

**CITY OF FAIRMONT
WEST VIRGINIA**



**REQUEST FOR PROPOSALS
BID: FY26-01**

**UNIFORM RENTAL SERVICES
(FOR FY27)**

RFP OPENING DATE:

**THURSDAY, APRIL 16, 2026
2:00 P.M.**

CITY OF FAIRMONT
200 JACKSON STREET, ROOM 305
3RD FLOOR – J. HARPER MEREDITH BLDG.
FAIRMONT, WV 26554



REQUEST FOR PROPOSALS: FY26-01

UNIFORM RENTAL SERVICE FOR FY27
~OR APPROVED EQUAL

RFP OPENING: THURSDAY, APRIL 16, 2026 AT 2:00 P.M. (EST)

INFORMATION FOR BIDDERS

The City of Fairmont is seeking proposals for "**RFP: FY26-01: UNIFORM RENTAL SERVICE FOR FY27 ~or approved equal**" under the terms and conditions set out further in this Request for Proposals packet.

1. RECEIVING OF BIDS

SEALED BIDS will be received by the City of Fairmont (herein called the "OWNER"), at the City Manager's Office, City Hall, Fairmont, West Virginia until **2:00 P.M.** on **THURSDAY, APRIL 16, 2026**, then will be publicly opened and read aloud at that time.

SEALED BIDS will not be received until **after the final online addenda posting date and time of FRIDAY, MARCH 27, 2026 at 4:30 P.M. and only until 2:00 P.M. on THURSDAY, APRIL 16, 2026**, and then will be publicly opened and read aloud at that time.

US POSTAL SERVICE:

If forwarding the bid by US Postal Service, the sealed envelope that contains the bid must be enclosed in another envelope and addressed to:

City of Fairmont
Attention: Purchasing Coordinator
PO Box 1428
Fairmont, WV 26555-1428

The City of Fairmont assumes no responsibility for receiving a bid that has been mailed through the US Postal Service after the deadline. A bid received through US Postal Service after the deadline will not be accepted.

COURIER SYSTEM SERVICE:

If forwarding the bid through a courier system service, the sealed envelope that contains the bid must be enclosed in another envelope and addressed to:

City of Fairmont
Attention: Purchasing Coordinator
200 Jackson Street, Room 305
Fairmont, WV 26554

The City of Fairmont assumes no responsibility for receiving a bid that has been mailed through a courier system after the deadline. A bid received through a courier system after the deadline will not be accepted.



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The City of Fairmont Purchasing Department hours of operation are:
Monday through Friday, 8:30 a.m. – 4:30 p.m. (EST), excluding holidays.

The City of Fairmont assumes no responsibility for the premature opening of a bid that is not properly addressed and/or identified.

2. PREPARATION OF BIDS

Each bid must be submitted on the proposal forms that are furnished with the bid packet and placed in a *sealed envelope and plainly marked*, on the outside, with the bidder's name and address and identified as:

"RFP FY26-01: UNIFORM RENTAL SERVICE FOR FY27"

3. OR APPROVED EQUAL

If a vendor is unable to provide an item that is listed on a Cost Proposal sheet but would like for the City of Fairmont to consider a similar item as an ~or approved equal, document with detail the suggested similar item on the Cost Proposal sheet or attach an explanation sheet to your proposal.

4. QUALIFICATIONS OF BIDDER

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the obligations of the contract. The BIDDER shall furnish to the OWNER all such information and data as requested. The OWNER reserves the right to reject any BID if the investigation fails to satisfy the OWNER that a BIDDER is properly qualified to carry out the obligations of the Agreement.

5. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the specifications or other bid documents will be made to any bidder orally. All questions by prospective bidders, including interpretations of "~or approved equal" value must be submitted by emailing Toni Delimpo, Purchasing Coordinator, at tdelimpo@fairmontwv.gov or by mail to City of Fairmont, Attn: Purchasing Coordinator, 200 Jackson Street, Room 305, Fairmont, WV 26554, and must be received by the specified deadline that is listed in the Bid Timetable.

Any addenda that may be issued, on this bid, will be posted online at fairmontwv.gov/bids.aspx. It is the responsibility of the bidder to check the City of Fairmont's official website for any updates before submitting a bid. Failure of any bidder to receive any addenda or interpretation shall not relieve such bidder from any obligation under their bid, as submitted. Failure to acknowledge any addendum issued may result in the rejection of the bid.



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6. VENDOR PREFERENCES

State and local vendor preferences may apply, if a clearly written claim is made at the time the bid is submitted.

7. AWARD OF CONTRACT AND OWNER'S RIGHT TO WAIVE OR REJECT

The City of Fairmont will be asking for individual costs on each item in the proposal; however, it is the intent to award this bid to the one vendor with the overall lowest, most responsible bid.

The City of Fairmont reserves the right to reject any or all proposals or waive any irregularity in this bid or in responses, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Invitation to Bid, in the best interest of the City of Fairmont. The City also reserves the right to re-advertise for proposals using the same or a different request for proposals.

