



Purchasing Division

CONTRACT EXTENSION-4529-18-SH AGREEMENT

May 3, 2018

Brian Ahlberg
Airgas USA LLC
5120 Osage St. #200
Denver, CO 80221

SOLICITATION DESCRIPTION: **THIRD AND FINAL ANNUAL EXTENSION FOR**
Request for Proposals (RFP)-3990-15-NJ
Work Clothing

Dear Brian,

This CONTRACT award is extended as of the **3rd day of May, 2018**, by and between the City of Grand Junction, Colorado, a municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Airgas USA LLC, hereinafter in the Contract Documents referred to as the "Contractor". This extension shall cover the time period of **April 1, 2018** through **March 31, 2019**.

The Contract and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the second annual extension as follows:

Scope of Work: The Contractor shall perform for the Owner the Work set forth in the Contract Documents referencing Request for Proposals (RFP)-3990-15-NJ Work Clothing. The Amended Scope of Work from last year is also included in this extension.

Contract Documents: The Owner's Request for Proposals (RFP)-3990-14-NJ, Contractors Response Form, Addenda to the Contract Documents, Notice of Award, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by the reference as if fully set forth.

Insurance: Please provide your updated proof of insurance as stated in "Section 3.0" of the original solicitation within 15 days after receiving this notice (unless updated Certificate is already on file). The document(s) can be emailed to Susan Hyatt at susanh@gjcity.org, or you can mail it to the Purchasing Office, 333 West Avenue, Bldg C, Grand Junction, CO 81501, attention Susan Hyatt. "City of Grand Junction" is to be noted as certificate holder.

Termination for Convenience: The performance of work under this Contract may be terminated by the Owner in whole or in part whenever the Owner determines that termination is in the Owner's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

INTENT TO AWARD

Date: March 25, 2015
Company: Airgas USA LLC
Project: Work Clothing RFP-3990-15-NJ

Based upon review of the bid responses received for RFP-3990-15-NJ Work Clothing, you have been selected to provide the item(s) listed below. It is the intent of the City to award the aforementioned purchase to your company as is listed in the RFP documents as "**Category 3**", your response, and any additional submitted pricing that may apply. The complete intended contract award is as follows:

Category	Awarded Company (Intended)
Category 1	NU Crisp Image Apparel
Category 2	AlSCO, Inc.
Category 3	Airgas USA LLC
Category 4	Nexgen Promotional Products

Please feel free to contact me with any questions at 970-244-1533.

CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO


Nicholas C Jones, Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Airgas, USA, LLC

By: Dennis Schaefer, Dennis Schaefer

Title: District Manager

Date: 3-25-15

30	Semi-Formal Winter Jacket State Brand: <u>VF Imagewear (Redcap) R30JT50BK</u>	37.04	43.01	43.01
<u>CATEGORY THREE</u>				
	<u>ITEM</u>	<u>PRICE/item</u>	<u>PRICE/item</u> <u>Additional Sizes</u>	
31	Men's Dickies brand Original 874 work pant	21.91	26.28	43.84
32	Men's Carhartt brand Canvas work dungaree	32.00	32.00	32.00
33	Women's Dickies brand Original work pant			
34	Women's Carhartt brand canvas pant	28.00	28.00	28.00
<u>CATEGORY FOUR</u>				
	<u>ITEM</u>	<u>PRICE/item</u>	<u>PRICE/item</u> <u>Additional Sizes</u>	
35	Summer Cap – safety green			
36	Summer Cap – black			
37	Winter Hat – safety green			
38	Winter Hat – black			

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.



CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

PROFESSIONAL SERVICES CONTRACT – RFP-3990-15-NJ

This CONTRACT made and entered into this 30th day of March, 2015 by and between the City of Grand Junction, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Airgas USA Inc., hereinafter in the Contract Documents referred to as the "Contractor."

The Contractor shall perform the work set forth and described by the Solicitation Documents and known as Work Clothing RFP-3990-15-NJ.

The Contractor shall be paid in accordance with the fee schedule set forth in the Solicitation Documents incorporated by this reference. To receive payment, Contractor must submit invoices for work completed.

Contract Administrator for the Owner is Chris Packard.

Contract Administrator for the Contractor is Brian Ahlberg.

The term of this Contract shall be from April 1, 2015 to March 31, 2016.

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the Contract, and all of said instruments, drawings, and documents together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

- The body of this contract agreement
- The Solicitation Documents
- Intent to Award
- Exhibit A – Additional Pricing/Specifications
- Contractors Proposal to the Solicitation

CITY OF GRAND JUNCTION

By: Nicholas C Jones
Nicholas C Jones, Buyer

4-2-2015
Date

ATTEST:

By:
Name/Title:

Leana Pickett, Sr. Administrative Assistant

(AIRGAS USA INC.)

By:
Name/Title:

Ronan Alley Sales

Date

4-2-2015

ATTEST:

By:
Name/Title:

Kenny Minam / Sales Support

EXHIBIT A

Carhartt Duck Work Dungaree – Style B11

12-ounce, 100% Cotton

Color – Canyon Brown

Inseam: 30-36 Inches

Waist: 28-54 inches

**Price per Item \$ 32.67 Size Range 28-50

**Price/Item Additional Sizes \$ 36.00 Size Range 50-54

**Price/Item Additional Sizes \$ _____ Size Range _____

Summer Cap – Solid

Fabric: 100% Polyester

Size: One size fits all/most

Panels: 5-6

Closure: Hook and loop, or self-fabric with slide buckle

Color: Black

Logo: Logo shall be embroidered white.

**Price/Item \$ 9.32

** All prices to be all inclusive to include embroidery, delivery, and any other charge necessary, etc.
Items shall be provided as to the terms and conditions supplied in the Work Clothing RFP-3990-15-NJ.

Comments:



**Request for Proposal
RFP-3990-15-NJ**

WORK CLOTHING

RESPONSES DUE:

March 3, 2015 prior to 1:30 PM MST

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Nicholas C Jones, Buyer

Nickj@gjcity.org

970-244-1533

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

Work Clothing
RFP-3990-15-NJ

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REQUEST FOR PROPOSAL
RFP-3990-15-NJ
Work Clothing

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued for the City of Grand Junction (Owner). All contact regarding this RFP is directed to:

RFP QUESTIONS:

Nicholas C Jones, Buyer
Nicki@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide Work Clothing as specified.
- 1.3 The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).*** ***This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.8 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.10 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Supervisor. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section 1.12 entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.

- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened in the City Hall Auditorium immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (Owner) and Contractor. Owner will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings

contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Miscellaneous Conditions:** OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.6. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.7. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

- 2.9. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.11. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.12. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.16. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.17. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.18. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.18.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship

status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.18.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.18.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.19. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).

2.20. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.21. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

2.22. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.23. Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

2.24. Indemnification: Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

- 2.25. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.26. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.27. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.28. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.29. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.30. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.31. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.32. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.33. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.34. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction/Mesa County budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the

fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction/Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.35. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.36. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.37. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.38. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.39. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.40. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.41. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.42. Multiple Offers:** Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.43. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the

participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.44. Definitions:

- 2.44.1.** “Consultant” refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.44.2.** “Offeror” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner’s RFP.
- 2.44.3.** The term “Work” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.44.4.** “Owner” is the City of Grand Junction/Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor’s Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.44.5.** “Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may

discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.44.6. "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.45. Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2.46. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.46.1. "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed

pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident,
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The City of Grand Junction Clothing program applies to approximately 300 City employees. The City of Grand Junction currently orders and stocks a minimum supply of most items for the convenience of employees whom utilize the program. It is expected that the Owner will place 2-3 separate orders each year. This number may increase or decrease based on demand.
- 4.2. Specifications/Scope of Services:** The intent of this specification is to delineate the minimum requirements that will be accepted from Contractors/Vendors/Manufacturers that furnish City of Grand Junction Work Clothing. It is the intent of the Owner to Award contract(s) by Category, although the Owner reserves the right to make award(s) in the best interest of the Owner.

High Visibility: All safety green items must be compliant with ANSI/ISEA 107 high visibility standards for background color.

4.2.1. CATEGORY ONE:

WORK SHIRT, all season.

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction work shirts.

- **Sleeves:** Long sleeves with vented slot one button cuffs or short sleeves (as specified at time of order).
- **Fabric:** Machine washable 65% polyester, 35% cotton blend, permanent press.
- **Pockets:** One or two per manufacturer. All pockets must be bartacked.
- **Style:** Full cut with tails and plain or placket front closure.
- **Collar:** Lined or banded collar with permanent stays or button down style.
- **Buttons:** Minimum of five (5), plus stainless steel snap or additional button for collar (not including pocket buttons if manufacturer provides). All buttons to be heavy duty commercial grade.
- **Color:** Must be available in the following colors:
 - High Visibility Safety Green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5.



TEE SHIRTS

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction tee shirts.

- **Sleeves:** Short sleeves with double stitched hems or long sleeves with ribbed cuffs.
- **Fabric:** Minimum 5.3 oz. Pre-shrunk, 100% heavy cotton jersey.
- **Style:** Pullover, crew neck, full cut tee shirt with pocket and double stitched bottom hem.
- **Pockets:** Styles shall include one pocket. All pockets must be bartacked
- **Color:** Must be available in the following colors:
 - High visibility safety green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5



POLO/SPORT SHIRT

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction sport shirts.

