

Request for Bids	 <p style="text-align: center;">Marshall University Office of Purchasing One John Marshall Drive Huntington, WV 25755-4100</p> <p style="text-align: center;">Direct all inquiries regarding this order to: (304) 696-2823</p>	Bid# MU18UNIFORMS
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Vendor:	For information call: Purchasing Contact: Jill Burcham Phone: (304) 696-2823 burcham@marshall.edu and purchasing@marshall.edu
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Sealed requests to bid for furnishing the supplies, equipment or services described below will be received by the Institution. TO RECEIVE CONSIDERATION FOR AWARD, UNLESS OTHERWISE NOTED, THE BID WILL BE SUBMITTED ON THIS FORM AND UPLOADED INTO THE MU BONFIRE PORTAL ON OR BEFORE THE DATE AND TIME SHOWN FOR THE BID OPENING. When applicable, prices will be based on units specified; and Bidders will enter the delivery date or time for items contained herein. The Institution reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities and to contract as the best interests of the Institution may require. BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS AS SET FORTH HEREIN.

DATE 6/21/2017	MANDATORY BID MEETING 6/29/17 @ 10 a.m.	DEPARTMENT REQUISITION NO.	BIDS OPEN: 07/10/17 @ 3:00 p.m.	BIDDER MUST ENTER DELIVERY DATE FOR EACH ITEM BID
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Item #	Quantity	Description	Unit Price	Extended Price
REQUEST FOR BIDS Marshall University, on behalf of the Governing Board invites sealed bids to provide all Work, including but not limited to labor, material, supplies, and transportation for. UNIFORM RENTAL SERVICES PHYSICAL PLANT MARSHALL UNIVERSITY HUNTINGTON, WEST VIRGINIA All Bids must be submitted in accordance with the Request for Bids issued by Marshall University Office of Purchasing.				
Total				

To the Office of Purchasing,
 In compliance with the above, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date, specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ within _____ days

 FOB _____ After receipt of order at address shown
 Terms _____

Bidder's name Vendor _____
 Signed By _____
 Typed Name _____
 Title _____
 Email _____
 Street Address _____
 City/State/Zip _____
 Date _____ Phone _____
 Fein _____

INSTRUCTIONS TO BIDDERS

(purchases greater than \$25,000)

1. **BIDDER'S REPRESENTATIONS:** the bidder, by making a bid, represents that: (a) the bidder has read and understands the bidding documents, terms and conditions, and the Bid is made in accordance therewith; and (b) the bid is based upon the materials, equipment, systems, printing and/or services specified.
2. **QUALITY STANDARDS:** Brand names, when identified, include the standard of quality, performance or use desired. Unless otherwise noted, bids by bidders on equivalents may be considered, provided the bidder furnishes descriptive literature and other proof required by the Buyer. Samples, when required, must be furnished free of charge, including freight. In the event the Buyer elects to contract for a brand purported to be an equivalent by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgment of the Buyer, the item is determined not to be equivalent, the item will be returned at the Seller's expense and the contract terminated.
3. **SUBMISSION OF BIDS:** the bid, the bid security, if any and other documents required to be submitted with the bid shall be submitted as instructed. The submittal shall include the bid number, the bid opening time, and the bid opening date. Bids received after the time and date for the bid opening will be unaccepted. The bidder shall assume full responsibility for timely delivery.
4. **MODIFICATION OR WITHDRAWAL OF BIDS:** Prior to the time and date designated for receipt of bids, a bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder and shall be received prior to the designated time and date for receipt of bids. A modification shall be worded so as not to reveal the amount of the original bid.
5. **OPENING OF BIDS:** Bids shall be publicly opened and read aloud at the designated location for receipt of bids shortly after the time and date bids are due.
6. **REJECTION OF BIDS:** The Buyer shall have the right to reject any and all bids, in whole or part; to reject a bid not accompanied by a required bid security or other data required by the bidding documents; or reject a bid which is in any way incomplete or irregular.
7. **ACCEPTANCE OF BID (AWARD):** It is the intent of the Buyer to award a purchase order to the lowest responsible and responsive bidder provided the bid does not exceed the funds available. The Buyer shall have the right to waive informalities or irregularities in a bid received, and to accept the bid which, in the Buyer's judgment, is in the Buyer's own best interests. All bids are governed by the West Virginia Code and the Procedural Rules of the Governing Board having jurisdiction.
8. **VENDOR REGISTRATION:** Prior to any award for purchases exceeding \$25,000, the apparent successful bidder must be properly registered with the W. Va. Department of Administration, Purchasing Division, and have paid the required vendor registration fee.
9. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
10. **PAYMENTS AND INTEREST ON LATE PAYMENTS:** Payment may only be made after the delivery and acceptance of goods or services. Interest may be paid for late payment in accordance with the West Virginia Code.
11. **RESIDENT VENDOR PREFERENCE:** A resident vendor preference will be granted upon written request in accordance with the West Virginia Code.
12. **TAX EXEMPTION:** the State of West Virginia, the Governing Board and its institutions are exempt from Federal and State taxes and will not pay or reimburse such taxes.