This Invitation to Bid does not commit the City to award a contract or to procure or contract for services or goods.

8. STATEMENT OF CONFIDENTIALITY

All proposal submissions are subject to the Freedom of Information Act (FOIA).

Responses to this Invitation to Bid will become the exclusive property of the City of Fairmont. All materials, unless defined and labeled by the respondent as "trade secrets" or "proprietary business information" may be subject to disclosure upon request under the West Virginia Freedom of Information Act found in West Virginia Code §29B-1-1 et seq. The City shall not be liable for the disclosure of any such information. The FOIA form can be found on the City of Fairmont's website at www.fairmontwv.gov.

9. NO DEBT REQUIREMENT

By the submission of their proposal, the vendor certifies that they have reviewed their business activities and accounts and assures that any outstanding debt owed to the City of Fairmont has been paid in full or will be paid in full before vendor is awarded a contract. "Debt" means any assessment, penalty, fine, taxes or other amount of money owed to the City of Fairmont.

9. LEGAL ADVERTISEMENT

This Invitation to Bid will be advertised in the Times West Virginian as a Class II legal ad on Wednesday, March 4, 2026 and again on Thursday, March 12, 2026



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10. REQUIRED BID DOCUMENTS

The City of Fairmont may disqualify a Bid if the following required documents are not included in the sealed bid:

1. Cost Proposal sheets: 12 pages
2. Addendum Acknowledgement
3. Addendums (Signed, if any are issued during the bid process)
4. Certification & Signature Page
5. Non-Discrimination Affidavit
6. Non-Litigation Certificate
7. Drug Free Workplace Affidavit
8. Agreement Addendum (signed)

The City of Fairmont may request the awarded bidder to submit the following documents in order to proceed:

1. Agreement (Signed)
2. WV Business License
3. City of Fairmont Business License
4. W9

11. BID TIMETABLE

The anticipated schedule for the bid process is as follows:

- Wednesday, March 4, 2026 RFP Bid documents available
- Wednesday, March 25, 2026 Deadline for submission of questions 3:00 PM
- Friday, March 27, 2026 Final addenda will be posted online 4:30 PM
- Thursday, April 16, 2026 Bid documents being submitted are due by 2:00 PM; which will be opened and read publicly at that time.



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ADDENDUM ACKNOWLEDGEMENT

Proposal of: _____
(hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____, to the CITY OF FAIRMONT, WEST VIRGINIA (hereinafter called "OWNER").

In compliance with the Invitation to Bid, BIDDER hereby proposes to provide the City of Fairmont in strict accordance with the contract documents, at the prices stated within the proposal.

By submission of this bid, each BIDDER certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

BIDDER acknowledges receipt of the following **ADDENDUM** (If there is not an addendum issued during the bidding process; BIDDER will leave this section blank):

Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____
Addendum # _____	Dated _____	Bidder to initial _____

***NOTE: Insert "a corporation", "a partnership", or "an individual" as applicable.**

Respectfully submitted:

Signature Title

Address

Phone # Date

(Seal – if BID is by a corporation)

Attest _____



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UNIFORM RENTAL COST PROPOSAL

VENDOR _____

The prices submitted for each item are to be quoted per employee and laundered per week.

If vendor is unable to provide the items listed below but is requesting a similar item to be considered as “~ or approved equal”, please note that information below in Section F of Cost Proposal.

SECTION A – T-SHIRTS

SECTION A – ITEM 1:

T-Shirt – Short Sleeve

- 100% cotton short sleeve t-shirt **with pocket**
- Screen print – City logo (front left side)
- Color: Navy, Gray, Royal Blue or Green/Yellow Hi-Vis
- Quantity: **5 shirts** per designated employee

Price per employee/per week (self-laundered) \$ _____

Comments: _____

SECTION A – ITEM 2:

T-Shirt – Short Sleeve

- 100% cotton short sleeve t-shirt **without pocket**
- Screen print – City logo (front left side)
- Color: Navy, Gray, Royal Blue or Green/Yellow Hi-Vis
- Quantity: **5 shirts** per designated employee

Price per employee/per week (self-laundered) \$ _____

Comments: _____



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SECTION A – ITEM 3:

T-Shirt – Short Sleeve

- Poly/cotton blend short sleeve t-shirt **with pocket**
- Screen print – City logo (front left side)
- Color: Navy, Gray, Royal Blue or Green/Yellow Hi-Vis
- Quantity: **5 shirts** per designated employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____

SECTION A – ITEM 4:

T-Shirt – Short Sleeve

- Poly/cotton blend short sleeve t-shirt **without pocket**
- Screen print – City logo (front left side)
- Color: Navy, Gray, Royal Blue or Green/Yellow Hi-Vis
- Quantity: **5 shirts** per designated employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____

SECTION A – ITEM 5:

ANSI 2 or ANSI 3 T-Shirt – Short Sleeve

- 100% Polyester short sleeve t-shirt **with pocket**
- Screen print – City logo (front left side)
- Quantity: **5 shirts** per designated employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____



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SECTION A – ITEM 6:

ANSI 2 or ANSI 3 T-Shirt – Short Sleeve

- 100% Polyester short sleeve t-shirt **without pocket**
- Screen print – City logo (front left side)
- Quantity: **5 shirts** per designated employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____



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UNIFORM RENTAL COST PROPOSAL

VENDOR _____

The prices submitted for each item are to be quoted per employee and laundered per week.

