



REQUEST FOR PROPOSALS

RFP# V211-24-041

VMI CADET SHIRTS

26 February 2024



Virginia Military Institute
Lexington, Virginia 24450-0304

REQUEST FOR PROPOSALS
RFP # V211-24-041

Issue Date: 26 February 2024
Title: VMI Cadet Shirts
Pre-Proposal Conference Date: 7 March 2024, 10:00 AM
Due Date: 27 March 2024
Commodity Code: 20070 / 20074 / 20085
Issuing Agency: Virginia Military Institute

Period of Contract: One year following **Date of Award** with four (4) optional one-year renewals.

Proposals should be submitted electronically through the eVA procurement portal.

OPTIONAL PRE-PROPOSAL CONFERENCE-** A pre-proposal conference will be held at Virginia Military Institute in the QMD Building, 535 North Main St., Lexington, VA 24450 on **7 March 2024 at 10:00 AM EST. *This conference is mandatory for offerors who have not presented a sample for review, and optional for all others. Offeror should arrive in time to be present at the pre-proposal conference at 10:00 AM EST. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Claims as a result of failure to inspect the job site will not be considered by the Institute.

All Inquiries For Information Should Be Directed To: LTC Lynn Carmack, VMI Procurement Services at carmacklw@vmi.edu. **Use of the Understanding of Requirements Form, Attachment D, must be used. No phone calls will be accepted; no emails will be answered. Answers will be posted in the form of an addendum.**

In Compliance With This Request For Proposals 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 Negotiation.

Name And Address Of Firm: _____ Date: _____

By: _____

Name: _____ (Signature In Ink)

Title: _____ (Please Print)

Zip Code: _____

EVA Vendor ID or DUNS number _____ Phone: (____) _____
E-mail: _____ Fax: (____) _____

Minority Vendor: _____ Woman owned: _____ Small Business _____ CERTIFICATION #: _____

*NOTE: If you are an individual with a disability and need reasonable accommodations, please contact LTC Lynn Carmack (540) 464-7223, no later than 4:00 PM EST, 4 March 2024.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

REQUEST FOR PROPOSAL (RFP)
RFP # V211-24-041

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I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to establish a term contract with one or more vendor(s) to provide Cadet Shirts to Virginia Military Institute, hereinafter referred to as VMI, an agency of the Commonwealth of Virginia. The successful offeror(s) will be responsible for providing short sleeve white uniform shirts and long sleeve black uniform shirts that follow the general pattern of the current 2024 Army Service Uniform (ASU) shirt, to include VMI-specific modifications, for both male and female cadets.

Initial contract shall be for one (1) year with an option to renew annually for four (4) additional one-year periods.

II. SMALL, WOMAN-OWNED AND MINORITY (SWaM) PARTICIPATION

It is the policy of the Commonwealth of Virginia and Virginia Military Institute to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. To that end, VMI is fully committed to achieving the standards set forth in the Governor's Executive Order and expects its partners to support a goal of no less than 42% spend with SWaM certified vendors. Preference will be given during evaluation to those business entities that are current SWaM certified. Information regarding certification can be obtained at www.SBSD.virginia.gov.

III. VASCUPP EXPANDED COOPERATIVE LANGUAGE:

CONTRACT PARTICIPATION: Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, 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 lead-issuing institution'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(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any such institutions 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(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the need may be.

IV. BACKGROUND:

Founded in 1839, Virginia Military Institute is a four-year undergraduate college awarding B.A. and B.S. degrees. VMI is the nation's first state-supported military college and from the beginning, the VMI experience has instilled the character traits of service to community and to others in its cadets. Cadets live within a military framework; they wear the cadet uniform at the Institute; live in a barracks; and regularly take part in parades and drills. **It is, therefore, imperative that the continuing supply of articles of uniform be equal or superior in quality to those used heretofore at VMI.** Current enrollment is approximately 1700 cadets from 45 states and 7 countries.

- V. **STATEMENT OF NEEDS:** The Contractor(s) shall have the capability of providing tailored male and female Cadet Shirts that follow the general pattern of the ASU shirt, according to the specifications provided. Quality and workmanship shall be defined by control samples of each item submitted by the Contractor. Male and Female Shirt Sizes and Measurements are provided on Attachment F (last page of the RFP).