A mandatory pre-bid meeting is scheduled for:

Time: 10:00 AM
 Date: June 29, 2017
 Place: Physical Plant
 Sorrell Maintenance Building, Second Floor
 Marshall University

All Bidders must attend the pre-bid meeting to familiarize themselves with the service requirements and other relevant information.

Sealed Bids shall be received by the Owner at the following location until 3:00 P.M. on July 10, 2017, in accordance with the Request for Bids. Bids shall be submitted into the Bonfire portal by the bid opening time and date. A courtesy copy shall be mailed or hand delivered to:

Marshall University Office of Purchasing
 Old Main - Room 125
 Marshall University
 One John Marshall Drive
 Huntington, West Virginia 25755-4100

Each Courtesy Copy Bid shall be enclosed in a sealed, self-addressed, opaque envelope plainly marked:

SEALED BID

Bid for:	Uniform Service – Physical Plant
File Number:	JB
Requisition Number:	MU18UNIFORMS
Time of Bid Opening:	3:00PM
Date of Bid Opening:	July 10, 2017

Each Bidder must be a registered vendor with the Purchasing Section of the Department of Administration. Bids will be rejected from any vendor not properly registered with the Purchasing Section prior to issuance of a Purchase Order.

**GENERAL TERMS AND CONDITIONS
FOR MARSHALL UNIVERSITY UNIFORM SERVICE
PHYSICAL PLANT AND OTHER ENTITIES**

General:

It is the intent of this specification to describe the minimum requirements for the purchase order agreement for Uniform Service for Marshall University's Physical Plant Department and other entities of Marshall University. All items shall be furnished by the successful bidder at the bid price and shall conform in the quality of material and workmanship to that usually provided by the practice indicated in this specification, including service and delivery requirements.

Award of Contract: Award will be made to the lowest responsible and responsive bidder who can comply with the specifications and delivery requirements.

Technical Requirements: Supply all information requested in the Invitation to Bid. Compliance is per item description. All exceptions or equivalencies must be fully explained or documented.

Brand Names: If articles have been identified in the bid by a Brand Name and model number, such reference is intended to be descriptive but not restrictive. It is for the sole purpose of indicating to the prospective bidder a description of articles that will be satisfactory. Other items of equal quality may be considered, however, vendor must provide sufficient documentation in order to evaluate alternate product.

Samples may be required. Marshall University Physical Plant Department reserves the right to determine what items will meet its needs.

Vendors are to label the literature with the item number as it relates to the bid. If your company is not bidding the product specified, you must submit a sample labeled with your company name, the bid item number and include it with your bid response. Literature must be included with your bid when bidding "equivalent" brands and for those items referenced only by description. Failure to do so will be cause for eliminating your company from further consideration and is cause for bid rejection.

Delivery: The price of the Uniform Services shall include delivery to Marshall University's Sorrell Maintenance Building and other locations.

Order Placement/Payment: Purchase Orders issued, as a result of this bid will be for uniforms to be delivered on an as-needed basis. The vendor's obligation to deliver on such purchase orders shall not take effect until the purchase orders are issued. Exact quantities cannot be determined. Quantities may be increased or decreased to meet the requirements of Marshall University during the period of this contract. A minimum is not guaranteed. In addition, the vendor will maintain a sufficient shelf stock to meet the needs of the university.

Inquiries: Inquiries regarding the bid and/or specifications must be directed to Jill Burcham, Contract Specialist at 304-696-2823.

