



REQUEST FOR PROPOSALS
RFP# V211-20-025
VMI CADET TRAVEL SUITS
10 November 2019



 **ORIGINAL**

Virginia Military Institute
Lexington, Virginia 24450-0304

REQUEST FOR PROPOSALS
RFP # V211-20-025

Issue Date: 10 November 2019
Title: VMI Cadet Travel Suits
Due Date: 18 February 2020 at 2:00 PM EST
Commodity Code: 20000 / 20010 / 20011 / 20016 / 20044
Issuing Agency: Virginia Military Institute
Procurement Services
314 Smith Hall
Lexington, VA 24450

Period of Contract: **Two Years following Date of Award.** Contract will be annually renewable for three (3) additional years following initial contract period.

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.

All Inquiries For Information Should Be Directed To: MAJ 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:

Boathouse Sports
425 E. Hunting Park Ave
Philadelphia, PA Zip Code: 19124

EVA Vendor ID or DUNS number e44693

E-mail: kzambelli@boathouse.com

Date: 2/10/20

By: [Signature]

Name: M. Kent Zambelli
(Please Print)

Title: President & COO

Phone: (215) 425-4300

Fax: (215) 425-2068

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

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.

REQUEST FOR PROPOSAL (RFP)

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REPORT FOR THE YEAR 2017

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Attachment 1

Attachment 2: OFFEROR DATA SHEET
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Attachment 4: SMALL BUSINESS SUB CONTRACTING PLAN
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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 Athletic-Style Travel Suits 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 the three-color jacket and the solid black pants that make up the travel suit.

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.

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

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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 the VMI Cadet Athletic-Style Travel Suit which consists of a 3-color jacket and solid black pants 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 item (Travel Suit Jacket and Travel Suit Pant) 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 travel suit 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 each item (Travel Suit Jacket and Travel Suit Paint) is size Large / Regular.

VI. SPECIFICATIONS

1. Athletic-Style Travel Suit Jacket

Description:

- The jacket shall be a 3-color model – [VMI RED – PMS 186] in the collar/upper chest/upper back. [VMI YELLOW – PMS 116] in a 2 to 2-1/8 inch wide V-stripe from armhole to armhole across the front, across the width of both sleeves, and forming a V-stripe across the back, similar in size to the front V-stripe. [BLACK] in the lower body/sleeves.
- [GRAY] reflective piping shall be sewn in the garment at an angle from the neck collar band down to the underarm on each panel, front and back, along the seam where the raglan style sleeve is sewn to the front and back of the jacket.
- The jacket shall be fully lined with Micro Mesh, with long raglan style sleeves, elastic wrist and drawcord opening with cordlock jacket bottom, and a stand-up interlined collar without hood.
- The jacket shall have a full front opening slide fastener and front slash pockets with slide fasteners.

- All V-striping shall be bordered on top [BLACK] and bottom [RED] with a 3/16-inch (approximate) piping, and the back V-striping shall be vented in 4 places, 2 on each side allowing for full pass through ventilation.
- The left front shall be embroidered above the V- stripe with the interlocking VMI logo (2-1/2" tall).
- All stitching shall be 12-15 stitches per inch. The stitching for the drawcord opening at the jacket bottom shall finish approximately 1-½ inches from bottom of the jacket. The stitching for the wrist elastic shall finish approximately 1/16-inch from inside (hemmed) raw edge of sleeve.
- The two front slash pockets shall each have a welt measuring approximately 7-¼ inches long by 1-¼ inches wide, with a bar tack at the top and bottom of each welt opening.
- The armhole seams shall be topstitched. The mitered seams of striping shall match (+/- ⅛ inch).
- The stand-up collar shall have a finished width of 3" (+/- ¼) inches for all sizes.
- All thread ends that are visible on the item shall be trimmed to a length of not more than ¼ inch. Repairs such as mends, darts, patches, or splices are not permitted on jackets.
- After completion, the finished jackets shall be thoroughly cleaned, and all loose thread, lint, and foreign matter removed.

2. **Athletic-Style Travel Suit Pant**

Description:

- The pants shall be [BLACK] fully lined and loose fitting.
- The pants shall have an elastic waistband with a drawstring and barrel lock, elastic at the ankles, self-fabric seat and knee reinforcement patches on the outside of pants, two side pockets, and slide fasteners for leg bottoms.
- All stitching shall be 12-15 stitches per inch.
- The center front and center back seams and side seams shall be topstitched, for strength. The side pocket openings shall be topstitched and bar-tacked at the top and bottom.
- The stitching for the elastic waist tunnel shall be two rows; one row shall measure 1/16 inch from top of the waistband and the second row 1 (+/- 1/16) inch from the top row of stitching (1 inch gage).
- The stitching for the elastic leg bottom tunnels shall finish approximately 1 inch from bottom of leg.
- The slide fasteners for the leg bottoms shall be on the out seams of the pants and shall not be exposed when closed.
- The lining shall be attached to the inside of the slide fastener tape, and caught in the stitching for the leg bottom tunnel, and attached at the waist.
- A pocket for an ID card will be sewn into the waistband with the following requirements: hold an ID card 3.5" wide and 3" deep, located 3" from pull string (toward right hip). Backing on ID pocket needs to accept attachment of a heat seal laundry label applied at 390 degrees.
- All thread ends that are visible on the item shall be trimmed to a length of not more than ¼ inch.
- Repairs such as mends, darts, patches, or splices are not permitted on pants.
- After completion, the finished pants shall be thoroughly cleaned, and all loose thread, lint and foreign matter removed.

3. **Basic Material(s) and Manufacturing:**

- Preference will be given to a USA based manufacturer
- The basic material for the Jacket and Pants shall be equal to or better than **Supplex® - 100% Nylon Taslan***. The material shall have a durable fluoropolymer based water repellent finish for both water resistance and a quick drying moisture management capability. Fabric should have weight s/b 3.4 oz yd2 with tolerance +/- 5%.
 - *228T Taslan, 2A Wash rated, DWR Finish
 - Black – 4332X
 - Gold – 14-1064TP
 - Red – 19-1664TP
- The Lining shall be equal to or better than a 100% Polyester Warp knit Eyelet Mesh. Weight should be s/b 3.5 oz yd2 with tolerance +/-5%.
- The Thread should be equal to or better than Madeira Perma Core Tex40 – 100% Polyester
- Piping/Trim (where used) shall be 210denier nylon filled piping
 - Reflective Piping: 250 Candle LUX SM or better
- Zippers shall be equal to or better than YKK models, both molded and coil
- Supplier is asked to locally stock trims and zippers in the event that replacements and/or repairs are needed

4. **Sizes:**

Pants shall be available in accordance with Department of Defense size specifications.

***Body [X-Small to 6X-Large].

***Length [X-Short / Short / Regular / Long / X-Long / XX-Long].

VII. EVALUATION AND AWARD:

Each proposal 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(s) that are most responsive to the herein described needs of Virginia Military Institute.

EVALUATION CRITERIA AND SCORING:

POSSIBLE POINTS

Qualifications and Experience / References	18
Approach and Methodology	18
Capabilities, Skills, Quality – based on submitted samples	24
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

4. GENERAL INSTRUCTIONS

The format, layout, and submission instructions for the proposal are in this section. The format instructions are in the "Proposal Format" section. The layout instructions are in the "Proposal Layout" section. The submission instructions are in the "Proposal Submission" section. The format instructions are in the "Proposal Format" section. The layout instructions are in the "Proposal Layout" section. The submission instructions are in the "Proposal Submission" section.

1. Proposal Format

The proposal must be prepared on a computer using a laser printer or a high-quality dot-matrix printer. The proposal must be prepared on a computer using a laser printer or a high-quality dot-matrix printer. The proposal must be prepared on a computer using a laser printer or a high-quality dot-matrix printer.

2. Proposal Layout

The proposal must be prepared on a computer using a laser printer or a high-quality dot-matrix printer. The proposal must be prepared on a computer using a laser printer or a high-quality dot-matrix printer. The proposal must be prepared on a computer using a laser printer or a high-quality dot-matrix printer.

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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

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The... document... (The text is mirrored and largely illegible.)

...the... (The text is mirrored and largely illegible.)

GENERAL TERMS AND CONDITIONS

A.1.1. CHASING... (The text is mirrored and largely illegible.)

B.1.1. CHASING... (The text is mirrored and largely illegible.)

C.1.1. CHASING... (The text is mirrored and largely illegible.)

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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 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 procurement. 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 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: Paragraphs A through J of these General Terms and Conditions and the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, 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 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/offers) 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

M. TESTING AND EXERCISE: The following provisions shall apply to the testing and exercise of the system.

A. SYSTEMS OF CONTROL: A system of control shall be provided for the purpose of controlling the operation of the system.

B. CHANGING THE CONTROL: The control shall be changed in accordance with the provisions of this section.

C. THE SYSTEM: The system shall be designed and constructed in accordance with the provisions of this section.

D. TESTING AND EXERCISE: The system shall be tested and exercised in accordance with the provisions of this section.

E. THE SYSTEM: The system shall be designed and constructed in accordance with the provisions of this section.

F. TESTING AND EXERCISE: The system shall be tested and exercised in accordance with the provisions of this section.

G. THE SYSTEM: The system shall be designed and constructed in accordance with the provisions of this section.

H. TESTING AND EXERCISE: The system shall be tested and exercised in accordance with the provisions of this section.

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:

3. 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.
4. Employer's Liability - \$100,000.
5. 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.
6. 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:

<u>Profession/Service</u>	<u>Limits</u>
Architecture Design, Inspection or Abatement Contractors	\$2,000,000 per occurrence, \$6,000,000 aggregate Asbestos
Landscape/Architecture	\$1,000,000 per occurrence, \$3,000,000 aggregate
Professional Engineer	\$1,000,000 per occurrence, \$1,000,000 aggregate
Surveying	\$2,000,000 per occurrence, \$6,000,000 aggregate
	\$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) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a

the following table shows the results of the analysis of variance for the different groups of subjects.

