

# State of Delaware BAND UNIFORMS

# Request for Proposal Contract No. GSS12644-BAND\_UNIF

February 2, 2012

- Deadline to Respond -March 9, 2012 1:00 P.M. Local Time

#### Office of Management and Budget, Government Support Services

Date: February 2, 2012

#### CONTRACT NO. GSS12644-BAND\_UNIF

#### **ALL VENDORS:**

The enclosed packet contains a "REQUEST FOR PROPOSAL" for BAND UNIFORMS. The proposal consists of the following documents:

#### REQUEST FOR PROPOSAL - CONTRACT NO. GSS12644-BAND\_UNIF

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
  - a. Attachment 1 No Proposal Reply Form
  - b. Attachment 2 Non-Collusion Statement
  - c. Attachment 3 Exceptions
  - d. Attachment 4 Company Profile and Capabilities
  - e. Attachment 5 Confidentiality and Proprietary Information
  - f. Attachment 6 Business References
  - g. Attachment 7 Subcontractor Information Form
  - h. Attachment 8 Monthly Usage Report
  - i. Attachment 9 Subcontracting (2<sup>nd</sup> tier spend) Report
  - j. Attachment 10 Office of Minority and Women Business Enterprise Certification Application
  - k. Attachment 11 Certification of Fabric
  - I. Attachment 12 Proposers Information Form
  - m. Attachment 13 Deviation Form
  - n. Appendix A Scope of Work details
  - o. Appendix B Minimum Proposal Requirements
  - p. Appendix C Pricing Form(s) and Instructions (if applicable)

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope <u>clearly displaying the contract number and vendor name</u> by March 9, 2012, 1:00 pm local time to be considered.

#### Proposals must be mailed to:

State of Delaware Government Support Services 100 Enterprise Place, Suite 4 Dover, DE 19904

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Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Bruce Krug at 302-857-4534 or email bruce.krug@state.de.us

#### I. INTRODUCTION:

#### A. PURPOSE:

The purpose of this Request for Proposal is to obtain sealed proposals for Band Uniforms meeting the requirements of Delaware School Districts and covered agencies.

It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to provide Band Uniforms meeting the requirements of ordering agencies including measuring and altering to correct fit as well as providing for a Band Uniform Management System.

#### 1. **COMPETITIVE SEALED PROPOSAL:**

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals; or
- Afford offerors an opportunity to revise their proposals through best and final offers;
   or
- Compare the different price, quality and contractual factors of the proposals submitted: or
- Award a contract in which price is not the determining factor.

#### 2. **CONTRACT REQUIREMENTS:**

This contract will be issued to meet the stated Band Uniform needs of Delaware School Districts and covered agencies.

#### 3. MANDATORY USE CONTRACT:

REF: Title 29, Chapter 6911(d) Delaware Code and Section 30(b) of Epilogue for HB 190. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. This contract shall be considered mandatory use for all School Districts. Delaware State University, Delaware Technical and Community College, Delaware Transit Corporation, the Legislative Branch, and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

#### 4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926.

#### 5. **CONTRACT PERIOD:**

Each Vendor's contract shall be valid for a one year period from effective date of award. Each contract may be renewed for a one (1) year period through negotiation between the Vendor and Office of Management and Budget, Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

#### B. KEY RFP DATES/MILESTONES:

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	February 2, 2012
Mandatory Pre-bid Conference	Not required
Written Questions Due No Later Than (NLT)	February 16, 2012
Written Answers Due/Posted to Website NLT	February 23, 2012
Proposals Due NLT	March 9, 2012 1:00 p.m.
Public Proposal Opening	March 9, 2012
Proposal Evaluation/Presentations as required	As may be required
Vendor Best & Final Discussions, as required	As may be required
Contract Award	Will occur within 90 days of bid opening

### C. INQUIRIES & QUESTIONS:

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by February 16, 2012. All questions will be answered in writing by February 23, 2012 and posted on <a href="http://bids.delaware.gov">http://bids.delaware.gov</a>. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

#### D. RFP DESIGNATED CONTACT

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed

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or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Bruce Krug Government Support Services 100 Enterprise Place, Suite 4 Dover, DE 19904 bruce.krug@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

#### E. Contact with State Employee

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

#### II. SCOPE OF WORK:

#### A. OVERVIEW:

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware's need for Band Uniforms as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

#### **B. BACKGROUND:**

Office of Management and Budget, Government Support Services is interested in contracting with a vendor(s) capable of meeting the Band Uniform requirements of all Delaware School Districts and covered agencies. The establishment of a central contract for Band Uniforms to be utilized by all school districts and covered agencies will provide the State with the opportunity to benefit from favorable pricing associated with volumes of scale as well as recognize cost savings through reduced contract administration requirements.

#### C. STATEMENT OF NEEDS:

Office of Management and Budget, Government Support Services seeks to establish a contract with a vendor(s) having a proven ability to providing quality Band Uniforms and related accessories in the significant volumes. It is expected that the vendor(s) will be positioned to provide on-site measuring, required alterations, and delivery of finished products in a time efficient and cost effective manner.

#### D. DETAILED REQUIREMENTS:

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix C.

#### E. EXISTING UNIFORMS:

In the event a school district identifies an isolated need to procure small quantities of uniforms or uniform components to exactly match an existing uniform inventory where said existing inventory falls outside of the specifications in this contract, the school district may:

- a. Request a quotation for replacement uniforms or uniform components from the awarded vendor(s) on this contract.
- b. Seek a waiver from the Director of Government Support Services to purchase such replacement uniforms or uniform components off of contract in the event the awarded vendor(s) cannot meet the School District needs for such uniforms

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III. FORMAT FOR PROPOSAL:

#### A. **INTRODUCTION**:

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

#### B. PROPOSAL RESPONSE:

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed without a defined quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known).

<u>Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive</u>. Proposals must be clear and concise.

<u>SAMPLES</u> – For a proposal to be considered, it is to be accompanied by required sample uniform components in accordance to the exact specifications. Each bidder's interest in meeting these specifications is to be reflected in their willingness to manufacture these pilot samples and to make them available at the time and date of the official bid opening. Exact samples are also required to insure that the State can expedite a purchase soon after the award. The sample uniform provided is to be a <u>male size 38 regular</u>. Specific sample requirements are identified in Appendix A.

#### C. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

#### D. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

#### **E. COVER LETTER:**

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Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

#### F. TABLE OF CONTENTS:

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal

#### G. <u>DESCRIPTION OF SERVICES AND QUALIFICATIONS:</u>

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

### H. DISCOUNT:

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

#### I. SAMPLES OR BROCHURES:

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

#### J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

#### **K. BID BOND REQUIREMENT:**

Bid Bond Waived.

#### L. .. PERFORMANCE BOND REQUIREMENT

Performance Bond Waived.

#### M. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 1 paper copies and 7 electronic copies on CD or DVD media

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disk. The paper copy shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix C Excel sheets, in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM Local Time on March 9, 2012 The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

GOVERNMENT SUPPORT SERVICES 100 ENTERPRISE PLACE SUITE 4 DOVER, DE 19904

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM Local Time on March 9, 2012 Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

#### N. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through the intitial contract term. Delaware reserves the right to ask for an extension of time if needed.

#### O. WITHDRAWAL OF PROPOSALS:

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

#### P. PROPOSAL MODIFICATIONS

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

#### Q. LATE PROPOSALS

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Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

#### R. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions will be posted at <a href="http://bids.delaware.gov">http://bids.delaware.gov</a> By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

#### S. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

#### T. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

#### U. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

### V. EXCEPTIONS:

Vendors may elect to take <u>minor</u> exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions <u>must</u> be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Office of Management and Budget, Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

#### W. BUSINESS REFERENCES:

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Business references are to be provided via Attachment 6.

#### X. DOCUMENT(S) EXECUTION:

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Office of Management and Budget, Government Support Services.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <a href="http://accounting.delaware.gov">http://accounting.delaware.gov</a>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <a href="http://accounting.delaware.gov/">http://accounting.delaware.gov/</a>.

#### Y. **SUBCONTRACTS**:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 7.

#### Z. CONFIDENTIALITY:

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

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If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

#### **AA.ATTACHMENTS:**

Attachment 1 - No Proposal Reply Form

Attachment 2 - Non-Collusion Statement

Attachment 3 – Exceptions

Attachment 4 - Company Profile and Capabilities

Attachment 5 – Confidentiality and Proprietary Information

Attachment 6 - Business References

Attachment 7 – Subcontractor Information Form

Attachment 8 – Monthly Usage Report

Attachment 9 – Subcontracting (2<sup>nd</sup> Tier Spend) Report

Attachment 10 - Office of Minority and Women Business Enterprise Certification Application

Attachment 11 - Certification of Fabric

Attachment 12 – Bidders Information Form

Attachment 13 - Deviation Form

Appendix A – Scope of Work details

Appendix B – Minimum Proposal Requirements

Appendix C – Pricing Form and Instructions

#### IV. PROPOSAL EVALUATION PROCEDURES

#### A. GENERAL ADMINISTRATION

#### 1. STATE'S RIGHT TO REJECT PROPOSALS

Office of Management and Budget, Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

#### 2. STATE'S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a

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contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

#### 3. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

#### 4. DELIVERY OF PROPOSALS:

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

100 Enterprise Place Suite 4 Dover, DE 19904

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

#### 5. PUBLIC OPENING OF PROPOSALS:

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

#### 6. <u>DISQUALIFICATION OF VENDORS:</u>

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.

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- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

#### 7. AUTHORITY OF AGENCY:

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

#### 8. OR EQUAL (PRODUCTS BY NAME):

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

#### B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR:

Office of Management and Budget, Government Support Services shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal.

- 1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the State.
- 2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
- Responsibility of offerors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:

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- a. The offeror's financial, physical, personnel or other resources, including subcontracts;
- b. The offeror's record of performance and integrity;
- c. Any record regarding any suspension or debarment;
- d. Whether the offeror is qualified legally to contract with the State;
- e. Whether the offeror supplied all necessary information concerning its responsibility; and
- f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)
- 4. If a Vendor is determined to be non-responsible, the Vendor shall be informed in writing.
- 5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

#### C. PROPOSAL EVALUATION COMMITTEE:

The Proposal Evaluation Committee ("Committee") is compromised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6926.

#### D. REQUIREMENTS OF THE VENDOR:

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum:

- The information listed in Appendix B
- Completed sample uniform components identified in Appendix A in accordance to the exact specifications. The sample components are to be provided in a male size 38 regular.

#### Proposals are to be structured as follows:

Section 1	Table of Contents, Cover letter, Non Collusion Agreement, Exceptions form, Confidential Information form, Certificate of Insurance, Minority and Women Owned Business Certification (if applicable), Certification of Fabric, Bidder Information Form, Deviation Form	
Section 2	Company Profile and Capabilities (per attachment 4), Business References, Subcontractor form (if applicable), any further detail in response to the requirements of the RFP	
Section 3	Completed Appendix C	
Section 4	Band Uniform Management System	

#### E. CRITERIA AND SCORING:

	EVALUATION CRITERIA		
		PERCENTAGE	POINTS
1.	Demonstrates the ability to provide complete uniforms, uniform components, and accessories of consistent high quality meeting the identified specifications including	35	35
2.	Lead Times	15	15
3.	Demonstrates the availability of resources to measure for fit on-site and provide an appropriately altered uniform or accessory in a timely manner	15	15
4.	Demonstrates successful experience in meeting the requirements of a contract of similar scope.	12	12
5.	Band Uniform Management System	5	5
6.	Pricing	18	18
7.			
	TOTAL SCORE	100%	100

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

#### F. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee may issue a request for Best and Final Offers from the vendor(s).

#### G. REFERENCES

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The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

#### H. ORAL PRESENTATIONS

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

#### V. MANDATORY PREBID MEETING:

A mandatory pre-bid meting has not been established for this Request for Proposal.