- **Sleeves:** Long or short sleeves with welt or ribbed sleeve bands.
- **Fabric:** Pique knit or jersey 50/50 poly/cotton.
- **Pockets:** Styles shall include one pocket. All pockets must be bartacked
- **Style:** Traditional golf style, pull over with two or three-button placket.
- **Collar:** Contoured knit or welt collar.
- **Color:** Must be available in the following colors:
 - High visibility safety green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men and women's sizes from small to XXXL.
- **Logo:** Logo shall be embroidered. See Section 4.2.5



DRESS SHIRT

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction dress shirt.

- **Sleeves:** Long sleeves with button-through sleeve plackets or short sleeve hemmed..
- **Fabric:** 100% two-ply cotton to retain look without ironing.
- **Pockets:** One or two Patch pockets per manufacturer. All pockets must be bartacked.
- **Style:** Full cut with tails, two back pleats and plain or placket front closure.
- **Collar:** Lined or banded collar with button-down collar.
- **Color:** Must be available in a neutral color. Specify color on Response Form
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5.



SWEATSHIRTS

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction sweat shirts.

- **Sleeves:** Long sleeved with ribbed cuffs.
- **Fabric:** Minimum 7.5 oz. Pre-shrunk, 50/50 cotton/poly blend.
- **Style:** Pullover, crew neck, full cut sweatshirt with ribbed collar, cuffs and waistband.
- **Color:** Must be available in the following colors:
 - High visibility Safety Green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5



PULLOVER HOODED SWEATSHIRTS

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction pullover hooded sweat shirts.

- **Sleeves:** Long sleeved with ribbed cuffs.
- **Fabric:** Minimum 9.0 oz. Pre-shrunk, 50/50 cotton/poly blend.
- **Pockets:** Two front muff style pockets.
- **Hood:** Double lined hood with matching drawstring and metal grommets.
- **Style:** Pullover hooded sweatshirt with ribbed cuffs and waistband.
- **Color:** Shall be available in the following colors:
 - High visibility safety green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5



INSULATED HOODED SWEATSHIRTS

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction insulated hooded sweat shirts.

- **Sleeves:** Long sleeved with ribbed cuffs.
Quilted or waffle weave sleeve lining
- **Fabric:** Heavy duty cotton polyester hooded sweatshirt with waffle weave insulation.
- Shell minimum is 80% cotton, 20% polyester
- Lining is 65% Polyester, 35% cotton
- **Pockets:** Two front muff style pockets.
- **Hood:** Double lined hood with matching drawstring and metal grommets.

- **Style:** Full zipper front, full cut sweatshirt with ribbed cuffs and waistband.
- **Color:** Shall be available in the following colors:
 - High visibility safety green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5



4.2.2. CATEGORY TWO:

WINTER COAT

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction winter coat.

- **Sleeves:** Long sleeves with two button adjustable or ribbed cuffs.
- **Fabric:** 12 oz. Heavy weight, breathable, waterproof or water repellent, woven polyester or canvas outer shell with blanket or quilted zip-in lining. Class 3A reflective stripes on outer shell.
- **Pockets:** Two (2) or more patch pockets with button or snap flap and one (1) inside safety pocket.
- **Style:** Inner Zip and outer snap front coat with collar and top collar snaps for hood; metal rivets at vital stress points.
- **Buttons:** Metal snaps on outside of zipper front and snaps on each adjustable cuff and a minimum of one metal pocket flap button.
- **Color:** High Visibility Safety Green/Black or Navy.
- **Sizes:** Must be available in sizes from small to XXXL. If pricing is higher for specific sizes, it must be so noted on the pricing submittal sheet.
- **Logo:** See Section 4.2.5



SEMI-FORMAL WINTER JACKET

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction semi-formal winter jacket.

- **Sleeves:** Long sleeves with two button adjustable or ribbed cuffs.
- **Fabric:** 100% poly bonded with blended poly interlock soft shell or equivalent to maintain a crisp look.
- **Pockets:** Two (2) slash pockets and optional one (1) inside safety pocket.
- **Style:** Zip front coat with collar.
- **Color:** Black.
- **Sizes:** Must be available in sizes from small to XXXL. If pricing is higher for specific sizes, it must be so noted on the pricing submittal sheet.
- **Logo:** Logo shall be embroidered white. See Section 4.2.5.



4.2.3. CATEGORY THREE:

WORK PANTS

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction work pants. **All work pants shall be Dickies Original Work Pant or Carhartt Canvas Work Dungarees pants.**

- **Fabric:** Heavy duty 65% polyester/35% cotton or 7-9 oz. canvas, soil release, permanent press, machine washable.
- **Pockets:** Minimum of two (2) side pockets and two rear pockets.
- **Style:** Traditional industrial use pant with flat front zipper fly and button or snap waist fastener and hemmed leg bottoms (no cuffs).
- **Buttons:** All buttons or snaps to be commercial grade.
- **Color:** Khaki or tan only.
- **Sizes:**
- **Men:** Must be available in waist sizes from 28" – 60" and inseam lengths from 28" to 36". If prices are higher for longer inseam lengths, it must be so noted on the pricing submittal sheet.
- **Women:** Must be available in sizes 2 – 24 with inseam from Petite to Tall (28" – 36")



4.2.4. CATEGORY FOUR:

SUMMER CAP

- **Fabric:** 100% polyester mesh
- **Panels:** 5-6
- **Closure:** Hook and loop or self fabric with slide buckle
- **Color:** Shall be available in the following colors:
 - High visibility safety green
 - Black
- **Logo:** Logo shall be embroidered, black logo on green hat, white logo on black hat. See Section 4.2.5



WINTER HAT

- **Fabric:** 100% acrylic or polyester beanie/skull cap
- **Features:** Stretch for good fit and shape retention with 3" folding cuff for easy logo mark.
- **Color:** Shall be available in the following colors:
 - High visibility safety green
 - Black
- **Logo:** Logo shall be embroidered, black logo on green hat, white logo on black hat. See Section 4.2.5



4.2.5. CITY LOGO

Scope: City of Grand Junction logo will be screen printed, unless otherwise noted in the Category Section(s), on the left chest of all upper garments and the center of all headgear in a contrasting color.

Logo shall be approximately 4-1/2" x 1" or appropriate size for each garment. Electronic file of logo will be provided to the awarded vendor(s). Logo shall be screen printed in black on safety green and gray colors, and shall be printed in white on black and navy blue colors.

The following information is regarding the City of Grand Junction Graphic Standards:

Logo

The two rivers logo was adopted by the City Council in May of 2004. The two blue curves – representing the Colorado and Gunnison Rivers – symbolize the core characteristics of the organization – unity, the coming together of ideas and people working as one, toward one common objective.

Purpose

As a key identifier and brand for the City of Grand Junction, the logo must be used consistently and correctly in order to perform its function, and properly represent the integrity of the City. Ultimately, all applications from letterhead to signage will display the logo accurately.

Trademark

The logo is a registered Federal trademark and can be used only with express, written permission of the City of Grand Junction.



Colors

For purposes of this contract, all printing will be in black or white, depending on the color of the garment.

Font

The primary font for all support materials for the Grand Junction identity is Garamond. This font should be used for all text that directly supports the logo. For text in memos and letters, Times New Roman or Arial should be used.

The font used for the logotype is Dragon Bold. The actual logo graphic (provided in .JPG, .TIF, .EPS formats) should be used in all cases. Any attempts at recreating the logo or making alterations or additions must be avoided.

Garamond Font:

abcdefghijklmnopqrstuvwxy 1234567890

ABCDEFGHIJKLMNOPQRSTUVWXYZ 1234567890

Garamond Bold:

abcdefghijklmnopqrstuvwxy 1234567890

ABCDEFGHIJKLMNOPQRSTUVWXYZ 1234567890

Garamond Italic:

abcdefghijklmnopqrstuvwxy 1234567890

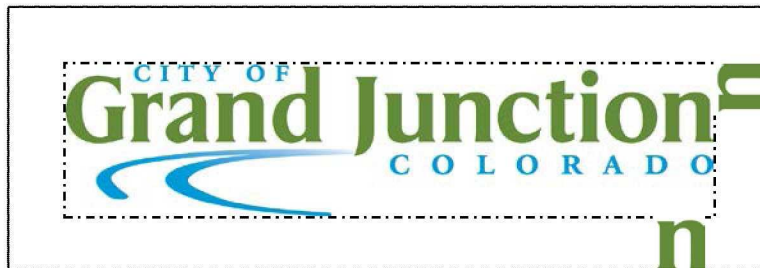
ABCDEFGHIJKLMNOPQRSTUVWXYZ 1234567890

Usage Guidelines

The Grand Junction logo must be surrounded by a minimum amount of clear space to prevent it from becoming crowded by other typographic and design elements. The required clear space is measured by the height of the 'n' in the logotype.

Unacceptable usages of the logo include: placing the logo within another shape or element, adding drop shadows or other graphic treatments, adding outlined or other dimensional treatments, rotating the logo, separating the logo elements or altering the proportions of the logo.

Reproduction of the logo should always begin with the high-resolution digital file. It should not be reproduced by scanning, tracing or other attempts at recreating the logo. It should also never be incorporated typographically into a headline or body of copy, nor repeated as a "wallpaper" background.