If vendor is unable to provide the items listed below but is requesting a similar item to be considered as “~ or approved equal”, please note that information below in Section F of Cost Proposal.

SECTION B – WORK SHIRTS / POLO SHIRTS

SECTION B – ITEM 1:

Denim Shirt – Long Sleeve

- 100% Cotton denim long sleeve shirt
- Patch with City logo (front left side)
- Patch with Employee Name (front right side)
- 7 button front – no snaps
- Color: Navy denim
- Quantity: **4 Shirts** per employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____

SECTION B – ITEM 2:

Work Shirt – Long Sleeve

- 100% Cotton long sleeve work shirt
- Patch with City logo (front left side)
- 7 button front – no snaps
- Color: Navy, Gray, Royal Blue or Green/Yellow Hi-Vis
- Quantity: **4 Shirts** per employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____



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SECTION B – ITEM 3:

Work Shirt – Short Sleeve

- 100% Cotton short sleeve work shirt
- Patch with City logo (front left side)
- 7 button front – no snaps
- Color: Navy, Gray, Royal Blue or Green/Yellow Hi-Vis
- Quantity: **4 Shirts** per employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____

SECTION B – ITEM 4:

ANSI 2 or ANSI 3 Work Shirt – Short Sleeve

- 100% Polyester long sleeve work shirt
- Patch with City logo (front left side)
- 7 button front – no snaps
- Quantity: **4 Shirts** per employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____

SECTION B – ITEM 5:

ANSI 2 or ANSI 3 Work Shirt – Long Sleeve

- 100% Polyester long sleeve work shirt
- Patch with City logo (front left side)
- 7 button front – no snaps
- Quantity: **4 Shirts** per employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____



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SECTION B – ITEM 6:

Polo Shirt – Short Sleeve

- Dri-FIT style short sleeve polo shirts
- Embroidered or screen-printed logo (front left side)
- Permanent no curl collar
- Fade resistant, shrink resistant, wrinkle free
- Hemmed sleeves
- Color: Black or Gray
- Self-laundering
- Quantity: **5 shirts** per designated employee

Price per employee/per week (self-laundered) \$ _____

Comments: _____



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UNIFORM RENTAL COST PROPOSAL

VENDOR _____

The prices submitted for each item are to be quoted per employee and laundered per week.

If vendor is unable to provide the items listed below but is requesting a similar item to be considered as “~ or approved equal”, please note that information below in Section F of Cost Proposal.

SECTION C – PANTS / JEANS

SECTION C – ITEM 1:

Denim Jeans

- 100% cotton – pre-washed
- Riveted button over zipper
- Reinforced front and back pockets
- Color: Navy denim
- Quantity: **11 pairs** per designated employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____

SECTION C – ITEM 2:

Relaxed Denim Jeans

- 100% cotton – pre-washed
- Reinforced front and back pockets
- Color: Navy denim
- Quantity: **11 pairs** per designated employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____



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SECTION C – ITEM 3:

Cargo Pants

- 65/35 Poly/Cotton
- Flexible/comfortable waist
- Cargo pockets with Velcro or snap closure
- Color: Navy
- Quantity: **11 pairs** per designated employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____

SECTION C – ITEM 4:

Work Pants

- 65/35 Poly/Cotton
- Reinforced front and back pockets
- Flexible/comfortable waist
- Color: Navy
- Quantity: **11 pairs** per designated employee

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____

SECTION C – ITEM 5:

Work Pants

- 65/35 Poly/Cotton
- Reinforced front and back pockets
- Flexible/comfortable waist
- Color: Khaki/Tan
- Quantity: **5 pairs** per designated employee
- Self-laundered

Price per employee/per week (laundered) \$ _____

Price per employee/per week (self-laundered) \$ _____

Comments: _____



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UNIFORM RENTAL COST PROPOSAL

VENDOR _____

The prices submitted for each item are to be quoted per employee and laundered per week.

If vendor is unable to provide the items listed below but is requesting a similar item to be considered as “~ or approved equal”, please note that information below in Section F of Cost Proposal.

SECTION D: MATS / MISCELLANEOUS

ITEM	Price each per week
3' X 5' Rubber Backed, Low Pile	\$ _____
3' X 10' Rubber Backed, Low Pile	\$ _____
4' X 6' Rubber Backed, Low Pile	\$ _____
3' X 5' Rubber Scraper Mat	\$ _____
Soil Locker (for uniforms)	\$ _____
Compartment Locker (for uniforms)	\$ _____

Note: Carpets/mats are to be black or gray in color.