#### VI. <u>DEFINITIONS AND GENERAL PROVISIONS</u>

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. **<u>DEFINITIONS</u>**: Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE**: The State of Delaware

**AGENCY**: State Agency as noted on cover sheet.

**<u>BID INVITATION</u>**: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**BOND**: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

**CONTRACT**: The written agreement covering the furnishing and delivery of material or work to be performed.

**DESIGNATED OFFICIAL**: The agent authorized to act for an Agency.

**GENERAL PROVISIONS**: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

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**LOCAL TIME**: Eastern Standard Time/Eastern Daylight Time

**OPPORTUNITY BUY**: A special offer from a supplier that is usually associated with a limited time to respond.

**PROPOSAL**: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

<u>SPECIAL PROVISIONS</u>: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY**: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

**<u>VENDOR</u>**: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative..

<u>VENDOR'S DEPOSIT</u>: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

#### **B. GENERAL PROVISIONS**

#### 1. INTERPRETATION OF ESTIMATES/QUANTITIES:

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

#### 2. **SILENCE OF SPECIFICATIONS**:

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

#### 3. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be

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encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

#### 4. **PRICES QUOTED**:

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list materiel that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

#### 5. **PUBLIC INSPECTION OF PROPOSALS:**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

#### 6. **LAWS TO BE OBSERVED:**

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The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

#### 7. **PERMITS AND LICENSES**:

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

#### 8. PATENTED DEVICES, MATERIAL AND PROCESSES:

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

#### 9. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

#### 10. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

#### 11. **INVOICING**:

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After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

#### 12. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**:

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

#### 13. **PRICES**:

Prices and/or rates shall remain firm for the initial term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

#### 14. **PRICE ADJUSTMENT**:

During the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

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If agreement is reached to extend this contract beyond the initial contract period, the Office of Management and Budget, Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

#### 15. **SHIPPING TERMS:**

FOB Destination, freight prepaid.

#### 16. **FUNDING OUT or NON-APPROPRIATION:**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

#### 17. MANDATORY INSURANCE REQUIREMENTS:

Certificate of Insurance and/or copies of insurance policies for the following:

- a. As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Comprehensive General Liability and all other coverages listed below.
  - 1. Comprehensive General Liability \$1,000,000.00 per person/\$3,000,000 per occurrence.

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- 2. Product Liability \$1,000,000.00 per person/\$3,000,000 per occurrence.
- b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.
- d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Government Support Services Contract # GSS12644-BAND\_UNIF 100 Enterprise Place, Suite 4 Dover, DE 19904

Note: The State of Delaware shall <u>not</u> be named as an additional insured.

#### 18. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department. https://onestop.delaware.gov/osbrlpublic/Home.jsp

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

#### 19. **INDEMNIFICATION:**

a. <u>General Indemnification</u>: By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

#### b. **Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters

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the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

#### 20. **NON-PERFORMANCE:**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

#### 21. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

#### 22. **VENDOR NON-ENTITLEMENT:**

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

#### 23. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See <a href="http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p">http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p</a> <a href="http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p">http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p</a> <a href="http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p">http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p</a> <a href="http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p">http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p</a> <a href="http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p">http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p</a> <a href="http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p">http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p</a> <a href="http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p">http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.p</a> <a href="http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.pdf">http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\_buy\_flowchart.pdf</a> <a href="http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportuni

#### 24. **REQUIRED REPORTING:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 8) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in <u>EXCEL</u> and sent as an attachment to <u>bruce.krug@state.de.us</u>. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2<sup>nd</sup> Tier report is found in Attachment 9.

2nd tier reports (Attachment 9) shall be submitted to the contracting Agency's Supplier Diversity Liaison found at \_http://gss.omb.delaware.gov/omwbe/docs/sdc/mwbe\_liasions.xls and the OMWBE at vendorusage@state.de.us on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

#### 25. ORDERING PROCEDURE:

Successful Vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

The ordering agency(s) will, at time of order, specify the exact <u>color</u> of materials to be used in the construction of the band uniforms.

#### 26. **BILLING**:

The Vendor is required to <u>"Bill as Shipped"</u> to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

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Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

#### 27. **METHOD OF PAYMENT:**

a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

#### 28. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

#### 29. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

#### 30. **VENDOR RESPONSIBILITY:**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7.

#### 31. <u>VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL:</u>

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

#### 32. ENVIRONMENTAL PROCUREMENT REQUIREMENTS:

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.

The State Environmental Procurement Policies may be found:

http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf.

#### 33. **PERSONNEL/EQUIPMENT/SERVICES:**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

#### 34. MINIMUM WAGE RATES:

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. The Vendor should

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contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

#### 35. <u>TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS:</u>

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

- **a.** <u>Termination for Cause</u> If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- **b.** <u>Termination for Convenience</u> The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- **c.** <u>Termination for Non-Appropriations</u> In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### 36. **TERMINATION OF CONTRACT:**

As a central contract, the contract resulting from this RFP may be terminated as follows by Office of Management and Budget, Government Support Services.

a. <u>Termination for Cause</u> - If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

- **b.** <u>Termination for Convenience</u> The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- **c.** <u>Termination for Non-Appropriations</u> In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

#### 37. **CHANGES**:

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

#### 38. **INTEREST OF VENDOR:**

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

#### 39. <u>PUBLICATION, REPRODUCTION AND USE OF MATERIAL:</u>

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

#### 40. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

#### 41. **ASSIGNMENT OF ANTITRUST CLAIMS:**

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As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

#### 42. **TESTING AND INSPECTION:**

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

#### 43. **COVENANT AGAINST CONTINGENT FEES:**

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

#### 44. **GRATUITIES:**

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

#### 45. **AFFIRMATION:**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

#### 46. **AUDIT ACCESS TO RECORDS:**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

#### 47. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

#### 48. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the successful vendor and Office of Management and Budget, Government Support Services.

#### 49. **SUBCONTRACTS**:

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 7) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

#### 50. **AGENCY'S RESPONSIBLIITIES**

The Agency shall:

a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.

b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

#### 51. **CONTRACT DOCUMENTS**:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

#### 52. **ASSIGNMENT:**

This contract shall not be assigned except by express prior written consent from the Agency.

#### 53. **NOTICE**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Bruce Krug Government Support Services 100 Enterprise Place Suite 4 Dover, DE 19904

#### 54. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

#### C. AWARD AND EXECUTION OF CONTRACT

#### 1. CONSIDERATION OF PROPOSALS:

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

#### 2. **MATERIAL GUARANTY**:

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

#### 3. AWARD OF CONTRACT:

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

#### 4. **EXECUTION OF CONTRACT**:

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

#### 5. WARRANTY:

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

#### 6. THE CONTRACT(S):

The contract(s) with the successful Vendor(s) will be executed with the Office of Management and Budget, Government Support Services acting for all participating governmental entities.

#### 7. **INFORMATION REQUIREMENT**:

The successful Vendor's shall be required to advise and provide the Office of Management and Budget, Government Support Services of the gross costs associated with this contract.

#### VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS12644-BAND\_UNIF

#### **BAND UNIFORMS**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services by 1:00 PM Local Time, March 9, 2012 at which time bids will be opened.

#### NO MANDATORY PRE-BID MEETING

#### Proposals must be mailed to:

State of Delaware Government Support Services 100 Enterprise Place, Suite 4 Dover, DE 19904

#### **PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING

#### NO PROPOSAL REPLY FORM

### CONTRACT # GSS12644-BAND\_UNIF CONTRACT TITLE: BAND UNIFORMS

Unfortunately, we must offer a "No Proposal" at this time because:

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

•	·
 1.	We do not wish to participate in the proposal process.
2.	We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:
 3.	We do not feel we can be competitive.
4.	We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
 5.	We do not wish to sell to the State. Our objections are:
6.	We do not sell the items/services on which Proposals are requested.
7.	Other:
	FIRM NAME SIGNATURE
 We wi	sh to remain on the Vendor's List for these goods or services.
 We wi	sh to be deleted from the Vendor's List <b>for these goods or services</b> .

CONTRACT NO.: GSS12644-BAND\_UNIF TITLE: BAND UNIFORMS <u>Attachment 2</u>

OPENING DATE: March 9, 2012

#### **NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Government Support Services

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal

contract with the State of Delaware, Government Support Services COMPANY NAME \_\_\_\_\_ Check one) Corporation Partnership Individual NAME OF AUTHORIZED REPRESENTATIVE (Please type or print) TITLE **SIGNATURE** COMPANY ADDRESS \_\_\_\_\_ \_\_\_\_\_ FAX NUMBER\_\_\_\_\_ PHONE NUMBER **EMAIL ADDRESS** STATE OF DELAWARE FEDERAL E.I. NUMBER LICENSE NUMBER (circle one) (circle one) (circle one) COMPANY Women Yes No Minority Yes No Disadvantaged Yes No **CLASSIFICATIONS:** Business Business Business CERT. Enterprise **Enterprise Enterprise** (WBE) (MBE) (DBE) [The above table is for information and statistical use only.] PURCHASE ORDERS SHOULD BE SENT TO: (COMPANY NAME) **ADDRESS** CONTACT PHONE NUMBER FAX NUMBER \_\_\_\_\_ EMAIL ADDRESS AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment? YES \_\_\_\_\_ NO \_\_\_\_ if yes, please explain \_\_\_\_ THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20 \_\_\_\_\_ My commission expires \_\_\_\_\_ Notary Public

County of \_\_\_\_\_

City of

State of

# **Attachment 3**

# CONTRACT NO. GSS12644-BAND\_UNIF Contract Name: BAND UNIFORMS PROPOSAL REPLY SECTION

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

	By checkir	ng this box,	the Vendor	acknowledges	that they	take no	exceptions	s to
the sp	ecifications,	terms or c	onditions fo	und in this RFF	·.			

Paragraph #	Exceptions to Specifications, terms	
and page #	or conditions	Proposed Alternative

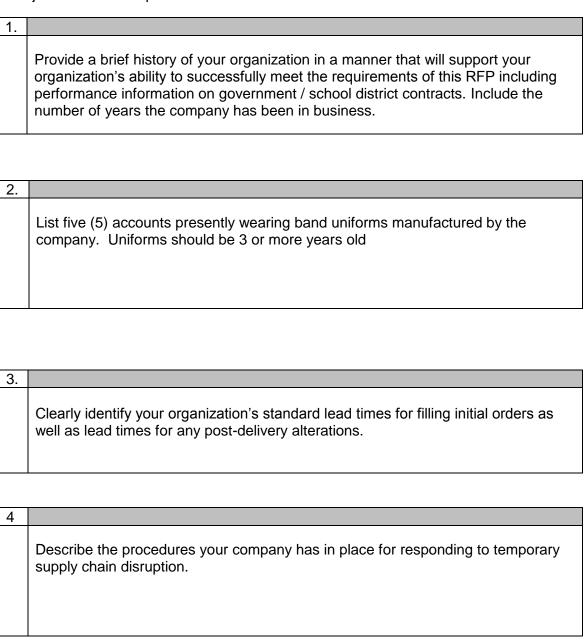
Note: use additional pages in a similar format as necessary.

#### **Attachment 4**

## CONTRACT NO. GSS12644-BAND\_UNIF Contract Name BAND UNIFORMS PROPOSAL REPLY SECTION

#### **COMPANY PROFILE & CAPABILITIES**

Suppliers are required to provide a reply to each question listed below. Your replies will aid the evaluation committee as part of the overall qualitative evaluation criteria of this Request for Proposal. Your responses should contain sufficient information about your company so evaluators have a clear understanding of your company's background and capabilities. Failure to respond to any of these questions may result in your proposal to be rejected as non-responsive.



5.	
	Provide a copy of written warranty. (Note: The warranty may not conflict with contract Terms and Conditions.)

Describe the skill level of your company's labor force including any certifications your company has for employees directly involved in the construction of the items to be covered by this contract.

Balance of page intentionally blank

# STATE OF DELAWARE Government Support Services <u>Attachment 5</u>

CONTRACT NO. GSS12644-BAND\_UNIF Contract Name: Band Uniforms PROPOSAL REPLY SECTION

By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information					

Note: Add additional pages as needed.

#### **Attachment 6**

CONTRACT NO. GSS12644-BAND\_UNIF Contract Name: BAND UNIFORMS

# **Business References**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- · Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:

Contact Name/Phone Number:

Number of years doing business with:

Describe type of work performed:

2. Business Name/Mailing Address:

Contact Name/Phone Number:

Number of years doing business with:

Describe type of work performed:

3. Business Name/Mailing Address:

Contact Name/Phone Number:

Number of years doing business with:

Describe type of work performed:

# SUBCONTRACTOR INFORMATION FORM

# **ATTACHMENT 7**

PART I – STATEMENT BY PROPOSING VENDOR							
1. CONTRACT NO.		2. Proposing Vendor Nar	me:	3. Mailing Address			
Insert Contract Number							
4. SUBCONTRACTOR							
a. NAME		4c. Company OMWBE 0	Classificat	tion:			
		Certification Number: _					
b. Mailing Address:							
		41. Disadvantaged Busine	ess Emer	nise lies lino			
5. DESCRIPTION OF WORK BY SUBC	CONTRACTOR						
6a. NAME OF PERSON SIGNING	7. BY (Signature)	1	8. DATE	SIGNED			
6b. TITLE OF PERSON SIGNING							
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR							
9a. NAME OF PERSON SIGNING	PERSON SIGNING 10. BY (Signature		11. DATE	E SIGNED			
	\ 0	,					
9b. TITLE OF PERSON SIGNING							
5. DESCRIPTION OF WORK BY SUBC  6a. NAME OF PERSON SIGNING  6b. TITLE OF PERSON SIGNING  PART II – AC	7. BY (Signature)	EMENT BY SUBCO	nterprise ess Enterp	Yes No prise Yes No SIGNED			

<sup>\*</sup> Use a separate form for each subcontractor

**ATTACHMENT 8** 

State of Delaware									ATTACHI		
				M	onthly Us	age Rep	oort				
Supplier N	lame:				Report St	art Date:					
Contact Name:				Insert Contract No.	Report Er	nd Date:					
Contact P	hone:				Today's D						
Agency Name or School District	Division or Name of School	Budget Code	<u>UNSPSC</u>	Item Description	Contract Item Number	Unit of Measure	Qty	Environmentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate	Total Spend
											\$0.00
											\$0.00
											\$0.00
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											\$0.00

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.

