



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 06-28-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0211 4070 GSD2200000011 1	Procurement Folder:	1034555
Document Name:	Open End Contract for Uniforms	Reason for Modification:	
Document Description:	Open End Contract for Uniforms	Award of CRFQ GSD2200000050	
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-09-19
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-09-18

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000040735 Rite Choice Uniforms, Inc 649 S. galvez St New Orleans LA 70119 US Vendor Contact Phone: 5048215353 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: James R Jones Requestor Phone: 304-352-5517 Requestor Email: james.r.jones@wv.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 103 MICHIGAN AVENUE CHARLESTON WV 25305 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION

DATE: *Tana Klee 6/28/2022*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM

DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION

DATE: *6/29/2022*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Open-End Contract (CMA)

The Vendor, Rite Choice Uniforms, Inc. of New Orleans, LA, agrees to enter this Open-End contract with the General Services Division for employee uniforms per the bid requirements, specifications, and terms and conditions, Addendum No. 1 dated 06/16/2022 and the Vendor's submitted and accepted bid dated 06/15/2022, incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	53102700			EA	24.500000
	Service From	Service To			

Commodity Line Description: Cargo Pant - Waist Size 28-42"**Extended Description:**

Cargo Pant - Waist Size 28-42"

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	53102700			EA	24.500000
	Service From	Service To			

Commodity Line Description: Cargo Pant - Waist Size 48-54" or greater**Extended Description:**

Cargo Pant - Waist Size 48-54" or greater

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	53102700			EA	16.000000
	Service From	Service To			

Commodity Line Description: Industrial Regular Fit Work Pant - Waist Size 28-42"**Extended Description:**

Industrial Regular Fit Work Pant - Waist Size 28-42"

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	53102700			EA	16.000000
	Service From	Service To			

Commodity Line Description: Industrial Regular Fit Work Pant - Waist Size 44-50"**Extended Description:**

Industrial Regular Fit Work Pant - Waist Size 44-50"

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	53102700			EA	17.500000
	Service From	Service To			

Commodity Line Description: Industrial Regular Fit Work Pant - Waist Size 52 - 60"**Extended Description:**

Industrial Regular Fit Work Pant - Waist Size 52 - 60"

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	53102700			EA	17.500000
	Service From	Service To			

Commodity Line Description: Industrial Regular Fit Work Pant - Waist Size 62-66"

Extended Description:

Industrial Regular Fit Work Pant - Waist Size 62-66"

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	53102700			EA	18.500000
	Service From	Service To			

Commodity Line Description: Industrial Elastic Waist Work Pant - Waist Size 30 - 42"

Extended Description:

Industrial Elastic Waist Work Pant - Waist Size 30 - 42"

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	53102700			EA	18.500000
	Service From	Service To			

Commodity Line Description: Ind. Elastic Waist Work Pant - Waist Size 44 -50" or greater

Extended Description:

Ind. Elastic Waist Work Pant - Waist Size 44 -50" or greater

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	53102700			EA	51.750000
	Service From	Service To			

Commodity Line Description: Flame Resistant Work Pant - Waist Size 30 - 40"

Extended Description:

Flame Resistant Work Pant - Waist Size 30 - 40"

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
10	53102700			EA	51.750000
	Service From	Service To			

Commodity Line Description: Flame Resistant Work Pant - Waist Size 42 - 46" or greater

Extended Description:

Flame Resistant Work Pant - Waist Size 42 - 46" or greater

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	53102700			EA	17.500000
	Service From	Service To			

Commodity Line Description: Women's Twill Work Pant Waist Size 4-16

Extended Description:

Women's Twill Work Pant Waist Size 4-16

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
12	53102700			EA	17.500000
	Service From	Service To			

Commodity Line Description: Women's Twill Work Pant Waist Size 18-20"

Extended Description:

Women's Twill Work Pant Waist Size 18-20

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
13	53102700			EA	17.500000
	Service From	Service To			

Commodity Line Description: Women's Twill Work Pant Waist Size 22-26

Extended Description:

Women's Twill Work Pant Waist Size 22-26

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
14	53102700			EA	15.000000
	Service From	Service To			

Commodity Line Description: Short Sleeve Industrial Work Shirt Size S - XL

Extended Description:

Short Sleeve Industrial Work Shirt Size S - XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
15	53102700			EA	15.000000
	Service From	Service To			

Commodity Line Description: Short Sleeve Industrial Work Shirt Size M - XL Long

Extended Description:

Short Sleeve Industrial Work Shirt Size M - XL Long

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
16	53102700			EA	15.000000
	Service From	Service To			

Commodity Line Description: Short Sleeve Industrial Work Shirt Size 2XL * 4XL

Extended Description:

Short Sleeve Industrial Work Shirt Size 2XL * 4XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
17	53102700			EA	15.000000
	Service From	Service To			

Commodity Line Description: Short Sleeve Industrial Work Shirt Size 2XL - 4XL Long

Extended Description:

Short Sleeve Industrial Work Shirt Size 2XL - 4XL Long

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
18	53102700			EA	25.000000
	Service From	Service To			

Commodity Line Description: Short Sleeve Industrial Work Shirt Size 5XL - 7XL

Extended Description:

Short Sleeve Industrial Work Shirt Size 5XL - 7XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
19	53102700			EA	25.000000
	Service From	Service To			

Commodity Line Description: Short Sleeve Industrial Work Shirt Size 5XL - 7XL Long

Extended Description:

Short Sleeve Industrial Work Shirt Size 5XL - 7XL Long

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
20	53102700			EA	16.500000
	Service From	Service To			

Commodity Line Description: Long Sleeve Industrial Work Shirt Size S - XL

Extended Description:

Long Sleeve Industrial Work Shirt Size S - XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
21	53102700			EA	16.500000
	Service From	Service To			

Commodity Line Description: Long Sleeve Industrial Work Shirt Size M - XL, Long

Extended Description:

Long Sleeve Industrial Work Shirt Size M - XL, Long

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
22	53102700			EA	16.500000
	Service From	Service To			

Commodity Line Description: Long Sleeve Industrial Work Shirt Size 2XL - 4XL

Extended Description:

Long Sleeve Industrial Work Shirt Size 2XL - 4XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
23	53102700			EA	16.500000
	Service From	Service To			

Commodity Line Description: Long Sleeve Industrial Work Shirt Size 2XL - 4XL, Long

Extended Description:

Long Sleeve Industrial Work Shirt Size 2XL - 4XL, Long

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
24	53102700			EA	27.000000
	Service From	Service To			

Commodity Line Description: Long Sleeve Industrial Work Shirt Size 5XL - 7XL

Extended Description:

Long Sleeve Industrial Work Shirt Size 5XL - 7XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
25	53102700			EA	27.000000
	Service From	Service To			

Commodity Line Description: Long Sleeve Industrial Work Shirt Size 5XL - 7XL, Long

Extended Description:

Long Sleeve Industrial Work Shirt Size 5XL - 7XL, Long

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
26	53102700			EA	50.000000
	Service From	Service To			

Commodity Line Description: Long Sleeve Flame Resistant Work Shirt Size S - XL

Extended Description:

Long Sleeve Flame Resistant Work Shirt Size S - XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
27	53102700			EA	50.000000
	Service From	Service To			

Commodity Line Description: Long Sleeve Flame Resistant Work Shirt Size 2XL - 3XL

Extended Description:

Long Sleeve Flame Resistant Work Shirt Size 2XL - 3XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
28	53102700			EA	50.000000
	Service From	Service To			

Commodity Line Description: Long Sleeve Flame Resistant Work Shirt Size M - 3XL Long

Extended Description:

Long Sleeve Flame Resistant Work Shirt Size M - 3XL Long

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
29	53102700			EA	16.000000
	Service From	Service To			

Commodity Line Description: Short Sleeve Pique Polo Shirt Size S - XL

Extended Description:

Short Sleeve Pique Polo Shirt Size S - XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
30	53102700			EA	17.750000
	Service From	Service To			

Commodity Line Description: Short Sleeve Pique Polo Shirt Size M-XL Long

Extended Description:
Short Sleeve Pique Polo Shirt Size M-XL Long

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
31	53102700			EA	17.750000
	Service From	Service To			

Commodity Line Description: Short Sleeve Pique Polo Shirt Size 2XL - 4XL

Extended Description:
Short Sleeve Pique Polo Shirt Size 2XL - 4XL

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
32	53102700			EA	19.950000
	Service From	Service To			