I. Scope of Service

- A. Contractor Qualifications: The Contractor shall be able to demonstrate his ability to satisfactorily maintain and supply clothing.
- B. Uniform Service is to consist of furnishing new clothing, five (5) properly sized sets, for each employee in the department. The clothing must have the Marshall University Logo, Department, and Shop, and Employee's Name. The Marshall University logo shall be a patch or embroidered with colors, style, and type to match sample available from the spending unit. New clothing shall be promptly picked up and delivered every week as needed.
Approximate number of employees; **total may fluctuate:**
Physical Plant Department.....137 Employees (118/Male & 19/Female).
- C. Uniform vendor must measure and fit new clothing for all employees. Vendor shall replace worn garments with new clothing to employees once every year. Vendor shall replace worn garments with new clothing to Mechanics and Painters twice every year due to the nature of the trades. Only new clothing will be accepted by the spending unit. Used clothing is unacceptable. Spending unit considers regular wear and tear to be stains, grease, paint, and/or tears to be a normal part of maintenance department's workday. Delivery of uniform replacement is to be within two (2) weeks of placing an order. New clothing for a new employee will be expected within one (1) week of placing an order.
- D. Uniform Vendor must have a female available to measure the female employees and a male to measure the male employees. Uniform Vendor is to bring various sizes of uniforms on the day of measuring.
- E. Male uniforms will consist of pants and shirts.
Pants shall be 100% preshrunk cotton denim in regular fit, relaxed fit, loose fit, and industrial/carpenter fit in a dark stonewashed color and white, Levi Brand or equivalent. Spending Unit will determine equivalency. Some male employees will require white painter jeans, or spruce green 50/50 pants with a zipper and button front.
Shirts shall be polo style, both short and long sleeve must be available, in a polyester/cotton blend, 100% polyester or 100% polyester performance polo with Dri-Fit technology or approved equal with a ribbed knit collar with sleeves, a three-button front placket, and one (1) front pocket in color PMS354. Some male employees may require white polo shirts with the same specifications as previously mentioned. In addition, spruce green or white 50/50 button down shirts must be available in long and short sleeve. Also, for Managers/Supervisors men's oxfords in a 60/40 cotton/polyester blend with a button-down collar that is wrinkle resistant and has double-needle stitching for durability in Khaki and must be available in long and short sleeve.
- F. Female employee's uniforms shall consist of pants and smocks.
Pants shall be women's 100% preshrunk cotton denim in regular fit, relaxed fit, loose fit, slim straight leg, slim boot cut and in addition, an all-elastic waist without a zipper and button need to be included in a dark stonewashed color, Levi Brand, or equivalent.

Smocks shall be short sleeves, button front with two (2) front pockets in 80% polyester and 20% cotton in Color PMS354.

Also, for Managers/Supervisors, smocks with the above specifications must be available in Khaki.

- G. Uniform Vendor must supply the spending unit with a rental/lease option and cost per each item. Oversized items must be defined and priced per item.
- H. Samples of each garment must be supplied.
Once contract has been awarded the selected vendor must supply the garments that were shown as examples. No substitutions will be accepted without prior approval from the Physical Plant.
- I. Please see Exhibit “A” for Uniforms that Marshall University is currently using

LIFE OF CONTRACT PAGE

LIFE OF CONTRACT: This contract becomes effective on July 15, 2017 and extends to June 30, 2018 or until such reasonable time thereafter as is necessary to obtain a new contract. Such "reasonable time" shall not exceed twelve (12) months upon expiration of one (1) year from the effective date of this contract by giving the Director of Purchasing thirty (30) days written notice.

RENEWAL: This contract may be renewed upon mutual written consent, submitted to the Director of Purchasing thirty (30) days prior to the date of expiration. Such renewal shall be in accordance with the terms and conditions of the original contract and shall be limited to four (4) successive one (1) year periods.

CANCELLATION: The Director of Purchasing reserves the right to cancel this contract immediately upon written notice to the vendor if the commodities or services supplied are of an inferior quality or do not conform to the specifications of the bid and contract herein.

OPEN MARKET CLAUSE: The Director of Purchasing may authorize a spending unit to purchase in the open market, without the filing of a requisition or cost estimate, items specified on this contract for immediate delivery in emergencies due to unforeseen causes (including but not limited to delays in transportation or an unanticipated increase in the volume of work).