CONTRACTORS selected for proposal interviews as a result of this solicitation are expected to bring samples or prototypes of the product to be offered in accordance with specifications found herein.

1. SAMPLES

- a. **CONTROL SAMPLES:** Two control samples for each shirt, female and male when applicable, shall be approved by VMI prior to the commencement of production of said item. After VMI approves the sample, VMI will maintain one copy of the approved sample and the contractor will maintain the other approved sample for reference. Any control sample not meeting specifications or an appropriate level of workmanship shall be returned to the contractor for modifications. The contractor shall resubmit the control sample within 21 calendar days after receiving the returned uniform item. Any proposed variance in specifications must be approved in advance by VMI. Control samples must be made at the same location as the production location. If a change in production location occurs, a new control sample(s) shall be submitted to VMI for review and approval prior to commencement of production. Vendors who have approved shirt samples on file at VMI within the past 12 months do not need to submit additional samples.
- b. **SAMPLE LABELING:** Each control sample shall be identified with a permanent identification tag. This tag should include the garment type, garment size(s) and date of completion. For returned control samples, the date should reflect the modification date.
- c. **SAMPLE SIZES:** Sample size for the female short sleeve shirt is size 36, and for male cadets is size 16.5. Sample size for the female long sleeve shirt size is 36 x 32 and long sleeve male is 16.5 x 36. Sample shirt sizes and measurements are provided on Attachment F, blue highlighted columns.

VI. SPECIFICATIONS

SPECIFICATIONS FOR VMI MALE CADET WHITE SHORT SLEEVE SHIRT

FABRIC:

Content:

65% Polyester / 35% Cotton and/or
65% Polyester / 35% Cotton (M–Stretch-Stainsmart)

Weight:

5.0 oz. / square yard

Mil-Spec

GL PD08-01

Color:

White Herringbone

STYLE:

Dress style, plain reverse front, full cut tapered fit, open sport collar, short sleeves and full-dress shirttail with continuous hem (folded with turn-under, not just serged). Two plain breast pockets with topstitched mitered flaps. Shoulder board sleeves that accommodate. Double yoke with matching inside yoke of Dacron/Cotton Poplin. All stitches shall be of proper tension so as to avoid puckering after laundering and/or dry cleaning. All fabric material shall be of first quality, pre-shrunk and color fast. Work wear industrial style shirt construction is unacceptable and shall be cause for rejection.

COLLAR:

Open, one-piece Sport Style. Collar points shall measure approximately 3" long with ultrasonically fused-in Mylar stays. Stays to be 2-3/4" long, 3/8" minimum width. Collar to have woven fusible interlining and to be topstitched 1/4" off the edge. Collar shall have no neck button or button hole.

FRONT:

To be made with a Sport shirt front with each front having turn back facings approximately 3" in width. The shirt will have 6 buttons and buttonholes on the front; spacing between each will be 3-1/2", there is no button or buttonhole at the neck. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable.

YOKE:

Shoulder: Shall have a double life yoke for support of epaulet at the shoulder to support the VMI cloth epaulet. Epaulet should be inserted between the sleeve and the shoulder. Epaulet should be sewn into the seam allowance – Single needle and surged. Button should be 1" from the edge of the collar and 3/8" from the shoulder seam.

POCKETS:

Two plain breast patch pockets with mitered corners. Pocket to measure 5" wide, 5-7/8" deep and set to shirt front with 1/16" stitch. Each pocket shall have a button centered on the pocket to align with the buttonhole in the flap.

FLAPS:

Two piece mitered design to measure 5-1/4" across and 2-3/8" in depth at center, 1-3/4" at sides. Secured to shirtfront 3/8" above pocket. Flaps to be 1/4" topstitched. Flaps to have woven interlining of #250 Dacron. Creased and edge stitched pocket flap construction unacceptable. Each flap shall have a buttonhole centered on the flap to align with sewn button on pocket.