Commodity Line Description: Short Sleeve Pique Polo Shirt Size 2XL - 4 XL, Long

Extended Description:
Short Sleeve Pique Polo Shirt Size 2XL - 4 XL, Long

	Document Phase	Document Description	Page 8
GSD2200000011	Draft	Open End Contract for Uniforms	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☒ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Raymond V. Prizofolo Jr. President
(Printed Name and Title) RAYMOND V. PRIZOFOL, JR. President
(Address) 649 S. Galvez St. N.O. LA 70119
(Phone Number) / (Fax Number) 504-821-5353, 504-821-5354
(email address) raymond@brownsuniforms.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Rite Choice Uniforms, Inc
(Company)
Raymond V. Prizofolo Jr. President
(Authorized Signature) (Representative Name, Title)
Raymond V. Prizofolo Jr. President 6/15/22
(Printed Name and Title of Authorized Representative) (Date)
504-821-5353 504-821-5354
(Phone Number) (Fax Number)
raymond@brownsuniforms.com
(Email Address)

REQUEST FOR QUOTATION
Uniform Contract

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of General Services to establish an open-end contract for uniforms.

BACKGROUND: Agency personnel are predominately located in Charleston, WV. However, the successful vendor shall deliver uniform purchases for Agency personnel throughout the State of WV. The Agency currently has employees working in facilities in the West Virginia cities of Beckley, Clarksburg, Fairmont, Huntington, Logan, Parkersburg, Weirton, and Williamson, and may add employees in other West Virginia cities during the life of the contract. The Agency has approximately seventy-five (75) employees who would wear uniform items supplied by this contract; however, that number could change during the life of the contract to accommodate new hiring and employee turnover.

Employees are wearing Agency purchased uniform items, so the primary intent of this contract is to provide similar uniform items as they need replaced, or as new employees begin work for the Agency. Each line employee is usually assigned seven (7) pairs of pants and seven (7) shirts, in mixed combinations from the list of Contract items. Only Supervisors and Managers (approximately 10 employees) are permitted to be assigned the Short Sleeve Polo Shirts. This information is given only to give an approximate idea of the usage during the life of the contract.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 **“Contract Item” or “Contract Items”** means the list of uniform items identified in Section 3.1 below and on the pricing pages, as more fully described in these specifications.

2.2 **“Pricing Pages”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.

2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

3. **GENERAL REQUIREMENTS:**

3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements listed below.

3.1.1 **Cargo Pants**

3.1.1.1 Colors shall be navy, dark blue, black, and khaki. Pants shall be vat dyed.

3.1.1.2 Fabric shall be a minimum of 7.5 oz twill, made up of 65% Polyester and 35% Cotton.

3.1.1.3 Shall be bar tacked at all stress points.

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- 3.1.1.4 Zipper shall be heavy duty brass
- 3.1.1.5 Plain front, relaxed fit is desired
- 3.1.1.6 Shall have 2 rear pockets, flap closure desired
- 3.1.1.7 Shall have 2 cargo pockets, flap closures desired
- 3.1.1.8 Shall have banded waistband
- 3.1.1.9 Shall be available with waist sizes up to 54" (or greater)
- 3.1.1.10 Shall be sewn with high resistance thread

3.1.2 Industrial Regular Fit Work Pants

- 3.1.2.1 Colors shall be navy, dark blue, black, and khaki. Pants shall be vat dyed.
- 3.1.2.2 Fabric shall be a minimum of 7.5 oz. twill, made up of 65% Polyester and 35% Cotton
- 3.1.2.3 Shall have plain front and 2 rear pockets
- 3.1.2.4 Shall be bar tacked at all stress points
- 3.1.2.5 Zipper shall be heavy duty brass
- 3.1.2.6 7 wide belt loops are desired
- 3.1.2.7 Available waist size shall range from 28" (or lower) to 66" (or greater)
- 3.1.2.8 Shall be sewn with high resistance thread

3.1.3 Industrial Elastic Waist Work Pant

- 3.1.3.1 Colors shall be navy, dark blue, black, and khaki. Pants shall be vat dyed.
- 3.1.3.2 Fabric shall be a minimum of 7.5 oz. twill, made up of 65% Polyester and 35% Cotton.
- 3.1.3.3 Shall have plain front and 2 rear pockets
- 3.1.3.4 Shall be bar tacked at all stress points
- 3.1.3.5 Zipper shall be heavy duty brass
- 3.1.3.6 7 wide belt loops desired
- 3.1.3.7 Shall be sewn with high resistance thread
- 3.1.3.8 Available waist size shall range from 30" (or lower) to 50" (or greater)
- 3.1.3.9 Shall have side elastic inserts in waist
- 3.1.3.10 Shall be sewn with high resistance thread