- 4.3. Contractor Responsibilities:** All clothing supplied is to be in accordance with the attached specifications. Alternate proposals must be clearly noted on the price proposal as an exception to the specifications. If no specification exception is noted on the proposal sheet, it will be understood that the clothing to be supplied is as specified. Sub-quality garments will be cause for rejection and the garments will be returned to the successful contract provider. The contractor will be required to replace sub-quality or defective items at no additional cost to the City.
- 4.3.1.** It is the responsibility of the contractor to notify the Owner immediately via email if the items specified are discontinued, replaced, or not available past the specified delivery time.
 - 4.3.2.** The Contractor must assign one key contact readily available, available majority of times, person in their organization that Owner personnel can communicate with regarding terms, conditions, and problems relative to the contract.
 - 4.3.3.** Email orders shall be accepted by the Contractor. Explain how your system will track and fulfill the order(s). The Owner is very interested in online ordering systems.
 - 4.3.4.** If an item is received that is an incorrect size or style, the item shall be returned at the Contractor's expense. In your proposal indicate how returns are addressed and the time it will take to receive a correct clothing item.
- 4.4. Warranty:** Items provided as a result of this RFP shall be free of defect upon delivery. Defective items shall be replaced at no cost to the Owner. All Screen Printed and Embroidered Logos shall be warrantied for at least **two (2)** years. If the screen printed or embroidered logo shall become faded, peel, or defective within this time-frame, the garment shall be replaced free of charge. The Owner shall educate its workforce on proper washing and drying practices upon receipt of such information from the awarded contractor(s).

- 4.5. Conflicts/Complaints:** It is the intent that the administration of the contract will be accomplished between the City’s Contract Administrator and the provider(s). However, if a disagreement develops between the provider and the City’s Contract Administrator, the Purchasing Representative noted on the front of this document shall be contacted to assist in resolution of any disagreements. Any contradiction or complaints should be directed to the Purchasing Representative in writing, with a copy mailed to Contract Administrator.
- 4.6. Quantity:** This Request for Proposals or subsequent contract shall not guarantee minimum or maximum order quantities. The Owner has attempted to provide the estimated first year order quantities in **Attachment A**. Attachment A also displays the previous two year issue quantities as well as quantities currently on hand. All numbers provided are approximate.
- 4.7. Samples:** The Owner reserves the right to request sample items free of charge from the awarded vendor. Sample items shall not be screen printed and the Owner shall be responsible for shipping. The Owner shall be invoiced for all sample items not returned to the vendor within 30 days after contract expiration/termination. Requests for price increases must be substantiated by written documentation. Adjustments, if allowed, will not apply to any outstanding orders.
- 4.8. Price:** Fees for all Work Clothing items shall be all-inclusive to include screen printing or embroidery of Owner Logo, delivery, and any other associated fees. Prices and fees shall remain firm for the entire contract period. If the contractor’s cost or fees for items awarded are increased, the contractor may apply to the Contract Manager for a contract price review. No review shall be allowed prior to the end of the contract anniversary date. The Contract Manager must be notified in writing thirty (30) days prior to any price increase effective date.
- 4.9. Delivery:** All items purchased (including samples and invoices) shall be delivered within two weeks of order placement, FOB Destination to the following address:

Stores Warehouse
 333 West Avenue
 Grand Junction, CO 81501

4.10. RFP Tentative Time Schedule:

- | | |
|---|-------------------|
| • Request for Proposal available | February 6, 2015 |
| • Inquiry deadline, no questions after noon this date | February 25, 2015 |
| • Addenda Issued by | February 26, 2015 |
| • Submittal deadline for proposals | March 3, 2015 |
| • Owner evaluation of proposals | March 4-11, 2015 |
| • Final selection | Mid-March, 2015 |

4.11. Questions Regarding Scope of Services:

Nicholas C Jones, Buyer
Nickj@gjcity.org

4.12. Contract: The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the supplier and the Owner, be extended under the terms and conditions of the contract for up to three (3), one (1) year contract periods, contingent upon appropriation by the City Council and satisfaction of both parties.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

- 5.1 **Submission:** *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**) For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A** to **F**.
- A. **Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
 - B. **Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction/Mesa County and include prior experience in similar projects.
 - C. **Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include an explanation of how your system will track and fulfill the order(s) as well as how returns are addressed and the time it will take to receive a correct clothing item.
 - D. **References:** A minimum of three (3) **references** with their names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size.
 - E. **Fee Proposal:** Provide a complete list of costs using Solicitation Response Form found in Section 7.
 - F. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Experience and Established Business
- Necessary resources
- Delivery Time
- References
- Fees
- Ordering and Shipping Procedures/System

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor. It is the intent of the Owner to Award based on Categories, although the Owner reserves the right to award items in the best interest of the City of Grand Junction.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP 3990-15-NJ “Work Clothing”

Offeror must submit entire Form completed, dated and signed.

- 1) **Total cost to provide all material, screen printing, supplies, shipping and handling etc. necessary per specifications:**

<u>CATEGORY ONE</u>				
	<u>ITEM</u>	<u>PRICE/item</u> <u>S-XL</u>	<u>PRICE/item</u> <u>XXL</u>	<u>PRICE/item</u> <u>XXXL</u>
1	Work Shirt Short Sleeve – Safety Green State Brand: _____			
2	Work Shirt Short Sleeve – Grey State Brand: _____			
3	Work Shirt Short Sleeve – Navy Blue State Brand: _____			
4	Work Shirt Long Sleeve – Safety Green State Brand: _____			
5	Work Shirt Long Sleeve – Grey State Brand: _____			
6	Work Shirt Long Sleeve – Navy Blue State Brand: _____			
7	T-Shirt Short Sleeve – Safety Green State Brand: _____			
8	T-Shirt Short Sleeve – Grey State Brand: _____			
9	T-Shirt Short Sleeve – Navy Blue State Brand: _____			
10	T-Shirt Long Sleeve – Safety Green State Brand: _____			
11	T-Shirt Long Sleeve – Grey State Brand: _____			
12	T-Shirt Long Sleeve – Navy Blue State Brand: _____			
13	Polo Shirt Short Sleeve – Safety Green State Brand: _____			

14	Polo Shirt Short Sleeve – Grey State Brand: _____			
15	Polo Shirt Short Sleeve – Navy Blue State Brand: _____			
16	Polo Shirt Long Sleeve – Safety Green State Brand: _____			
17	Polo Shirt Long Sleeve – Grey State Brand: _____			
18	Polo Shirt Long Sleeve – Navy Blue State Brand: _____			
19	Dress Shirt – State Color: _____ State Brand: _____			
21	Sweatshirt – Safety Green State Brand: _____			
21	Sweatshirt – Grey State Brand: _____			
22	Sweatshirt – Navy Blue State Brand: _____			
23	Pullover Hooded Sweatshirt – Safety Green State Brand: _____			
24	Pullover Hooded Sweatshirt – Grey State Brand: _____			
25	Pullover Hooded Sweatshirt – Navy Blue State Brand: _____			
26	Insulated Hooded Sweatshirt – Safety Green State Brand: _____			
27	Insulated Hooded Sweatshirt – Grey State Brand: _____			
28	Insulated Hooded Sweatshirt – Navy Blue State Brand: _____			
<u>CATEGORY TWO</u>				
	<u>ITEM</u>	<u>PRICE/item</u> <u>S-XL</u>	<u>PRICE/item</u> <u>XXL</u>	<u>PRICE/item</u> <u>XXXL</u>
29	Winter Coat State Brand: _____			

30	Semi-Formal Winter Jacket State Brand: _____			
<u>CATEGORY THREE</u>				
	<u>ITEM</u>	<u>PRICE/item</u>	<u>PRICE/item</u> <u>Additional Sizes</u>	
31	Men's Dickies brand Original 874 work pant			
32	Men's Carhartt brand Canvas work dungaree			
33	Women's Dickies brand Original work pant			
34	Women's Carhartt brand canvas pant			
<u>CATEGORY FOUR</u>				
	<u>ITEM</u>	<u>PRICE/item</u>	<u>PRICE/item</u> <u>Additional Sizes</u>	
35	Summer Cap – safety green			
36	Summer Cap – black			
37	Winter Hat – safety green			
38	Winter Hat – black			

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Date: _____
- Direct purchases by the Owner are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Title

Address of Offeror

Owner, State, and Zip Code

Phone Number

E-mail Address of Agent

Attachment A - RFP-3990-15-NJ

Item Description	Estimated 2015 Order Quantity	Quantity on Hand 1/28/2015	2013 Issue Quantity	2014 Issue Quantity
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, SM		4	0	0
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, MD		6	1	0
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, LG	6	0	3	4
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, XL		23	2	2
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, 2X		11	0	2
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, 3X	2	1	0	2
WORK SHIRT, LNG SLV, BTNS, GREY, SM		4	0	0
WORK SHIRT, LNG SLV, BTNS, GREY, MD		8	2	0
WORK SHIRT, LNG SLV, BTNS, GREY, LG		7	2	2
WORK SHIRT, LNG SLV, BTNS, GREY, XL		22	4	2
WORK SHIRT, LNG SLV, BTNS, GREY, 2X		4	2	0
WORK SHIRT, LNG SLV, BTNS, GREY, 3X	2	3	0	0
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, SM		4	0	0
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, MD		19	1	0
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, LG	3	3	7	4
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, XL		26	4	4
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, 2X		16	6	5
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, 3X		20	0	3
WORK SHIRT, SHT SLV, BTNS, GREY, SM		4	0	0
WORK SHIRT, SHT SLV, BTNS, GREY, MD	2	2	0	4
WORK SHIRT, SHT SLV, BTNS, GREY, LG		9	3	5
WORK SHIRT, SHT SLV, BTNS, GREY, XL		16	6	12
WORK SHIRT, SHT SLV, BTNS, GREY, 2X		5	0	6
WORK SHIRT, SHT SLV, BTNS, GREY, 3X		5	0	0
T SHIRT, LNG SLV, SFTY GRN, SM		9	4	1
T SHIRT, LNG SLV, SFTY GRN, MD		18	2	3
T SHIRT, LNG SLV, SFTY GRN, LG		50	31	40
T SHIRT, LNG SLV, SFTY GRN, XL		47	40	36
T SHIRT, LNG SLV, SFTY GRN, 2X		48	6	3
T SHIRT, LNG SLV, SFTY GRN, 3X		22	3	7
T SHIRT, LNG SLV, GREY, SM		5	0	0
T SHIRT, LNG SLV, GREY, MD		6	4	4
T SHIRT, LNG SLV, GREY, LG		26	7	7
T SHIRT, LNG SLV, GREY, XL		20	15	14
T SHIRT, LNG SLV, GREY, 2X		20	8	3
T SHIRT, LNG SLV, GREY, 3X		6	0	0
T SHIRT, SHT SLV, SFTY GRN, SM		11	1	0
T SHIRT, SHT SLV, SFTY GRN, MD		25	26	16
T SHIRT, SHT SLV, SFTY GRN, LG	12	81	72	114
T SHIRT, SHT SLV, SFTY GRN, XL	2	81	86	79
T SHIRT, SHT SLV, SFTY GRN, 2X		39	28	33
T SHIRT, SHT SLV, SFTY GRN, 3X		29	20	32
T SHIRT, SHT SLV, GREY, SM		4	1	0
T SHIRT, SHT SLV, GREY, MD		10	0	10
T SHIRT, SHT SLV, GREY, LG		42	26	30
T SHIRT, SHT SLV, GREY, XL		64	43	22
T SHIRT, SHT SLV, GREY, 2X		41	10	5
T SHIRT, SHT SLV, GREY, 3X	2	2	0	3
POLO SHIRT, LNG SLV, SFTY GRN, SM		4	0	0
POLO SHIRT, LNG SLV, SFTY GRN, MD		9	0	0
POLO SHIRT, LNG SLV, SFTY GRN, LG		6	0	0
POLO SHIRT, LNG SLV, SFTY GRN, XL		10	0	0
POLO SHIRT, LNG SLV, SFTY GRN, 2X		6	0	0
POLO SHIRT, LNG SLV, SFTY GRN, 3X		4	0	0

