

REQUEST FOR QUOTATION
WVPA Uniform Contract

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Parkways Authority (WVPA) is soliciting bids to establish an open-end contract for Uniform Clothing Items.
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 **“ADO”** Agency Delivery Order is an order to the vendor authorizing quantities of commodities and/or services to be delivered all in accordance with the terms, conditions, and prices stipulated in the original open-end contract.
 - 2.2 **“Contract Item”** or **“Contract Items”** means the list of items identified in Section 3.1, below and in wvOASIS. Brand names are used for descriptive purposes only to indicate the level of quality and performance required.
 - 2.3 **“High quality”** and **“Industrial fabric”** means garments shall be constructed of durable fabric appropriate for industrial use. Fabric weight shall be consistent with industry standards for workwear and not lightweight or promotional-grade material.
 - 2.4 **“in.”** or the (”) symbol after a number means inches.
 - 2.5 **“Or Equal”** means a product that is equivalent in quality, performance, durability, material composition, design, and function to the specified brand or model. Any item offered as an “or equal” must meet or exceed all mandatory specifications outlined in this Solicitation. Brand names are used for descriptive purposes only to indicate the level of quality and performance required.
 - 2.6 **“oz”** means ounce as it pertains to the weight of fabric.
 - 2.7 **“High Visibility Yellow/Green (Hi-Vis Y/G)”** means a fluorescent yellow-green color that meets the visibility requirements of the current ANSI/ISEA 107 (latest edition) standard for high-visibility safety apparel. The material shall be designed to provide enhanced daytime visibility through fluorescence and nighttime/low-light visibility when combined with reflective striping.
 - 2.8 **“Solicitation”** means the official notice of an opportunity to supply the WVPA with goods or services that is published by the West Virginia Parkways Authority Purchasing Department.
 - 2.9 **“Suitable for Welders”** means garments constructed of 100% cotton or flame-resistant material appropriate for welding-related work and not constructed of synthetic

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materials that melt or drip when exposed to heat or sparks. WVPA does not represent that such garments are a substitute for required personal protective equipment.

2.10 “WVPA” or “Agency” means the West Virginia Parkways Authority.

3. GENERAL REQUIREMENTS:

3.1 Mandatory Contract Item Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. All shirts, jackets, sweaters, coveralls, and headwear shall have the WVPA logo embroidered in one color. Garments shall have the logo placed on the left chest area, positioned above the pocket when applicable, or in a consistent left chest location when no pocket is present. Headwear shall have the WVPA logo embroidered as follows: baseball caps shall have the logo placed on the left-center front panel and knit caps shall have the logo centered on the front cuff (fold). Embroidery shall be clean, legible, and professionally applied with no loose threads, distortion, or fraying. Logo to be provided by the WVPA. A sample logo must be approved by the Uniform Coordinators prior to ordering. Contract Items must meet or exceed the mandatory requirements as shown below.

The unit price bid for each Contract Item shall apply to all required sizes, including long, tall, extended, oversized, or specialty sizes listed in the specifications. WVPA shall not pay additional charges for larger, tall, or extended sizes.

All embroidery, logo application, setup, digitizing, and related costs shall be included in the unit price bid for each applicable Contract Item. WVPA shall not pay separate setup, digitizing, artwork, logo, or embroidery charges unless expressly identified in the Pricing Page and approved by WVPA in writing.

3.1.1 Sweatshirt

3.1.1.1 Must be 50/50 poly/cotton blend.

3.1.1.2 Color shall be available in Navy or Hi-Vis Y/G.

3.1.1.3 Must be available in Long/Tall.

3.1.1.4 Shall be available in S-5XL.

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3.1.2 Sweatshirt (Suitable for Welders)