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UNIFORM RENTAL COST PROPOSAL

VENDOR _____

The prices submitted for each item are to be quoted per employee and laundered per week.

If vendor is unable to provide the items listed below but is requesting a similar item to be considered as “~ or approved equal”, please note that information below in Section F of Cost Proposal.

SECTION E: ADDITIONAL CHARGES/FEES

Please list any additional charges or fees that may apply. Example: setup fee, size changes, name patches, restocking, fuel surcharges, invoice fees, employee changes, product changes, extended sizes, etc. If more room is needed, please attach a description of the additional charges or fees with your proposal.

Fee Amount	Description
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



**REQUEST FOR PROPOSALS
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RFP OPENING: THURSDAY, APRIL 16, 2026 at 2:00 P.M. (EST)

This Uniform Rental Cost Proposal is submitted By:

Company Name:

Authorized Representative:

(Print)

Authorized Representative:

(Sign)

Date: _____



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REVIEW: CONDITIONS OF AN AGREEMENT

1. NUMBER OF EMPLOYEES

The City of Fairmont is seeking to provide certain employees in the departments at the locations identified below with rental uniforms. The City of Fairmont is currently providing rental uniforms to approximately 70 employees. This number of employees is subject to change (increase/decrease) from time to time.

2. LOCATIONS

This account requires weekly pickup and delivery to multiple locations which include:

- | | |
|-------------------------------|---|
| 1. Public Works | 1030 Minor Avenue |
| 2. Filtration Plant | 1400 Pleasant Valley Road (Morris Park) |
| 3. Wastewater Treatment Plant | 901 Howard Avenue (Main Building) |
| 4. Meter Department | 109 Merchant Street |
| 5. Stormwater | 901 Howard Avenue (Main Building) |
| 6. Field Services | 901 Howard Avenue (Lower Building) |
| 7. Public Safety Building | 500 Quincy Street |

Locations are subject to change at any time.

3. ALTERNATE BIDS

Proposers are asked to submit pricing for each bid item provided herein, to allow the City of Fairmont to determine, based on proposed prices, which option(s) best meet their needs.

4. CONTRACT INTENT

The intent of this RFP is to provide a **fixed fee** for the weekly service of rental uniforms and associated items, for a **one (1) fiscal year** period that would begin on **July 1, 2026 through June 30, 2027** on a fully executed contract with the Owner. In addition, there is a possibility to **allow for up to two (2) additional one (1) fiscal year extensions** to the original contract, for a maximum of three (3) fiscal years, provided that no cost increase has been made to the original contract price and both parties agree to the extension.



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5. GOVERNMENTAL FUNDING CLAUSE

A **Governmental Funding Clause** must be a written part of the agreement. Specifically, by the submission of their bid, Vendor agrees to follow for the immediate termination of any contract or agreement, without penalty to buy out charges, if during future budget preparations or review, it is determined that funding is no longer available for said services. However, this does not release the Owner from payment for services provided prior to termination of the agreement. (See Agreement Addendum)

6. NEW GARMENTS REQUIRED

The Agreement will begin with **new garments and items** and is to provide an ongoing service to repair or replacement any worn or unacceptable garments. Vendors shall take note that no used garments will be accepted as replacements for worn or unacceptable garments. Vendors shall reflect the cost for new replacement in their submission of prices bid. Invoices for used replacements will not be authorized for payment, in full or in part.

7. APPROVALS REQUIRED FOR ABUSE CHARGES

No "**abuse charges**" will be authorized for payment, without the prior notification to the Owner of said abuse. Vendors agree to specifically identify such abused garments to the Owner when requested and afford the Owner the opportunity to review those garments and related circumstance, in order to confirm abuse and liability, prior to invoicing. Payment for "Abuse Charges" will not be authorized for any wear-and-tear resulting from normal working conditions. Abuse shall be defined as intentional damage or destruction to any garment or item provided under this agreement.

8. MEASURING RESIZING

Vendors agree to provide measuring/fitting of each employee in order to establish proper sizing, at no charge to the Owner, and to allow for any necessary size changes at no cost.

9. IRREGULAR SIZES

All Bid Prices shall include charges for irregular sizes. No surcharges for irregular sizes will be considered for payment, unless specifically itemized on the Cost Proposal.



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10. BILLING REQUIREMENTS

Invoices shall be itemized, being separated by location, departments, and employee. Specific information regards to invoicing shall be obtained by the Vendor upon the award of a contract. Any charges above and beyond the weekly per man/per week cost shall be itemized separately for each invoice.