# **ATTACHMENT 9**

	State of Delaware																
	Subcontracting (2nd tier) Quarterly Report																
Prime N	Name:						Report Start D	ate:									
Contrac	ct Name/l	Number					Report End Da	te:									
Contac	t Name:						Today's Date:										
Contac	t Phone:						*Minimun	Required		Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid
																	<u> </u>

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor

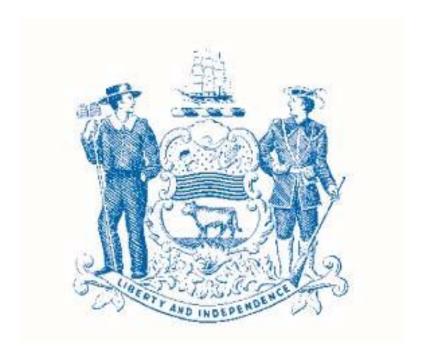
# **ATTACHMENT 10**

# **OMWBE Certification Application found here:**

http://gss.omb.delaware.gov/omwbe/docs/certapp\_022510.pdf

# **State of Delaware**

# Office of Minority and Women Business Enterprise Certification Application



## Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place Suite # 4 Dover, DE 19904-8202Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: deomwbe@state.de.us Web site:

Link to Certification Website: <a href="http://gss.omb.delaware.gov/omwbe/certify.shtml">http://gss.omb.delaware.gov/omwbe/certify.shtml</a>

**Attachment 11** 

# **CERTIFICATION OF FABRIC**

This is to confirm that bidder is to use first quality goods. The material supplied, depending upon specifications, is to be 14 - 14 1/2 oz., 55% Dacron/45% Wool and/or 15 1/2 - 16 oz., 100% Wool and/or 14 - 14 1/2 oz., 100% Polyester.

All materials are to be supplied directly from the manufacturer, and are not to be, in any way, seconds or rejected goods. A certified Kaumagraph label is to be on the inside of all garments.

Bidder		
Signature		

# **Attachment 12**

# **BIDDERS INFORMATION FORM**

All bidders are to complete this form in order for their proposal to be considered.

Name of Manufacturer Bidding: Name of Primary Contact:	
Primary Contact Telephone No.:	
<b>Local Representative:</b>	
Name:	
Address:	
Telephone:	

#### **Attachment 13**

## **DEVIATION FORM**

In the event that the Bidder intends to deviate from the product specifications in Appendix A by utilizing any materials, items, treatments, finishes, inner construction, tailoring details, etc., contrary to those listed as standards in the specifications, the bidder is to fully document and list each proposed deviation on Attachment 3 (Exceptions). Bidders must provide complete detail including reasons for the deviation. General statements are not acceptable.

The evaluation committee may choose to consider <u>minor</u> deviations from specifications providing the deviation does not create inequality among bidders. <u>A deviation will not be considered to be accepted unless and until the bidder receives written</u> acknowledgment of acceptance.

If <u>no deviations</u> are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying the proposal meet <u>all construction specifications</u>.

If deviations are found on said samples, and not listed on Attachment 3, the bidder is subject to being considered non-responsive.

Company	
Signed	
Date	
Title	

# APPENDIX A SCOPE OF WORK

In setting forth these specifications it is the intention to offer equal opportunity to all responsible bidders. References to brand names, component names, component numbers, etc. are for descriptive purposes only and are not intended to be restrictive. The specified styles, material, linings and sundry items are believed to be equally available to all responsible bidders.

Whereas considerable time and expense has gone into the preparation of the enclosed specifications, deviations are NOT anticipated. <u>DEVIATIONS MUST BE DOCUMENTED on Attachment 3 of the RFP.</u> Unless fully documented, such deviations may result in a proposal being considered non-responsive.

In submitting a proposal, the bidder is to furnish itemized quotations using the provided form in Appendix C. Any allowances or discounts are to be included in the quoted prices.

After contract award, at the request of an ordering Agency, the awarded vendor(s) is to provide a quotation showing the cost of each item, the total price per uniform, and the total price of the entire order. Any allowances or discounts are to be included in the quoted prices.

Bidder is to furnish a <u>full time sales representative</u> to handle all details of the order. **The fulltime sales representative must be available to provide on-site measuring as well as post-order servicing**. Bidder is to provide name, address and phone number of representative or representatives who are to be responsible for handling the order.

In submitting a bid, specify the time required for delivery of the complete order after receipt of a all details and a valid purchase order.

<u>SAMPLES</u> - Your bid, to be considered, is to be accompanied by the sample uniform components identified below in accordance to the exact specifications. Each bidder's interest in meeting these specifications is to be reflected in their willingness to manufacture these pilot samples and to make them available no later than the time and date of the official bid opening. Exact samples are also required to insure that construction meets the State's requirements so that purchases can be expedited soon after the award. **The sample uniform components are to be a male size 38 regular.** 

The State reserves the right to inspect the workmanship of the sample, its inner construction in particular, and for this purpose will open the lining if necessary.

#### EXACT SAMPLES ARE REQUIRED WITH THE BID OF THE FOLLOWING ITEMS:

Item 3 - Marching Band Coat - Type C

Item 4 - Band Coat - Type A

Item 9 - Marching Band Trousers - Type C

Item 10 - Band Trousers - Type A

Item 12 - Marching Band Baldric - Type A

Item 13 - Marching Band Baldric - Type B

Item 18 - Marching Vestee – Type A (fabric color of bidder's choice)

Item 33 - Headgear w/ Ornament - Band - Type A

Item 43 - Marching Band Gauntlets - Type C

#### STOCK SAMPLES ARE ACCEPTABLE FOR THE FOLLOWING ITEMS:

Item 23 - Auxiliary Pants

Item 25 - Auxiliary Tunic - Type A

Item 26 - Auxiliary Tunic - Type B

Item 35 - Plume

Item 46 - Garment Bag

Item 47 - Hanger

Item 48 - Shako Box

# CONSTRUCTION AND MANUFACTURING SPECIFICATIONS

#### A. GENERAL

Coats, trousers, blouses and all major parts of the uniform are made to fit the nearest stock size from the information supplied by the company representative. This is done for a better year to year fitting program and allows more fitting flexibility. Exceptions are made on unusual sizes wherein the garment is cut and produced to the measurements taken by the company representative.

#### B. LABOR

It is expected that all garments will be made by a skilled labor force capable of producing manufactured goods of consistent high quality and reliable uniformity.

## C. SHIPPING

Uniforms are to be shipped on wishbone style hangers. Hangers are to be hard plastic, not wood. Wooden hangers have a tendency to pick and pull the basic fabric, and they are not acceptable. The hangers must be bent and rounded at the top to allow the shoulder area of the garment to be spread and hung properly. Each uniform must be delivered in its own clear polyethylene bag to prevent soiling. Uniforms must be delivered in 200 lb. Test cardboard wardrobe containers, opening from the front, and having a metal bar reinforcement at the top with clasp to prevent hangers from

## **Government Support Services**

disengaging from the metal structure. Each carton will be properly marked on the outside, with identification numbers of the uniforms contained in that specific carton.

## D. IDENTIFICATION

Each major garment item is to have identification numbers sewn into the individual pieces to allow for quick and easy issuing. Coats, trousers, and blouses are to have woven numerals. Trousers are to include inseam and waist information for future reference; coats shall have chest size and length indicated on a linen ticket. The original order is to include a bound booklet with the numbers of each uniform corresponding to the particular size of that uniform, arranged from the smallest to the largest. Size information shall include chest size, height, weight, and inseam for each uniform. Bound in the identification record shall be a size chart for use as reference for purchase of future uniforms.

#### E. INSPECTION

All garments are to be carefully inspected before final packing and shipment. All thread ends to be picked and cut and specifications, trim and details to be critically checked for each individual garment before shipment. Buttons are to be applied and sewn at that time.

## F. FABRIC VERIFICATION

Fabric swatches must accompany each proposal, unless an exact sample uniform has been provided. Swatches shall be properly labeled to include weight, composition, lot number, and shade number. When using wool or dacron/wool materials, a "Kaumagraph" <a href="MUST">MUST</a> appear on the back of the fabrics (except white) insuring a first quality fabric. The "Kaumagraph" used on sample uniforms made of dacron/wool and 100% wool fabric is to be found on the inside of the garment.

NOTE: "Kaumagraphs" need not appear on fabric swatches.

# G. VERIFICATION OF FABRIC PROCESSING AND STABILIZATION

Any dacron/wool blend fabric from any vendor must be professional cold water and alcohol sponged, decated, and inspected. Bidder must submit in writing, certification that dacron/wool blend fabric will have undergone this fabric stabilization prior to manufacture of the uniforms. Also, such certification should be submitted in writing by an officer of the bidding company.

The company actually performing the stabilizing process <u>must be indicated</u>, with an individual or officer of said company to contact for verification of processing.

As dacron/wool garments having not undergone such processing can experience significant and excessive shrinkage, bidders not providing such a sponging treatment and certification will not be considered for contract award.

# **COAT SPECIFICATIONS**

#### 1. PATTERNS

- a. Patterns are to be marked, graded, and cut using a computerized system to insure accuracy.
- b. Patterns are to cover a full range of sizes, including male, female, short, regular, long, and extra long from size 26 to 60.

## 2. INNERLINING

- a. The innerlining is the foundation of the coat and is to carry with it a complete limited lifetime warranty.
- b. The innerlining MUST consist of <u>5 layers</u> unless a lesser number of layers is specified by an ordering agency (see item 2. k. below)
- c. The principle layer of the coat front is formed of preshrunk highly resilient natural hair canvas of 7.5 ounce per square yard. The hair content is 32% with 36% rayon, 29% cotton, and 3% polyester. The weft and filling yarns are spun from 45% hair, 50% rayon, and 5% polyester to provide superior shaping resilience and bounce. The Hymo canvas is cut and individually shaped to fit each coat, both the left and right coat fronts.
- d. The second layer is an additional chest piece of 4.53 ounces per square yard Monoflex. It is to be 6 " x 7 1/2" in dimension and darted in armhole area. This piece is specifically designed as a shoulder reinforcement in finely tailored garments to maintain the shape of the shoulder and chest area of the coat.
- e. The third layer is unique, being of the same natural hair canvas as the coat front, deeply darted in the upper armhole area to provide natural shape. It is wider than the Monoflex and extends deep into the coat front for resiliency in this area.
- f. The fourth layer, or felt chest piece area, is a heavy 4.2 ounces per square yard needle punched, supported felt. It is extends 14" or more from the shoulder seam. Its shrink proof, non-woven characteristics adds more resilience to the chest and area below the armhole.
- g. The entire five-layered innerlining is sewn together with 18-21 rows of zigzag stitching.

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- h. The innerlining is to be constructed as above with an additional top layer of white Polysil. This layer is used to prevent shadowing of the natural canvas through the outer shell fabric. It is to be 2.9 oz./sq. yd. and a construction count of 78 warp x 54 fill with a fiber content of 50% poly/50% preshrunk cotton.
- i. Under no circumstances is the Hymo and sewing operation to be substituted with a fusing or gluing operation.
- j. Under no circumstances is a white synthetic coat canvas to be used as an innerlining, in lieu of the specified Hymo/Monoflex layers.
- k. Ordering agencies may specify lesser layers of interlining and awarded vendors will provide quotations accordingly.

## 3. SHOULDER PADS

- a. Shoulder Pads are to consist of heavy density, 100% PREMIUM grade preshrunk "Harsh" quality combed Indian cotton ("Harsh" quality being resilient, bouncy).
- b. It is a large semi-oval shape, approximately 10" x 7" on extended shoulder patterns. Dimensions for regular shoulder patterns are to be approximately 4 1/2" x 7 1/2".
- c. The entire pad is covered with a print cloth, and quilt stitched throughout to prevent wadding.
- d. Shoulder Pads consisting of multiple layers of needle-punched preformed polyester are not acceptable.
- e. Stay cloth is not acceptable for the shoulder pad, due to stiffness.