POLO SHIRT, NO POCKET, LNG SLV, GREY, SM		3	1	0
POLO SHIRT, NO POCKET, LNG SLV, GREY, MD		6	0	0
POLO SHIRT, NO POCKET, LNG SLV, GREY, LG		10	0	0
POLO SHIRT, NO POCKET, LNG SLV, GREY, XL		6	0	4
POLO SHIRT, NO POCKET, LNG SLV, GREY, 2X		6	0	0
POLO SHIRT, NO POCKET, LNG SLV, GREY, 3X		4	0	0
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, SM		6	0	0
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, MD		14	2	0
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, LG		13	0	2
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, XL		11	0	0
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, 2X		9	0	0
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, 3X		10	0	0
POLO SHIRT, SHT SLV, GREY, SM	2	3	0	4
POLO SHIRT, SHT SLV, GREY, MD		27	0	2
POLO SHIRT, SHT SLV, GREY, LG		60	7	3
POLO SHIRT, SHT SLV, GREY, XL		37	25	18
POLO SHIRT, SHT SLV, GREY, 2X		10	2	6
POLO SHIRT, SHT SLV, GREY, 3X		7	0	2
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, SM	4			
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, MD	5			
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, LG	6			
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, XL	9			
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, 2X	4			
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, 3X	4			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, SM	4			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, MD	6			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, LG	11			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, XL	18			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, 2X	12			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, 3X	4			
T SHIRT, LNG SLV, NAVY BLUE, SM		5	1	0
T SHIRT, LNG SLV, NAVY BLUE, MD		10	0	2
T SHIRT, LNG SLV, NAVY BLUE, LG		24	14	18
T SHIRT, LNG SLV, NAVY BLUE, XL		30	10	9
T SHIRT, LNG SLV, NAVY BLUE, 2X		12	2	7
T SHIRT, LNG SLV, NAVY BLUE, 3X		4	0	2
T SHIRT, SHT SLV, NAVY BLUE, SM		9	3	0
T SHIRT, SHT SLV, NAVY BLUE, MD		13	0	15
T SHIRT, SHT SLV, NAVY BLUE, LG		54	9	25
T SHIRT, SHT SLV, NAVY BLUE, XL		65	19	37
T SHIRT, SHT SLV, NAVY BLUE, 2X		32	4	5
T SHIRT, SHT SLV, NAVY BLUE, 3X		15	6	3
POLO SHIRT, LNG SLV, NAVY BLUE, SM	4			
POLO SHIRT, LNG SLV, NAVY BLUE, MD	4			
POLO SHIRT, LNG SLV, NAVY BLUE, LG	6			
POLO SHIRT, LNG SLV, NAVY BLUE, XL	8			
POLO SHIRT, LNG SLV, NAVY BLUE, 2X	4			
POLO SHIRT, LNG SLV, NAVY BLUE, 3X	4			
POLO SHIRT, SHT SLV, NAVY BLUE, 2X	4			
POLO SHIRT, SHT SLV, NAVY BLUE, 3X	4			
POLO SHIRT, SHT SLV, NAVY BLUE, LG	6			
POLO SHIRT, SHT SLV, NAVY BLUE, MD	4			
POLO SHIRT, SHT SLV, NAVY BLUE, SM	4			
POLO SHIRT, SHT SLV, NAVY BLUE, XL	19			
DRESS SHIRT, LNG SLV, BTNS, STONE, SM		0	0	0
DRESS SHIRT, LNG SLV, BTNS, STONE, MD	1	0	0	1
DRESS SHIRT, LNG SLV, BTNS, STONE, LG	1	0	1	0
DRESS SHIRT, LNG SLV, BTNS, STONE, XL	1	0	1	0
DRESS SHIRT, LNG SLV, BTNS, STONE, 2X	2	1	1	2

DRESS SHIRT, LNG SLV, BTNS, STONE, 3X		0	0	0
DRESS SHIRT, SHT SLV, BTNS, STONE, SM		0	0	0
DRESS SHIRT, SHT SLV, BTNS, STONE, MD	2	0	2	0
DRESS SHIRT, SHT SLV, BTNS, STONE, LG		0	0	0
DRESS SHIRT, SHT SLV, BTNS, STONE, XL	3	0	4	2
DRESS SHIRT, SHT SLV, BTNS, STONE, 2X		1	0	1
DRESS SHIRT, SHT SLV, BTNS, STONE, 3X		0	0	0
SWEAT SHIRT, CREW, SFTY GRN, SM		6	0	0
SWEAT SHIRT, CREW, SFTY GRN, MD		18	0	0
SWEAT SHIRT, CREW, SFTY GRN, LG	3	21	9	15
SWEAT SHIRT, CREW, SFTY GRN, XL	10	23	15	18
SWEAT SHIRT, CREW, SFTY GRN, 2X	2	14	10	5
SWEAT SHIRT, CREW, SFTY GRN, 3X		14	11	0
SWEAT SHIRT, CREW, GREY, SM		4	0	0
SWEAT SHIRT, CREW, GREY, MD		6	0	2
SWEAT SHIRT, CREW, GREY, LG	12	4	8	8
SWEAT SHIRT, CREW, GREY, XL	19	6	8	17
SWEAT SHIRT, CREW, GREY, 2X	6	2	0	8
SWEAT SHIRT, CREW, GREY, 3X		3	1	0
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, SM		5	0	0
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, MD		12	1	0
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, LG		37	5	2
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, XL		90	3	5
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, 2X		29	1	2
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, 3X		5	2	0
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, SM		2	1	1
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, MD		7	0	0
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, LG		6	3	1
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, XL		13	3	4
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, 2X		6	0	3
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, 3X		5	0	0
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, SM		6	0	0
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, MD		8	0	0
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, LG	2	14	6	10
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, XL		73	12	11
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, 2X		18	3	2
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, 3X		14	2	1
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, SM		6	1	0
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, MD		8	0	0
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, LG		11	3	2
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, XL	12	8	7	13
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, 2X		5	1	2
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, 3X		5	0	0
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, SM		2		1
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, MD		2		1
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, LG		8		6
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, XL		15		7
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, 2X		8		0
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, 3X		7		1
SWEAT SHIRT, PULL-OVER, HOOD, GREY, SM		3		0
SWEAT SHIRT, PULL-OVER, HOOD, GREY, MD		3		0
SWEAT SHIRT, PULL-OVER, HOOD, GREY, LG		17		0
SWEAT SHIRT, PULL-OVER, HOOD, GREY, XL		21		1
SWEAT SHIRT, PULL-OVER, HOOD, GREY, 2X		8		0
SWEAT SHIRT, PULL-OVER, HOOD, GREY, 3X		8		0
SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, SM		3		0
SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, MD		3		0
SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, LG		16		1
SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, XL		17		5

SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, 2X		5		1
SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, 3X		8		0
WINTER COAT, CLASS 3, SM, (N/S)		2	1	1
WINTER COAT, CLASS 3, MD, (N/S)		3	1	0
WINTER COAT, CLASS 3, LG, (N/S)	2	4	2	4
WINTER COAT, CLASS 3, XL, (N/S)		11	3	6
WINTER COAT, CLASS 3, 2X, (N/S)		6	3	3
WINTER COAT, CLASS 3, 3X, (N/S)		7	4	0
WINTER JACKET, SEMI-FORMAL, BLACK, SM, (N/S)	2	0	0	1
WINTER JACKET, SEMI-FORMAL, BLACK, MD, (N/S)		2	0	1
WINTER JACKET, SEMI-FORMAL, BLACK, LG, (N/S)	2	2	2	2
WINTER JACKET, SEMI-FORMAL, BLACK, XL, (N/S)		3	1	1
WINTER JACKET, SEMI-FORMAL, BLACK, 2X, (N/S)	2	4	5	1
WINTER JACKET, SEMI-FORMAL, BLACK, 3X, (N/S)		1	0	1
WORK PANTS, MENS, DICKIES	6	1	8	3
WORK PANTS, WOMENS, DICKIES		0	0	0
WORK PANTS, MENS, CARHARTT	102	0	115	88
WORK PANTS, MENS BIG, CARHARTT		0	0	0
WORK PANTS, WOMENS, CARHARTT		0	0	0
BALL CAP, BLACK, SOLID, ONE SZ, LOGO	24	36	64	53
BALL CAP, BLACK, MESH, ONE SZ, LOGO		168	132	99
BALL CAP, GREEN, SOLID, ONE SZ, LOGO		77	2	1
BALL CAP, GREEN, MESH, ONE SZ, LOGO		60	2	0
WINTER HAT, PULL-ON, BLACK, ONE SIZE		103	69	18
WINTER HAT, PULL-ON, GREEN, ONE SIZE		28	11	0