3.1.4 Flame Resistant Work Pants

- 3.1.4.1 Colors shall be navy, dark blue, black, and khaki. Pants shall be vat dyed.
- 3.1.4.2 Flame Resistant Fabric shall have a minimum ARC Rating of 12.2 ATPV protection and must meet NFPA 70E Hazard Risk Category 2.
- 3.1.4.3 Must be NFPA 2112 Certified
- 3.1.4.4 Shall have two front pockets
- 3.1.4.5 Shall have two large back pockets
- 3.1.4.6 Shall have heavy duty brass zipper
- 3.1.4.7 Shall be sewn with high resistance thread

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3.1.4.8 Shall be available in waist sizes ranging from 30" (or lower) to 46" (or greater)

3.1.5 Women's Twill Work Pant

3.1.5.1 Colors shall be navy, dark blue, black, and khaki. Pants shall be vat dyed.

3.1.5.2 Fabric shall be a minimum of 7.5 oz. twill, made up of 65% Polyester and 35% Cotton

3.1.5.3 Shall have plain front and 2 rear pockets

3.1.5.4 Shall be bar tacked at all stress points

3.1.5.5 Zipper shall be heavy duty brass

3.1.5.6 5 belt loops desired

3.1.5.7 Shall be sewn with high resistance thread

3.1.5.8 Size shall range from 4 (or lower) to 26 (or greater)

3.1.6 Short Sleeve Industrial Work Shirt

3.1.6.1 Colors shall be check pattern in navy blue, gray, blue, black, red, green and wheat.

3.1.6.2 Fabric shall be a minimum 4.25 oz. Poplin, made of 65% Polyester and 35% Cotton

3.1.6.3 Shall have two chest pockets, one with pencil slot

3.1.6.4 Shall be bar tacked at all stress points

3.1.6.5 Shall be stain and wrinkle resistant

3.1.6.6 Shall have soil release finish

3.1.6.7 Shall have reinforced surged seams

3.1.6.8 Shall have reinforced stitching on buttons

3.1.6.9 Shall be sewn with high resistance thread

3.1.6.10 Standard size shall range from Small to 4XL (or greater) and include sizes 5XL to 7XL (see Section 3.5)

3.1.6.11 All sizes must be available in long lengths, as well as regular.

3.1.7 Long Sleeve Industrial Shirt

3.1.7.1 Colors shall be check pattern in navy blue, gray, blue, black, red, green and wheat.

3.1.7.2 Fabric shall be a minimum of 4.25 oz. Poplin, made of 65% Polyester and 35% Cotton

3.1.7.3 Shall have two chest pockets, one with pencil slot

3.1.7.4 Shall be bar tacked at all stress points

3.1.7.5 Shall be stain and wrinkle resistant

3.1.7.6 Shall have soil release finish

3.1.7.7 Shall have reinforced surged seams

3.1.7.8 Shall have reinforced stitching on the buttons

3.1.7.9 Shall be sewn with high resistance thread

3.1.7.10 Standard size shall range from Small to 4XL (or greater) but also include 5XL to 7 XL (See Section 3.5)

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3.1.7.11 All sizes must be available in long lengths, as well as regular

3.1.8 Long Sleeve Flame Resistant Work Shirt

3.1.8.1 Color shall be navy blue

3.1.8.2 Fabric shall be a minimum of 7 oz. 100% Cotton Twill

3.1.8.3 Shall have a two-piece lined collar

3.1.8.4 Shall have 7 button fronts

3.1.8.5 Shall have two buttons through flapped breast pockets

3.1.8.6 Shall have minimum Arc Rating 7.7 ATPV protection and must meet NFPA 70E Hazard Risk Category

3.1.8.7 Size shall range from Small to 4XL, and Medium to 4XL Long

3.1.9 Short Sleeve Pique Polo

3.1.9.1 Colors shall be navy blue, gray, blue, black, red, green and wheat.

3.1.9.2 Fabric shall be a minimum 6.5 oz pique made of 60% Cotton and 40% Polyester.

3.1.9.3 Shall have a soft rib-knit collar and cuffs

3.1.9.4 Classic 3 button placket

3.1.9.5 Shall have side vents for comfort

3.1.9.6 Must be machine wash and dry

3.1.9.7 Size shall range from Small to 4XL and Medium to 4XL Long

3.2 Embroidery

3.2.1 All uniform Work Shirts shall be embroidered as follows:

3.2.1.1 Division Name: GENERAL SERVICES (above left-breast pocket) on patch that is sewn on shirt.

3.2.1.2 Embroidery shall be in white colored thread and of a font no larger than one (1) inch in height on navy patch.

3.2.2 After award of the contract but prior to the issuance of the first delivery order, the Vendor shall meet with the Agency to determine the exact location, size, spelling, color, and font of the required embroidery. The Vendor should expect to provide the Agency with various options; their industry professional expertise on determining font sizes, colors, and styles; and assorted samples for reviews.

