health Act of 1970.

- 11. Seller shall not assign this Purchase Order or any interest herein including any performance or any amount which may be due or may become due hereunder, without Buyer's prior written consent.
- 12. For good cause and as consideration for executing this Purchase Order, the Seller, through its duly authorized agent, conveys, sells, assigns, and transfers to Buyer all rights, title, and interest in and to all causes of action Seller may now or hereafter acquire under the antitrust laws of the United States and the District of Columbia, relating to the particular Goods or Services purchased or acquired by Buyer.
- 13. Seller represents that they have not provided, attempted to provide, or offered any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind, directly or indirectly to any employee or agent of the Buyer for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of any procurement contract.
- 14. Seller certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Purchase Order, by any governmental department or agency. If seller cannot certify this statement, Seller will submit to Buyer a written explanation for review by Buyer. Seller must notify Buyer's Director of Purchasing within 30 days if debarred by any governmental entity during Purchasing Order period.

## 15. Limited Shelf-Life Material

- 1. Limited shelf-life Goods shall be clearly identified with a shelf-life expiration date.
- 2. Goods with a limited shelf life shall be delivered with a minimum of 75% of available shelf life remaining.
- 3. Limited shelf-life Goods delivered in multiple quantities shall be from the seam batch or lot and have the same expiration date.
- 16. For goods purchased, Seller will invoice when shipped.