TIME: Time consumed in delivery or performance is of the essence.

ORDERING PROCEDURE: Departments shall submit a requisition for commodities covered by this contract to the Purchasing office. Purchasing will then issue a purchase order to the vendor as authorization for shipment. If the vendor accepts credit cards, purchases may also be made using the P-card up to the established transaction limit for the department.

FUNDING PARAGRAPH: Service performed under this contract is to be continued in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this service. In the event funds are not appropriated for these services, this contract becomes of no effect and is null and void after June 30.

INTEREST: Should this contract include a provision for interest on late payments, the agency agrees to pay the maximum legal rate under West Virginia Law. All other references to interest charges are deleted.

CONTRACT PRICING: Unless otherwise allowed by the Director of Purchasing, price increases will be approved only at the beginning of each renewal period. All adjustments will be made in dollars, not per cent. Requests for price increases must be received in writing by the Director at least thirty (30) days in advance of the effective date. Vendors may add products throughout the term of this contract when it is in the best interest of the University. The Director at Marshall University will determine which products will be added. Price decreases will be "passed through" to Marshall University.

Purchase Order - TERMS AND CONDITIONS

1. ACCEPTANCE: Seller shall be bound by this Order and its terms and conditions upon receipt of this Order. This Order expressly limits acceptance to the terms and conditions stated herein. Additional or different terms proposed by the Seller are *objected* to and are hereby rejected, unless otherwise provided for in writing by the Buyer and approved by the Attorney General.
2. APPLICABLE LAW: The laws of the State of West Virginia and the Procedural Rules of the Governing Board having jurisdiction shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. ASSIGNMENT: Neither this Order nor any monies due, or to become due hereunder, may be assigned by the Seller without the Buyer's consent.
4. BUYER: For the purposes of These Terms and Conditions, the "Buyer" means the institution purchasing goods and services for which a Purchase Order has been lawfully issued to the Seller.
5. CANCELLATION: The Buyer may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
6. COMPLIANCE: Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor, if applicable.
7. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Buyer, 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.
8. DELIVERY: For exceptions to the delivery date as specified In the Order, the Seller shall give prior notification and obtain the approval of the Buyer. Time is of the essence of this Order and it is subject to termination by the Buyer for failure to deliver on time.
9. DISPUTES: Disputes arising out of the agreement shall be submitted to the West Virginia Court of Claims.
10. HOLD HARMLESS: The Buyer will not agree to hold the Seller or any other party harmless because such agreement is not consistent with state law.
11. MODIFICATIONS: This writing is the parties' final expression of Intent. No modification of this Order shall be binding unless agreed to in writing by the Buyer.
12. NON-FUNDING: All services performed or goods delivered under this Purchase Order/Contract are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
13. ORDER NUMBERS: Contract Order numbers or Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, Invoices and correspondence.
14. PAYMENT& AND INTEREST ON LATE PAYMENTS: Payments may only be made after the delivery of goods or services. Any provision for interest or charges on late payments is deleted.
15. RENEWAL: The contract may be renewed only upon mutual written agreement of the parties.
16. REJECTION: All goods or materials purchased herein are subject to approval of The Buyer. Any rejection of goods or materials resulting in nonconformity to the terms, conditions or specifications of this Order, whether held by the Buyer or returned to the Seller, will be at the Seller's risk and expense.
17. SELLER: For the purposes of these Terms and Conditions, the "Seller" means the vendor whose quotation, bid, proposal or expression of Interest has been accepted and has received a lawfully Issued Purchase Order from the Buyer.

18. SHIPPING, PACKING, BILLING & PRICING: Unless otherwise stated, all goods are to be shipped prepaid, FOB destination. No charges will be allowed for special handling, packing, wrapping, bags, containers, etc., unless otherwise specified. All goods or services shall be shipped on or before the date specified in this Order. Prices are those that are stated in this Order. No price Increase will be accepted without written authority from the Buyer.
19. TAXES: The state of West Virginia (the Buyer) is exempt from Federal and State taxes and will not pay or reimburse such taxes.
20. TERMINATION: In the-event of a breach by the Seller of any of the provisions of this contract, the Buyer reserves the right to cancel and terminate this 'contract forthwith upon giving written notice to the Seller. The Seller shall be liable for damages suffered by the Buyer resulting from the Sellers breach of contract.
21. WARRANTY: The seller expressly warrants that the goods and/or services covered by this Order will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose Intended; (c) be free and clear of all liens, claims and encumbrances of any kind; and/or (d) be free from defect in material and workmanship.