Purchasing Division

ADDENDUM NO. 1

DATE: February 11, 2015
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Work Clothing RFP-3990-15-NJ

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

- Question 1:** "Can you help with a brand name on the Insulated Hooded Sweatshirts that you are wanting?"
Response: The Owner is not specifying a specific brand. The minimum specifications for this item have been spelled out in Section 4.2.1 of the Original Solicitation. Our current brand in stock is Dickies and some Snap'n'wear.
- Question 2:** "Can you help with a brand name for the Winter Coat Black bottom?"
Response: The Owner is not specifying a specific brand. The minimum specifications for this item have been spelled out in Section 4.2.1 of the Original Solicitation. Our current brand in stock is VEA (Visibility Enhanced Apparel).
- Question 3:** "Can you help with a brand name for the Safety green long sleeve polo and both short sleeve and long sleeve Work Shirt?"
Response: The Owner is not specifying a specific brand. The minimum specifications for this item have been spelled out in Section 4.2.1 of the Original Solicitation. Our current brand in stock is Big Top T's in the safety green polo shirt, Edwards for grey short and long sleeve work shirts, and LiteFX for safety green work shirts with some Redcap.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Nicholas C. Jones".

Nicholas C Jones, Buyer
City of Grand Junction, Colorado



**Request for Proposal
RFP-3990-15-NJ**

WORK CLOTHING

RESPONSES DUE:

March 3, 2015 prior to 1:30 PM MST

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

<https://www.rockymountainbidsystem.com/default.asp>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Nicholas C Jones, Buyer

Nickj@gjcity.org

970-244-1533

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

Work Clothing
RFP-3990-15-NJ

TABLE OF CONTENTS

Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**
- 8.0 Attachment A**

REQUEST FOR PROPOSAL
RFP-3990-15-NJ
Work Clothing

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued for the City of Grand Junction (Owner). All contact regarding this RFP is directed to:

RFP QUESTIONS:

Nicholas C Jones, Buyer
Nicki@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide Work Clothing as specified.
- 1.3 The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).*** ***This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day following the submittal deadline date and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.8 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.10 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Purchasing Supervisor. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section 1.12 entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.

- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened in the City Hall Auditorium immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (Owner) and Contractor. Owner will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings

contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Miscellaneous Conditions:** OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.6. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.7. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.

- 2.9. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.11. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.12. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.13. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.14. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.15. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.16. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.17. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.18. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.18.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship

status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.18.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.18.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.19. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).

2.20. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.21. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

2.22. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.23. Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

2.24. Indemnification: Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

- 2.25. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.26. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.27. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.28. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.29. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.30. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.31. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.32. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.33. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.34. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction/Mesa County budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the

fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction/Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.35. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.36. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.37. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.38. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.39. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.40. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.41. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.42. Multiple Offers:** Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.43. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the

participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.44. Definitions:

- 2.44.1.** “Consultant” refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.44.2.** “Offeror” refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner’s RFP.
- 2.44.3.** The term “Work” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.44.4.** “Owner” is the City of Grand Junction/Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor’s Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.44.5.** “Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may

discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.44.6. "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.45. Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2.46. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.46.1. "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed

pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident,
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The City of Grand Junction Clothing program applies to approximately 300 City employees. The City of Grand Junction currently orders and stocks a minimum supply of most items for the convenience of employees whom utilize the program. It is expected that the Owner will place 2-3 separate orders each year. This number may increase or decrease based on demand.
- 4.2. Specifications/Scope of Services:** The intent of this specification is to delineate the minimum requirements that will be accepted from Contractors/Vendors/Manufacturers that furnish City of Grand Junction Work Clothing. It is the intent of the Owner to Award contract(s) by Category, although the Owner reserves the right to make award(s) in the best interest of the Owner.

High Visibility: All safety green items must be compliant with ANSI/ISEA 107 high visibility standards for background color.

4.2.1. CATEGORY ONE:

WORK SHIRT, all season.

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction work shirts.

- **Sleeves:** Long sleeves with vented slot one button cuffs or short sleeves (as specified at time of order).
- **Fabric:** Machine washable 65% polyester, 35% cotton blend, permanent press.
- **Pockets:** One or two per manufacturer. All pockets must be bartacked.
- **Style:** Full cut with tails and plain or placket front closure.
- **Collar:** Lined or banded collar with permanent stays or button down style.
- **Buttons:** Minimum of five (5), plus stainless steel snap or additional button for collar (not including pocket buttons if manufacturer provides). All buttons to be heavy duty commercial grade.
- **Color:** Must be available in the following colors:
 - High Visibility Safety Green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5.



TEE SHIRTS

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction tee shirts.

- **Sleeves:** Short sleeves with double stitched hems or long sleeves with ribbed cuffs.
- **Fabric:** Minimum 5.3 oz. Pre-shrunk, 100% heavy cotton jersey.
- **Style:** Pullover, crew neck, full cut tee shirt with pocket and double stitched bottom hem.
- **Pockets:** Styles shall include one pocket. All pockets must be bartacked
- **Color:** Must be available in the following colors:
 - High visibility safety green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5



POLO/SPORT SHIRT

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction sport shirts.

- **Sleeves:** Long or short sleeves with welt or ribbed sleeve bands.
- **Fabric:** Pique knit or jersey 50/50 poly/cotton.
- **Pockets:** Styles shall include one pocket. All pockets must be bartacked
- **Style:** Traditional golf style, pull over with two or three-button placket.
- **Collar:** Contoured knit or welt collar.
- **Color:** Must be available in the following colors:
 - High visibility safety green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men and women's sizes from small to XXXL.
- **Logo:** Logo shall be embroidered. See Section 4.2.5



DRESS SHIRT

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction dress shirt.

- **Sleeves:** Long sleeves with button-through sleeve plackets or short sleeve hemmed..
- **Fabric:** 100% two-ply cotton to retain look without ironing.
- **Pockets:** One or two Patch pockets per manufacturer. All pockets must be bartacked.
- **Style:** Full cut with tails, two back pleats and plain or placket front closure.
- **Collar:** Lined or banded collar with button-down collar.
- **Color:** Must be available in a neutral color. Specify color on Response Form
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5.



SWEATSHIRTS

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction sweat shirts.

- **Sleeves:** Long sleeved with ribbed cuffs.
- **Fabric:** Minimum 7.5 oz. Pre-shrunk, 50/50 cotton/poly blend.
- **Style:** Pullover, crew neck, full cut sweatshirt with ribbed collar, cuffs and waistband.
- **Color:** Must be available in the following colors:
 - High visibility Safety Green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5



PULLOVER HOODED SWEATSHIRTS

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction pullover hooded sweat shirts.

- **Sleeves:** Long sleeved with ribbed cuffs.
- **Fabric:** Minimum 9.0 oz. Pre-shrunk, 50/50 cotton/poly blend.
- **Pockets:** Two front muff style pockets.
- **Hood:** Double lined hood with matching drawstring and metal grommets.
- **Style:** Pullover hooded sweatshirt with ribbed cuffs and waistband.
- **Color:** Shall be available in the following colors:
 - High visibility safety green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5



INSULATED HOODED SWEATSHIRTS

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction insulated hooded sweat shirts.

- **Sleeves:** Long sleeved with ribbed cuffs.
Quilted or waffle weave sleeve lining
- **Fabric:** Heavy duty cotton polyester hooded sweatshirt with waffle weave insulation.
- Shell minimum is 80% cotton, 20% polyester
- Lining is 65% Polyester, 35% cotton
- **Pockets:** Two front muff style pockets.
- **Hood:** Double lined hood with matching drawstring and metal grommets.

- **Style:** Full zipper front, full cut sweatshirt with ribbed cuffs and waistband.
- **Color:** Shall be available in the following colors:
 - High visibility safety green
 - Athletic Heather. Grey if not available.
 - Navy Blue
- **Sizes:** Must be available in men's and women's sizes from small to XXXL.
- **Logo:** See Section 4.2.5



4.2.2. CATEGORY TWO:

WINTER COAT

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction winter coat.

- **Sleeves:** Long sleeves with two button adjustable or ribbed cuffs.
- **Fabric:** 12 oz. Heavy weight, breathable, waterproof or water repellent, woven polyester or canvas outer shell with blanket or quilted zip-in lining. Class 3A reflective stripes on outer shell.
- **Pockets:** Two (2) or more patch pockets with button or snap flap and one (1) inside safety pocket.
- **Style:** Inner Zip and outer snap front coat with collar and top collar snaps for hood; metal rivets at vital stress points.
- **Buttons:** Metal snaps on outside of zipper front and snaps on each adjustable cuff and a minimum of one metal pocket flap button.
- **Color:** High Visibility Safety Green/Black or Navy.
- **Sizes:** Must be available in sizes from small to XXXL. If pricing is higher for specific sizes, it must be so noted on the pricing submittal sheet.
- **Logo:** See Section 4.2.5



SEMI-FORMAL WINTER JACKET

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction semi-formal winter jacket.