## 4. SLEEVEHEAD PAD

- a. There is a 1 3/4" sleeve head pad of preshrunk combed cotton sewn into the armhole of the coat assembly.
- b. It is reinforced with soft white percalaine and two sections of cotton fill.
- c. Strips of coat canvas are unacceptable for use as sleeve-head padding.

## 5. LINING

- a. Coat linings are to be cut from a separate set of patterns designed specifically to fit the particular style of coat. Linings are not to be cut from coat patterns and then cut down.
- b. Lining material is to be the highest quality polyester twill; non-toxic, perspiration resistant, color fast, and non-shrinkable. It is to be fully dry-cleanable.
- c. Its composition is to be 124 warp x 72 fill and it is to meet government specifications.

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- d. There is a pleat down the center back in the shoulder area to allow fullness.
- e. The lining is COMPLETELY sewn around the armhole, NOT just tacked.

## 6. PERSPIRATION SHIELD (see illustration #1)

- a. The perspiration shield is secured in the lower part of the armhole and is approximately 4" square.
- b. It is made of an absorbent wool flannel, consisting of 85% wool and 15% nylon material. It is to be double sponged to prevent shrinkage.
- c. The shield is edged all around with a pre-shrunk bias poly/cotton finishing tape and completely sewn into the armhole area. Merely "tacking" the shield to the lining is not acceptable.
- d. Shields made of scraps from cutting the outer coat whipcord fabric are not acceptable.

# 7. POCKETS (see illustration #2)

- a. All inside pockets are to be cut, sewn, and turned automatically with a double piped lock-stitch machine and reinforced with a non-woven fabric.
- b. Pockets are to be constructed with hidden inside bartacks with welts of the same outer fabric as the coat.
- c. There is a 1 1/2" whipcord fabric extension down into the pocket, from the opening edges.
- d. Pocketing material is to be 70/30 poly/cotton, 50/50 in the warp and 100% poly in the fill.
- e. Pocket is to be "bagged" with no open seams at the bottom.
- f. Pockets made of lining or lightweight material are not acceptable.

# 8. TAPING

- a. Seams which are subject to usual stress, are to be taped with a preshrunk cross-wound cotton tailoring tape.
- b. Areas to be taped are down the inside coat front, extending around bottom sides and back, and around the armhole. There must be a 3-4" area at the upper back shoulder area of each sleeve seam, where the cloth tape is omitted. This allows proper "Stretch" across the shoulders during arm lift maneuvers.

## 9. SLEEVES

a. The sleeve is to be "felled" into the top of the armhole, using a special felling stitch which allows fullness, evenness, flexibility and strength.

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- b. The bottom half of the armhole is machine lock-stitched to give the greatest strength in this high stress area.
- c. Sleeves are to be cut utilizing a 60/40 pattern per fine tailoring. They will be pitched forward 3-4 degrees in the armhole to allow for the arm-lift associated with playing a musical instrument.
- d. The cuff, or hem, is to have a generous 2 1/2" turn-under consisting of fabric and lining secured and constructed to allow easy altering of sleeve length. This is done utilizing an "easy alter" chain stitch.

## 10. SHOULDER LOOPS

- a. Shoulder loops are to be die-cut to insure uniformity and are cut in two pieces.
- b. Shoulder loops are to be reinforced on each layer with heavy Pellon.
- c. They are sewn together on the inside, turned, and top-stitched all around the edge for body and durability.
- d. All buttons for attachment of shoulder loop and accessory items will be reinforced with backing buttons.

## **11. TRIM**

- a. Coat front trim (braid, welts, appliques, embroidery, etc.) is to be applied <u>only</u> through the outer fabric. That is, it is NOT to be sewn through the chest piece four layer innerlining, nor the polyester twill coat lining. All trim is to be sewn before the lining is joined to the coat.
- b. Any trim using 1/4" unfilled tubular braid is to be applied with a FB or FBN corn straight 2 needle machine, then it is applied in cloverleafs, turned edges or other circular designs. The benefits of such application provide that the trim (A) lays flat to the fabric surface, and that (B) the stitching is equidistant from each edge along the entire border of the trim. Using a single needle stitch sewn twice is not acceptable. Trim applied with only one single needle stitch in the center is not acceptable.

# 12. HARD COLLAR (see illustration #3)

- a. The inner core foundation of the standing collar is .014 Mylar.
- b. There is a laminated layer of non-woven Pellon P15 on the inboard side of the entire foundation.
- c. A stainless steel <u>riveted</u> hook and eye is to be the front closure. The hook and eye are riveted through the Mylar, Pellon and <u>two</u> layers of collar lining material. It is to be placed at the optimum angle to insure proper tension and comfort.
- d. A "sewn" hook and eye is not acceptable.

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- e. The collar lining consists of <u>two</u> layers of Burlington Mills Cramerton fabric, which is 65% polyester and 35% combed cotton, pre-shrunk and non-wicking.
- f. Seven male gripper snaps are placed through both layers of the collar lining material, on front closing coats. Six male gripper snaps are placed through both layers of the collar lining material, on back closing coats The snaps are supported on the inside by the laminated non-woven Pellon which also serves as a protective layer between the Mylar and the snaps. Female gripper snaps applied to the collar lining are unacceptable.
- g. The outboard side of the standing collar is to be covered with a whipcord fabric, as specified by the design specifications.
- h. The top edge of the Mylar base is bound with Cramerton fabric and has a finished welted seam on each side. The whipcord fabric is doubled over the top of Mylar base, along with the two layers of collar lining, and stitched along the top edge. This 5-layer construction results in a "beaded" edge and serves as a protection all along the top edge of the liner. This is accomplished with a SINGLE row of locked stitching through the Mylar base.
- i. A single layer of fusing tape or bridle-tape is not sufficient protection in this area and is not acceptable.
- j. The bottom edge of the standing collar is to be sewn through and through, to attach the double layers of Cramerton lining to the outer layer of whipcord. This row of stitching is immediately below the bottom edge of the Mylar foundation.
- k. Construction of the collar in this manner provides the most dimensionally stable garment, without the additional rows of needle holes.
- 1. Braid trim, fabric welt, and embroidery are to be applied to the outer fabric of collar before assembly. This prevents sewing the trim "through" the Mylar core with additional rows of needle holes.

# 13. COLLAR LINER (see illustration #4)

- a. The fabric used in the construction of the washable snap-in, replaceable liners is two layers of VISA treated polyester whipcord. The VISA treatment offers soil release properties in this washable part of the garment.
- b. The liner is to be die-cut in a curve to allow it to lie properly against the neck of the wearer.
- c. There are seven female gripper snaps evenly spaced and secured through <u>both</u> layers of liner fabric. These are to match up with male gripper snaps on collar lining.
- d. The top, bottom and rounded side edges of collar liner is to be bound with a finished binding of non-absorbent Cramerton fabric.

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- e. There is to be a bartack at each end of the binding.
- f. The liner is to be positioned to extend 1/8" above the whipcord collar fabric.
- g. Each liner is to be sized to corresponding collar and numbered to match coat size.

# 14. SOFT COLLAR

- a. Soft collars, lapels, and outer pocket flaps are to be hand shaped and cut according to fine quality tailoring practices.
- b. Bridle tape is to be placed at the lapel roll, to retain smooth lines and afford a permanent shape.
- c. Under-collar felt is to be pre-biased 50% wool/50% Rayon composite.
- d. All edges are to be topstitched (with the exception of satin lapels) through and through, from the facing edge through coat front lapels and collar to the opposite edge. Topstitching is to be 1/8" from edge.

#### 15. SEAMS

- a. Coat is to be completely machine stitched except in areas where specific tailoring requires other methods.
- b. The ends of all seams are to be backstitched not less that 1/4".
- c. Coat back is tailored with either a 2-piece back or 4-piece back, if needed, to facilitate insertion of contrasting color panels, trim, etc.

#### 16. THREAD

- a. Threads for seaming are to be 50/3 cotton wrap core thread, 70/2 poly wrap core thread, or 100/2 poly wrap core thread based on the strength requirements of the type of seam.
- b. All threads are to be head resistant, vat dyed, sun-fast, dry-cleanable and moisture proof.

## 17. BUTTONS / BUTTONHOLES

- a. High-quality metal buttons are to be used where specified and are to be attached by sewing, ring and washer, or toggle and washer.
- b. Buttonholes are to be manufactured using the cut-first method. The hole is to be cut-first, and the edge is to be covered with gimp and twist to cover the fabric and inner canvas edge. The back of the buttonhole is to be closed with a bartack reinforcement.

# 18. ZIPPERS

a. Zipper is to be heavy-duty brass with an auto-locking pull-slide. Tape is to be 9/16".

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b. Zipper is to be bartacked top and bottom and sewn to facing surface, not sandwiched in between shell fabric and facing.

## 19. FUSING

- a. Certain trim designs call for added reinforcement. This is to be done with Pellon 8557 engineered dot fusible. It is guaranteed against delamination and dry-cleaning. It is to "tear away" from areas not covered with braid or other trim.
- b. Use of Pellon SF134 as reinforcement for trim is unacceptable.
- c. The entire coat front outer fabric is to be reinforced, in addition to the "traditional" sewn innerlining, whenever looped braid designs are specified.
- d. When sleeve cuff trim is utilized, the lower sleeve is to be reinforced from the cuff bottoms, up as needed.

## 20.

a. Ordering agencies may opt to change the coat specifications to be a washable item. The coat will have washable shoulder pads and will be fully lined. Front inner foundation, sleeve heads, and underarm shields may be omitted. The awarded vendor(s) will quote such option at the request of the ordering agency.

Illustration #1

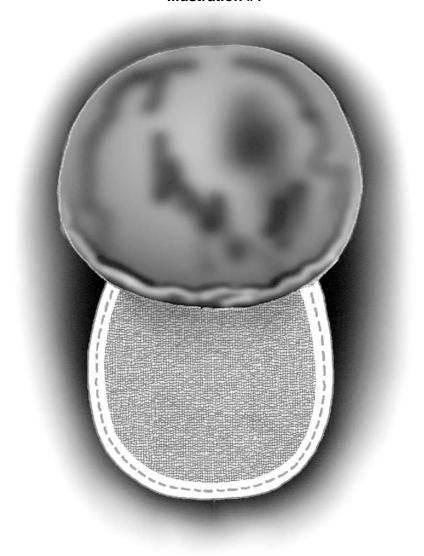


Illustration #2

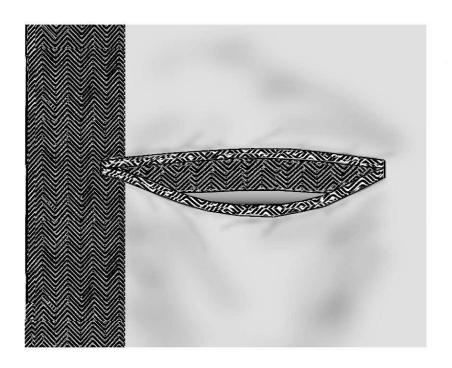
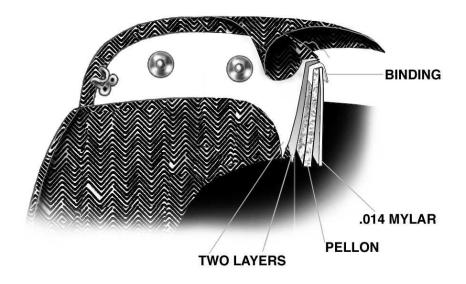


Illustration #3



# Illustration #4



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# **BIBBER TROUSER SPECIFICATIONS**

# 1. PATTERNS

- a. Bibber trousers are to be cut in a full-length pattern, allowing extra fullness at the waist area to accommodate a generous fit throughout the range of sizes.
- b. They are to utilize both MALE and FEMALE patterns. Computer graded, marked and cut for consistent size and shape.
- c. There are to be two darts in the seat and waist area, measuring approximately 10" on a 38R sample. Using single needle lockstitch (301 lock stitch) 8-10 SPI, 2-3-stitch backtack at the start and finish of dart, Tkt.24 thread

## 2. SHOULDER STRAPS

- a. Bibber is to be adjustable at the shoulders by means of a one-piece molded indestructible polymer slider.
- b. Slider is to be permanently fixed to the double-ply shoulder straps. Using 4 -.5"x.0938" 28 stitch bartacks. 2 across the width and one up each side of strap
- c. Straps are turned and finished with a lockstitch (301 lock stitch) 8-10 SPI Tkt. 24 thread on each edge, set in 1/8".
- d. Width of shoulder strap is to measure no less than 1 1/2" and be a minimum of 14" in length for maximum adjustability.