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** – Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** – Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** – The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** – Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor.
5. **PAYMENT** – Any reference to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** – Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** – Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.
8. **FISCAL YEAR FUNDING** – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** – Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **FEES OR COSTS** – The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** – Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** – The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** – Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** – Any references to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** – Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
18. **RIGHT TO NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** – Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** – All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.
22. **DELIVERY** – All deliveries under the agreement will be FOB destination unless otherwise stated in the State's original solicitation. Any contrary delivery terms are hereby deleted.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Proposal	File Type: PDF (.pdf)	Multiple	Required	
MU18UNIFORMS (BT-34LU)	BidTable: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this BidTable. The Response Template can be downloaded from the project listing on the Bonfire portal.

Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.
Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested BidTables:

The BidTable Response Templates can be obtained at <https://marshall.bonfirehub.com/opportunities/3933>.
Please note that BidTables may take a significant amount of time to prepare.

2. Upload your submission at:

<https://marshall.bonfirehub.com/opportunities/3933>

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of Jul 10, 2017 3:00 PM EDT. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

Each item of Requested Information will only be visible after the Closing Time.
Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Marshall University uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

BID TABLE EXAMPLE – FILL IN ON BONFIRE

MU18UNIFORMS (BT-34LU)

Instructions

- Fill in your contact information below.
- When pasting content, please use Paste Special as Text without any formatting.
- Please do not change the structure of any of the worksheets. Changing the structure will invalidate your submission.
- Any additional information outside of the given structure of the worksheets will not be visible to the purchaser.
- Please do not save this file in a different format. Saving this file in a different format will invalidate your submission.
- Please follow the instructions provided along with this file to submit it back to Bonfire.
- If you decide to bid on an item, then you must select `Bid` in the `Bid/No Bid Decision` column and all of the other editable cells for the item must contain a valid value.
- If you decide not to bid on an item, then you must select `No Bid` in the `Bid/No Bid Decision` column and all of the other editable cells for the item must be blank.
- If you decide to submit an alternate response for an item, then you must also complete a primary response bid for that item.
- By default, every item has `Bid` selected for the `Bid/No Bid Decision` column.
- Please do not use Excel formulas in your responses.
- If you have any questions regarding the content of this file, please contact the appropriate purchaser.
- If you have any technical problems, please contact Bonfire at Support@GoBonfire.com.

Contact Information

Organization Name	
First Name	
Last Name	
Email	

Primary Responses **BID TABLE EXAMPLE – FILL IN ON BONFIRE**

Vendor's Response

#	Item Name	Months	Quantity Required	Brand - Description	Unit Price	Total Cost
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Male Uniforms Pants 100% Preshrunk Cotton Denim; Levi Brand or equivalent

#1-1	Regular Fit dark stonewashed	12	118			-
#1-2	Relaxed Fit dark stonewashed	12	118			-
#1-3	Loose Fit dark stonewashed	12	118			-
#1-4	Industrial/Carpenter Fit dark stonewashed	12	118			-
#1-5	Industrial/Carpenter Fit White	12	118			-
#1-6	50/50 White Pants, zipper and button front	12	118			-
#1-7	50/50 Spruce Green pants, zipper and button front	12	118			-

Male Uniforms-Shirts Polo Style Shirt in a 50/50 polyester/cotton blend with a ribbed knit collar with sleeves, a three-button front placket and one front pocket in color PM354 and in white

#2-1	Short Sleeve PM354	12	118			-
#2-2	Short Sleeve White	12	118			-
#2-3	Long Sleeve PM354	12	118			-
#2-4	Long Sleeve White	12	118			-

Male Uniforms Polo Style Shirt in 100% Soft Hand Polyester with a ribbed knit collar with sleeves, a three-button front placket and one front pocket in color PM354 and in white

#3-1	Short Sleeve PM354	12	118			-
#3-2	Short Sleeve White	12	118			-
#3-3	Long Sleeve PM354	12	118			-
#3-4	Long Sleeve White	12	118			-

Male Uniforms Polo Style Shirt in a 100 % polyester, Dri-Fit technology or approved equal, with ribbed collar with sleeves, a three-button front placket and one front pocket in color PM354 and in white

#4-1	Short Sleeve PM354	12	118			-
#4-2	Short Sleeve White	12	118			-
#4-3	Long Sleeve PM354	12	118			-
#4-4	Long Sleeve White	12	118			-

Male Uniform 50/50 Button down shirts in spruce green and also in white.