- **Sleeves:** Long sleeves with two button adjustable or ribbed cuffs.
- **Fabric:** 100% poly bonded with blended poly interlock soft shell or equivalent to maintain a crisp look.
- **Pockets:** Two (2) slash pockets and optional one (1) inside safety pocket.
- **Style:** Zip front coat with collar.
- **Color:** Black.
- **Sizes:** Must be available in sizes from small to XXXL. If pricing is higher for specific sizes, it must be so noted on the pricing submittal sheet.
- **Logo:** Logo shall be embroidered white. See Section 4.2.5.



4.2.3. CATEGORY THREE:

WORK PANTS

Scope: The intent of this specification is to delineate the **minimum requirements** that will be accepted from vendors/manufacturers that furnish City of Grand Junction work pants. **All work pants shall be Dickies Original Work Pant or Carhartt Canvas Work Dungarees pants.**

- **Fabric:** Heavy duty 65% polyester/35% cotton or 7-9 oz. canvas, soil release, permanent press, machine washable.
- **Pockets:** Minimum of two (2) side pockets and two rear pockets.
- **Style:** Traditional industrial use pant with flat front zipper fly and button or snap waist fastener and hemmed leg bottoms (no cuffs).
- **Buttons:** All buttons or snaps to be commercial grade.
- **Color:** Khaki or tan only.
- **Sizes:**
- **Men:** Must be available in waist sizes from 28” – 60” and inseam lengths from 28” to 36”. If prices are higher for longer inseam lengths, it must be so noted on the pricing submittal sheet.
- **Women:** Must be available in sizes 2 – 24 with inseam from Petite to Tall (28” – 36”)



4.2.4. CATEGORY FOUR:

SUMMER CAP

- **Fabric:** 100% polyester mesh
- **Panels:** 5-6
- **Closure:** Hook and loop or self fabric with slide buckle
- **Color:** Shall be available in the following colors:
 - High visibility safety green
 - Black
- **Logo:** Logo shall be embroidered, black logo on green hat, white logo on black hat. See Section 4.2.5



WINTER HAT

- **Fabric:** 100% acrylic or polyester beanie/skull cap
- **Features:** Stretch for good fit and shape retention with 3” folding cuff for easy logo mark.
- **Color:** Shall be available in the following colors:
 - High visibility safety green
 - Black
- **Logo:** Logo shall be embroidered, black logo on green hat, white logo on black hat. See Section 4.2.5



4.2.5. CITY LOGO

Scope: City of Grand Junction logo will be screen printed, unless otherwise noted in the Category Section(s), on the left chest of all upper garments and the center of all headgear in a contrasting color.

Logo shall be approximately 4-1/2" x 1" or appropriate size for each garment. Electronic file of logo will be provided to the awarded vendor(s). Logo shall be screen printed in black on safety green and gray colors, and shall be printed in white on black and navy blue colors.

The following information is regarding the City of Grand Junction Graphic Standards:

Logo

The two rivers logo was adopted by the City Council in May of 2004. The two blue curves – representing the Colorado and Gunnison Rivers – symbolize the core characteristics of the organization – unity, the coming together of ideas and people working as one, toward one common objective.

Purpose

As a key identifier and brand for the City of Grand Junction, the logo must be used consistently and correctly in order to perform its function, and properly represent the integrity of the City. Ultimately, all applications from letterhead to signage will display the logo accurately.

Trademark

The logo is a registered Federal trademark and can be used only with express, written permission of the City of Grand Junction.



Colors

For purposes of this contract, all printing will be in black or white, depending on the color of the garment.

Font

The primary font for all support materials for the Grand Junction identity is Garamond. This font should be used for all text that directly supports the logo. For text in memos and letters, Times New Roman or Arial should be used.

The font used for the logotype is Dragon Bold. The actual logo graphic (provided in .JPG, .TIF, .EPS formats) should be used in all cases. Any attempts at recreating the logo or making alterations or additions must be avoided.

Garamond Font:

abcdefghijklmnopqrstuvwxyz 1234567890

ABCDEFGHIJKLMNOPQRSTUVWXYZ 1234567890

Garamond Bold:

abcdefghijklmnopqrstuvwxyz 1234567890

ABCDEFGHIJKLMNOPQRSTUVWXYZ 1234567890

Garamond Italic:

abcdefghijklmnopqrstuvwxyz 1234567890

ABCDEFGHIJKLMNOPQRSTUVWXYZ 1234567890

Usage Guidelines

The Grand Junction logo must be surrounded by a minimum amount of clear space to prevent it from becoming crowded by other typographic and design elements. The required clear space is measured by the height of the 'n' in the logotype.

Unacceptable usages of the logo include: placing the logo within another shape or element, adding drop shadows or other graphic treatments, adding outlined or other dimensional treatments, rotating the logo, separating the logo elements or altering the proportions of the logo.

Reproduction of the logo should always begin with the high-resolution digital file. It should not be reproduced by scanning, tracing or other attempts at recreating the logo. It should also never be incorporated typographically into a headline or body of copy, nor repeated as a "wallpaper" background.



- 4.3. Contractor Responsibilities:** All clothing supplied is to be in accordance with the attached specifications. Alternate proposals must be clearly noted on the price proposal as an exception to the specifications. If no specification exception is noted on the proposal sheet, it will be understood that the clothing to be supplied is as specified. Sub-quality garments will be cause for rejection and the garments will be returned to the successful contract provider. The contractor will be required to replace sub-quality or defective items at no additional cost to the City.
- 4.3.1.** It is the responsibility of the contractor to notify the Owner immediately via email if the items specified are discontinued, replaced, or not available past the specified delivery time.
 - 4.3.2.** The Contractor must assign one key contact readily available, available majority of times, person in their organization that Owner personnel can communicate with regarding terms, conditions, and problems relative to the contract.
 - 4.3.3.** Email orders shall be accepted by the Contractor. Explain how your system will track and fulfill the order(s). The Owner is very interested in online ordering systems.
 - 4.3.4.** If an item is received that is an incorrect size or style, the item shall be returned at the Contractor's expense. In your proposal indicate how returns are addressed and the time it will take to receive a correct clothing item.
- 4.4. Warranty:** Items provided as a result of this RFP shall be free of defect upon delivery. Defective items shall be replaced at no cost to the Owner. All Screen Printed and Embroidered Logos shall be warrantied for at least **two (2)** years. If the screen printed or embroidered logo shall become faded, peel, or defective within this time-frame, the garment shall be replaced free of charge. The Owner shall educate its workforce on proper washing and drying practices upon receipt of such information from the awarded contractor(s).

- 4.5. Conflicts/Complaints:** It is the intent that the administration of the contract will be accomplished between the City’s Contract Administrator and the provider(s). However, if a disagreement develops between the provider and the City’s Contract Administrator, the Purchasing Representative noted on the front of this document shall be contacted to assist in resolution of any disagreements. Any contradiction or complaints should be directed to the Purchasing Representative in writing, with a copy mailed to Contract Administrator.
- 4.6. Quantity:** This Request for Proposals or subsequent contract shall not guarantee minimum or maximum order quantities. The Owner has attempted to provide the estimated first year order quantities in **Attachment A**. Attachment A also displays the previous two year issue quantities as well as quantities currently on hand. All numbers provided are approximate.
- 4.7. Samples:** The Owner reserves the right to request sample items free of charge from the awarded vendor. Sample items shall not be screen printed and the Owner shall be responsible for shipping. The Owner shall be invoiced for all sample items not returned to the vendor within 30 days after contract expiration/termination. Requests for price increases must be substantiated by written documentation. Adjustments, if allowed, will not apply to any outstanding orders.
- 4.8. Price:** Fees for all Work Clothing items shall be all-inclusive to include screen printing or embroidery of Owner Logo, delivery, and any other associated fees. Prices and fees shall remain firm for the entire contract period. If the contractor’s cost or fees for items awarded are increased, the contractor may apply to the Contract Manager for a contract price review. No review shall be allowed prior to the end of the contract anniversary date. The Contract Manager must be notified in writing thirty (30) days prior to any price increase effective date.
- 4.9. Delivery:** All items purchased (including samples and invoices) shall be delivered within two weeks of order placement, FOB Destination to the following address:

Stores Warehouse
 333 West Avenue
 Grand Junction, CO 81501

4.10. RFP Tentative Time Schedule:

- | | |
|---|-------------------|
| • Request for Proposal available | February 6, 2015 |
| • Inquiry deadline, no questions after noon this date | February 25, 2015 |
| • Addenda Issued by | February 26, 2015 |
| • Submittal deadline for proposals | March 3, 2015 |
| • Owner evaluation of proposals | March 4-11, 2015 |
| • Final selection | Mid-March, 2015 |

4.11. Questions Regarding Scope of Services:

Nicholas C Jones, Buyer
Nickj@gjcity.org

4.12. Contract: The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the supplier and the Owner, be extended under the terms and conditions of the contract for up to three (3), one (1) year contract periods, contingent upon appropriation by the City Council and satisfaction of both parties.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

- 5.1 **Submission:** *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**) For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A** to **F**.
- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction/Mesa County and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include an explanation of how your system will track and fulfill the order(s) as well as how returns are addressed and the time it will take to receive a correct clothing item.
- D. References:** A minimum of three (3) **references** with their names, addresses and telephone numbers that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of costs using Solicitation Response Form found in Section 7.
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Experience and Established Business
- Necessary resources
- Delivery Time
- References
- Fees
- Ordering and Shipping Procedures/System

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor. It is the intent of the Owner to Award based on Categories, although the Owner reserves the right to award items in the best interest of the City of Grand Junction.

