

# **Tailored Cadet Uniforms for: Virginia Military Institute**

Request for Proposal Number:  
**V211-19-031**

**ORIGINAL PLUS SIX (6) COPIES**

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## **Submitted by:**

### **Fechheimer Brothers Company**

4545 Malsbary Road

Cincinnati, OH 45242

Business Type: Uniform Manufacturer and Distributor

Submitted: October 23, 2018

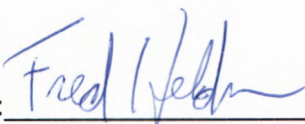
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Signature: \_\_\_\_\_





## **REQUEST FOR PROPOSALS**

**RFP# V211-19-031**

**VMI CADET SHIRTS**

**23 September 2018**

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VIRGINIA ASSOCIATION  
OF STATE COLLEGE &  
UNIVERSITY PURCHASING  
PROFESSIONALS

**VASCUPP**

Virginia Military Institute  
Lexington, Virginia 24450-0304

**REQUEST FOR PROPOSALS**  
**RFP # V211-19-031**

Issue Date: 23 September 2018  
Title: VMI Cadet Shirts  
Pre-Proposal Conference Date: 2 October 2018 at 10:00 AM EST  
Due Date: 23 October 2018 at 2:00 PM EST  
Commodity Code: 20000 / 20070 / 20085  
Issuing Agency: Virginia Military Institute  
Procurement Services  
314 Smith Hall  
Lexington, VA 24450

Period of Contract: **Date of Award** through **30 June 2019** (Annually renewable after the first two years through 30 June 2023)

If Proposals are mailed: send directly to the Issuing Agency shown above. If Proposals are hand delivered, deliver to the Virginia Military Institute, Procurement Services, 314 Smith Hall, Lexington, VA 24450. **NO LATE SUBMISSIONS WILL BE ACCEPTED.**

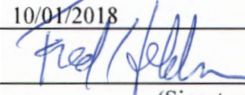
**IDENTIFICATION OF BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and identified as instructed in Section IX, paragraph H. The envelope should be addressed as directed in the heading of this Page of the solicitation. No other correspondence or other Proposals should be placed in the envelope.

**OPTIONAL PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held at Virginia Military Institute in the QMD Building, Lexington, VA 24450 on **2 October 2018** 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: MAJ Lynn Carmack, VMI Procurement Services at [carmacklw@vmi.edu](mailto: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: <u>10/01/2018</u>
<u>Fechheimer Brothers</u>	By: <u></u>
_____	(Signature In Ink)
<u>4545 Malsbary Rd</u>	Name: <u>Fred Heldman</u>
_____	(Please Print)
<u>Cincinnati, OH</u> Zip Code: <u>45242</u>	Title: <u>Senior Vice President</u>
EVA Vendor ID or DUNS number <u>004232179</u>	Phone: <u>( 800 )793-5400 ext 1639</u>
E-mail: <u>fheldman@fechheimer.com</u>	Fax: <u>( 888 )793-5400</u>
Minority Vendor: _____ Woman owned: _____ Small Business: _____	CERTIFICATION #: _____

\*NOTE: If you are an individual with a disability and need reasonable accommodations, please contact MAJ Lynn Carmack (540) 464-7223, no later than 4:00 PM EST, 27 September 2018.

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, or any other basis prohibited by state law relating to discrimination in employment.

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## Introduction

Fechheimer is pleased to present our proposal for furnishing the Virginia Military Institute uniform program. Our proposal is inclusive of the tailored uniform items and service requirements as described in RFP# V211-19-031.

Fechheimer uniform items developed for our military and military school programs are the best quality the industry has to offer. Our component materials used in the construction of the Flying Cross brand uniforms are of the highest quality available. Fechheimer has invested considerable resources into pattern development. Excellent patterns result in sharp, well-fitting uniforms and low alteration costs for Virginia Military Institute (VMI).

## Section B2 Contract Performance Plan

Following is an outline of the anticipated course of action that will be taken in order to execute this program in the most effective and efficient way possible.