3.1.2.1 Must be 100% cotton.

3.1.2.2 Must be suitable for welders.

3.1.2.3 Color shall be Navy.

3.1.2.4 Shall be available in S-5XL.

3.1.3 Sweatshirt Pullover

3.1.3.1 Must be 50/50 poly/cotton.

3.1.3.2 Must have hood and front muff pocket.

3.1.3.3 Color shall be available in Navy or Hi-Vis Y/G.

3.1.3.4 Must be available in Long/Tall.

3.1.3.5 Shall be available in S-5XL.

3.1.4 Full Zip Hooded Sweatshirt (Suitable for Welders)

3.1.4.1 Must be 100% cotton suitable for welders.

3.1.4.2 Must be full zip front closure with pockets.

3.1.4.3 Must have hood.

3.1.4.4 Color shall be Navy.

3.1.4.5 Shall be available in S-5XL.

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3.1.5 T-Shirt with Pocket (Suitable for Welders)

3.1.5.1 Must be high quality, shrink resistant.

3.1.5.2 Must be 100% cotton.

3.1.5.3 Must be short sleeve.

3.1.5.4 Must be suitable for welders.

3.1.5.5 Color shall be available in Navy.

3.1.5.6 Shall be available in S-5XL.

3.1.5.7 Must be available in Long/Tall.

3.1.6 T-Shirt with Pocket

3.1.6.1 Must be high quality, shrink resistant.

3.1.6.2 Must be 50/50 poly/cotton.

3.1.6.3 Must be short sleeve.

3.1.6.4 Color shall be Navy.

3.1.6.5 Shall be available in S-6XL.

3.1.6.6 Must be available in Long/Tall.

3.1.7 T-Shirt with Pocket (Hi-Vis Y/G)

3.1.7.1 Must be high quality, shrink resistant.

3.1.7.2 Must be 50/50 poly/cotton.

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3.1.7.3 Must be short sleeve.

3.1.7.4 Color shall be Hi-Vis Y/G.

3.1.7.5 Shall be available in S-5XL.

3.1.7.6 Must be available in Long/Tall.

3.1.8 Polo Style Shirt (Poly/Spandex Blend)

3.1.8.1 Must be heavy industrial fabric with soil release properties.

3.1.8.2 Must be poly-spandex blend.

3.1.8.3 Must be preshrunk.

3.1.8.4 Must be short sleeve.

3.1.8.5 Color shall be Navy.

3.1.8.6 Shall be available in S-5XL.

3.1.8.7 Must be available in Long/Tall.

3.1.9 Polo Style Shirt (Cotton)

3.1.9.1 Must be heavy industrial fabric with soil release properties.

3.1.9.2 Must be 100% cotton.

3.1.9.3 Must be preshrunk.

3.1.9.4 Must be short sleeve.

3.1.9.5 Color shall be Navy.

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3.1.9.6 Shall be available in S-5XL.

3.1.9.7 Must be available in Long/Tall.

3.1.10 Polo Style Shirt (Long Sleeve – Poly/Cotton)

3.1.10.1 Must be heavy industrial fabric with soil release properties.

3.1.10.2 Must be 50/50 poly/cotton.

3.1.10.3 Must be preshrunk.

3.1.10.4 Must be long sleeve.

3.1.10.5 Color shall be Navy.

3.1.10.6 Shall be available in S-5XL.

3.1.10.7 Must be available in Long/Tall.

3.1.11 Polo Style Shirt (Long Sleeve – Cotton)

3.1.11.1 Must be heavy industrial fabric with soil release properties.

3.1.11.2 Must be 100% cotton.

3.1.11.3 Must be preshrunk.

3.1.11.4 Must be long sleeve.

3.1.11.5 Color shall be Navy.

3.1.11.6 Shall be available in S-5XL.

3.1.11.7 Must be available in Long/Tall.

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3.1.12 Button-Up Work Shirt with Pocket