## 3. INNERFACING

a. The upper portion of the bibber is to have a facing front and back with all exposed fabric edges tightly surged (504 over edge) 10-12 SPI Tkt. 245 thread to prevent raveling.

## 4. FRONT CLOSURE

- a. The inside of the right fly is to be lined with a layer of durable 78x54 count twill 70/30 polyester cotton materials. It is to extend beyond the four-way crotch assembly. Edge turned under and sewn onto the inside outlet using single needle lockstitch (301 lock stitch) 8-10 SPI tkt. 24 thread
- b. The left fly is to be reinforced with 4310 Harodite fusing to provide permanent shape retention and durability. It is to be bound with a preshrunk, 3125" finish size bias cut, tape for appearance and durability. Set with single needle lockstitch (301lock stitch) 8-10 SPI tkt.24 thread

- c. There are to be three bartacks at the base of the fly for additional reinforcement; two vertical bartacks on the lower front fly interior and one horizontal bartack at the bottom of the lower front fly exterior. .375" x.1875" 28 stitch bartack with Tkt. 40 thread
- d. The fly zipper is to be 4.5 SOLID BRASS zipper chain of Y.K.K. quality with a brass semiautomatic lock slider. There is to be a #3 hardened brass wire stop at the base of the zipper.
- e. The front fly is to be secured at the top of the waistband with two stainless gripper snaps; placed above the zipper terminal. "Hook flex" #8 hook and #85 eye is also available, if requested.

# 5. **CROTCH** - (See Illustration 6)

- a. There is to be a "four-way" crotch reinforcement consisting of 78x54 count twill 70/30% polyester-cotton pocketing cut on the bias for strength.
- b. There are to be four, two-ply sections, one on each side of the fly, seat seam and inseams. Attach using .1875'' ga. 3-thread over edge stitch (504 over edge) tkt.24 thread to each panel before seaming.
- c. Crotch area is to be clean finished with no extra fabric extending from tops of inseams.
- d. Trousers having merely a two-way reinforcement or no reinforcement at all are not acceptable.

## 6. LEGS

- a. Trouser legs are to be finished at the bottom with a 3" turn under to allow alteration for future growth. Legs are cut straight down from the knee, resulting in a circumference of 19" at the finished bottom edge (standard 38R size).
- b. The hem is to be taped all around with a pre-shrunk bias polycotton finishing tape, 2.25" cut size to finish .625" then blind stitched (103 blind stitch) 3-4 SPI tkt.30 thread for appearance and ease of alterations. Taping all around provides a clean finished edge for full-length use, as well as protecting the fabric edge completely. Simple flat taping with a rayon hem tape is unacceptable. (see Illustrations 7 & 8)
- c. Striping is 100% polyester tackle twill cut size 1.3125" to finish .625" set with Double needle chain stitch (401 twin needle chain stitch) 8-10 SPI tkt. 24 thread centered over the outseam and NOT sewn into the seam. It is to run the full length of the leg, including the turn-up allowance at the bottom edge. It is to be finished "flat" at the cuff turn under edge, not folded under the edge.
- d. The outseam of each trouser leg is to be a safety stitch .375 ga. (516 safety stitch) seam, or "blue jean" stitch. This type of seam is much stronger than the traditional "busted"

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seam and adds strength and stability to the "stripe side" of the leg. Flat pressed or "busted" seams in this area are unacceptable.

e. The inseam of each leg is to be a flat pressed or "busted" seam whereby both ends of the fabric are stitched together (401 chain stitch) 8-10 SPI tkt. 40 thread and pressed back flat. This is necessary to facilitate alteration of the trouser within the seat and upper thigh area. (See Illustration 5)

## 7. SERGING

a. All edges of seams and outlets are to be serged (504 over edge stitch) 12 SPI tkt.24 thread in a professional, high quality manner, eliminating the possibility of raveling.

# 8. THREADS

a. Threads for seaming are to be 50/3 tkt.24 cotton wrap core, 70/2 tkt.30 poly wrap core, or 100/2-tkt.40-poly wrap core, based on the strength requirements of the type of seams.

## 9. **POCKETS**

- a. FOB watch pockets, when specified, are to be the same precreased pocket 78x54 count twill 70/30% poly cotton and are to be bartacked .357''x.1875'' 28 stitch bartacks at the two upper corners.
- b. Pocketing material is to be 78x54 count twill 70/30 poly cotton; black.
  - b. Pockets constructed in a "sandwiched" or "bagged" fashion are unacceptable.

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# Illustration 5

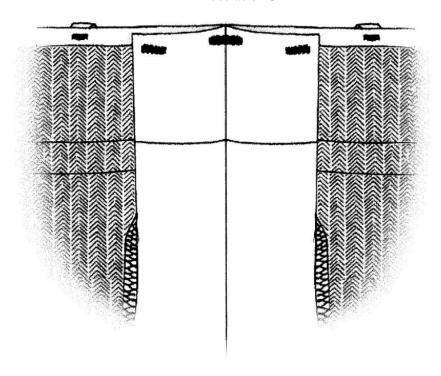


Illustration 6

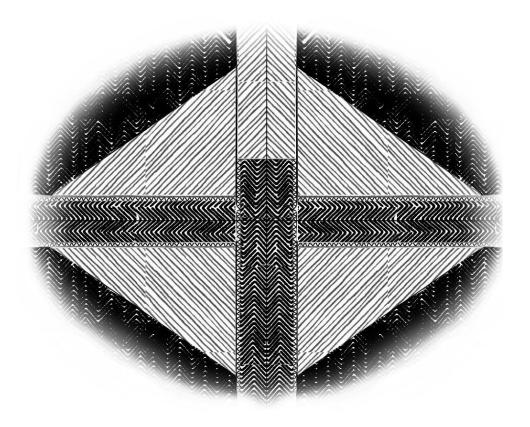


Illustration #7

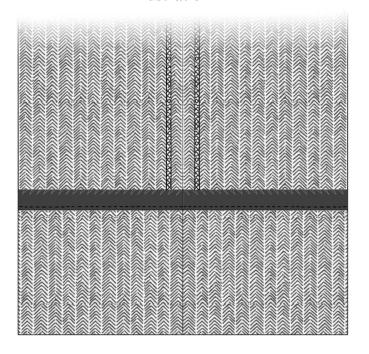
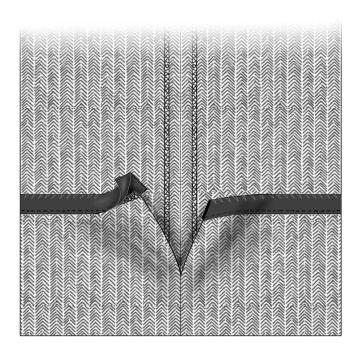


Illustration #8



# **HEADWEAR SPECIFICATIONS**

All shako products both fur and West Point styles are to be manufactured to Ashley or Bayly quality standards as follows:

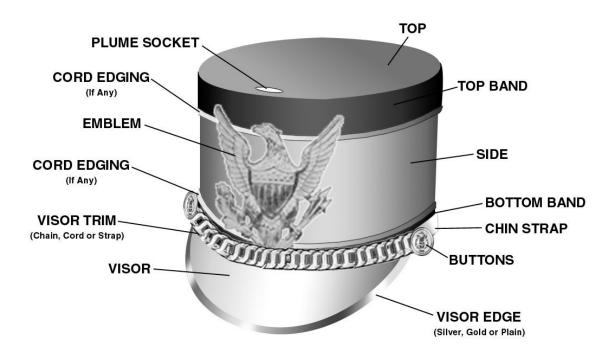
Hats must have securely sewn construction using no brads or staples in shell to create discomfort. The bottom bands are to be tucked and sewn (not stapled) to insure against pulling out or frayed edges. The back seam must be double reinforced 1" from the top and 1" from the bottom. The drawstrings are to be polypropylene tipped and are extra long.

The inside shells must contain a rubber additive to guard against cracking and to increase comfort to the wearer. The lack of this additive will produce a brittle shell composition and consequently an inferior base, subject to a number of problems in both high and low climate extremes. All units are packaged in a "strong box" case. Plume sockets when requested are made of unbreakable nylon.

Special shako features must include heavier eyelets with washers on the back in the sweatband to strengthen the lace holes and protect against ripping and tearing of the holes in that sweatband. The back seam is double reinforced to strengthen and guard against splitting, tearing or exposing the inner shell during changes in weather conditions. The outer covering whether vinyl or fabric is used, must be fastened to the shell by bartacking before applying the sweatband. This prevents the staples from weakening the shell or causing discomfort to the wearer. The visors are to be constructed of only laminated materials-not plastic-and must be sewn on to insure against cracking and discomfort. The use of plastic visors is not permitted as tests have clearly proven that cross hatched one piece visors will discolor and lose strength as a result of ultraviolet sun rays during wear. All buttons are metal only with reinforced back and extra long prongs. No soldered or plastic buttons are acceptable. The plasti-pak "strong box" is to be composed of high impact styrene and capable of withstanding 300 pounds of pressure. It is to be waterproof, snap-latched with an injection molded body and handle.

Fur covered shakos will have an imitation bearskin covering with approximately 1" pile. Fur is to be 75% acrylic and 25% modacrylic with 100% poly backing. Weight is 27 oz. per yard. This material meets flammability requirements and is washable.

Plastics used for headwear products are hi-impact, multi-layered super tough materials that are extruded using advanced resin technology and state of the art systems. These components utilize proprietary extrusion systems to synchronize orientation levels and increase the product elongation and impact strength. They have passed 94HB Underwriters Laboratory standards.



All Victory headwear and flocked aussie styles will incorporate a spring loaded cord lock to hold the hat securely during performance. The shell is constructed of the finest material with the same rubber additive mentioned above, to prevent problems with cracking, etc. The actual finish is a brilliant nylon flock fiber that is made for outdoor wear and durability. Each piece of headwear will have a patent vinyl edgeguard available in black, white, silver and gold mylar to protect and enhance the appearance. Packaging will be in the "strong box" container and attache' type carton with fold down handles and double wall construction.

Helmet is constructed in the style of the "Regiment" helmet and is made in a special vacuum formed mold. The helmet is constructed of hi-impact, multi-layered, super tough styrene that is extruded using advanced resin technology and state-of-the-art systems. These components utilize proprietary extrusion systems to synchronize orientation levels and increase the product elongation and impact strength. Materials have passed 94HB Underwriters Laboratory standards.

The inside is fitted with special multi-adjustable suspension system which will allow a one-size fits all product in this helmet. Each system can be adjusted to increase fitting pressure around the circumference, and is constructed of soft comfort-flex material with an easy adjustable snap-lock feature. All helmets are protected around the outer edge with vinyl edgeguarding to protect the shell and for an enhanced appearance. Plume sockets when requested are made of unbreakable nylon.

## UNIFORM MANAGEMENT SYSTEM

The band uniform order is to be accompanied by a Uniform Management System program with the following features:

Customer information is available via:

Uniform Management System - CD or Internet Download Customer Data - CD or Internet Download

The Uniform Management System will manage student information regarding the assignment of band uniforms and is alterable on a continuing basis as sizing needs change. The system will contain an AUTO-ASSIGN feature which automatically assigns uniform pieces to the students based on their entered measurements. In addition, the student database will include full contact information for student and guardian, and will possess the ability to generate address labels and garment bag identification tags. The system will also produce student uniform rental/usage agreements as per needed. The software will be compatible with Microsoft Windows XP, Microsoft Windows Vista, Microsoft Windows 7 Professional, and Apple Mac OS X (PowerPC and Intel). The Uniform Management System must provide ONLINE/TELEPHONE technical support FREE OF CHARGE. System updates will be available 24 hours a day, 7 days a week via the internet site.

An example of this system, on CD, MUST BE INCLUDED in your proposal.

# **SPECIFIC GARMENT and ACCESORY REQUIREMENTS**

Given that multiple agencies will be utilizing this contract, the specifications for some styles of uniform components are written to provide for identification of fabric colors at time of order. Ordering agencies may also request quotations of a specific item with fabric colors other than those colors identified in the specifications below.

At the request of the ordering agency, awarded vendor(s) will be required to provide <u>either</u> fabric samples in sizes sufficient to establish quality and color accuracy <u>or</u> a uniform component(s) constructed with the specified fabric colors prior to the ordering agency issuing a purchase order.

It is the responsibility of the awarded vendor(s) to provide these pre-purchase order samples within the time frame identified by the ordering agency, provided the time frame is reasonable to the nature of the sample requested.