3.3 Alterations: When providing uniform items for employees with odd numbered waist measurements or sizes, Vendor will supply the next highest even numbered size and be responsible for altering the uniform items to match the employee's size. Standard alterations shall be done by the vendor at no additional charge to the Agency, including all hemming to insure appropriate inseam and/or sleeve lengths.

3.4 Large Sized Shirts: The Agency is requesting pricing for short and long-sleeved industrial work shirts in sizes 5XL to 7XL (in both regular length and long length) with the understanding that these shirts are not normally in a standard vendor's size offering. Vendor

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is required to provide these shirts, even if that means outsourcing to a different manufacturer than their standard line of uniform shirts, if necessary. Large sized shirts (5XL to 7XL, regular length and long length) may differ slightly in color than the industrial work shirts provided in the normal vendor's size offering, but color must be approved in advance of any order by the Agency (Vendor may be required to provide sample or sufficient documentation to evaluate color).

3.5 Start-up Procedure: Within ten (10) working days of the award of the contract, the Vendor will meet with the Agency to provide the Agency an ordering system for both male and female employees to include order forms, illustrated catalogs, instructions to employees on the ordering process, measuring procedures and special uniform orders. This system shall include procedures for returns and exchanges. The Vendor must provide at least one sizing kit, to include sample uniforms in enough quantity to be able to size all employees (exceptions may be made for the larger sized shirts and pants, if necessary). The Vendor must also provide a draft "Customer Sizing Form" in an editable format (the Agency may need to alter the form to include any necessary signoffs needed to approve orders by supervisors, etc.). During the life of the Contract, under special circumstances, the Vendor must allow for the Agency to bring employees to their facilities for sizing, discussion of complaints about the uniform items, etc.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Page: Vendor should complete the Pricing Page by providing a Unit Price for each item, then multiplying the bid Unit Price by the Estimated Quantity to calculate the Extended Price. All Extended Prices should then be added together to calculate the Total Bid. If submitting a bid electronically through wvOASIS, the calculation of Unit Price times Quantity (Qty) is done automatically. Vendor should complete the Pricing Pages in their entirety as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

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5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through online (preferred method), facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the pricing originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line. If the vendor provides an online ordering portal it must provide an online system where the agency can include internal tracking numbers, and an available system for online for tracking orders and order history. Agency will generate uniquely numbered Agency Delivery Orders to initiate uniform purchases. Each delivery order will include the uniform item, the quantity being ordered and the name of the employee for whom the items are being ordered and may include special instructions to the vendor. Delivery Orders may be for more than one employee.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

5.2.1 Invoices shall be submitted for payment (in arrears) and must include the following information:

5.2.2 Invoice must include invoice date, complete address of the vendor, Agency Delivery Order number and Centralized Master Agreement (CMA).

5.2.3 Itemized list of all items purchased including name of employee for whom they were purchased.

5.2.4 Invoices shall be emailed to the following address: GSDInvoices@wv.gov.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendors shall deliver standard orders within twenty-one (21) calendar days after orders are issued. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum quantity is met. All shipments must include an itemized packing slip which includes delivery order number, items purchased, and name of employee.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order and/or obtaining the items ordered from a third party.

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Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking fee. Vendor shall either make arrangements for the return within five (5) days of being notified that the items are unacceptable. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall be replaced, within 7 working days from the time the Agency notifies the Vendor. Agency will not pay for any items deemed not to be acceptable.

6.5 LIQUIDATED DAMAGES: Vendor shall be assessed Liquidated Damages in the amount of \$1.00 per day, per item, for which delivery is not achieved as indicated in 6.1. Liquidated Damages will be limited to the actual price of the item that is ordered (i.e. a shirt that is priced at \$18, if not delivered within 39 days of order, would be free of charge).

7. VENDOR DEFAULT:

7.1.The following shall be considered a vendor default under this Contract.

7.1.1. Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2. Failure to comply with other specifications and requirements contained herein.