### *Phase I – Post Award*

- 1) Meet with VMI personnel to discuss program particulars, the program performance plan, and review samples
- 2) Implement product revisions (if required)
- 3) Update product specifications (if required)
- 4) Allocate production resources
- 5) Initiate raw material orders
- 6) Receive and inspect raw materials, supply materials
- 7) Commence production of orders

### *Phase II – Pre-Delivery*

- 1) Finalize schedule
- 2) Report to VMI personnel as to progress of orders

### *Phase III – Delivery*

- 1) Ship initial product orders to VMI for delivery by date required
- 2) Process, produce, and/or ship fill-in orders per delivery requirement

### *Phase IV – Post Delivery*

- 1) Meet with VMI personnel to review program performance
- 2) Implement corrective action according to performance review (if required)
- 3) Revise plan of operations (if required)

## Section B3 Fechheimer History, Experience, and Services

Fechheimer just celebrated 175 years in the uniform business. The company was founded by Jacob Fechheimer and was originally formed as a haberdashery in Cincinnati, OH. In 1986, Berkshire Hathaway Corporation purchased controlling interest in Fechheimer. Today the Flying Cross Label is recognized worldwide as a symbol of exceptional quality, true value and impeccable service in uniforms. We are a leading manufacturer in the military uniform market, specializing in Navy and Marine Corps Tailored Dress Uniforms.

As a point of interest, we produce 100 percent of all tailored officer uniforms worldwide for the Marine Corps Exchange System. We are a major producer of Navy uniforms for the Navy Exchange System. Our company stocks over 45 uniform styles to support the United States Armed Services and has committed millions of dollars in inventory to support these programs. We are a full service provider with sales and vendor service professionals positioned worldwide.



With regard to the academic institutional market, again we are a proven industry leader. The following is a partial customer list in this market.

- *The United States Air Force Academy (USAFA)*
- *The United States Coast Guard Academy (USCGA)*
- *The United States Merchant Marine Academy (USMMA)*
- *The United States Naval Academy (USNA)*
- *The Citadel*
- *Massachusetts Maritime Academy*
- *Marion Military Institute*
- *Norwich University*
- *State University of New York (SUNY) Maritime College*
- *Texas A&M*

Contact names and numbers are listed in Attachment D and are available as references. Others can be furnished upon request.

It should also be noted that Fechheimer is handling large-scale programs for our nation's service academies, with 90 percent market share of the USNA, 60% market share of USAFA. We are extremely confident that Fechheimer can manufacture and service all items identified on this contract. We own multiple manufacturing facilities and have long-standing relationships with certified contractors, who are capable of making all VMI garments.

## **Staff Experience and Qualifications**

Fechheimer Brothers Company has substantial human resources to utilize for the daily operations. These include customer service representatives, buyers, quality control specialists, systems engineers, designers, tailors, fitters, sales professionals and management executives.

There are several key individuals needed to facilitate the performance of the program. Those individuals include the Director of Military Sales, Production Coordinator, Designer and Military Customer Service Representative. A description of their experience and backgrounds are as follows:

### *James C. Kelly*

#### *Director, Military Sales*

Mr. Kelly has worked with Fechheimer Brothers Company for the past 18 years and has 28 years experience in the apparel industry. Altogether, 28 years have been focused on the military and military academic sectors. Mr. Kelly was educated at Philadelphia College of Textiles and Science and received degrees in Apparel Management and Textile Science. He has handled the Virginia Military Institute uniform contract in the past and is completely familiar with every aspect of the contract.

### *Mark Billotte*

#### *Designer*

Mr. Billotte has worked with Fechheimer Brothers Company for the past 7 years. He has 35 years experience in the tailored clothing design and manufacturing business. Mark is an accredited member of IACDE, International Association of Clothing Designers and Executives.

*Bethany Prichard*

*Military Customer Service Representative*

Mrs. Prichard has been with Fechheimer Brothers Company for the past 2.5 years. Bethany has developed outstanding relationships with our military customers and will be able to assist you with any customer service related requirements. Providing excellent personal attention to every customer on a daily basis is our goal.

*Jason Johnson*

*Military Specials Planner*

Mr. Johnson joined the team in April 2018. He served in the Navy as a Nuclear Machinist Mate. He has a B.S. in Statistics from the University of Cincinnati. Jason is passionate about serving the Men and Women of our Armed Services. His goal is to ensure that your expectations are exceeded.

*Andy English*

*Quality Control Manager*

Mr. English joined Fechheimer Brothers Company in February 2018, with 30 years' experience in apparel manufacturing, including tailored clothing, dress slacks and shirts, casual pants and shirts, jeans-wear and custom knitwear. Andy has held director level positions in engineering, manufacturing and distribution before joining the company.