#5-1	50/50 Button down shirts in spruce green	12	118			-
#5-2	50/50 Button down shirts in white.	12	118			-

Male Uniforms Men's Oxford Shirt, 60/40 cotton/polyester blend with a button down collar that is wrinkle resistant with double-needle stitching for durability in Khaki

#6-1	Short Sleeve Khaki	12	118				-
#6-2	Long Sleeve Khaki	12	118				-

Female Uniforms Pants 100% preshrunk cotton denim, in a stonewashed color, all elastic waist without a zipper

#7-1	Pants 100% preshrunk cotton denim, in a stonewashed color, all elastic waist without a zipper	12	19				-
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Female Uniforms 100% Preshrunk Cotton Denim, in two colors (a dark stonewashed and white); Levi Brand or equivalent

#8-1	Slim Straight Leg dark stonewashed	12	19				-
#8-2	Slim Boot Cut dark stonewashed	12	19				-
#8-3	Regular Fit dark stonewashed	12	19				-
#8-4	50/50 White Pants, zipper and button front	12	19				-
#8-5	50/50 Spruce Green pants, zipper and button front	12	19				-
#8-6	50/50 Dark Stonewashed Pants, Zipper and Button	12	19				-
#8-7	Scrub Pant Color PM354	12	19				-

Female Uniforms Smocks Short sleeve, button front with two (2) front pockets in 80% polyester and 20% cotton in color PMS354.

#9-1	Smocks in color PMS354	12	19				-
#9-2	Smocks in Khaki for Managers/Supervisors	12	19				-

VENDOR PREFERENCE CERTIFICATE

Certification and application is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

1. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;
- Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

2. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

3. Application is made for 2.5% vendor preference for the reason checked:

- Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; **or**,

4. Application is made for 5% vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.

- Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: _____ Signed: _____

Date: _____ Title: _____

**Check any combination of preference consideration(s) indicated above, which you are entitled to receive.*

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

“Debt” means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

“Employer default” means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

“Related party” means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

STATE OF WEST VIRGINIA - PURCHASING DIVISION**VENDOR REGISTRATION AND DISCLOSURE STATEMENT
AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS
CERTIFICATION APPLICATION**

Before a vendor is eligible to sell goods and/or services to the State of West Virginia, the **West Virginia Code** §5A-3-12 requires all vendors to have on file with the West Virginia Purchasing Division a completed Vendor Registration and Disclosure Statement. All vendors wishing to participate in the competitive bid process and receive purchase orders from the State of West Virginia exceeding \$2,500 in aggregate across all state agencies are required to complete the Vendor Registration and Disclosure Statement (WV-1 form) and pay a **\$125.00** annual fee. Payment of the annual fee includes email notifications on bid opportunities based on the commodities and services selected upon registering in the Vendor Self-Service (VSS) portal at **wvOASIS.gov**. Please complete this form in its **ENTIRETY** and return it with a check or money order made payable to the **STATE OF WEST VIRGINIA** in the amount of **\$125.00**. Incomplete forms will not be processed and will be returned to the vendor. Please send completed form and payment to:

Purchasing Division - Vendor Registration
2019 Washington Street East
Charleston, WV 25305-0130

Whenever a change occurs in the information submitted, such change shall be reported immediately in the same manner as required in the original disclosure statement (**West Virginia Code** §5A-3-12). Vendors doing business with the State of West Virginia are expected to abide by the **Vendor Code of Conduct** available online at **www.state.wv.us/admin/purchase/vrc/vendorconduct.pdf**.

Privacy Notice: The Purchasing Division is required to collect certain information as stated in **West Virginia Code** §5A-3-12, other applicable sections of the **West Virginia Code**, the Vendor Registration and Disclosure Statement forms, and other documents to facilitate the state bidding and contract administration processes. This information is stored in a secure environment, but unless specifically protected under state law, any information provided may be inspected by or disclosed to the public.

Vendors are also required to 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 other state agencies or political subdivisions. Failure to do so may result in delay of or disqualification from a contract award pursuant to **West Virginia Code of State Rules** §148-1-6.1.7.