7.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4. Failure to remedy deficient performance upon request.

7.2.The following remedies shall be available to Agency upon default.

7.2.1. Immediate cancellation of the Contract.

7.2.2. Immediate cancellation of one or more delivery orders issued under this Contract.

7.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION
Uniform Contract

8. MISCELLANEOUS:

- 8.1. No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2. Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3. Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Clothing

Proc Folder: 1034555

Doc Description: Open End Contract for Uniforms

Reason for Modification:

Addendum No. 1

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-06-16	2022-06-21 13:30	CRFQ 0211 GSD2200000050	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

SOLICITATION NUMBER: GSD2200000011

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To publish the response to vendor questions.

No other changes

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ GSD2200000050
Uniform Contract
Technical Questions and Responses

Q 1. Do you have any brands and style numbers available for the items listed on the request?

A 1. Agency will accept brands and styles that meet, or exceed, specification requirements.

Q.2. Do you have a color preference?

A.2. Colors are listed in section 3.1.1 through 3.1.9

Q.3. Any brands that are preferable?

A.3 See response to Q 1

Q.4. This would be a contract and we don't know how many items would be ordered at a time, correct?

A.4. The solicitation is for an open-end contract

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD2200000042

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Rite Choice Uniforms, Inc

Company

Raymond H. Hight

Authorized Signature

6/21/22

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Uniforms
Exhibit A - Pricing Page

Item No.	Description of item	Unit Price
A.	<u>Cargo pant (Spec. Section 3.1.1)</u>	
A1.	Waist Size 28"-42"	\$ 24.50
A2.	Waist Size 44"-54" (or greater)	\$ 24.50
B.	<u>Industrial Regular Fit Work Pant (Spec. Section 3.1.2)</u>	
B1.	Waist Size 28" (or lower)-42"	\$ 16.00
B2.	Waist Size 44"-50"	\$ 16.00
B3.	Waist Size 52"-60"	\$ 17.50
B4.	Waist Size 62"-66" (or greater)	\$ 17.50
C.	<u>Industrial Elastic Waist Work Pant (Spec. Section 3.1.3)</u>	
C1.	Waist Size 30" (or lower)-42"	\$ 18.50
C2.	Waist Size 44"-50" (or greater)	\$ 18.50
D.	<u>Flame Resistant Work Pant (Spec. Section 3.1.4)</u>	
D1.	Waist Size 30" (or lower)- 40"	\$ 51.75
D2.	Waist Size 42"-46" (or greater)	\$ 51.75
E.	<u>Women's Twill Work Pant (Spec. Section 3.1.5)</u>	
E1.	Size 4-16	\$ 17.50
E2.	Size 18 - 20	\$ 17.50
E3.	Size 22 - 26	\$ 17.50
F.	<u>Short Sleeve Industrial Work Shirt (Spec. Section 3.1.6)</u>	
F1.	Small- X Large	\$ 15.00
F2.	Medium Long-X Large Long	\$ 15.00
F3.	2XL-4XL	\$ 15.00
F4.	2XL Long-4XL Long	\$ 15.00
F5.	5XL - 7XL (see Spec. Section 3.5, et seq)	\$ 25.00
F6.	5XL - 7XL, Long (see Spec. Section 3.5, et seq)	\$ 25.00
G.	<u>Long Sleeve Industrial Work Shirt (Spec. Section 3.1.7)</u>	
G1.	Small- X Large	\$ 16.50
G2.	Medium Long-X Large Long	\$ 16.50
G3.	2XL-4XL	\$ 16.50
G4.	2XL Long-4XL Long	\$ 16.50
G5.	5XL - 7XL (see Spec. Section 3.5, et seq)	\$ 27.00
G6.	5XL - 7XL, Long (see Spec. Section 3.5, et seq)	\$ 27.00
H.	<u>Long Sleeve Flame Resistant Work Shirt (Section 3.1.8)</u>	
H1.	Small- X Large	\$ 50.00
H2.	2XL-3XL	\$ 50.00
H3.	Medium to 3XL, Long	\$ 50.00
I.	<u>Short Sleeve Pique Polo (Spec. Section 3.1.9)</u>	
I1.	Small- X Large	\$ 16.00
I2.	2XL-4XL	\$ 17.75
I3.	Medium - XL Long	\$ 17.75
I4.	2XL - 4XL Long	\$ 19.95
Total Bid (For Evaluation only):		

****The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No Future use of the contract or any individual items is guaranteed or implied.**