SECTION 7.0: SOLICITATION RESPONSE FORM
RFP 3990-15-NJ “Work Clothing”

Offeror must submit entire Form completed, dated and signed.

- 1) **Total cost to provide all material, screen printing, supplies, shipping and handling etc. necessary per specifications:**

<u>CATEGORY ONE</u>				
	<u>ITEM</u>	<u>PRICE/item</u> <u>S-XL</u>	<u>PRICE/item</u> <u>XXL</u>	<u>PRICE/item</u> <u>XXXL</u>
1	Work Shirt Short Sleeve – Safety Green State Brand: <u>VF Imagewear (Redcap) R30SS24YE</u>	21.35	24.17	24.17
2	Work Shirt Short Sleeve – Grey State Brand: <u>VF Imagewear (Redcap) R301T22ST</u>	24.95	28.47	28.47
3	Work Shirt Short Sleeve – Navy Blue State Brand: <u>VF Imagewear (Redcap) R301T22NV</u>	25.52	29.19	29.19
4	Work Shirt Long Sleeve – Safety Green State Brand: <u>VF Imagewear (Redcap) R30SS14YE</u>	21.52	24.39	24.39
5	Work Shirt Long Sleeve – Grey State Brand: <u>VF Imagewear (Redcap) R301T12ST</u>	26.53	30.40	30.40
6	Work Shirt Long Sleeve – Navy Blue State Brand: <u>VF Imagewear (Redcap) R301T12NV</u>	27.19	31.19	31.19
7	T-Shirt Short Sleeve – Safety Green State Brand: <u>VF Imagewear (Redcap) R30SY06YE</u>	16.6	18.48	18.48
8	T-Shirt Short Sleeve – Grey State Brand: <u>VF Imagewear (Redcap) R30SK80NV</u>	17.95	20.09	20.09
9	T-Shirt Short Sleeve – Navy Blue State Brand: <u>VF Imagewear (Redcap) R30SK80NV</u>	19.75	20.09	20.09
10	T-Shirt Long Sleeve – Safety Green State Brand: _____			
11	T-Shirt Long Sleeve – Grey State Brand: _____			
12	T-Shirt Long Sleeve – Navy Blue State Brand: _____			
13	Polo Shirt Short Sleeve – Safety Green State Brand: _____			

14	Polo Shirt Short Sleeve – Grey State Brand: VF Imagewear (Redcap) R30SK90GY	22.72	25.83	25.83
15	Polo Shirt Short Sleeve – Navy Blue State Brand: VF Imagewear (Redcap) R30SK90NV	22.72	25.83	25.83
16	Polo Shirt Long Sleeve – Safety Green State Brand: _____			
17	Polo Shirt Long Sleeve – Grey State Brand: _____			
18	Polo Shirt Long Sleeve – Navy Blue State Brand: _____			
19	Dress Shirt – State Color: _____ State Brand: VF Imagewear (Redcap) R30SR70FB	26.24	30.04	30.04
21	Sweatshirt – Safety Green State Brand: _____			
21	Sweatshirt – Grey State Brand: _____			
22	Sweatshirt – Navy Blue State Brand: _____			
23	Pullover Hooded Sweatshirt – Safety Green State Brand: _____			
24	Pullover Hooded Sweatshirt – Grey State Brand: _____			
25	Pullover Hooded Sweatshirt – Navy Blue State Brand: _____			
26	Insulated Hooded Sweatshirt – Safety Green State Brand: _____			
27	Insulated Hooded Sweatshirt – Grey State Brand: _____			
28	Insulated Hooded Sweatshirt – Navy Blue State Brand: _____			
<u>CATEGORY TWO</u>				
	<u>ITEM</u>	<u>PRICE/item</u> <u>S-XL</u>	<u>PRICE/item</u> <u>XXL</u>	<u>PRICE/item</u> <u>XXXL</u>
29	Winter Coat State Brand: Tingley T52J26002	55.49	55.49	55.49

30	Semi-Formal Winter Jacket State Brand: <u>VF Imagewear (Redcap) R30JT50BK</u>	37.04	43.01	43.01
<u>CATEGORY THREE</u>				
	<u>ITEM</u>	<u>PRICE/item</u>	<u>PRICE/item</u> <u>Additional Sizes</u>	
31	Men's Dickies brand Original 874 work pant	21.91	26.28	43.84
32	Men's Carhartt brand Canvas work dungaree	32.00	32.00	32.00
33	Women's Dickies brand Original work pant			
34	Women's Carhartt brand canvas pant	28.00	28.00	28.00
<u>CATEGORY FOUR</u>				
	<u>ITEM</u>	<u>PRICE/item</u>	<u>PRICE/item</u> <u>Additional Sizes</u>	
35	Summer Cap – safety green			
36	Summer Cap – black			
37	Winter Hat – safety green			
38	Winter Hat – black			

The Owner reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Date: 03/02/2015
- Direct purchases by the Owner are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. Payment Terms Net 30.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: N/A.

It is the responsibility of the Bidder to ensure all Addenda have been received and acknowledged.

Airgas USA LLC

Company Name – (Typed or Printed)

Brian Ahlberg

Digitally signed by Brian Ahlberg
DN: cn=Brian Ahlberg, o=Airgas, ou,
email=brian.ahlberg@airgas.com, c=US
Date: 2015.03.02 09:26:00 -0700

Authorized Agent Signature

693 Long Acre Drive

Address of Offeror

970-243-1944

Phone Number

Brian Ahlberg

Authorized Agent – (Typed or Printed)

Safety Specialist

Title

Grand Junction, CO 81505

Owner, State, and Zip Code

Brian.Ahlberg@Airgas.com

E-mail Address of Agent

Attachment A - RFP-3990-15-NJ

Item Description	Estimated 2015 Order Quantity	Quantity on Hand 1/28/2015	2013 Issue Quantity	2014 Issue Quantity
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, SM		4	0	0
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, MD		6	1	0
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, LG	6	0	3	4
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, XL		23	2	2
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, 2X		11	0	2
WORK SHIRT, LNG SLV, BTNS, SFTY GRN, 3X	2	1	0	2
WORK SHIRT, LNG SLV, BTNS, GREY, SM		4	0	0
WORK SHIRT, LNG SLV, BTNS, GREY, MD		8	2	0
WORK SHIRT, LNG SLV, BTNS, GREY, LG		7	2	2
WORK SHIRT, LNG SLV, BTNS, GREY, XL		22	4	2
WORK SHIRT, LNG SLV, BTNS, GREY, 2X		4	2	0
WORK SHIRT, LNG SLV, BTNS, GREY, 3X	2	3	0	0
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, SM		4	0	0
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, MD		19	1	0
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, LG	3	3	7	4
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, XL		26	4	4
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, 2X		16	6	5
WORK SHIRT, SHT SLV, BTNS, SFTY GRN, 3X		20	0	3
WORK SHIRT, SHT SLV, BTNS, GREY, SM		4	0	0
WORK SHIRT, SHT SLV, BTNS, GREY, MD	2	2	0	4
WORK SHIRT, SHT SLV, BTNS, GREY, LG		9	3	5
WORK SHIRT, SHT SLV, BTNS, GREY, XL		16	6	12
WORK SHIRT, SHT SLV, BTNS, GREY, 2X		5	0	6
WORK SHIRT, SHT SLV, BTNS, GREY, 3X		5	0	0
T SHIRT, LNG SLV, SFTY GRN, SM		9	4	1
T SHIRT, LNG SLV, SFTY GRN, MD		18	2	3
T SHIRT, LNG SLV, SFTY GRN, LG		50	31	40
T SHIRT, LNG SLV, SFTY GRN, XL		47	40	36
T SHIRT, LNG SLV, SFTY GRN, 2X		48	6	3
T SHIRT, LNG SLV, SFTY GRN, 3X		22	3	7
T SHIRT, LNG SLV, GREY, SM		5	0	0
T SHIRT, LNG SLV, GREY, MD		6	4	4
T SHIRT, LNG SLV, GREY, LG		26	7	7
T SHIRT, LNG SLV, GREY, XL		20	15	14
T SHIRT, LNG SLV, GREY, 2X		20	8	3
T SHIRT, LNG SLV, GREY, 3X		6	0	0
T SHIRT, SHT SLV, SFTY GRN, SM		11	1	0
T SHIRT, SHT SLV, SFTY GRN, MD		25	26	16
T SHIRT, SHT SLV, SFTY GRN, LG	12	81	72	114
T SHIRT, SHT SLV, SFTY GRN, XL	2	81	86	79
T SHIRT, SHT SLV, SFTY GRN, 2X		39	28	33
T SHIRT, SHT SLV, SFTY GRN, 3X		29	20	32
T SHIRT, SHT SLV, GREY, SM		4	1	0
T SHIRT, SHT SLV, GREY, MD		10	0	10
T SHIRT, SHT SLV, GREY, LG		42	26	30
T SHIRT, SHT SLV, GREY, XL		64	43	22
T SHIRT, SHT SLV, GREY, 2X		41	10	5
T SHIRT, SHT SLV, GREY, 3X	2	2	0	3
POLO SHIRT, LNG SLV, SFTY GRN, SM		4	0	0
POLO SHIRT, LNG SLV, SFTY GRN, MD		9	0	0
POLO SHIRT, LNG SLV, SFTY GRN, LG		6	0	0
POLO SHIRT, LNG SLV, SFTY GRN, XL		10	0	0
POLO SHIRT, LNG SLV, SFTY GRN, 2X		6	0	0
POLO SHIRT, LNG SLV, SFTY GRN, 3X		4	0	0