3.1.12.1 Must be wrinkle-free fabric with soil release properties.

3.1.12.2 Must be preshrunk.

3.1.12.3 Must be short sleeve.

3.1.12.4 Must have pocket.

3.1.12.5 Must be 65% poly/35% cotton.

3.1.12.6 Color shall be Navy.

3.1.12.7 Must be available in S-5XL.

3.1.12.8 Must be available in Long/Tall.

3.1.13 Button-Up Work Shirt with Pocket (Suitable for Welders)

3.1.13.1 Must be wrinkle-free fabric with soil release properties.

3.1.13.2 Must be 100% cotton.

3.1.13.3 Must be preshrunk.

3.1.13.4 Must be suitable for welders.

3.1.13.5 Must be short sleeve.

3.1.13.6 Color shall be Navy.

3.1.13.7 Must be available in S-5XL.

3.1.13.8 Must be available in Long/Tall.

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3.1.14 Button-Up Work Shirt with Pocket (Hi-Vis Y/G)

3.1.14.1 Must be 100% poly with soil release properties.

3.1.14.2 Must be preshrunk.

3.1.14.3 Must be short sleeve.

3.1.14.4 Color shall be Hi-Vis Y/G.

3.1.14.5 Must be available in S-5XL.

3.1.14.6 Must be available in Long/Tall.

3.1.15 Button-Up Work Shirt with Pocket (Long Sleeve)

3.1.15.1 Must be industrial fabric with soil release properties.

3.1.15.2 Must be 65% poly/35% cotton.

3.1.15.3 Must be preshrunk.

3.1.15.4 Must be long sleeve.

3.1.15.5 Color shall be Navy.

3.1.15.6 Must be available in S-5XL.

3.1.15.7 Must be available in Long/Tall.

3.1.16 Button-Up Work Shirt with Pocket (Suitable for Welders - Long Sleeve)

3.1.16.1 Must be wrinkle-resistant with soil release properties.

3.1.16.2 Must be 100% cotton.

3.1.16.3 Must be preshrunk.

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3.1.16.4 Must be suitable for welders.

3.1.16.5 Must be long sleeve.

3.1.16.6 Color shall be Navy.

3.1.16.7 Must be available in S-5XL.

3.1.16.8 Must be available in Long/Tall.

3.1.17 Button-Up Work Shirt with Pocket (Hi-Vis Y/G – Long Sleeve)

3.1.17.1 Must have soil release properties.

3.1.17.2 Must be 100% poly.

3.1.17.3 Must be preshrunk.

3.1.17.4 Must be long sleeve.

3.1.17.5 Color shall be Hi-Vis Y/G.

3.1.17.6 Must be available in S-5XL.

3.1.17.7 Must be available in Long/Tall.

3.1.18 Red Kap Work Pants or Equal

3.1.18.1 Must have flat front pockets.

3.1.18.2 Must be wrinkle- and shrink-resistant.

3.1.18.3 Must be 65% poly/35% cotton.

3.1.18.4 Color shall be Navy.

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3.1.18.5 Must be available in sizes 28"-56".

3.1.19 Red Kap Work Pants or Equal (Suitable for Welders)

3.1.19.1 Must have flat front pockets.

3.1.19.2 Must be wrinkle- and shrink-resistant.

3.1.19.3 Must be 100% cotton.

3.1.19.4 Must be suitable for welders.

3.1.19.5 Color shall be Navy.

3.1.19.6 Must be available in sizes 28"-56".

3.1.20 Red Kap Work Pants or Equal (With Reflective Striping)

3.1.20.1 Must have flat front pockets.

3.1.20.2 Must be wrinkle- and shrink-resistant.

3.1.20.3 Must be 65% poly/35% cotton.

3.1.20.4 Must have reflective striping around the knee and bottom of pants legs.

3.1.20.5 Color shall be Navy.

3.1.20.6 Must be available in sizes 28"-56".

3.1.21 Red Kap Denim Jeans or Equal

3.1.21.1 Must be Heavyweight Denim, cotton blend.

3.1.21.2 Must have straight legs for fitting over work boots.

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3.1.21.3 Must be heavyweight denim work jeans, straight leg, five-pocket or traditional workwear design, suitable for repeated industrial use.