## **Training & Development**

Fechheimer Brothers Company is dedicated to providing proper training and development for our people. It is not uncommon to find employees who have been with the company for decades. The reason for this is partly because we make an investment in our people. We encourage and support them in continuing education, specialized training, which help further develop their skills to enhance their lives.

## **Production Techniques, Product Quality and Quality Control**

Fechheimer Brothers Company takes quality seriously. We allocate substantial human and financial resources to assure that we are producing quality products. Our achievement of receiving the ISO 9001 quality certification is a testament to our ongoing commitment to providing quality goods and services. We invite you to review our quality control program, which is detailed in a 50-page manual. To summarize, our quality control program is a comprehensive program based on the following components:

*Fabric Quality Control*

Each lot of fabric is inspected to ensure it meets the shade standards. This ensures every garment made from the fabrics throughout the years match.

*Cutting Department Quality Control*

*In-Process Quality Control*

Our Director of Quality Control, Andy English, personally visits each plant and subcontractor on a regular basis to inspect products as they go through the lines of production. He also inspects the facilities to make sure they are following our company procedures outlined in our quality control manual.

*Final Statistical Audit*

XX% of our garments are audited on site before they ship to our distribution centers.

*Distribution Center Audit*

In addition to the final statistical audit, we inspect the garments once they arrive at our distribution centers to ensure the garments meet our customers' specifications.



## Manufacturing Plant Description

Fechheimer owns three factories and utilizes multiple contract facilities for the production of shirts, coats, trousers, skirts, and outerwear. Regarding factories not owned by Fechheimer Brothers Company, our company places substantial business with these companies and has control over quality and production schedules. Virginia Military Institute is welcome to visit any of our facilities. All of these facilities have been thoroughly vetted before producing military garments for Fechheimer.

<u>Company</u>	<u>Location</u>	<u>Products Produced</u>
Fechheimer Brothers Company	Cincinnati, OH	Alteration, Distribution
Fechheimer Brothers Company	Grantsville, MD	Shirts, Distribution
Picacho SA de CV	El Salvador	Shirts
Grupo Karim	Siguatopeque, Honduras	Shirts

## Manufacturing Plant Description

The following is a review of the manufacturing plants' capabilities:

### *Fechheimer Brothers Company, Cincinnati, OH*

Cincinnati is the location of our corporate headquarters. The facility was once used as a factory and warehouse as well. As the company grew, we saw the need to expand to other factories. Today our Cincinnati facility serves as the corporate headquarters, the main distribution center, and as one of our customizing centers. We have a highly developed team who customizes stock garments and performs alterations when necessary. This is where past VMI emergency or special orders have been produced for a quick turn-around.

### *Fechheimer Brothers Company, Grantsville, MD*

The Grantsville facility employs approximately 200 people. This facility was built in 1953 and has been enlarged 5 times. Grantsville serves as our main shirt manufacturing plant and our national distribution center. All military products manufactured by Fechheimer or for Fechheimer come through Grantsville prior to being shipped. The facility has an on-site Quality Control Team, which inspects every cut as it comes into the warehouse.

### *Picacho SA de CV – El Salvador*

Located near San Salvador, Picacho was established in 1992 and produces men's and women's woven service uniform shirts for Fechheimer. They are in a private industrial park, employ more than 1000 associates, and are certified by several US retailers to produce garments in addition to Fechheimer. Picacho has been a supplier for Fechheimer for more than 8 years, and have consistently provided excellent quality, delivery and service to orders. Picacho is one of only three suppliers outside the US who have qualified to make our custom and special orders.

### *Grupo Karim*

Pride Manufacturing SA has manufacturing facilities located in Siguatopeque, Honduras, producing men's and women's woven service uniform pants and shirts for Fechheimer. The factory employs some 800 people and is the major employer in the town. Grupo Karim has been a supplier to Fechheimer for more than 10 years, and has reliably maintained or exceeded our quality and production standards throughout. Grupo Karim is one of only three suppliers outside the US who have qualified to make our custom and special orders.



## **Delivery Commitment**

Fechheimer has been providing uniform programs to our nation's military for over 100 years and to our nation's service academies, military colleges, and schools for several decades. We have been a previous uniform supplier for VMI. We are completely committed to delivering product(s) within the needed period. We understand the importance of on-time delivery and the many problems caused when delivery is not completed on schedule. Our company has built its fine reputation on consistent high quality product and timely delivery. The RFP states, orders are generally placed in January (overcoat order in May) period each year and are required in the first week of June (overcoat order in Sept). This is typical of the academy uniform business and meets our delivery periods. Our standard delivery for made-to-order items is 120 days ARO. For orders placed after March 15, delivery would be 120 days ARO.