11. SERVICES REQUIRED

Each Vendor, by submission of their proposal, agrees to provide the following services, at no additional cost to the Owner:

- a. **Counts:** The route driver shall provide documented counts at the time of each pick-up and delivery. Counts shall be itemized and specific to each employee, at each site.
- b. **Identification:** Each garment must have a permanent tag, label, or means of identification, specific to the appropriate employee, as well as the beginning date of service for each garment.
- c. **Inspections:** It shall be the responsibility of the Vendor to provide weekly inspection of all garments and provide any necessary replacements.
- d. **Repair Tags:** The Vendor shall provide repair tags at each location, to be completed by the City employee, in order to identify information for necessary repairs, size changes, etc.
- e. **Repairs/Replacements:** All repairs, size changes, and wear replacements shall be provided within ten (10) working days from the date of pick-up. If circumstance requires periodic exception to this requirement, the Vendor shall pro-rate the charges for each period of time the garment is not available to the Owner, in a manner equal to the bid price for each item.
- f. **Shorted Items:** Shorted items shall be defined as any garments not returned to the Owner within ten (10) working days from the date of pick-up. All invoices shall be based on the actual numbers of garments provided for that billing period, and shall be prorated for all shorted items, in a manner equal to the bid price for each item.



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- g. **Missing Items:** Missing items shall be defined as any garment or other rental item not returned by the Owner for weekly service, which has been determined to be permanently unavailable. Missing items will be handled as “abused items”, and Vendors shall follow the approval process described above. Charges for replacement are the responsibility of the Owner, and invoices for all such charges shall be itemized separately from the per man/per week charges. If such items are located after charges have been assessed, and it can be determined that the relocated item is fit for return to service, the Vendor shall be required to make any necessary adjustments.
- h. **Replacement Costs:** Vendor is to provide to the Owner a list of replacement costs for each item after Notification of Award.



**AGREEMENT FOR: FY26-01
UNIFORM RENTAL SERVICE FOR FY27 FOR CITY OF FAIRMONT**

THIS AGREEMENT made this _____ day of _____, 20__, by and between _____, with an address of _____, hereinafter 'Company,' and the City of Fairmont, a municipal corporation, with an address of 200 Jackson Street, 3rd Floor, Fairmont, WV 26554, hereinafter 'City.'

WITNESSETH, that for and in consideration of the terms and conditions hereinafter set forth and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Company and City hereby mutually agree as follows:

1. Statement of Work:

The Company is to provide employees in certain departments at the locations identified below (Number 3) with rental uniforms and/or associated items. There are approximately seventy (70) employees with the City of Fairmont that are currently provided rental uniforms. The current approximate number of employees is subject to change by increasing or decreasing at any time.

2. Rental Uniforms and Associated Items:

According to the Uniform Rental Cost Proposal pricing that has been submitted by the Company, the Company agrees to furnish all rental clothing, associated items and services as described in City of Fairmont's bid:

"BID FY26-01: UNIFORM RENTAL SERVICES FOR FY27"

*(Copies from the awarded bidder's Uniform Rental Cost Proposal
will be included as the final pages of this agreement)*

3. Locations:

Under this agreement, the City of Fairmont’s account requires weekly pickup and delivery to the below listed locations. Subject to change at any time.

- | | |
|---|---|
| 1. PUBLIC WORKS DEPARTMENT | 1030 MINOR AVENUE |
| 2. WATER FILTRATION PLANT | 1400 PLEASANT VALLEY ROAD (MORRIS PARK) |
| 3. WASTEWATER TREATMENT PLANT | 901 HOWARD AVENUE (MAIN BUILDING) |
| 4. METER DEPARTMENT | 109 MERCHANT STREET |
| 5. STORMWATER DEPARTMENT | 901 HOWARD AVENUE (MAIN BUILDING) |
| 6. FIELD SERVICES (WATER & SEWER) | 901 HOWARD AVENUE (LOWER BUILDING) |
| 7. PUBLIC SAFETY BUILDING (POLICE & FIRE) | 500 QUINCY STREET |

4. Agreement Term:

The term of this agreement is for (AWARDED COMPANY NAME) to provide a **fixed fee** for the weekly service of rental uniforms and associate items with designated City of Fairmont locations listed above in Number 3, for **one (1) fiscal year agreement term that will begin July 1, 2026 through June 30, 2027.**

In addition to the one (1) fiscal year contract term, there is a possibility for two (2) one (1) fiscal year extensions provided that there is no increase in cost of rental uniforms, associated items, fuel surcharges, invoicing, delivery, etc. Upon signed extension agreements between both the Company and the City, this could make the duration of the original contract term a three (3) fiscal year contract term in total.

5. Invoicing, Payment and Provisions:

- (A) Each invoice shall be itemized and separated by location, department, and employee name. Any charge above and beyond the weekly per employee/per week rental cost shall be itemized separately on its own invoice.
- (B) Invoices are to be submitted to the City’s Finance Department for payment by either emailing the invoices to ap@fairmontwv.gov or by mailing invoices to:

**City of Fairmont
Attention: Accounts Payable
PO Box 1428
Fairmont, WV 26555-1428**

- (C) Payment(s) shall be made by City to Company within ten (10) business days of the presentation of an invoice to City’s Finance Department.