3.1.21.4 Must be available in sizes 28"-56".

3.1.22 Red Kap Denim Jeans or Equal (With Reflective Striping)

3.1.22.1 Must be Heavyweight Denim, cotton blend.

3.1.22.2 Must have straight legs for fitting over work boots.

3.1.22.3 Must be heavyweight denim work jeans, straight leg, five-pocket or traditional workwear design, suitable for repeated industrial use

3.1.22.4 Must be available in sizes 28"-56".

3.1.22.5 Must have reflective striping around the knee and bottom of pants legs.

3.1.23 Coverall with Zip Closure and Pockets

3.1.23.1 Must be 65% poly/35% cotton.

3.1.23.2 Must be uninsulated.

3.1.23.3 Must be long sleeve.

3.1.23.4 Color shall be Navy.

3.1.23.5 Must be available in sizes S-5XL.

3.1.23.6 Must be available in short/regular/long.

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3.1.24 Coverall with Zip Closure and Pockets (Hi-Vis Y/G)

3.1.24.1 Must be 100% poly.

3.1.24.2 Must be uninsulated.

3.1.24.3 Must be long sleeve.

3.1.24.4 Color shall be Hi-Vis Y/G.

3.1.24.5 Garment shall meet ANSI/ISEA 107 Class 3 requirements.

3.1.24.6 Must be available in sizes S-5XL.

3.1.24.7 Must be available in short/regular/long.

3.1.25 Coverall with Zip Closures and Pockets (Suitable for Welders)

3.1.25.1 Must be 100% cotton.

3.1.25.2 Must be suitable for welders.

3.1.25.3 Must be long sleeve.

3.1.25.4 Must be uninsulated.

3.1.25.5 Color shall be Navy.

3.1.25.6 Must be available in S-5XL.

3.1.25.7 Must be available in short/regular/long.

3.1.26 Coverall Zip or Button Closure (Hi-Vis Y/G)

3.1.26.1 Must be 100% ANSI polyester shell.

3.1.26.2 Must be water resistant.

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3.1.26.3 Must be insulated.

3.1.26.4 Must be long sleeve.

3.1.26.5 Color shall be Hi-Vis Y/G.

3.1.26.6 Garment shall meet ANSI/ISEA 107 Class 3 requirements.

3.1.26.7 Must be available in S-5XL.

3.1.26.8 Must be available in short/regular/long.

3.1.27 Coverall Zip or Button Closure (Suitable for Welders)

3.1.27.1 Must be heavy weight 100% cotton.

3.1.27.2 Must be suitable for welders.

3.1.27.3 Must be water resistant.

3.1.27.4 Must be insulated.

3.1.27.5 Must be long sleeve.

3.1.27.6 Color shall be Navy.

3.1.27.7 Must be available in S-5XL.

3.1.27.8 Must be available in short/regular/long.

3.1.28 Bib Overall Heavy-Duty Suspender Zip Closure

3.1.28.1 Must be 100% ANSI polyester shell.

3.1.28.2 Color shall be Hi-Vis Y/G.

3.1.28.3 Must be available in sizes S-4XL.

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3.1.29 Bib Overall Adjustable Heavy-Duty Suspender Zip Closure (suitable for welders)

3.1.29.1 Must be heavy weight 100% cotton.

3.1.29.2 Must be suitable for welders.

3.1.29.3 Color shall be Navy.

3.1.29.4 Must be available in sizes S-5XL.

3.1.30 Jacket for Bib Overall Zip Closure (suitable for welders)

3.1.30.1 Must have a hood.

3.1.30.2 Must be cotton.

3.1.30.3 Must be suitable for welders.

3.1.30.4 Color shall be Navy.

3.1.30.5 Must be available in XS-5XL.

3.1.30.6 Must be available in regular and Long/Tall sizes.

3.1.31 Jacket for Bib Overall Zip Closure

3.1.31.1 Must have a hood.

3.1.31.2 Must be 100% ANSI polyester shell.

3.1.31.3 Color shall be Hi-Vis Y/G.

3.1.31.4 Garment shall meet ANSI/ISEA 107 Class 3 requirements.

3.1.31.5 Must be available in sizes S-5XL.

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3.1.32 Game Yukon 3-in-1 Jacket or Equal