# Item 1: Coats - Marching - Type A

**Band Type**: Marching Band

Style: Waist Length Front and Back with Standing Hard Collar and Seamless Canopies

**Fabric**: 55% Dacron 45% Wool 14-14-1/2 Oz

**Shade:** 2 color shades – exact colors to be identified at time of order

**Closure**: Concealed center back zipper closure with (3) snaps to secure the flap.

#### **Description:**

Lining must be 100% Polyester Twill.

Sweat shields must be Wool Flannel, 85% Wool/15% Nylon.

Zipper must be bar-tacked into coat top and bottom.

#### Front:

Fabric: Dacron Wool

Shade: Split

Traditional. Special: Slight point at bottom in center front. Must have a (5) layer coat canvas. Seamless canopies. (2) Color front. Upper right side of front and right sleeve to be one color of Dacron Wool. Lower left side of front and left sleeve to be a second color of Dacron Wool. 1-1/4" Button stand of 9123 White Polyester starting on left shoulder to approximately 4" from center front on right side at bottom. Button stand to be open on the left side with (4) hand sewn snaps on the underside for front baldric. 24/(color to be identified) Spat button under left loop and 3 (color to be identified) hand sewn snaps down (color to be identified) portion of coat for front baldric. Row of 1/4" (color to be identified) Braid set flush to top edge of button stand. On right chest area, 3" special style 3-D direct embroidered letter (letter to be identified) in Gold Metallic with shadow in Black.

#### Back/Tails

Fabric: Dacron Wool

Shade: Single shade to be identified at time of order

Full length concealed center back zipper closure with (3) snaps. Self fabric facing. Seamless canopies of (color to be identified) Dacron Wool.

#### Collar

Fabric: Dacron Wool

Shade: Single shade to be identified at time of order

Collar lined with Black. Black collar liner. (2) Adjacent rows of braid. Top Row 1/4" Gold Metallic 0G002 Braid and bottom row 1/4" Black 2474 Braid set in 1/4" from top edge and down front.

## Sh. Loops

Fabric: Dacron Wool

Shade: Single color to be identified at time of order

Loops to fasten with 24/Gilt Fine Rib buttons.

#### Sh. Trim

Fabric: Dacron Wool

Shade: 2 shades (exact colors to be identified at time of order)

Right sleeve of (color to be identified) and left sleeve of (color to be identified) Dacron Wool. In an arc on left shoulder, 1/2" direct embroidered block letters (letters to be identified). In a straight line below, Barudan script letters (letters to be identified) with the first letter in 1' upper case and balance of letters 1/2" lower case. All letters in Gold Metallic.

#### SIv. Trim

Fabric: Dacron Wool

Shade: 2 shades (colors to be identified at time of order)

Right sleeve of (color to be identified) Dacron Wool and left sleeve of (color to be identified) Dacron Wool.

# Item 2: Coats - Marching - Type B

**Band Type**: Marching Band

Style: Waist Length with Standing Hard Collar, Seamed Canopies and Wide Shoulders

**Fabric**: 55% Dacron 45% Wool 14-14-1/2 Oz.

**Shade**: Single Shade (exact color to be determined at time of order)

#### Closure:

Full length concealed center back zipper closure with (3) snaps to secure the flap

# **Description**:

Lining must be 100% Polyester Twill Sweat shields must be Wool Flannel 85% Wool/15% Nylon Zipper must be bar-tacked into coat top and bottom

#### Front:

Fabric: Dacron Wool

Shade: Single Shade (exact color to be determined at time of order)

Traditional Special inverted "V" cut bottom with straight sides that is 5" to point and 6 ½" wide across bottom. Inverted "V" cut out edged with ¾" welt of (color to be determined) Dacron Wool continuing across bottom to side seams set flush to edge. Row of ¼" Gold Metallic 0G002 Braid set flush to the inside edge of the (color to be determined) welt Wide Shoulders. Special shaped canopies of (color to be determined) Dacron Wool that are 3 ½" wide at shoulders and 8 ½" long. Canopies bound with ½" of (color to be determined) Dacron Wool Row of ¼" Gold Metallic 0G002 Braid set flush to the inside edge of the binding. Canopies are set back 1 ¾" from sleeve seam into shaping seam so canopy extends ¾" past sleeve seam head. (6) 30/Gilt Fine Rib buttons down each side of front tapering in slightly toward bottom. (5) White Bone buttons on under side for vestee.

#### Back/Tails:

Fabric: Dacron Wool

Shade: Single Shade (exact color to be determined at time of order)

Special: Center back to be 2" longer than side seams with rounded bottom. Full length concealed center back zipper closure with (3) snaps. Self fabric facing. Continuation of special shaped canopies and trim.

#### Collar:

Fabric: Dacron Wool

Shade: Single Shade (exact color to be determined at time of order)

Row of 1/4" Gold Metallic 0G002 Braid set in 1/4" from top edge and down front

## Sh. Trim:

Fabric: Dacron Wool

Shade: Single Shade (exact color to be determined at time of order)

#### Slv. Trim:

Fabric: Dacron Wool

Shade: Single Shade (exact color to be determined at time of order)

### Item 3: Coats - Marching - Type C

Band Type: Marching Band

Style: Waist Length with Standing Hard Collar and Seamless Canopies

Fabric: 55% Dacron 45% Wool 14-14-1/2 Oz

Shade: 6607 BLACK and 64850 Maroon

Closure: Full length concealed center back zipper closure with (3) snaps to secure the flap.

#### Description:

Ling must be 100% Polyester Twill.

Sweat shields must be Wool Flannel, 85% Wool/15% Nylon.

Zipper must be bar-tacked into coat top and bottom.

#### Front:

Fabric: Dacron Wool

Shade: Split

Traditional. Special: Inverted "V" cut bottom with curved sides. Seamless canopies. Must have a (5) layer coat canvas. (2) Color front. Upper left side of front and left sleeve of 64850 Maroon Dacron Wool. Lower right side of front and right sleeve of 6607 Black Dacron Wool. On left chest area, 3" wide x 3" tall direct embroidered "School Logo" in Black and Silver Metallic. (2) 24/Black Spat buttons under right loop and strip of Maroon Velcro at left side seam for front baldric.

#### Back/Tails

Fabric: Dacron Wool

Shade: 6607

Full length concealed center back zipper closure with (3) snaps. Seamless canopies of 6607 Black Dacron Wool.

#### Collar

Fabric: Dacron Wool

Shade: 6607

Row of 1/4" Silver Metallic 0G002 Braid set in 1/4" from top edge and down front.

### Sh. Loops

Fabric: Dacron Wool

Shade: 6607

Loops to fasten with 24/Nickel Fine Rib buttons.

#### Sh. Trim

Fabric: Dacron Wool

Shade: Split

Right sleeve of Black Dacron Wool and left sleeve of 64850 Maroon Dacron Wool. In an arc on right shoulder, 1/2" direct embroidered block letters "APPOQUINIMINK" in Silver Metallic

Slv. Trim

Fabric: Dacron Wool

Shade: Split

Right sleeve of 6607 Black Dacron Wool and left sleeve of 64850 Maroon Dacron Wool.

### Item 4: Coats - Band - Type A

Band Type: Band

Style: Waist Length with Back Zipper

Fabric: 100% Polyester - 14 1/2 oz.

Shade: 6692 Dk. Grey, 1636 Red & New Black

**Closure:** Full length Brass Zipper, concealed center back with (3) snaps to secure flap.

**Front:** Traditional. Coat to have 5-layer coat canvas. Wide shoulders. Coat lined with black coat lining. Double pointed front. Curved diagonal split color front from the right shoulder down to left side seam. Upper left side of front, left sleeve and left shoulder cap of 6692 Dk Gray Polyester. Lower right side of front of 1636 Red Polyester. "V" shaped insert around neckline of New Black Polyester. Set on the color split (between the gray and red), row of 1/4" Black 2474 braid. Partial overlay front on right side forming vest point at bottom right side, right sleeve and right shoulder cap of New Black Polyester. The black overlay portion to be sewn down all around. Set up 1/2" above bottom on black overlay portion, (5) 30/Nickel Half Ball buttons evenly spaced with bottom button to be at the point of the inverted "V". 2-1/2" wide shoulder caps sewn into the shoulder seams. Set on the left chest area, special 1" tall by 1-1/2" wide fabric tab of 6692 Dk Gray Polyester to be used for the Pin-on Metal Star. Fresh Guard below the linen ticket.

**Back/Tails**: Diagonal split color back with lower right side of New Black Polyester and upper left side of coat in 6692 Dk Gray Polyester. Set on the color split, row of 1/4" 0112 Red 2474 braid. Back hidden zipper flap. All color breaks and trims MUST match up over hidden zipper flap.

Collar: Standing Hard Collar of New Black Polyester. Collar lined in black. Black collar liner.

**Slv. Trim**: Right sleeve of New Black Polyester and left sleeve of 6692 Dk Gray Polyester.

### Item 5: Coats - Band - Type B

**Band Type**: Band

**Style:** Full Length/ Bottom of Seat / Traditional Construction 5-Layer Coat Canvas

Fabric: 100% Polyester - 14 1/2 oz.

### **Government Support Services**

Shade: 9123 White & New Black

**Closure**: Right side concealed under shoulder, brass zipper closure using (2) closures with (3) hand-sewn snaps to secure fly cover. Closing on wearers right shoulder using (2) closures.

**Front:** Traditional. Split color coat front with diagonal color split running from outside right shoulder to left waist. Upper left of coat to be 9123 White Polyester and bottom right of coat to be New Black Polyester. Set on the color split, a 4" wide welt that is backed of Silver Glitter Twill. Butted to the top and bottom of the welt are (2) rows of 3/8" 7489 Black braid with row of 1/4" 0G002 Silver Metallic braid superimposed through the center. Diagonally down center of the 4" Silver Glitter Twill welt the word, "RAVENS" in 3-1/2", special style, direct embroidery in Black. On upper left chest area, "ST" logo. "ST" to be Silver Metallic with Black diamond, below the diamond, Black box with Black letters "SUSSEX TECH" as per school logo. Logo to be 3-1/2" wide.

**Back/Tails**: Back of coat to be New Black Polyester with back insert of 9123 White Polyester. On the insert, wedges of Black fabric edged in 1/4" OG002 silver metallic braid on inside edge. Wedges to extend from shoulder to bottom of coat.

**Collar:** Hard Collar of New Black Polyester trimmed with row of 1/4" 2474-white braid set in 1/4" from edge. Black liner and lining.

**Sh. Loops:** Of New Black Polyester trimmed with row of 1/4" 2474-white braid set in 1/8" from edges. Loops to close with 24/Nickel Fine Rib buttons.

**SIv. Trim**: Sleeves of New Black Polyester. Special circle appliqué of 9123 White Polyester on inside edge of both sleeves. Half of circle to show on front of sleeve and half to show on back of sleeve. Circle to be edged in 1/4 0G002 Silver Metallic braid. Appliqué to have no show thru of Black sleeve.

### Item 6: Coats - Drum Major - Type A

Band Type: Drum Major

Style: Waist Length with Standing Hard Collar and Seamless Canopies

Fabric: 55% Dacron 45% Wool 14-14-1/2 Oz

Shade: 6607 BLACK

Closure:

Full length concealed center back zipper closure with (3) snaps to secure the flap.

#### Description:

Lining must be 100% Polyester Twill.

Sweat shields must be Wool Flannel, 85% Wool/15% Nylon.

Zipper must be bar-tacked into coat top and bottom.

#### Front:

Fabric: Dacron Wool

### **Government Support Services**

Shade: 6607

Traditional. Special: Inverted "V" cut bottom with curved sides. Seamless canopies of 6607 Black Dacron Wool. Must have a (5) layer coat canvas. On left chest area, 3" wide x 3" tall direct embroidered "School Logo" in Silver Metallic and 021 Maroon. (2) 24/Black Spat buttons under right loop and strip of Black velcro at left side seam for front baldric.

#### Back/Tails:

Fabric: Dacron Wool

Shade: 6607

Full length concealed center back zipper closure with (3) snaps. Continuation of seamless

canopies.

#### Collar:

Fabric: Dacron Wool

Shade: 6607

Row of 1/4" Silver Metallic 0G002 Braid set in 1/4" from top edge and down front.

### Sh. Loops:

Fabric: Dacron Wool

Shade: 6607

Loops to fasten with 24/Nickel Fine Rib buttons.