We have a specific plan of action that we follow in order to ensure on time delivery, as follows:

### *Initial Post Award Contract Review*

- A complete review of all contract materials is performed with all key personnel to familiarize everyone with the terms and requirements of the contract.

### *Contract Implementation*

- A time line is developed to cover all necessary steps that must be taken in order to meet the requirements of the contract.
- Individual tasks are assigned to key personnel to initiate commencement of contract performance.
- A contract performance plan is developed and finalized.

## **Conclusion**

Fechheimer considers it a privilege to be associated with Virginia Military Institute and is very proud of the products and services we have provided your fine institution over the past several years. As always, we are dedicated to providing VMI and its Corps of Cadets with a first class uniform program of which all of us can be proud. We have the experience, knowledge, quality, and team of professionals to handle all of your uniform needs. We look forward to having the opportunity to continue our tenure as a respected vendor. A vendor you can depend on for quality, value, personal service, and prompt delivery for many years to come. With businesses closing their doors and going out of business every day in our industry, Fechheimer is one you can depend on to be here to service your uniform needs through the present time and into the future.

We thank you, Virginia Military Institute, for our past and present business relationship and for the opportunity to furnish this proposal.

**REQUEST FOR PROPOSAL (RFP)**  
**RFP # V211-19-031**

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Attachment E: **PRICE PROPOSAL**

## **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 2018 Army Service Uniform (ASU) shirt, to include VMI-specific modifications, for both male and female cadets.

Initial contract shall be for two (2) years with an option to renew annually for three (3) 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](http://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.

**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.



## **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 VMI cadet boards. 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 lock in shoulder boards corner constructed to accommodate VMI Boards. Corners shall be back-tacked --- NOT bar-tacked.

**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.

**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.

**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 permanent 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.

**STOCK SIZES:**

Shirts must be available in the following sizes:

Sizes: Small thru 4XL

Package 3 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 3 Shirts per box shipped.

**SPECIFICATIONS FOR VMI CADET BLACK LONG SLEEVE SHIRT**

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  $\pm \frac{1}{2}$ ". Female size ranges are 30" to 44" chest with sleeves from 29" to 38" as specified  $\pm \frac{1}{2}$ ". 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. Pockets shall be mitered.

**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.
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 ¾" 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. Pockets shall be mitered.
7. Collar Stays: Stays to be 2-3/4" long, 3/8" minimum width be of first quality, staler vinyl.
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. One (1) *original* and six (6) copies of the proposal must be submitted to the Issuing Agency. One redacted electronic copy must also be provided suitable for public posting. No other distribution of the proposal shall be made by the Offeror.

#### 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. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

d. 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's proposal.

e. All proposals shall be received and time stamped in Procurement Services

no later than the Closing Date and Time shown on the cover page of this Request for Proposal. Any proposal **received after** the specified date and time shall **not** be considered and shall be returned unopened to the Offeror.

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 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 of this Request for Proposal.
6. 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 two 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 procurement 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. In addition, the manual may be accessed electronically at <https://vascupp.org> or a copy can be obtained by calling Procurement Services at (540) 464-7323.
- B. **APPLICABLE LAWS AND COURTS:** This procurement 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. The Contractor shall comply with applicable federal, state and local laws and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/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.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 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 subcontractor 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:** 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 submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this procurement, nor are they an agent of any person or entity that is currently so debarred.

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 10 (ten) calendar 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 the date of offset 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The B-3 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 Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(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 subcontractor 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 subcontractor 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 subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *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/offeree) to perform the services/furnish the goods and the (bidder/offeree) 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/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) 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 scope of the contract. An 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. B-4
  2. The Purchasing Agency 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. The contractor shall comply with the notice upon receipt. 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 the Purchasing Agency'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 the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency 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 the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. 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 the Purchasing Agency or with the performance of the contract generally.
- P. **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.
- Q. **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.
- R. **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.

- S. **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.
- T. **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 subcontractors are involved, the subcontractor 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 subcontractors 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 REQUIRED FOR MOST CONTRACTS:**

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. 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 must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**NOTE: In addition, various Professional Liability/Errors and Omissions coverage is required for the following:**

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
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
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this procurement, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with 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.