3.1.32.1 Heavyweight durable taslan outer shell, wind and water resistant with quilted poly-fill lining.

3.1.32.2 Outer jacket shall be Navy/Charcoal and shall include a zip-out inner jacket.

3.1.32.3 Inner jacket Navy.

3.1.32.4 Must be available in S-5XL.

3.1.33 Rain Suit

3.1.33.1 Must be 2-piece.

3.1.33.2 Must have full zippered hood jacket with snapped storm flap.

3.1.33.3 Must be poly lined.

3.1.33.4 Must have drawstring waist pants.

3.1.33.5 Must have zippered legs.

3.1.33.6 Must be 100% polyester.

3.1.33.7 Color shall be Hi-Vis Y/G.

3.1.33.8 Garment shall meet ANSI/ISEA 107 Class 3 requirements.

3.1.33.9 Sizes shall be available in S-5XL.

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3.1.34 Water Resistant Jacket “Navigator” or Equal

3.1.34.1 Must have zip closures.

3.1.34.2 Must be water/wind resistant.

3.1.34.3 Must have reflective strips.

3.1.34.4 Color shall be Hi-Vis Y/G.

3.1.34.5 Garment shall meet ANSI/ISEA 107 Class 3 requirements.

3.1.34.6 Must be poly/nylon shell.

3.1.34.7 Sizes shall be S-5XL.

3.1.35 Contractor-Style Jacket (Hi-Vis Y/G)

3.1.35.1 Must have pile lining.

3.1.35.2 Velour type.

3.1.35.3 Must have zipper closures.

3.1.35.4 Must have front pockets.

3.1.35.5 Must be hooded.

3.1.35.6 Color shall be Hi-Vis Y/G.

3.1.35.7 Garment shall meet ANSI/ISEA 107 Class 3 requirements.

3.1.35.8 Must have reflective striping.

3.1.35.9 Sizes shall be S-4XL.

3.1.35.10 Must be available in regular and tall sizes.

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3.1.36 Contractor-Style Jacket (Navy w/Reflective Striping)

3.1.36.1 Must have pile lining.

3.1.36.2 Velour type.

3.1.36.3 Must have zipper closures.

3.1.36.4 Must have front pockets.

3.1.36.5 Must be hooded.

3.1.36.6 Color shall be Navy.

3.1.36.7 Must have reflective striping.

3.1.36.8 Sizes shall be S-4XL.

3.1.37 Contractor-Style Jacket (Navy)

3.1.37.1 Must have pile lining.

3.1.37.2 Velour type.

3.1.37.3 Must have zipper closure.

3.1.37.4 Must have front pockets.

3.1.37.5 Must be hooded.

3.1.37.6 Color shall be Navy.

3.1.37.7 Sizes shall be S-6XL.

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3.1.38 Carhartt 2-in-1 Hat or Equal

3.1.38.1 Shall be of convenient design to allow the mask to be neatly tucked into the hat when it's not needed.

3.1.38.2 Fabric shall be polyester fleece.

3.1.38.3 The color shall be Hi-Vis Y/G.

3.1.39 Port & Co Knit Cap (Toboggan-Navy)

3.1.39.1 Must be 100% acrylic.

3.1.39.2 3-inch folding cuff.

3.1.39.3 The West Virginia Parkways Authority logo centered on the fold.

3.1.39.4 Color shall be Navy.

3.1.40 Port & Co Knit Cap (Toboggan-Hi-Vis Y/G)

3.1.40.1 Must be 100% acrylic.

3.1.40.2 3-inch folding cuff.

3.1.40.3 The West Virginia Parkways Authority logo centered on the fold.

3.1.40.4 Color shall be Hi-Vis Y/G.

3.1.41 Cap Solid

3.1.41.1 6-panel.