#### Sh. Trim:

Fabric: Dacron Wool

Shade: 6607

In an arc on right shoulder, 1/2" direct embroidered block letters

"APPOQUINIMINK" in Silver Metallic

#### SIv. Trim:

Fabric: Dacron Wool

Shade: 6607

# Item 7: Trousers - Marching - Type A

**Band Type**: Marching Band

Style: Bibber Style Trousers

**Fabric**: 55% Dacron 45% Wool 14-14-1/2 Oz

**Shade**: Single Shade (exact color to be identified at time or order)

**Lining**: Unlined

**Pockets**: Reece welted inserted FOB pocket on upper right side of front.

#### **Options:**

4-Way Reinforced Crotch French Fly Woven ID Numeral

### **Description:**

Full length front zipper closure, adjustable double ply shoulder straps with slider, separate fly, back darts, front and back facings, 3" hem, permacrease in trouser legs. Survivor Locks.

## Item 8: Trousers - Marching - Type B

**Band Type**: Marching Band **Style**: Bibber Style Trousers

**Fabric**: 100% Polyester 14-14-1/2 Oz.

**Shade**: Single Shade (exact color to be determined at time of order)

Lining: Unlined

**Pockets:** 

Reece welted FOB pocket on upper right side of front

**Options:** 

4-Way Reinforced Crotch

French Fly

Woven ID Numeral

### **Description:**

Full length front zipper closure, adjustable double ply shoulder straps with slider, separate fly, back darts, front and back facings, 3" hem, permacrease in trouser legs.

# Item 9: Trousers - Marching - Type C

Band Type: Marching Band

Style: Bibber Style Trousers

Fabric: 55% Dacron 45% Wool 14-14-1/2 Oz

Shade: 6607 BLACK

**Lining**: Unlined

**Pockets**: Reece welted inserted FOB pocket on upper right side of front.

Options:

4-Way Reinforced Crotch French Fly Woven ID Numeral

**Description**: Full length front zipper closure, adjustable double ply shoulder straps with slider, separate fly,

#### Government Support Services

back darts, front and back facings, 3" hem, permacrease in trouser legs.

## Item 10: Trousers – Band - Type A

Band Type: Band

Style: Bib Trousers

Fabric: 100% Polyester - 14 1/2 oz.

Shade: New Black

Lining: Unlined

French Fly: Yes

Options: 4-way reinforced crotch / brass zipper / (2) top snaps

**Description**: Permacrease in trouser legs.

# Item 11: Trousers - Band - Type B

Band Type: Band

Style: Bib Trousers

Fabric: 100% Polyester - 14 1/2 oz.

Shade: New Black

Lining: Unlined

French Fly: Yes

**Options:** 4-way reinforced crotch / brass zipper / (2) top snaps

**Description**: Permacrease in trouser legs. Stripe – 1" wide of 6938-9123 White edged on each side with 3/8" OG003 Silver metallic braid set flush to edge. Overall width to be 1-3/4"

# Item 12: Baldrics - Marching - Type A

Band Type: Marching Band

Style: Front Baldric

Fabric: Lahm

Shade: Metallic Gold

**Description**: Special: Front baldric 4-1/2" wide at top narrowing to 2-1/2" at bottom with slightly concave bottom. Front baldric bound on the left edge with 3/8" 64850 Maroon Dacron Wool. (10) 3/8" horizontal welts of Gold Mylar that are tucked under the binding. Front baldric to button under left loop with button tab of 6607

Black Dacron Wool and snap under button stand with (4) hand sewn snaps and (3) hand sewn snaps down left side of front baldric.

# Item 13: Baldrics - Marching - Type B

**Band Type**: Marching

Style: Special Fabric: Lahm Shade: Gold Description:

Special front baldric to come to a point at bottom. Front baldric bound with 3/8" (color to be determined) Dacron Wool. Baldric to be fused to prevent puckering. Baldric to be Canvas backed. Baldric made so it can be worn separately or with the vestee. Baldric to hang below bottom of vestee. Baldric to snap onto top of vestee or onto under side of coat with hand sewn snaps.

### Item 14: Baldrics - Marching - Type C

Band Type: Marching Band

Style: Front Baldric

Fabric: Checkerboard

Shade: Silver

#### Description:

Special: Front baldric of Silver Checkerboard 5" at right shoulder tapering to 1/2" at left side seam. Front baldric bound across top with 3/8" 6607 Black Dacron Wool and across bottom with 64850 Maroon Dacron Wool. Backed with Black Canvas. Red woven ID number. Front baldric to button under right loop with button tab of 6607 Black Dacron Wool and velcro at left side seam of coat.

# Item 15: Baldrics- Drum Majors - Type A

Band Type: Drum Major

Style: Front Baldric

Fabric: Checkerboard

Shade: Silver

#### Description:

Special: Front baldric of Silver Checkerboard 5" at right shoulder tapering to 1/2" at left side seam. Front baldric bound with 3/8" 6607 Black Dacron Wool. Wedge of 64850 Maroon edged with 1/4" Black 2474 Braid 3" at right shoulder coming to a point in center front. Backed with Black Canvas. Front baldric to button under right loop with button tab of 6607 Black Dacron Wool and velcro at left side seam of coat.

### Item 16: Capes – Band - Type A

Band Type: Band

Style: Capes

**Description:** Reversible Cape of New Black Polyester and Silver Lahm to have special turnbacks that meet at the bottom of the cape and are secured using heavy duty snaps. Capes attach to coat using (4) button holes. On Black side of cape, set at top center, Raven emblem to be 6" in (3) colors with 1/2" white direct embroidered letters above Raven in arc "SUSSEX TECHNICAL HIGH SCHOOL", below Raven in arc "RAVEN NATION MARCHING BAND". On Silver side of cape, "ST" emblem to be 10" wide. "ST" to be White outlined in black. Rest of emblem to match style, background and colors on coat logo.

# Item 17: Capes - Drum Major - Type A

Band Type: Drum Major

Style: Single Shoulder Cape

Fabric: 55% Dacron 45% Wool 14-14-1/2 Oz

Shade: 6607 BLACK

#### **Description:**

Reversible to 64850 Maroon. 50" of fullness. Bottom of seat length. Cape to button under right loop with button tab of 6607 Black Dacron Wool.

# Item 18: Vestees - Marching - Type A

Band Type: Marching

Style: Vestee Fabric: 212

Government Support Services

Shade: Single Shade, exact color to be determined

### **Description**:

Double pointed bottom. Vestee fused to prevent puckering and backed with Black Indestructible Button tab on each side of vestee to match up with buttons on under side of coat front. Points of vestee to hang 1: below bottom of coat and be even with bottom of coat on sides.

### **Item 19: Drum Major Uniforms Complete - Type A**

Band Type: Drum Major

### **Description:**

Drum Major Uniforms complete consisting of:

Coat – As per Marching Band coat type A except to be White

Bibbers – As per Marching Band trousers type A except to be of (color to be determined) Dacron Wool

Shako – As per Marching Band headgear type A to be (color to be determined) Dacron Wool and White Vinyl

Plume – Style to be specified, White with Silver Mylar

Shako Box – As per Band

Vestee – As per Band Vestee Type A with changes in color

Baldric – As per Band baldric type A with changes in color

### Item 20 : Drum Major Uniforms Complete - Type B

**Band Type**: Drum Major

### **Description**:

Drum Major Uniforms Consisting of:

- Coat As per Marching Band coat type B.
- Bibbers As per Marching Band trousers type B except of 9123 White Polyester
- Shako As per Marching Band headgear type B with color changes
- Plume Style to be specified, White with Gold Mylar
- Baldric As per Marching Band baldric type B with color changes
- Gauntlets As per Marching Band gauntlet type B with color changes
- Cape One shoulder cape of 9123 White Polyester lined with Gold Lahm. 50" of fullness and bottom of seat length.

# Item 21: Drum Major Uniforms Complete - Type C

Band Type: Drum Major

Specific design is to be at the direction of the district band director.

### **Description:**

Drum Major Uniforms Consisting of:

- Coat Similar to Band coat type A. but with color change and trim modifications
- Bibbers Similar Band trousers type A but with color change and trim modifications
- Shako Similar to Headgear w/ornament Band Type A but with color change and trim modifications
- Plume Style to be specified
- Gauntlets Similar to Band Gauntlet Type A but with color change and trim modifications

# Item 22: Drum Major Uniforms Complete – Type D

Band Type: Drum Major

Specific design is to be at the direction of the district band director.

#### **Description:**

Drum Major Uniforms Consisting of:

- Coat Similar to Band coat type B. but with color change and trim modifications
- Cape Similar to Band cape type A. but with color change and trim modifications
- Bibbers Similar Band trousers type B but with color change and trim modifications
- Shako Similar to Headgear w/ ornament Band Type B but with color change and trim modifications
- Plume Style to be specified

# Item 23: Pants - Auxiliary - Type A

**Band Type**: Auxiliary

Fabric: Velvet

**Shade**: Single shade, color to be identified

#### **Description:**

Stretch Velvet pants with dance legs. Pants pattern must be adjusted personally to each student's measured chest, waist, seat, inseam, and backwaist length for custom fit. Due to varied body measurements within a group, standard chart sizes are not acceptable. All seams are to be 3/8" wide and serged with 4-thread serger using 100% polyester thread. The leg bottoms are to be serged, turned up ½" and stitched down.

### Item 24: Pants - Auxiliary - Type B

Band Type: Auxiliary

Style: Pants

Fabric: Luxury Stretch Velvet

Shade: Black Description:

Elastic waistband. Each pair of pants must come in a range of sizes from Small to 5 extra large. The sizes are to be done to the nearest chart size. Each pair of pants are to come individually bagged and folded. Leg to be cleanly finished with a turn up and overstitch. Leg to be boot cut.

# Item 25: Tunics - Auxiliary - Type A

**Band Type**: Auxiliary

Fabric: Velvet

Description: Tunic with full-length sleeves, slight "V" neck and side slits at bottom of hem for movement. Right side is Maroon Stretch Velvet from center of "V" neck, to cover right chest to hip area and right sleeve. White Mystique Spandex to form sash insert from middle of "V" neck going left to where collar meets shoulder. Sash continues down to a point at right hip. White portion to be 3" wide at top to 1/2" wide at bottom. White portion of sash to be lined on both sides by Black Stretch Velvet from 1/2" to no larger than 3/8". Next to White sash a Gold sash inset in Gold Fantasy covering left shoulder, 4" wide from collar to sleeve down to right hip area ending 1" wide. (6) Gold bars 1/2" wide in Gold Mystique Spandex to cover Gold sash placed evenly over Gold sash. Left arm and bottom portion of tunic to be in Black Stretch Velvet. White trim on left chest to form an italicized letter "M". Slits for movement on both hips to be 6". Back to be Maroon Stretch Velvet with back center zipper. Tunic pattern must be adjusted personally to each student's measured chest, waist, seat, inseam, and backwaist length for custom fit. Due to varied body measurements within a group, standard chart sizes are not acceptable. All seams are to be 3/8" wide and serged with 4-thread serger using 100% polyester thread. The leg bottoms are to be serged, turned up ½" and stitched down.

### Item 26: Tunics - Auxiliary - Type B

Band Type: Auxiliary

Style: Tunic

Fabric: Stretch Velvet

Shade: Split

Description:

Tunic will be Black Stretch Velvet starting at the right shoulder and going diagonally to the underarm area on the left shoulder and left sleeve. Following the Black stretch Velvet is a flaring welt of Silver

### **Government Support Services**

Mystique from Right sleeve of Maroon Stretch Velvet. Maroon Stretch Velvet to start at right shoulder and flare to the left side. Following the Maroon Stretch Velvet is a flaring welt of Silver Myltique from right side flaring to left side. The bottom of the tunic is Black Stretch Velvet starting at right side at the hip and finishing just above the left knee. A small notch on the left side for movement. Tunic to slip over the wearers' head. Design will be on both the front and the back of the tunic.

## Item 27: Guard Tunics & Pants – Auxiliary – Type A

Band Type: Auxiliary

Style: Custom

Description: Tunic – Long Sleeves - Design on Front and Back. The right sleeve and right chest will be Red stretch Velvet. Starting to the left of the neckline, a curved triangle shaped insert of Metallic Silver Lycra that comes to a point on left front chest. The left chest and sleeve of Black stretchVelvet. Mock turtle neck of Black stretch velvet. Starting at left chest at point where top trim ends a special curved triangle shaped Silver Metallic Lycra ending at the bottom right side of bottom.. The bottom of the tunic will be Black Stretch velvet.. Back zipper. Female Pants Black Velvet pull on pants with dance legs.

# Item 28: Vest - Dance Team - Type A

**Band Type**: Auxiliary

Fabric: Sequin

**Description**: Solid sequin vest with full length back zipper closure, sleeveless and slight "V" neck. Vest to be waist length with a slight point in front bottom and straight across the back. Basic vest to be spring weave type sequins with the following trim details on the front. From wearer's left shoulder to lower right bottom an appliquéd wedge of Gold sequins that's approximately 3-1/2" at shoulder tapering to ½" wide at wearer's right bottom. This wedge is to be outlined on both sides with Black sequins. Additional trim on the Gold is 5 cross bars on the Gold of Maroon sequins. Butted to the Gold wedge a second wedge of White sequin edged Black. This wedge is approximately 2" at top and tapering to ½". On vest front, all sequins on wearers upper right that are above the appliqués to be Maroon. All sequins below the Gold wedge on the wearer's lower left are to be Black. Entire back of vest to be Maroon sequins.