(D) General Provisions: Payment(s) shall be further subject to the following:

(a) Prior to payment, Company shall be current in the payment of all City of Fairmont's Business and Occupation taxes due at the rate then in effect or the City of Fairmont may withhold said taxes from the payment due the Company and pay it over to the City of Fairmont Finance Department.

6. Location Entry:

The Company has been provided the right and license to enter upon the facility locations, with such employees, representatives and agents to perform the necessary weekly services.

The Company's failure to have fully informed itself or has failed to examine and inspected each facility upon entry will not relieve Company of its obligations to perform this Agreement fully.

The Company knows and accepts the surface, subsurface, soil and geotechnical conditions of the site and knowingly, voluntarily and intelligently waives any and all claims for differing, latent or unknown site conditions.

7. Delay Claims:

Company knowingly, voluntarily and intelligently waives any and all non-excusable compensable delay claims and delay damages, including but not limited to claims for extended operations, unabsorbed home office overhead, and lost profits.

8. Independent Company:

The Company warrants and represents to the City that it is fully experienced in and capable of performing the Statement of Work and that it is properly equipped, organized and financed to perform the service. Company shall finance its own operations, shall operate as an independent contractor and not as the agent of the City.

9. City of Fairmont's Role:

No legal relationship is intended to be created by and between the City and the Company and no such relationship exists other than expressly provided herein. The City is not a co-partner, co-venturer, guarantor, indemnitor, agent, employer, employee, of the Company for any purpose whatsoever.

10. Government Funding Clause:

A government funding clause must be written as part of this agreement. Specifically, by the submission of Company's bid proposal, the Company agrees to follow for the immediate termination of any contract or agreement, without penalty to buy out charges, if during the future budget preparation or review, it is determined that funding is no longer available for said services. However, this does not release the City from payment for services provided prior to termination of the agreement that is stated in the Agreement Addendum.

11. New Garments Required:

With this agreement, it will begin with the Company providing *all new garments and associated items upon the entry of this one (1) year agreement* and is also to provide ongoing service to repair, replacement of any rental garment or associated item due to normal wear and tear or for unacceptable garment or associated item. Invoices for replacement garments or associated items that are used will not be authorized for payment, in full or in part.

12. Abuse Charges:

No 'abuse charges' will be authorized for payment without the prior notification to the City of the said abuse. The Company agrees to specifically identify such based garments to the City when requested and allow the City the opportunity to review those garments and related circumstances, in order to confirm abuse and liability, prior to invoicing.

Payment for 'abuse charges' will not be authorized for any wear-and-tear resulting from normal everyday work conditions. Abuse shall be defined as intentional damage or destruction to any garment or associated item under this agreement.

13. Measuring for Resizing:

The Company agrees to provide measuring/fitting of each employ in order to establish proper sizing at no charge to the City and also to allow for any necessary size changes at no cost.

14. Irregular Sizes:

No surcharges for irregular sizes will be considered for payment, unless specifically itemized on the Uniform Rental Cost Proposal that was submitted with the bid.

15. Services Required:

The Company, by the submission of their proposal and the signing of this agreement, agrees to provide the City with the following services, at no additional cost:

a. Counts:

The route driver is to provide documented counts at the time of each pick-up and/or delivery. Counts should be itemized and specific to each location, department and employee.

b. Identification:

Each garment must have a permanent tag, label or some means of identification, specific to the appropriate employee, as well as the beginning date of the service contract.

c. **Inspections:**

It shall be the responsibility of the Company to provide weekly inspections of all garments and provide any necessary repair or replacement.

d. **Repair Tags:**

The Company shall provided repair tags to each of the City's facility locations that is to be completed by City employee, in order to identify information for necessary repairs, replacements, size changes, etc.

e. **Repair/Replacements:**

All repairs, sizing changes and replacements shall be provided within ten (10) working days from the date of the uniform or associated item is picked up. If circumstances require a periodic exception to this requirement, the Company shall pro-rate the charges for each period of time the garment or associated item in not available to the employee or the City, in a manner equal to bid price for the uniform or associated item.

f. **Shorted Items:**

Shorted items shall be defined as any uniform or associated item not returned to the City within ten (10) working days from the date of pick-up. All invoices shall be based on the actual number of uniforms or associated items provided for that billing cycle and shall be prorated for all shorted uniforms or associated items, in a manner equal to the bid price for each uniform or associated item.

g. **Missing Items:**

Missing items shall be defined as any uniform or associated item not returned by the City for a weekly service, which has been determined to be permanently unavailable. Missing items will be handled as 'abused items' and Company shall follow the approved process described above for abused items.

Charges for replacement are the responsibility of the City and invoices for all such charges shall be itemized separately from the per employee/per week charges. If such items are located after charges have been assessed, and it can be determined that the relocated item is fit for return to service, the Company shall be required to make any necessary adjustments.

h. **Replacement Cost:**

The Company is to provide to the City a list of replacement costs for each item after the Notice of Award letter is received.