Source of Variation	Sum of Squares	D.F.	Mean Square	F-Value
Between Groups	10.50	2	5.25	10.50
Within Groups	15.00	18	0.83	
Total	25.50	20		

The results of the analysis of variance show that there is a significant difference between the groups of subjects.

The following table shows the results of the analysis of variance for the different groups of subjects.

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Total	25.50	20		

The results of the analysis of variance show that there is a significant difference between the groups of subjects.

The following table shows the results of the analysis of variance for the different groups of subjects.

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, 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 any time 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 one 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

3. SET ASIDES. The following is a summary of the provisions of the Act relating to the set-aside of funds for the construction of certain types of facilities. The Act provides that the Secretary of the Interior shall, in the exercise of his discretion, set aside a portion of the proceeds of the sale of certain lands for the construction of certain types of facilities. The Act also provides that the Secretary shall, in the exercise of his discretion, set aside a portion of the proceeds of the sale of certain lands for the construction of certain types of facilities.

CHAPTER 1. GENERAL PROVISIONS.

SECTION 1. SHORT TITLE.

A. PURPOSE OF THIS ACT. The purpose of this Act is to provide for the construction of certain types of facilities. The Act provides that the Secretary of the Interior shall, in the exercise of his discretion, set aside a portion of the proceeds of the sale of certain lands for the construction of certain types of facilities. The Act also provides that the Secretary shall, in the exercise of his discretion, set aside a portion of the proceeds of the sale of certain lands for the construction of certain types of facilities.

B. DEFINITIONS. In this Act, the following definitions shall apply: (1) "Secretary" means the Secretary of the Interior; (2) "land" means any land owned by the United States; (3) "proceeds" means the proceeds of the sale of land; (4) "facility" means any building or structure; (5) "construction" means the construction of a facility.

C. FUNDING. The Secretary shall, in the exercise of his discretion, set aside a portion of the proceeds of the sale of certain lands for the construction of certain types of facilities. The Act also provides that the Secretary shall, in the exercise of his discretion, set aside a portion of the proceeds of the sale of certain lands for the construction of certain types of facilities.

D. REPORTING. The Secretary shall, in the exercise of his discretion, submit a report to the President and the Congress regarding the construction of certain types of facilities. The Act also provides that the Secretary shall, in the exercise of his discretion, submit a report to the President and the Congress regarding the construction of certain types of facilities.

E. EFFECTIVE DATE. This Act shall take effect on the date of its enactment. The Act also provides that the Secretary shall, in the exercise of his discretion, set aside a portion of the proceeds of the sale of certain lands for the construction of certain types of facilities.

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:	18 February 2020, 2:00 PM SHARP, EST	
Name of Bidder/Offeror	Due Date	Time
V211-20-025		
Street or Box Number	IFB No./RFP No.	
Athletic-Style Travel Suits		
City, State, Zip Code	IFB/RFP Title	

Name of Contract/Purchase Officer or Buyers: **MAJ Lynn W. Carmack, CPSM, CPPO, CUPO, VCCO;**
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.

1 - 2011
1000 Main Hall
Office of the Controller
Approved by the Board
Approved by the Board

Approved by the Board of Directors on 11/15/2011

RECOMMENDATION OF THE BOARD OF DIRECTORS

Recommendation of the Board of Directors on 11/15/2011

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- 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: Kent Zambelli (President Bonthouse Sports) Phone: 215-425-4300
 Email: kzambelli@bonthouse.com

Length of Time in this Business: YEARS: 6 MONTHS: 0 Business in operation for over 30 years.