Should you need additional information relating to vendor registration, please visit **www.state.wv.us/admin/purchase/VendorReg.html**. Questions concerning this Vendor Registration and Disclosure Statement may be directed to the Purchasing Division at (304) 558-2311.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION To Be Completed by the Vendor and Returned to the Purchasing Division

1. Legal Name of Company/Individual _____

Bidding Address _____

Ordering Address _____

Payment Address _____

City, State, Zip _____

Telephone Number _____ Fax Number _____

Principle Contact Person _____ E-mail _____

Contact's Telephone Number _____ Contact's Fax Number _____

DBA, if any _____

Bidding Address _____

Ordering Address _____

Payment Address _____

City, State, Zip _____

Telephone Number _____ Fax Number _____

Principle Contact Person _____ E-mail _____

Contact's Telephone Number _____ Contact's Fax Number _____

2. Vendor Tax Classification:

- Individual, Sole Proprietor, Partnership, Corporation, Board Member, Trust, Estate, Government, Medical Corporation, Attorney Corporation, Non-Profit Organization, Payroll, Employee

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

3. Taxpayer Identification Number (TIN): If you have an Identification Number, enter it below. All partnerships, corporations, or companies with employees must have an EIN.

EIN

If you do not have a EIN, please enter Social Security number (SSN), Individual Taxpayer Identification Number (ITIN) or Adoptive Identification Number (ATIN) and check the correct below.

- (SSN , ITIN , ATIN)

4. (A) Small, Women-Owned, Minority-Owned Businesses

West Virginia Code §5A-3-59 establishes a procurement certification program in West Virginia for small, women-, and minority-owned businesses. Requirements related to the certification program are provided in the **West Virginia Code of State Rules** §148-2-1 et seq. Note that this certification provides nonresident vendors preference that is equivalent to competing resident (West Virginia) vendors that have applied for resident vendor preference, in accordance with **West Virginia Code** §5A-3-37. This certification may assist resident small, women-, and minority-owned businesses when soliciting business in other states. If you are renewing your two-year SWAM business certification status, please indicate the appropriate designation below.

Certification of Status (*Check all those which apply*)

- Minority-owned Business** [1] means a business concern that is at least fifty-one percent owned by one or more minority individuals or in the case of a corporation, partnership, or limited liability company or other entity, at least fifty-one percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.
 - A “minority individual” means an individual who is a citizen of the United States or a noncitizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:
 - **African American** means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
 - **Asian American** means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands, including, but not limited to, Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
 - **Hispanic American** means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
 - **Native American** means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

- Small Business** [2] means a business, independently owned or operated by one or more persons who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, which, together with affiliates, has two hundred fifty or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Women-owned Business** [3] means a business concern that is at least fifty-one percent owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least fifty-one percent of the equity ownership interest is owned by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or noncitizens who are in full compliance with United States immigration law.

(B) Other Federal Designations

Additionally, by providing the following information, I represent that this enterprise is a small business as defined by the **Code of Federal Regulations**, Title 13, Part 121, as appended - which contains detailed industry definitions and related procedures - and/or the characteristics of the enterprise's control, operation and/or ownership are accurately reflected in the information provided. *Check all that apply.*

- Disabled Small Business Ownership [4]
- Veteran Small Business Ownership [5]

5. Commodity Codes: You may register for commodity codes for the products and services that you offer, which will provide you with bid opportunity alerts and notifications should you become a paid registered vendor. To perform this function, visit the Vendor Self-Service (VSS) Portal at **wvOASIS.gov**.

6. List the name, title, city and state of residence for all owners/officers. If the vendor is an **individual**, list his or her name and city and state of residence, and, if he or she has associates or partners sharing in his or her business, list their names and city and state of residence. If the vendor is a **firm**, list the name and city and state of residence of each member, partner or associate of the firm. If the vendor is a **corporation** created under the laws of this state or authorized to do business in this state, list the names and city and state of residence of the president, vice president, secretary, treasurer and general manager, if any, of the corporation; and the names and city and state of residence of each stockholder of the corporation owning or holding at least ten percent of the capital stock thereof. Attach an additional sheet if space is needed.