# Item 29: Headgear w/ ornament - Marching - Type A

**Band Type**: Marching Band

Style: Flat Top Shako

**Fabric**: Top and bottom band of (color to be determined) Dacron Wool with (2) Color Sides.

**Visor**: (color to be determined) With Gold Mylar edge

**Ornament:** \*

**Chinstrap**: (color to be determined) with Gilt Buckle

### Government Support Services

**Trim:** \* Left side of front to left side button of (color to be determined) Dacron Wool. Balance of side of (color to be determined) Dacron Wool. 1-1/2" Gold Lahm welt - fused to prevent puckering - with slightly concave bottom separating the (2) colors. Welt edged across bottom with 1/4" 0121 (color to be determined) braid and across top with (2) adjacent rows of Braid. Top row 1/2" (color to be determined) and bottom row 1/8" (color to be determined).

#### **Description**:

Gilt Lyre with prong side buttons. #200 Gilt front chain attached to side buttons with chain hangers. Metal grommets. Chin strap hook in back.

### Item 30: Headgear w/ Ornament - Marching - Type B

**Band Type**: Marching Band

Style: Flat Top Shako from Castellane

Fabric: Top, sides and both bands of (color to be determined) Palamor

**Visor**: (color to be determined) with Gold Mylar edge

**Ornament**: Gilt (figure or character to be determined)

**Chinstrap**: Clear Plastic with Gilt Buckle

### **Description**:

Gilt Lyre with prong side buttons. #200 Gilt front chain attached to side buttons with chain hangers. Chin strap hook on the back. Metal grommets.

# Item 31: Headgear w/ Ornament – Marching - Type C

Band Type: Marching Band

Style: Vanguard Helmet from Castellane

Fabric: Chrome Plated

**Ornament: Nickel Plated Gloria** 

Chinstrap: Black with Nickel Buckle

#### **Description:**

Nickel Lyre with prong side buttons. #200 Nickel front chain attached to side buttons with chain hooks. Plume socket behind the ornament and hook on the back. Each shako to be individually boxed in a molded plastic carton with handles.

# Item 32: Headgear w/ Ornament – Band – Type A

Band Type: Band

Style: Flat Top, West Point Shako

**Government Support Services** 

Fabric: Top, Sides & Band of New Black Polyester.

Visor: Black

**Ornament:** Custom

**Chinstrap**: Black with nickel hardware

**Trim:** Silver Star Ornament with letters "P" in Red Mirror and "T" in Black Mirror set staggered on the ornament. Black shiny side buttons with prongs. #903 Silver Front Strap.

Each shako is individually boxed in a molded plastic carton made of high density polyethylene for maximum durability. Features include a comfort grip handle, interlocking/stackable design, feet for standing box upright, replaceable sure snap closure and maximized volume for packing headwear and plume.

# Item 33: Headgear w/ Ornament – Band – Type B

Band Type: Band

Style: Scoop Top, West Point Shako

Fabric: Top, Sides & Both Bands of New Black Polyester.

Visor: Black with Silver Mylar edge.

**Ornament:** Nickel Sunburst

**Chinstrap**: Black with nickel hardware

**Trim:** Silver Metallic braid to be placed on shako to mimic a side split. Inside edge of both bands edged with White cordedge. Nickel Lyre side buttons. #200 nickel front chain. Each shako is individually boxed in a molded plastic carton made of high density polyethylene for maximum durability. Features include a comfort grip handle, interlocking/stackable design, feet for standing box upright, replaceable sure snap closure and maximized volume for packing headwear and plume.

# Item 34: Headgear-Drum Majors - Type A

**Band Type**: Drum Major

**Style**: Vanguard Helmet from Castellane

Fabric: Hi-Gloss Black

**Ornament**: Nickel Plated Gloria

Chinstrap: Black with Nickel Buckle

#### Description:

Nickel Lyre with prong side buttons. #200 Nickel front chain attached to side buttons with chain hooks. Plume socket behind the ornament and hook on the back. Each shako to be

### **Government Support Services**

individually boxed in a molded plastic carton with handles.

# Item 35: Plumes - Marching - Type A

Band Type: Marching Band

Style: French Fountain

**Description**: 10" Black French Fountain with Gold Mylar Flecks throughout and Gilt cup. Ship in

tubes.

### Item 36: Plumes - Marching - Type B

Band Type: Marching Band

Style: French Phantom

**Description:** 18" Black French Phantom with Silver Mylar flecks. Nickel cup. Ship in tubes.

## Item 37: Plumes - Band - Type A

Band Type: Band

Style: Plumes - 10" Black Iridescent Millennium with Nickel Cup. Must ship with Plume Tubes

### Item 38: Plumes - Band - Type B

Band Type: Band

Style: Plumes - 10" White French Fountain with double Silver Mylar and Nickel Cup. Must ship with Plume

Tubes

### Item 39: Plumes - Band - Type C

Band Type: Band

Style: Plumes - 10" All Silver Mylar Fountain with Nickel Cup. Must ship in Plume Tubes.

# Item 40: Plumes- Drum Majors - Type A

Band Type: Drum Major

Style: Millenium Phantom

Color: Black Iridescent

**Description**: 18" Black Iridescent Millenium Phantom with Nickel cup.

# Item 41: Gauntlets - Marching - Type A

Band Type: Marching Band

Style: Special

**Fabric**: 55% Dacron 45% Wool 14-14-1/2 Oz

Shade: Single Shade, color to be determined

### **Description**:

Special: One size fits all. Sewn down half way from the top fastening. Bottom half to close with "L" shaped velcro. Set down 1/2" from top edge, 1" welt of (color to be determined Dacron Wool edged with 1/4" Gold Metallic 0G002 Braid. Gauntlets lined with Black Indestructible and fused on both plys with SP4007.

# Item 42 : Gauntlets - Marching - Type B

Band Type: Marching

**Style**: Special **Fabric**: Vinyl

Shade: Single shade, color to be determined

### **Description:**

Special: Special shaped gauntlets with curved top. One size fits all. Sewn down half-way from top. Vinyl (color to be determined) center. Tab of 7744-64850 to be secured with Velcro extending from colored portion ½" direct embroidered block letters (letters to be determined) in Gold Metallic down the tab. Lined with Black Indestructible.

# Item 43 : Gauntlets - Marching - Type C

Band Type: Marching Band

Style: Special

Fabric: Vinyl

Shade: Black

### **Government Support Services**

### **Description:**

Special: One size fits all. Sewn down half way from the top. Bottom portion to fasten with "L" shaped velcro. Bottom portion of Black Vinyl lined with Black Indest. Set down 1/2" from top edge, 1" Welt of 64850 Maroon Dacron Wool. Top wedge of Silver Checkerboard bound with 6607 Black Dacron Wool. Wedge lined with Black Indestructible.

### Item 44: Gauntlets - Band - Type A

Band Type: Band

Style: Custom

**Description**: Gauntlets - One size fits all. Sewn down half way from top. Right gauntlet of New Black Polyester. Left gauntlet of 6692 Dk Gray Polyester. Gauntlets lined with Black Indy. (1) 30/Nickel Half Ball button at outside corner on both gauntlets. L-shaped velcro closure.

# Item 45: Gauntlets - Drum Majors - Type A

Band Type: Drum Major

Style: B538 Special

Fabric: Vinyl

Shade: Black

#### Description:

Special: One size fits all. Sewn down half way from the top. Bottom portion to fasten with "L" shaped velcro. 36/Nickel Fine Rib button at top outside corner.

### Item 46: Garment Bags- (Marching, Drum Major & Auxiliary)

**Band Type**: Marching Band

Style: Vivace

**Fabric**: 210 Denier Nylon

Shade: Black

#### **Description:**

27" x 46" size, dual handles, vent grommet, identification window and (2) zippered accessory pockets. One color Silk Screen imprint of "School Logo".

## **Item 47: Hangers - Marching**

Style: Wishbone

**Description**: Black Plastic Wishbone hanger with pant bar.

# Item 48: Shako Boxes - Type A

Band Type: Marching Band and Drum Major

Style: Ashley

**Description**: Black shako box is injection molded of high-density polyethylene for maximum durability. Box features include and integrated comfort grip handle.

### Item 49: Shakos Box - Type B

Band Type: Band & Drum Major

Style: Vivace

**Description**: Box is a molded plastic carton made of high density polyethylene for maximum durability. Features include a comfort grip handle, interlocking/stackable design, feet for standing box upright, replaceable sure snap closure and maximized volume for packing headwear and plume.

### Item 50: Ornament - Type A

Band Type: Band, Auxiliary, & Drum Major

Style: Custom Pin On

**Description:** Pin On Star - Silver metal star ornament with safety pin back. Set in the center of the star, special style letters "PT" in mirrors. "P" is in red and "T" is in black.

# Item 51: Ornament – Type B

Band Type: Band, Auxiliary, & Drum Major

**Description:** 30/Nickel Fine Rib Buttons

# Item 52: Sh. Cords & Nests - Band - Type A

Band Type: Band

**Style:** Sh. Cords & Nests(Woven Air Force Style Cords with loops for attaching to coat. Nests must be full shoulder and have Mylar construction)

**Description:** Nest of 9123 White Polyester with Silver Metallic Cords and Silver Fringe. Set up 1/4" from the bottom, 3/4" welt of New Black Polyester with 3/8" Silver Metallic 0G003 braid superimposed through the center. "ST" logo on each nest 3" wide. Logo to be embroidered into nest direct. "ST" logo is solid embroidery with (4) color and stylized letters set on a Diamond shaped background.

#### EXACT SAMPLES ARE REQUIRED WITH THE BID OF THE FOLLOWING ITEMS:

Item 3 - Marching Band Coat - Type C

Item 4 - Band Coat - Type A

Item 9 - Marching Band Trousers - Type C

Item 10 - Band Trousers - Type A

Item 12 - Marching Band Baldric - Type A

Item 13 - Marching Band Baldric - Type B

Item 18 - Marching Vestee – Type A (fabric color of bidder's choice)

Item 33 - Headgear w/ Ornament - Band - Type A

Item 43 - Marching Band Gauntlets - Type C

#### STOCK SAMPLES ARE ACCEPTABLE FOR THE FOLLOWING ITEMS:

Item 23 - Auxiliary Pants

Item 25 - Auxiliary Tunic - Type A

Item 26 - Auxiliary Tunic - Type B

Item 35 - Plume

Item 46 - Garment Bag

Item 47 - Hanger

Item 48 - Shako Box

### NOTE: The above samples are required as part of proposal evaluation.

Subsequent to award, awarded vendors will be required to provide either actual fabric color swatches or an exact sample uniform component(s) constructed of the appropriate fabric colors for approval by the ordering agency prior to the ordering agency issuing a purchase order.

#### APPENDIX B GSS12644-BAND UNIF

#### MINIMUM MANDATORY SUBMISSION REQUIREMENTS

- Table of Contents clearly identifying the structure of the proposal and showing page numbers for each
  of the required components
- b) Brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services. The letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with Government Support Services
- c) One (1) paper copy of the bidder's proposal, marked as Master Copy, with all signatures being original.
- d) Seven (7) electronic copies of the bidder's proposal (submitted on CD or DVD media disk). These will be distributed to members of the proposal evaluation committee so should be labeled with at least the contract number and the name of the bidder.
  - If the <u>required band uniform management system</u> is being submitted as a document rather than an internet link it should appear as a separate file on the CD.
- e) One (1) complete, signed and notarized copy of the non-collusion agreement (see Attachment 2 above). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.**
- f) One (1) completed Exceptions form (see Attachment 3 above)
- g) Company Profile and Capabilities (see Attachment 4 above)
- h) One (1) completed Confidentiality and Proprietary Information form (see Attachment 5 above)
- i) One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 7 above) for each subcontractor <u>— if applicable.</u>
- i) Certification of Fabric (see Attachment 11 above)
- k) Bidder Information Form (see Attachment 12 above)
- 1) Deviation Form Signed by an officer of the company (see Attachmet 13 above)
- m) One (1) certificate of insurance for the insurance levels identified in this RFP
- n) Completed pricing sheet (Appendix C)
- o) Required uniform component samples as identified in Appendix A.

### APPENDIX C GSS12644-BAND\_UNIF

Appendix C is found on the accompanying Excel worksheet