16. Notices:

Any notice to be given, under this Agreement, or extensions if applies, shall be sufficient if delivered in person or mailed first class, postage prepaid, to the following addresses shall prevail until notice of change is given:

City:	<u>In Person Information:</u> City of Fairmont Attention: Purchasing Coordinator 200 Jackson St., Room 305 Fairmont, WV 26554	<u>Mailing Information:</u> City of Fairmont Attention: Purchasing Coordinator PO Box 1428 Fairmont, WV 26555-1428
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Company: Name: _____
Title: _____
Address: _____
City, State & Zip: _____
Telephone: _____
Cell: _____
Email: _____

In witness, whereof the parties have executed this agreement, all of which has been duly authorized, as of the date and year first written above.

Company:

Name: _____
By: _____
Title: _____
Date: _____

ATTEST: _____
TITLE: _____

City of Fairmont

A Municipal Corporation,
By: _____
Travis Blosser, City Manager
Date: _____

ATTEST: _____
TITLE: CITY CLERK

AGREEMENT ADDENDUM
(Rev. 3/14/24)

This Addendum shall become part of any contract by and between the successful vendor and the City of Fairmont. Any conflict between any such contract or any general terms and conditions of relating to or attached to said contract and this Addendum, shall be controlled by this Addendum:

Disputes: Any referenced in the agreement to mandatory mediation, arbitration or to the jurisdiction of any court is hereby deleted. Disputes arising out the agreement shall be exclusively presented to the Circuit Court of Marion County, West Virginia.

Hold Harmless/Indemnification: Any provision requiring the City of Fairmont to indemnify or hold harmless any party is deleted in its entirety per the provisions of West Virginia Code §5A-3-62.

Governing Law: The agreement shall be exclusively governed by the Laws of the State of West Virginia. This provision replaces any provision of the Agreement to the contrary.

Payment: Any references to pre-payment are deleted. All payments shall be in arrears.

Interest or Late Fees: All provisions for interest, late fees or charges for late payments is deleted. The City has no statutory authority to pay interest or late fees;

No Waiver: Any language in the Agreement requiring the City to waive any rights, claims, defenses or damages is deleted.

Limitation on Liability: The City of Fairmont is a political subdivision and its board and commissions are statutorily created public entities, and as such neither the City nor its boards and commissions can agree to assume the potential liability of the other party to this Agreement. Accordingly, any provision limiting liability for direct damages to a certain dollar amount or to the amount of fees, including subscription fees, paid or to the amount of the agreement is hereby deleted. Limitations on incidental, indirect or consequential damages are acceptable. Limitations on special damages are void. In addition, any limitation that precludes any action for injury to person or property is null and void.

Statute of Limitations: Any provision which purports to limit the time within which the City may assert a claim under or pursuant to the agreement is deleted.

Lien Waiver: If payment and performance bonds are required, the provisions of West Virginia Code 38-2-39 apply. To the extent that payment and performance bonds are not required, any provision of any agreement, which purports to authorize or give rise to a lien against the City of Fairmont is null and void and any all such liens are hereby waived.

Fees and Costs: Any provision obligating the City of Fairmont or its boards and commission to pay attorneys' fees, court costs or litigation expenses of the other party is deleted. The City of Fairmont will only recognize an obligation to pay attorneys' fees, court costs or litigation expenses of the other party if the same are ordered by a court of competent jurisdiction.

Fiscal Year Funding: Service performed under the agreement and thus the term of this agreement shall be for periods of one fiscal year each. The initial term of this agreement shall be from the date of the agreement until June 30 of the then fiscal year. Services performed under the agreement may be continued in succeeding fiscal years contingent upon funding being appropriated by the City of Fairmont and made available for this service. In the event the funds are not appropriated or otherwise made available for this service, this agreement shall terminate without penalty on June 30 of the then fiscal year. After that date, the agreement becomes of no effect and is null and void. However, best efforts to have the amounts contemplated under the agreement included in the City of Fairmont budget for the ensuing fiscal year will be made. Non-appropriation or non-funding shall not be considered an event of default. The City of Fairmont will make reasonable effort to provide at least thirty days' notice of the Boards non-appropriation of funds.

Confidentiality: Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. Municipal contracts are public records under the West Virginia Freedom of Information Act. Final documents produced and delivered to the City of Fairmont are subject to the Act. To the extent that the Act provides an exemption for information which may be protected and exempted from disclosure, the exemption will be asserted

Right to Relief: Any right to relief whether at law or equity, including injunctive relief, shall only be available upon satisfactory proof made to a court of competent jurisdiction. Any provision that purports to establish a presumption of harm or damages shall be considered null and void.

Insurance: Any provision requiring the City of Fairmont to purchase or maintain insurance for the benefit of any party other than the City of Fairmont is deleted. The City of Fairmont will provide a certificate of insurance describing the coverages and limits of its insurance upon request.