SLEEVES:

Half Sleeves: Shall have a hem 1" wide with 1/4" turn-under to prevent raveling and be one piece as specified. Sleeves shall be straight and whole having 1" hem and finishing 6 1/2" long measuring from underarm seam to bottom of sleeve for a Large (16-1/2) Male Shirt and graded accordingly.

LABELS:

Each shirt shall have a permanent care and manufacturer label stamped in indelible ink or sewn in on the inside left tail of the shirt. The neck size and applicable sleeve length shall be listed on an embroidered label or stamped on the inside of the collar.

BUTTONS:

First grade 19-ligne pearlescent.

Replacement buttons not to be sewn on shirttail.

Upon ordering, replacement buttons are to be supplied in bulk, 2 buttons per shirt on order.

SEWING:

Collar and pocket flaps to be topstitched 1/4" off the edge. Sleeve inserting and side close felling seams are to be safety stitched.

THREAD:

All sewing threads to be color fast polyester wrap to match.

No monofilament.

INTERLINING:

Collar interlined with fusible and pocket flaps to be interlined with #250 Dacron.

MILITARY CREASES:

There shall be five sharp Lintrak® military creases on all shirts. One crease on each front to be centered vertically. Front creases shall be through pockets and flaps. Spacing for three military creases across shirt back to be proportionate to the size of the shirt.

CONSTRUCTION:

Collar and pocket flaps are made with conventional construction. Top ply, bottom ply and interlining are first stitched together, then turned right side out and finally topstitched

STOCK SIZES:

Shirts must be available in the following sizes:

Sizes: Small thru 4XL

Package 4 Shirts per box shipped.

**SPECIFICATIONS FOR VMI FEMALE CADET
WHITE SHORT SLEEVE SHIRT**

Female Shirt duplicates male except in pattern, collar, points, closure and fit.
See below:

COLLAR:

Open, one-piece Sport Style. Collar points shall measure approximately 2-7/8" long with ultrasonically fused-in Mylar stays. Stays to be 2-1/2" long, 3/8" minimum width. Collar to have woven fusible interlining and to be topstitched 1/4" off the edge. Collar shall have no neck button or buttonhole.

FRONT:

To be made with a Sport shirt front with each front having turn back facings approximately 3" in width. The shirt will have 5 buttons and buttonholes on the front; spacing between each will be 3-1/2", there is no button or buttonhole at the neck. The fronts shall be joined to the yoke so that both raw edges of the yoke are turned under, with the front sandwiched between, and then all three are stitched down with a 1/16" raised stitch. Safety stitch joining unacceptable.

SLEEVES:

Half Sleeves: Shall have a hem approximately 1" wide with 1/4" turn-under to prevent raveling and be one piece as specified. Sleeves shall be straight and whole having 1" hem and finishing 5 1/4" long measuring from underarm seam to bottom of sleeve for a Size 36 Female Shirt and graded accordingly.

STOCK SIZES:

Shirts must be available in the following sizes:

Bust sizes: 28-52

Package 4 Shirts per box shipped.

SPECIFICATIONS FOR VMI CADET BLACK LONG SLEEVE SHIRT

GENERAL:

Long Sleeve shirts shall be form fitting, full tail with continuous hem (folded w/turn-under not just serged) and double yoke. All stitches shall be of proper tension so as to avoid puckering after laundering and/or dry cleaning. All fabric material shall be of first quality, pre-shrunk and color fast.

SIZES:

Shall be standard commercial men/women's sizes, except they shall be available in tapered cut. Neck sizes for men shall be exact as specified ranging from 14" thru 22 ½" with sleeve lengths ranging from 30" to 40+" as specified $\pm 1/2$ ". Female size ranges are 30" to 44" chest with sleeves from 29" to 34" as specified $\pm 1/2$ ". Body lengths are to be adjusted accordingly. Shirt length shall be approximately 32" for men's neck size 14". (Exact size schedules enclosed.) **Men's sizes shall be cut on male pattern and women's sizes shall be cut on female pattern.**

LABELS:

Each shirt shall have a permanent care and manufacturer label stamped in indelible ink or sewn in on the tail of the shirt. The neck size and applicable sleeve length shall be listed on an embroidered label or stamped on the inside of the collar.