3.1.41.2 Solid twill baseball cap.

3.1.41.3 Color shall be available in Navy, Black, and Gray.

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3.1.41.4 Must have WVPA logo on left-center panel of cap.

3.1.42 Cap Mesh

3.1.42.1 6-panel.

3.1.42.2 2 solid panels, 4 mesh panels baseball cap.

3.1.42.3 Color shall be available in Navy, Black, and Gray.

3.1.42.4 Must have WVPA logo on left-center panel of cap.

3.1.43 Cap Solid – Hi-Vis Y/G

3.1.43.1 6-panel.

3.1.43.2 Solid Poly baseball cap.

3.1.43.3 Color shall be Hi-Vis Y/G.

3.1.43.4 Must have WVPA logo on left-center panel of cap.

3.1.44 Cap Mesh – Hi-Vis Y/G

3.1.44.1 6-panel.

3.1.44.2 2 solid panels, 4 mesh panels baseball cap.

3.1.44.3 Color shall be Hi-Vis Y/G.

3.1.44.4 Must have WVPA logo on left-center panel of cap.

3.1.45 Windbreaker Jacket (Hi-Vis Y/G)

3.1.45.1 Must have nylon shell.

3.1.45.2 Must be cotton lined.

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3.1.45.3 Color shall be Hi-Vis Y/G.

3.1.45.4 Sizes shall be S-5XL.

3.1.46 Windbreaker Jacket (Navy w/Reflective Striping)

3.1.46.1 Must have nylon shell.

3.1.46.2 Must be cotton lined.

3.1.46.3 Color shall be Navy.

3.1.46.4 Sizes shall be S-5XL.

3.1.46.5 Must have reflective striping.

3.1.47 Windbreaker Jacket (Navy)

3.1.47.1 Must have nylon shell.

3.1.47.2 Must be cotton lined.

3.1.47.3 Color shall be Navy.

3.1.47.4 Sizes shall be S-6XL.

3.1.48 Button-up Oxford Shirt – Ladies SS

3.1.48.1 Must be 65% poly/35% cotton.

3.1.48.2 Must be short sleeve, with or without pockets.

3.1.48.3 Color shall be light blue.

3.1.48.4 Sizes shall be XS-5XL.

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3.1.49 Button-up Oxford Shirt – Ladies LS

3.1.49.1 Must be 65% poly/35% cotton.

3.1.49.2 Must be long sleeve, with or without pockets.

3.1.49.3 Color shall be light blue.

3.1.49.4 Sizes shall be XS-5XL.

3.1.50 Button-up Oxford Shirt – Men’s SS

3.1.50.1 Must be 65% poly/35% cotton.

3.1.50.2 Must be short sleeve, with or without pockets.

3.1.50.3 Color shall be light blue.

3.1.50.4 Sizes shall be S-6XL.

3.1.51 Button-up Oxford Shirt – Men’s LS

3.1.51.1 Must be 65% poly/35% cotton.

3.1.51.2 Must be long sleeve, with or without pocket.

3.1.51.3 Color shall be light blue.

3.1.51.4 Sizes shall be S-6XL.

3.1.52 Trouser/Pants – Ladies

3.1.52.1 Must be poly/cotton blend.

3.1.52.2 Color shall be Navy.

3.1.52.3 Shall be permanent press/wrinkle-resistant.

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3.1.52.4 SnugTex-style waistband or equal.

3.1.52.5 Professional fit.

3.1.52.6 Sizes shall be 2-56.

3.1.53 Trouser/Pants – Men’s

3.1.53.1 Must be poly/cotton blend.

3.1.53.2 Color shall be Navy.

3.1.53.3 Shall be permanent press/wrinkle-resistant.

3.1.53.4 SnugTex-style waistband or equal.

3.1.53.5 Professional fit.

3.1.53.6 Sizes shall be 29-64.

3.1.54 Skirt

3.1.54.1 Must be poly/cotton blend.

3.1.54.2 Color shall be Navy.

3.1.54.3 Must be wrinkle/tear resistant.

3.1.54.4 Must have two side pockets.

3.1.54.5 Must have zipper back.

3.1.54.6 Must have closed back – pleat.

3.1.54.7 Must come with or without belt loops.

3.1.54.8 Sizes shall be 4-30.

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3.1.55 Galls Three Season Duty Jacket or Equal