Application to Exhibits: This addendum shall apply with equal force to any conflict between the terms of this Addendum and any exhibit attached to the contract between the parties.

Amendments: All amendments, modifications, alterations or changes to the agreement shall be writing and signed by the parties. No amendment, modification, alteration or change may be made to this addendum or the agreement without the express written approval of the Utility Manager.

Insurance Requirements: Vendor shall purchase and maintain, during the term of its contract with the City of Fairmont. comprehensive property and general liability insurance and the City of Fairmont is to be named as an additional insured or certificate holder on all such insurance. A certificate of insurance evidencing such insurance must be provided to the City of Fairmont prior to the commencement of work. Coverages shall not be written for less than the amounts and coverages provided required by the CITY OF FAIRMONT INSURANCE AND CERTIFICATE OF INSURANCE REQUIREMENTS a copy of which is attached.

City of Fairmont

By: Travis Blosser

Its City Manager

Date: _____

Bidder

Company: _____

Print Name: _____

Signature: _____

Title: _____

Date: _____





RFP: FY26-01

UNIFORM RENTAL SERVICE FOR FY27

RFP OPENING: THURSDAY, APRIL 16, 2026 AT 2:00 P.M. (EST)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I _____ on behalf of _____, hereinafter Company, certify that I have reviewed the City of Fairmont's solicitation for bid or request for proposal for **RFP FY26-01: UNIFORM RENTAL SERVICE FOR FY27** in its entirety; that the requirements, terms and conditions, and other information contained therein are clearly understood; that the Company is submitting this bid or proposal or response for the City of Fairmont's review and consideration; that the Company agrees to hold firm the terms and conditions of this bid or proposal or response for a period of sixty (60) days, the bid hold period; that if during the bid hold period, the City of Fairmont accepts the terms and conditions of this bid, proposal or response, that the terms and conditions, including but not limited to terms and conditions relating to price, quantities, and shipping and delivery, constitute a binding and valid contract between the Company and the City of Fairmont for the time period stated in the solicitation for bid or request for proposal; that I am authorized by the Company to execute this certification and any documents relating thereto on the Company's behalf; that I am authorized to bind the Company in a contractual relationship with the City of Fairmont; and that this certification and signature page together with the attached proposal or response and the solicitation for bid or request for proposal are sufficient to indicate that a contract for the sale of goods described therein has been made between the Company and the City of Fairmont.

Company

Representative Name & Title (Print)

Representative Signature

Contact Phone

Email Address

Date



RFP: FY26-01

UNIFORM RENTAL SERVICE FOR FY27

RFP OPENING: THURSDAY, APRIL 16, 2026 AT 2:00 P.M. (EST)

DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
WEST VIRGINIA CODE §21-1D-5

STATE OF _____
COUNTY OF _____, To Wit:

I, _____, after being duly sworn, depose and state as follows:

I am an employee, principal or duly authorized agent of _____;
(Company Name)
and, I do hereby attest that _____ maintains
(Company Name)
a valid written drug free workplace policy and that such policy is in compliance with the provisions of West Virginia Code §21-1D-5.

The above statements are sworn to under penalty of false swearing.

By: _____

Name

Title: _____

Date: _____

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

_____, _____ of
Name Title

Company Name

Notary Public

My commission expires:



RFP: FY26-01

UNIFORM RENTAL SERVICE FOR FY27

RFP OPENING: THURSDAY, APRIL 16, 2026 AT 2:00 P.M. (EST)

NON-DISCRIMINATION IN WORKPLACE AFFIDAVIT

STATE OF _____
COUNTY OF _____, To Wit:

I, _____, after being duly sworn, depose and state as follows:

I am an employee, principal or duly authorized agent of _____;
(Company Name)

and, I do hereby attest that _____ does not
(Company Name)

discriminate against any employee or applicant for employment because of race, color, creed, sex, or national origin, or any other form of discrimination in hiring, placement, upgrading, transfer or demotion, recruitment, advertising, or solicitation for employment, training, rates of pay or other forms of compensation, selection for apprenticeship layoff or termination.

The above statements are sworn to under penalty of false swearing.

By: _____
Name

Title: _____

Date: _____

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

_____, _____ of
Name Title

Company Name

Notary Public

My commission expires:



RFP: FY26-01

UNIFORM RENTAL SERVICE FOR FY2027

RFP OPENING: THURSDAY, APRIL 16, 2026 AT 2:00 P.M. (EST)

NON-LITIGATION CERTIFICATE

By signing below, I _____ on behalf of _____, hereinafter Company, do hereby certify that Company has not within the past three (3) years been a party and is currently not a party to any actual or threatened litigation, mediation or arbitration arising out of performance of any construction contract with any local, state or federal government entity.

Dated this _____ day of _____, 20_____

Company Name

By: _____
Name

Printed Name of Authorized Representative

Title: _____

Date: _____