BUTTONS:

All buttons shall be made from thermosetting polyester material and shall match the fabric color and be a four-hole button. Button stitches shall be locked. Replacement buttons are not to be sewn on the shirttail. Replacement buttons are to be supplied in bulk, upon request.

POCKETS:

There shall be two breast pockets on each shirt. Pockets shall be approximately 5-½" wide by 6" deep and located proportional to the size of the shirt. Pockets **shall** be plain front.

Shirts, Long Sleeve, Army Type, West Point Cut:

1. Fabric: 65% Dacron Polyester/35% Rayon, $\pm 5\%$, deluxe tropical weave, all weather, as follows:
 - a. Weight 6.6 ounces per square yard.
 - b. 49 warp x 36 filling threads per square inch. Thread size 10/1 singles.
 - c. Tensile: Break strength 105 lbs warp, 90 lbs. Filling.
 - d. Tear strength: 9.7 lbs. warp, 8.5 lbs filling.
 - e. Pilling: minimum 4.9 rating.

Or approved equivalent which would be subject to passing all tests.

2. Color: Black, PMS 433.
3. Collar: Dress style for long sleeve shirts: Collar shall be die cut. The back of the stand shall

measure 1- 3/8" (\pm 1/8"). Collar points, medium spread, 3" in length. The interlining shall be first line commercial quality and stitched. Permanent collar stays of proper length shall be sewn into collar such that no stitches are made through bottom leaf. There shall be a tie space of 3/4" when the collar is buttoned.

4. Long Sleeves: Shall be cut straight and whole with a sleeve vent from the top of cuff. Sleeves shall have a vent with a top facing of 1-1/8" wide finished at the top with a neat block point. Sleeves shall have an approximate 5" sleeve vent and fasten with a two-button adjustable cuff.
5. Front: Plain front shall have a facing approximately 1-5/8" in width, and extending from neckline to bottom of shirt provided by a turn under of the material. The left front shall have seven (7) buttonholes 3/4" from edge and 3" to 3-3/4" apart. The right front shall have a similar turn under facing. **Female shirts to button opposite from male shirts.**
6. Pocket Flaps: shall be mitered. Flap shall finish along the width of pocket and 2-3/8" deep at center. Flaps shall be stitched in front of shirt 1/4" above top pockets. Button shall align with buttonhole in center of pocket flap. Flap closure shall be of Velcro placed on both edges of pocket. Pockets shall be mitered.
7. Collar Stays: Stays shall be of first quality, staler vinyl and of proper length.
8. Yoke: Shirt shall have a lining in yoke and collar band made of cotton blend, color to match shirt. No MFG tags in this area.
9. Cuffs: Barrel type cuff shall measure a finished minimum of 2-3/4" wide, top stitched 1/4" around edge of cuff with rounded corners. Buttons shall correspond with buttonholes on each cuff. The 2 buttons shall be evenly spaced to prevent puckering when fastened. Cuffs shall be die cut for uniform fit and shall be attached to sleeves by double stitching 1/4" apart visible on outside of cuff.
10. Creasing: **Shall** be silicone type, two in front and three in the back, Military Crease style. Front creases shall go through pocket and pocket flap, so that crease is continuous.
11. Packaging: 2 Shirts per box.

VII. EVALUATION AND AWARD:

Each proposals will be evaluated for full compliance with the RFP requirements and the mandatory terms and conditions set forth within this RFP document. The objective of the Evaluation Committee will be to select the contractor that is most responsive to the herein described needs of Virginia Military Institute.

EVALUATION CRITERIA AND SCORING:

POSSIBLE POINTS

Qualifications and Experience / References	20
Approach and Methodology	20
Capabilities, Skills, Quality – based on submitted samples	20
Small, Woman, and Minority (SWaM) Utilization	20
Price	20

TOTAL 100

VIII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. GENERAL INSTRUCTIONS:

To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the Virginia Military Institute Procurement Services and the Buyer of Record for the duration of this Proposal process. Only questions submitted on the Understanding of Requirements Form (attachment D) will be addressed in the form of an addendum.