- W. **NON-DISCRIMINATION 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, 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.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**  
The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://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.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 30 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES:** This solicitation is set-aside for DSBSD-certified small business participation **only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation.** DSBSD-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Small Business and Supplier Diversity. DSBSD-certified women- and minority-owned businesses are also considered small businesses when they have received DSBSD small business certification. Small businesses must be certified by DSBSD not later than the solicitation due date.

\*\*\*\*\*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. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	<b>23 October 2018, 2:00 PM SHARP, EST</b>	
_____	Due Date	Time
Name of Bidder/Offeror		
	<b>V211-19-031</b>	
_____	IFB No./RFP No.	
Street or Box Number		
	<b>Cadet Shirts</b>	
_____	IFB/RFP Title	
City, State, Zip Code		

Name of Contract/Purchase Officer or Buyers: **MAJ Lynn W. Carmack, CPSM, CPPO, CUPO;**  
**Secondary contact: LTC Kathleen H. Tomlin, VCO, VCCO, CUPO**

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- H. **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.

- I. **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:

Virginia Military Institute  
Accounts Payable,  
Office of the Comptroller  
310 Smith Hall  
Lexington, VA 24450

The preferred method of Invoice delivery is electronically to [payables@vmi.edu](mailto:payables@vmi.edu).

- J. **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 inquiries 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.
- K. **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.
- L. **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.

- M. **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: Fred Heldman Phone: (800) 793-5400 ext 1639

Email: fheldman@fechheimer.com

Length of Time in this Business: YEARS: 35 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: Nexcom CONTACT NAME: Shannon Neas

PHONE: (757) 631-3868

EMAIL: shannon.neas@nexweb.org

FAX:                     

PROJECT: Officer Dress Uniforms

DATE(S) OF SERVICE: 25+ years

VALUE: \$ 7,500,000.00

COMPANY: USMC Exchange

CONTACT NAME: Peter Leon

PHONE: (703) 784-6307

EMAIL: peter.leon@usmc-mccs.org

FAX:                     

PROJECT: Officer Dress Uniforms

DATE(S) OF SERVICE: 20+ years

VALUE: \$ 1,500,000.00

COMPANY: US Air Force Academy

CONTACT NAME: Shaun Bright

PHONE: (719) 333-3600

EMAIL: shaun.bright@us.af.mil

FAX:                     

PROJECT: Mess Dress, Parade, Officer Uniforms

DATE(S) OF SERVICE: 14+ years

VALUE: \$ 900,000.00

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: Fechheimer Brothers  
ADDRESS: 4545 Malsbary Rd  
CITY/STATE: Cincinnati, OH  
TELEPHONE NUMBER: (800)793-5400  
FEDERAL ID NUMBER (FIN): 311000330

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 checked="" 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	<u>10/18/2018</u> DATE
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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) eVA.

## ATTACHMENT E

**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	\$45.00	201-350	\$35.00	351 +	\$27.90		\$90.00
White Short Sleeve Shirt: Female Cadet	1-200	\$45.00	201-350	\$35.00	351 +	\$27.90		\$90.00
Black Long Sleeve Shirt: Male Cadet	1-200	\$50.00	201-350	\$40.00	351 +	\$29.95		\$100.00
Black Long Sleeve Shirt: Female Cadet	1-200	\$50.00	201-350	\$40.00	351 +	\$29.95		\$100.00



**ADDENDUM 1**  
**#V211-19-031**  
**Cadet Shirts**

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Submitted and posted by: MAJ Lynn W. Carmack

16 October 2018

**Response to Understanding of Requirements Request:**

**Section VIII, #1:** On the redacted electronic copy requested, what type of information needs to be redacted from the document, if any? **Any information that could be considered as proprietary to your company, such as patented processes, etc.** Also, how would you prefer we submit the electronic copy? Do we scan the document in by email or is there a different method preferred? **The electronic copy should be submitted on a USB drive or a CD.**

**Attachment E:** If we are only submitting a special make shirt price with delivery, would we only complete the special make with quick delivery columns? **Yes.**

MAJ Lynn W. Carmack  
Assistant Director of Procurement Services  
540-464-7223  
[carmacklw@vmi.edu](mailto:carmacklw@vmi.edu)

**Attachment:**

Pre-Bid Meeting Sign-In Sheet

END ADDENDUM 1.