Name	Position	City and State of Residence

If the vendor has only one owner/officer, list the name, position, and city and state of residence above and please initial here: _____

VENDOR REGISTRATION AND DISCLOSURE STATEMENT AND SMALL, WOMEN-, AND MINORITY-OWNED BUSINESS CERTIFICATION APPLICATION

PLEASE TYPE OR CLEARLY PRINT ALL INFORMATION
To Be Completed by the Vendor and Returned to the Purchasing Division

7. List the name and telephone number of one or more banking institutions to serve as reference for the vendor.

8. What is the latest Dun & Bradstreet number and rating on the vendor?

9. Is the vendor acting as an agent for some other individual, firm or corporation? If yes, attach statement of the principal authorizing such representation. [] No [] Yes

By signing below and submitting this form, the vendor certifies and acknowledges that: 1) it has obtained all licenses, certifications, and authorizations necessary to lawfully conduct business in the state of West Virginia; and 2) that the assertions made by completing this form and delivering it to the Purchasing Division are accurate and true in accordance with the applicable law and rules. As authorized agent of the vendor named herein, I do solemnly swear that the above information is true and complete, in accordance with West Virginia Code §5A-3-12(e).

In the event that the vendor is applying for certification as a small, women-, or minority-owned business, the vendor's signature below further certifies that: 1) the state in which the vendor has its headquarters or principal place of business does not deny a like certification to a West Virginia based small, women-owned, or minority-owned business; 2) the state in which the vendor has its headquarters or principal place of business does not provide a preference to small, women-owned, or minority-owned firms that is unavailable to West Virginia based businesses; and, 3) that it has read and understands this form, along with the law and rules governing certification as a small, women-owned, or minority-owned business.

Authorized Agent of Vendor (Print Name)
Authorized Agent (Signature)
Title
Date

PURCHASING DIVISION USE ONLY
Vendor ID:
Check No. :
Memo No. :
Date:
Entered by:

Forms for bids are linked below.

Vendor Preference Certificate: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>

Purchasing Affidavit: <http://www.state.wv.us/admin/purchase/vrc/pAffidavit.pdf>

Vendor Registration: <http://www.state.wv.us/admin/purchase/vrc/wv1.pdf>

WV96 Agreement Addendum: <http://www.state.wv.us/admin/purchase/vrc/wv96.pdf>

Typeface

If you are unable to access Sentinel Book, we have two recommended substitute fonts. For the primary substitute font, use Bookman Old Style Regular and Bookman Old Style Bold. A secondary substitute found on most systems is Times Regular and Times Semi Bold. It has a rounder, thinner serif versus the boxier serif on Sentinel, but letter shapes and weights are similar.



PHYSICAL PLANT
DEPARTMENT

Primary Palette

Marshall University kelly green is who we are. We wear it with pride. Our branding should wear it with pride too. Marshall University is instantly recognizable by many of its audiences through kelly green.

Kelly green (PMS 354) should always stand front and center in our branding of visual communications. We use black, gray, and white to accent it and support it. These colors are to be used for all marketing materials of the university. Consistent use of our official colors helps us continue to build recognition with our audiences.



CMYK
77 0 98 0

CMYK
77 89 89 82

CMYK
39 27 28 2

CMYK
35 68 87 48

CMYK
25 50 68 13

RGB
23 170 68

RGB
27 27 25

RGB
164 169 173

RGB
107 63 35

RGB
178 124 87

HEX
17AA42

HEX
1A1A18

HEX
A3A9AC

HEX
6B3F22

HEX
B07C57

Cintas & Marshall University Physical Plant

2017 Uniform Program



Industrial Work Shirt – Lt. Green

- SP24 - RedKap



Polo Shirt – Hunter Green



- SK02 - RedKap

Women's Loose Fit Button Smock - Tan

- TP23 - RedKap



Utility Uniform Shirt - Khaki



- ST62 - RedKap

Women's 1/2 Elastic Work Pant- Green



- PT59 - RedKap

Relaxed Straight Fit 5-Pocket Jean



- 13293 - Dickies



Regular Straight Fit 5-Pocket Jean



- 17293 - Dickies

Women's Slim Straight Leg Jean



- FD135 - Dickies

Women's Industrial Relaxed Fit Jean



- FD231 - Dickies

Industrial Carpenter Jean



- LU200 - Dickies



Comfort Work Shirt



- 935 - Cintas





- 394/894 Cintas