1. RFP Response

In order to be considered, Offerors must submit a complete response to this RFP. Virginia Military Institute is accepting electronic proposals that should be uploaded through the eVA procurement portal. The eVA solicitation includes a response link that will allow responders to upload their proposals. Any problems with using the eVA system should be addressed to eVA Customer Care using the Supplier Assistance Request Form link found here: <https://eva.virginia.gov/get-help-customer-care.html>

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 considered non-responsive, and therefore, rejected.

b. Proposals should be prepared simply and economically, providing a

straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis shall be placed on completeness and clarity of content. Failure to submit all information requested may result in the Institute requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Institute. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

c. The proposal should be combined into a single document before uploading.

d. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an offeror to satisfy a “must” or “shall” requirement does not automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offeror’ proposal.

e. All proposals shall be received in eVA before the solicitation closing time, which serves as the official date and time. The eVA system does not allow for uploading late proposals, and they will not be accepted by email.

f. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protection of Section 2.2-4342F 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 materials

g. 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 information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will 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 the Institute. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. The Issuing State agency will schedule to time and location of these presentations. Oral presentations are an option of the Institute and may or may not be conducted.

Offerors should ensure that written proposals are complete.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Institute may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as complete proposal:

1. Return RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Plan and methodology for providing the goods/services as described in this Request for Proposal .
3. A written narrative statement to include, but not limited to the expertise, qualifications, and experience of the firm and resumes of specific personnel to be assigned to perform the work.
4. Offeror Data Sheet, included as Attachment A to this RFP.
5. Conflict of Interest Statement, included as Attachment B to this RFP.
6. Small Business Subcontracting Plan, included as Attachment E to this RFP.
7. Price Proposal Attachment E.

FAILURE TO PROVIDE ACCURATE AND COMPLETE INFORMATION MAY BE CAUSE FOR PROPOSAL REJECTION

AWARD OF CONTRACT. Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in this Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offers so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Virginia Military Institute may cancel this Request for Proposals or reject proposals at any time prior to award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Virginia Military Institute determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

The award document will be a contract incorporating by reference all of the requirements, terms and conditions of this solicitation and the successful offeror's proposal as negotiated.

Virginia Military Institute reserves the right to award to more than one vendor as a result of this solicitation.

GENERAL TERMS AND CONDITIONS

- A. **PURCHASING MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. The manual may be accessed electronically at <https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf>.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. VMI and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*). ADR procedures are described in Chapter 9 of the Commonwealth of Virginia Vendor's Manual. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify 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 § 2.2-4311 of the Virginia Public Procurement Act (VPPA). 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. (*Code of Virginia, § 2.2-4343.1E*).

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.
 - d. If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract
for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
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 sub-contractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or sub-contractor in connection with their (bid/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.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

Failure to submit a proposal on the official state 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, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Sub-contractors:**

- a. Within seven (7) days of the Contractor's receipt of payment from the Commonwealth, a Contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the sub-contractor(s) for the proportionate share of the payment received for work performed by the sub-contractor(s) under the contract; or
 - (2) To notify VMI and the sub-contractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

- b. The Contractor is obligated to pay the sub-contractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a sub-contractor may not be construed to be an obligation of the Commonwealth.
 3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from sub-contractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages Contractors and sub-contractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *COMMONWEALTH OF VIRGINIA PURCHASING MANUAL for INSTITUTIONS OF HIGHER EDUCATION and THEIR VENDORS, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth 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 the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth 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.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. VMI may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the 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.

3. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify VMI of the adjustment to be sought, and before proceeding to comply with the notice, shall await VMI's written decision affirming, modifying, or revoking the prior written notice. If VMI decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency 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 VMI's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the 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. The Contractor shall present VMI with all vouchers and records of expenses incurred and savings realized. VMI shall have the right to audit the records of the 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 VMI within thirty (30) days from the date of receipt of the written order from VMI. 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 *Vendors Manual*. 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 VMI or with the performance of the contract generally.
- P. **ADDITIONAL GOODS AND SERVICES:** VMI may acquire other goods or services that the supplier provides than those specifically solicited. VMI reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to VMI at favored nations pricing, terms, and conditions.
- Q. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- R. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the Contractor shall be responsible for the

payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the Contractor from offering a tax-included price.