3.1.55.1 Must have shell and sleeve Lining: 100% Nylon.

3.1.55.2 Must be water resistant.

3.1.55.3 Color shall be Navy.

3.1.55.4 Body fleece lining and insulation: 100% Polyester.

3.1.55.5 Must have zip closures.

3.1.55.6 Must have pockets.

3.1.55.7 Must be available in S-6XL.

3.1.56 LawPro Parka or Equal

3.1.56.1 Must be 100% nylon outer shell with water-repellent and windproof finish.

3.1.56.2 Color shall be Navy.

3.1.56.3 Must have removable quilted hood with draw cord.

3.1.56.4 Must have full cut 34" parka length.

3.1.56.5 Must have two upper welt pockets on chest and two lower pockets with flaps.

3.1.56.6 Must be available in S-6XL.

3.1.57 Neese Lime Green 30" Rain Jacket or Equal

3.1.57.1 Must be Polyester/PVC outer.

3.1.57.2 Must be water-resistant.

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3.1.57.3 Must have snap front and sleeve closure.

3.1.57.4 Must have reflective striping around cuffs and back for high visibility.

3.1.57.5 Color shall be Hi-Vis Y/G.

3.1.57.6 Must be available in S-6XL.

3.1.58 Universal, Cooling Hat with Neck Shade Hat (Hi-Vis Y/G)

3.1.58.1 Must be Polyester.

3.1.58.2 Color shall be Hi-Vis Y/G.

3.1.58.3 Must include extended rear neck shade flap to provide sun protection for neck and ears.

3.1.58.4 Shall be adjustable or universal size to fit most users comfortably.

3.1.58.5 Must be machine washable and reusable.

3.1.58.6 Shall be evaporative cooling style hat designed to provide heat stress relief in hot weather conditions.

3.1.59 Two Line Brass Nameplate

3.1.59.1 Must be brass or gold-tone engraved plate.

3.1.59.2 Finish shall be polished.

3.1.59.3 Must be Approx. 2 3/8" x 1/2". Minor variations in dimensions are acceptable provided the overall appearance, readability, and professional profile are maintained.

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3.2 Samples

- 3.2.1** Vendors offering an “or equal” item shall identify the manufacturer, brand, model, style number, and written manufacturer specifications for each proposed “or equal” item with the bid. WVPA may require the apparent low responsive and responsible Vendor to provide physical samples of any proposed “or equal” item within five (5) business days after request. Failure to provide requested samples, or failure of a sample to meet the mandatory specifications, may result in rejection of the proposed item or the bid.
- 3.2.2** All samples must be the color requested in the specifications.
- 3.2.3** Samples must be delivered to 374 George St. Beckley, WV 25801.
- 3.2.4** Any deviations from the mandatory specifications must be submitted as a question by the question deadline to be considered. Responses to vendor questions shall be published as an addendum on wvOASIS.

4. CONTRACT AWARD:

Contract Award: The Contract is intended to provide WVPA with established unit prices for the Contract Items identified in this Solicitation and in wvOASIS.

The Contract shall be awarded to the Vendor that provides the Contract Item meeting the required specifications for the lowest overall total cost as shown on the Pricing Page. Vendor shall submit signed Agency terms and conditions with their bid. **Failure to submit complete required documentation may result in disqualification of the bid.**

- 4.1 Pricing Page:** Vendor shall complete the commodity lines in wvOASIS by submitting a price for each of the line items. Vendor shall complete the commodity lines in their entirety as failure to do so may result in Vendor’s bids being disqualified. **Vendors must bid on every item to be considered for award.** If a Vendor believes an item is unavailable or that a specification should be revised, the Vendor must submit a written question by the question deadline. Any approved clarification, substitution, or revision will be issued only by written addendum.