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: U.S. Military Academy CONTACT NAME: Peter Hanlon
 PHONE: 845-938-4403 EMAIL: Peter.Hanlon@westpoint.edu
 FAX: _____
 PROJECT: _____
 DATE(S) OF SERVICE: Multiple VALUE: \$ Over \$75,000
 (Team Handball) (USMT-CG-NY-01)

COMPANY: Adidas ~~Reck~~ CONTACT NAME: Alena Christiansen
 PHONE: 781-375-7781 EMAIL: Alena.Christiansen@adidas.com
 FAX: _____
 PROJECT: _____
 DATE(S) OF SERVICE: Multiple VALUE: \$ Over \$315,000

COMPANY: Horace Mann School CONTACT NAME: Bob Annunziata
 PHONE: 917-682-2348 EMAIL: robert-annunziata@horacemann.org
 FAX: _____
 PROJECT: _____
 DATE(S) OF SERVICE: Multiple VALUE: \$ Over \$50,000
 (Hora-HS-NY-01)

merchandise
manager

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: ~~XXXXXXXXXXXX~~ Benthouse Sports
ADDRESS: 425 E. Hunting Park Ave.
CITY/STATE: Philadelphia, PA 19124
TELEPHONE NUMBER: 215-425-4300
FEDERAL ID NUMBER (FIN): 232198293

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

☐ SMALL BUSINESS ☐ INDIVIDUAL BUSINESS
☐ WOMAN-OWNED BUSINESS ☐ SOLE PROPRIETORSHIP
☐ MINORITY-OWNED BUSINESS ☐ PARTNERSHIP
☐ SHELTERED WORKSHOP ☒ 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] President Benthouse Sports 2/10/20
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

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

- (1) 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.
- (2) 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: _____

Not applicable for Bantline Sports

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 %)

Not applicable for BeatHorse Sports

**ATTACHMENT D
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 _____ 2020 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: MAJ Lynn W. Carmack, CUPO, CPSM,
CPPO, and CPPB

For: _____

For: Virginia Military Institute



ATTACHMENT E

UNDERSTANDING OF REQUIREMENTS

RFP #V211-20-025

ATHLETIC-STYLE TRAVEL SUITS

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 F

PRICE PROPOSAL

PRICING SCHEDULE: The offeror shall furnish VMI Athletic-Style Travel Suits as specified in this Request for Proposals. Prices will vary based on the total stock quantity ordered during the contract period of each year. Multiple orders may be issued for each item during this period.

Quantity Minimums	Jackets	Pants	Lead Times - FOR AT ONCE DELIVERY
24+	\$ 97.65	\$ 48.60	4 week delivery, throughout the year
300+	\$ 92.23	\$ 45.90	4 week delivery, throughout the year
800+	\$ 86.80	\$ 43.20	6 week delivery, preferred June 1 for delivery by 8/12
1200+	\$ 84.63	\$ 42.12	6 week delivery, preferred June 1 for delivery by 8/12
Quantity Minimums	Jackets	Pants	Lead Times - 12 weeks and summer delivery: 6/15 to 8/15
24+	\$ 92.23	\$ 45.90	12 Week delivery within Summer Window above
300+	\$ 81.38	\$ 40.50	12 Week delivery within Summer Window above
800+	\$ 81.38	\$ 40.50	12 Week delivery within Summer Window above
1200+	\$ 78.12	\$ 38.88	12 Week delivery within Summer Window above



February 10th, 2020

Thank you for the opportunity to bid on the VMI Cadet Travel Suit. Boathouse has proudly made outerwear and team uniforms for Professional Sports, Colleges, High Schools and club teams for over 30 years. All Boathouse manufactured and branded goods are “Made in the USA” in our Philadelphia factory and we have supported thousands of teams include all the service academies and have made product for many of the major brands (Adidas, New Balance, Under Armour).

Company Brief:

Founded by Olympic rower, John Strotbeck, Boathouse was born from a single item, the iconic Stevenson Jacket. With its classic comfort and signature “tuck tail,” it was worn for the first time by the USA Olympic Rowing team at the 1976 Montreal Olympic Games, where it became an instant hit.

Believing that all people deserve the same high-quality gear and effortless style of Olympic athletes, Strotbeck returned to Philadelphia and began crafting elite performance outerwear for everyday life. Both an athlete and an artist, he hand drew the company’s first catalog. He named the company for the classic rowing social clubs he once called home: Boathouse.

Today, Boathouse makes a complete line of signature outerwear and performance essentials that instills competitive heritage in every hand-stitched thread. With the highest-quality, hand-selected materials and impeccable craftsmanship, each item is still made in Philadelphia and designed for life—authentic, functional and timeless.

At Boathouse, we’ve outfitted Olympic teams, professional sports teams, elite university teams and neighborhood teams – from the serious to the social. We’re the jacket you want to sleep in, the gear you want to win in, and the style you want to be seen in.

We’re not just a company. We’re a community of like-minded athletes and artists who believe that the best clothes bring out the best in all of us. After four decades, we still believe in comfort without compromise, style without substitution, and elite performance for all.

Because in a world of relentless competition, it’s nice to know we’re all really on the same team.

Thank you for the opportunity to win your business.

M. Kent Zambelli, President & COO

Boathouse Sports