- S. **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 equivalent 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 the Commonwealth 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 equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- T. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- U. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any sub-contractors are involved, the sub-contractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any sub-contractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000
aggregate Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000
aggregate Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance	

Organizations.)

Code of Virginia § 8.01-

581.15 <https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

V. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, VMI will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

W. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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

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

X. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- Y. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site 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 e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Z. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that VMI shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- AA. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women- owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- CC. **CIVILITY IN STATE WORKPLACES:** The Contractor shall take all reasonable steps to ensure that no

individual, while performing work on behalf of the Contractor or any sub-contractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The Contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in VMI training on civility in the State workplace if Contractor's (and any sub-contractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the Contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing VMI, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the Contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

*****END GENERAL TERMS AND CONDITIONS*****

SPECIAL TERMS AND CONDITIONS

- A. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- B. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Virginia Military Institute will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that Virginia Military Institute has purchased or uses any of its products or services, and the contractor shall not include Virginia Military Institute in any client list in advertising and promotional materials.
- C. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- D. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with 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, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
- E. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 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.
- F. **FUTURE GOODS:** VMI reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, sub-systems, or related services that are newly introduced during the term of this agreement. Such additional goods and services will be provided to VMI at favored nations pricing, terms and conditions.
- G. **LATE PROPOSALS:** To be considered for selection, proposals must be received by Procurement Services prior to the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in Procurement Services. Proposals received in Procurement Services after the date and hour designated are automatically disqualified and **will not be considered**. The Institute is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the internal Institute mail system. **It is the sole responsibility of the Offeror to ensure that its proposal reaches Procurement Services by the designated date and hour.**
- H. **METHOD OF PAYMENT:** Virginia Military Institute will authorize payment to the contractor after receiving satisfactory service and receipt of the contractor's correct invoice for services rendered.

Invoice documents shall include the contract number and purchase order number. Invoices must correspond with contract prices. Unless specified otherwise in a purchase order change form or a contract modification agreement, invoices shall be sent to the following address:

The preferred method of Invoice delivery is electronically to pavables@vmi.edu.

- I. **OFFEROR UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each Offeror to inquire about and clarify any requirements of this solicitation that are not understood. The Institute will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all

inquires deemed to be substantive in nature must be in writing and submitted to the responsible buyer in Procurement Services. Offerors must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of proposals. A copy of all inquiries and the respective response will be provided in the form of an addendum to all Offerors who have indicated an interest in responding to this solicitation. These questions may be sent by FAX to 540-464-7669 using Attachment A, the Understanding of Requirements form.

- J. **OFFER ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days, the offer may be withdrawn at the written request of the Offeror. If the offer is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- K. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: CPI. No price increases will be authorized except at the time of contract renewal periods and require not less than 30 days advance notice and must be approved by Procurement Services. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to Procurement Services. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

Procurement Services will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to Procurement Services.

- L. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

ATTACHMENT A

The following information is required as part of your response to this solicitation. Failure to complete and submit this form may result in disqualification of your bid as non-responsive.

QUALIFICATIONS: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

VENDOR'S PRIMARY CONTACT:

Name: _____ Phone: _____

Email: _____

Length of Time in this Business: YEARS: _____ MONTHS: _____

REFERENCES: Indicate below a listing of at least three (3) current or recent accounts, either commercial, industrial or governmental, that your company is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address and telephone number of the point of contact.

COMPANY: _____ CONTACT NAME: _____

PHONE: _____ EMAIL: _____

FAX: _____

PROJECT: _____

DATE(S) OF SERVICE: _____ VALUE: \$ _____

COMPANY: _____ CONTACT NAME: _____

PHONE: _____ EMAIL: _____

FAX: _____

PROJECT: _____

DATE(S) OF SERVICE: _____ VALUE: \$ _____

COMPANY: _____ CONTACT NAME: _____

PHONE: _____ EMAIL: _____

FAX: _____

PROJECT: _____

DATE(S) OF SERVICE: _____ VALUE: \$ _____

ATTACHMENT B

CONFLICT OF INTEREST STATEMENT

The following information is required as part of your response to this solicitation. Failure to complete and submit this form may result in disqualification of your bid as non-responsive.