Vendors shall electronically enter the information into the commodity lines via wvOASIS.

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4.2 **Renewal:** This Contract may be renewed upon the mutual written consent of the WVPA, and the Vendor, with approval of the WVPA Purchasing Department.

4.3 **Renewal Price Adjustment:** A price adjustment may be requested only in connection with a Contract renewal and only upon mutual written agreement of WVPA and the Vendor. Any request for a price adjustment must be submitted in writing at least sixty (60) days prior to the renewal date and must include supporting documentation.

4.3.1 All Contract Items will be adjusted proportionally, upwards, or downwards, based on the percentage change from contract award to the most recent index rate available at the time of renewal submission on the Producer Price Index by Commodity: Textile Products and Apparel index at: <http://fred.stlouisfed.org/series/WPU03>. If for any reason the index is no longer available at the time of renewal, an equivalent textile index will be used.

EXAMPLE OF ADJUSTMENT:

- The January 2021 index rate was 151.300
- The January 2022 index rate was 174.218
- Contract Item 1 bid price was \$5.00/each (example only)

A 15.15% change in the Textile Products and Apparel index occurred between January 2021 and January 2022. Contract Item 1 will be adjusted proportionally to match the percentage change in the index – therefore would be increased by 15.15%. The contract price for this Contract Item during the renewal period would be adjusted from \$5.00 to \$5.76 for the remainder of the contract. The same calculation would be performed for all Contract Items proportionally.

WVPA reserves the right to approve, reject, or negotiate any requested price adjustment. No price adjustment shall be effective unless approved in writing by WVPA.

5. ORDERING AND PAYMENT:

5.1 Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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- 5.2 Invoices must be sent to the WVPA within 30 days of shipping.
- 5.3 Orders shall be invoiced after shipment and shall not require payment at the time the order is submitted.
- 5.4 Invoices must reference order numbers, delivery address, employee name, and Agency Delivery Order (ADO) on the invoice. Failure to reference the information could cause delay in payment.
- 5.5 Vendor shall accept orders through wvOASIS, regular mail, facsimile, email, or other written form of communication. Vendor shall also provide a secure online ordering portal or website. The website shall include a detailed graphic of each Contract Item and a written description. Vendor shall include in its bid a brief description of how WVPA may use the online ordering system. Vendor shall ensure the online ordering system is properly secured before processing WVPA orders online.
- 5.6 No minimum order quantity shall apply unless expressly stated in the Contract and approved by WVPA in writing.

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery:** Vendor shall deliver standard orders within 20 working days after orders are received unless otherwise approved by the Agency for custom or specialty items. Contract Items must be delivered to Agency at **374 George Street, Beckley, WV 25801.**
- 6.2 Late Delivery:** WVPA must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to WVPA operations will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
- 6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 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 charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. 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 either be replaced,

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or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.
- 6.6 Substitutions:** No substitutions shall be made without prior written approval from the WVPA.
- 6.7** If a Contract Item is discontinued during the Contract term, Vendor shall notify WVPA in writing and propose a replacement item that meets or exceeds the original specifications. No replacement or substitute item may be supplied unless approved in writing by WVPA.
- 6.8** Each order must be shipped **either** complete in one shipment **or**, if that is not possible, in partial shipments only with prior approval from the West Virginia Parkways Authority. Any back-ordered items shall be consolidated into a single follow-up shipment to the greatest extent practicable.

7. VENDOR DEFAULT:

- 7.1. Vendor Default.** 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.

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7.1.4. Failure to remedy deficient performance upon request.

7.2. **Remedies.** The following remedies shall be available to WVPA upon default.

7.2.1. Immediate cancellation of the Contract

7.2.2. Immediate cancellation of one or more Agency Delivery Orders issued under this Contract.

7.2.3. Procurement of substitute goods from another source, with Vendor responsible for any additional cost incurred by WVPA.

7.2.4. Any other remedies available in law or equity.