NAME: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

FEDERAL ID NUMBER (FIN): _____

THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE)

- | | |
|--|--|
| <input type="checkbox"/> SMALL BUSINESS | <input type="checkbox"/> INDIVIDUAL BUSINESS |
| <input type="checkbox"/> WOMAN-OWNED BUSINESS | <input type="checkbox"/> SOLE PROPRIETORSHIP |
| <input type="checkbox"/> MINORITY-OWNED BUSINESS | <input type="checkbox"/> PARTNERSHIP |
| <input type="checkbox"/> SHELTERED WORKSHOP | <input type="checkbox"/> CORPORATION |

RELATIONSHIP WITH VIRGINIA MILITARY INSTITUTE:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1-639.24? () YES () NO

IF YES, EXPLAIN:

SIGNATURE OF OFFEROR

DATE

Please tell us how you received this solicitation:

- It was mailed to you directly.
- You requested a copy through the Virginia Business Opportunities.
- You obtained a copy from the Virginia Department of Minority Business Enterprise.
- Other (please specify) _____.

**ATTACHMENT C
SAMPLE CONTRACT**

VIRGINIA MILITARY INSTITUTE

Lexington, Virginia 24450

PROCUREMENT SERVICES

Phone 540-464-7323

Fax 540-464-7669

314 Smith Hall

COMMONWEALTH OF VIRGINIA

STANDARD CONTRACT

Contract Number: _____

This contract entered into this _____ day of _____ 2024 between _____
_____ SSN/FIN: _____, hereinafter known as the "Contractor"
and the Commonwealth of Virginia, Virginia Military Institute, hereinafter known as "VMI."

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall _____.

PERIOD OF PERFORMANCE: _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid \$ _____
(_____ 00/100 Dollars). In accordance with the
Commonwealth of Virginia's *Prompt Payment Act* terms are Net 30 days from receipt of invoice.

CONTRACT DOCUMENTS: The contract documents shall consist of:

- (1) This signed form
- (2) The Contractor's Proposal/Bid and any modifications, if applicable.
- (3) The General Terms and Conditions
- (4) Special Terms and Conditions as required

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

PURCHASING AGENCY:

By: _____

By: LTC Lynn W. Carmack, CUPO, CPSM,
CPPO, CPPB, VCCO

For: _____

For: Virginia Military Institute



UNDERSTANDING OF REQUIREMENTS

RFP #V211-24-041
CADET SHIRTS

Virginia Military Institute

Procurement Services

OFFEROR: _____

Date: _____

The following question concerns specifications, Section (number) _____

Paragraph _____, page _____.

All responses to questions will be made by Addendum.

Questions Submitted by: _____

NAME

FIRM

PHONE

EMAIL

This form may be sent by E-Mail to Lynn Carmack carmacklw@vmi.edu.

ATTACHMENT E

Small Business Subcontracting Plan

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

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 for proposals. This shall also include DSBSD-certified women- and minority-owned businesses 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.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder'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 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 percentages may result in breach of the contract.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)

ATTACHMENT F

PRICING SCHEDULE: The offeror shall furnish VMI Cadet Shirts as specified in this Request for Proposals. Prices will vary based on the total stock quantity ordered during the period from 1 JULY – 30 JUNE of each year. Multiple orders may be issued for each item during this period.

Item	Quantity	Price Each	Quantity	Price Each	Quantity	Price Each	Special Makes w/Quick Delivery	Price Each
White Short Sleeve Shirt: Male Cadet	1-200		201-350		351 +			
White Short Sleeve Shirt: Female Cadet	1-200		201-350		351 +			
Black Long Sleeve Shirt: Male Cadet	1-200		201-350		351 +			
Black Long Sleeve Shirt: Female Cadet	1-200		201-350		351 +			