POLO SHIRT, NO POCKET, LNG SLV, GREY, SM		3	1	0
POLO SHIRT, NO POCKET, LNG SLV, GREY, MD		6	0	0
POLO SHIRT, NO POCKET, LNG SLV, GREY, LG		10	0	0
POLO SHIRT, NO POCKET, LNG SLV, GREY, XL		6	0	4
POLO SHIRT, NO POCKET, LNG SLV, GREY, 2X		6	0	0
POLO SHIRT, NO POCKET, LNG SLV, GREY, 3X		4	0	0
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, SM		6	0	0
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, MD		14	2	0
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, LG		13	0	2
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, XL		11	0	0
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, 2X		9	0	0
POLO SHIRT, NO POCKET, SHT SLV, SFTY GRN, 3X		10	0	0
POLO SHIRT, SHT SLV, GREY, SM	2	3	0	4
POLO SHIRT, SHT SLV, GREY, MD		27	0	2
POLO SHIRT, SHT SLV, GREY, LG		60	7	3
POLO SHIRT, SHT SLV, GREY, XL		37	25	18
POLO SHIRT, SHT SLV, GREY, 2X		10	2	6
POLO SHIRT, SHT SLV, GREY, 3X		7	0	2
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, SM	4			
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, MD	5			
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, LG	6			
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, XL	9			
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, 2X	4			
WORK SHIRT, LNG SLV, BTNS, NAVY BLUE, 3X	4			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, SM	4			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, MD	6			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, LG	11			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, XL	18			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, 2X	12			
WORK SHIRT, SHT SLV, BTNS, NAVY BLUE, 3X	4			
T SHIRT, LNG SLV, NAVY BLUE, SM		5	1	0
T SHIRT, LNG SLV, NAVY BLUE, MD		10	0	2
T SHIRT, LNG SLV, NAVY BLUE, LG		24	14	18
T SHIRT, LNG SLV, NAVY BLUE, XL		30	10	9
T SHIRT, LNG SLV, NAVY BLUE, 2X		12	2	7
T SHIRT, LNG SLV, NAVY BLUE, 3X		4	0	2
T SHIRT, SHT SLV, NAVY BLUE, SM		9	3	0
T SHIRT, SHT SLV, NAVY BLUE, MD		13	0	15
T SHIRT, SHT SLV, NAVY BLUE, LG		54	9	25
T SHIRT, SHT SLV, NAVY BLUE, XL		65	19	37
T SHIRT, SHT SLV, NAVY BLUE, 2X		32	4	5
T SHIRT, SHT SLV, NAVY BLUE, 3X		15	6	3
POLO SHIRT, LNG SLV, NAVY BLUE, SM	4			
POLO SHIRT, LNG SLV, NAVY BLUE, MD	4			
POLO SHIRT, LNG SLV, NAVY BLUE, LG	6			
POLO SHIRT, LNG SLV, NAVY BLUE, XL	8			
POLO SHIRT, LNG SLV, NAVY BLUE, 2X	4			
POLO SHIRT, LNG SLV, NAVY BLUE, 3X	4			
POLO SHIRT, SHT SLV, NAVY BLUE, 2X	4			
POLO SHIRT, SHT SLV, NAVY BLUE, 3X	4			
POLO SHIRT, SHT SLV, NAVY BLUE, LG	6			
POLO SHIRT, SHT SLV, NAVY BLUE, MD	4			
POLO SHIRT, SHT SLV, NAVY BLUE, SM	4			
POLO SHIRT, SHT SLV, NAVY BLUE, XL	19			
DRESS SHIRT, LNG SLV, BTNS, STONE, SM		0	0	0
DRESS SHIRT, LNG SLV, BTNS, STONE, MD	1	0	0	1
DRESS SHIRT, LNG SLV, BTNS, STONE, LG	1	0	1	0
DRESS SHIRT, LNG SLV, BTNS, STONE, XL	1	0	1	0
DRESS SHIRT, LNG SLV, BTNS, STONE, 2X	2	1	1	2

DRESS SHIRT, LNG SLV, BTNS, STONE, 3X		0	0	0
DRESS SHIRT, SHT SLV, BTNS, STONE, SM		0	0	0
DRESS SHIRT, SHT SLV, BTNS, STONE, MD	2	0	2	0
DRESS SHIRT, SHT SLV, BTNS, STONE, LG		0	0	0
DRESS SHIRT, SHT SLV, BTNS, STONE, XL	3	0	4	2
DRESS SHIRT, SHT SLV, BTNS, STONE, 2X		1	0	1
DRESS SHIRT, SHT SLV, BTNS, STONE, 3X		0	0	0
SWEAT SHIRT, CREW, SFTY GRN, SM		6	0	0
SWEAT SHIRT, CREW, SFTY GRN, MD		18	0	0
SWEAT SHIRT, CREW, SFTY GRN, LG	3	21	9	15
SWEAT SHIRT, CREW, SFTY GRN, XL	10	23	15	18
SWEAT SHIRT, CREW, SFTY GRN, 2X	2	14	10	5
SWEAT SHIRT, CREW, SFTY GRN, 3X		14	11	0
SWEAT SHIRT, CREW, GREY, SM		4	0	0
SWEAT SHIRT, CREW, GREY, MD		6	0	2
SWEAT SHIRT, CREW, GREY, LG	12	4	8	8
SWEAT SHIRT, CREW, GREY, XL	19	6	8	17
SWEAT SHIRT, CREW, GREY, 2X	6	2	0	8
SWEAT SHIRT, CREW, GREY, 3X		3	1	0
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, SM		5	0	0
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, MD		12	1	0
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, LG		37	5	2
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, XL		90	3	5
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, 2X		29	1	2
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, SFTY GRN, 3X		5	2	0
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, SM		2	1	1
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, MD		7	0	0
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, LG		6	3	1
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, XL		13	3	4
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, 2X		6	0	3
SWEAT SHIRT, HOOD, NON-INSUL, ZIP, GREY, 3X		5	0	0
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, SM		6	0	0
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, MD		8	0	0
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, LG	2	14	6	10
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, XL		73	12	11
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, 2X		18	3	2
SWEAT SHIRT, HOOD, INSUL, ZIP, SFTY GRN, 3X		14	2	1
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, SM		6	1	0
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, MD		8	0	0
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, LG		11	3	2
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, XL	12	8	7	13
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, 2X		5	1	2
SWEAT SHIRT, HOOD, INSUL, ZIP, GREY, 3X		5	0	0
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, SM		2		1
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, MD		2		1
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, LG		8		6
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, XL		15		7
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, 2X		8		0
SWEAT SHIRT, PULL-OVER, HOOD, SFTY GRN, 3X		7		1
SWEAT SHIRT, PULL-OVER, HOOD, GREY, SM		3		0
SWEAT SHIRT, PULL-OVER, HOOD, GREY, MD		3		0
SWEAT SHIRT, PULL-OVER, HOOD, GREY, LG		17		0
SWEAT SHIRT, PULL-OVER, HOOD, GREY, XL		21		1
SWEAT SHIRT, PULL-OVER, HOOD, GREY, 2X		8		0
SWEAT SHIRT, PULL-OVER, HOOD, GREY, 3X		8		0
SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, SM		3		0
SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, MD		3		0
SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, LG		16		1
SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, XL		17		5

SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, 2X		5		1
SWEAT SHIRT, PULL-OVER, HOOD, NAVY BLUE, 3X		8		0
WINTER COAT, CLASS 3, SM, (N/S)		2	1	1
WINTER COAT, CLASS 3, MD, (N/S)		3	1	0
WINTER COAT, CLASS 3, LG, (N/S)	2	4	2	4
WINTER COAT, CLASS 3, XL, (N/S)		11	3	6
WINTER COAT, CLASS 3, 2X, (N/S)		6	3	3
WINTER COAT, CLASS 3, 3X, (N/S)		7	4	0
WINTER JACKET, SEMI-FORMAL, BLACK, SM, (N/S)	2	0	0	1
WINTER JACKET, SEMI-FORMAL, BLACK, MD, (N/S)		2	0	1
WINTER JACKET, SEMI-FORMAL, BLACK, LG, (N/S)	2	2	2	2
WINTER JACKET, SEMI-FORMAL, BLACK, XL, (N/S)		3	1	1
WINTER JACKET, SEMI-FORMAL, BLACK, 2X, (N/S)	2	4	5	1
WINTER JACKET, SEMI-FORMAL, BLACK, 3X, (N/S)		1	0	1
WORK PANTS, MENS, DICKIES	6	1	8	3
WORK PANTS, WOMENS, DICKIES		0	0	0
WORK PANTS, MENS, CARHARTT	102	0	115	88
WORK PANTS, MENS BIG, CARHARTT		0	0	0
WORK PANTS, WOMENS, CARHARTT		0	0	0
BALL CAP, BLACK, SOLID, ONE SZ, LOGO	24	36	64	53
BALL CAP, BLACK, MESH, ONE SZ, LOGO		168	132	99
BALL CAP, GREEN, SOLID, ONE SZ, LOGO		77	2	1
BALL CAP, GREEN, MESH, ONE SZ, LOGO		60	2	0
WINTER HAT, PULL-ON, BLACK, ONE SIZE		103	69	18
WINTER HAT, PULL-ON, GREEN, ONE SIZE		28	11	0



Purchasing Division

CONTRACT EXTENSION-4342-17-SH AGREEMENT

February 6, 2017

Brian Ahlberg
Airgas USA LLC
5120 Osage St. #200
Denver, CO 80221

SOLICITATION DESCRIPTION: SECOND ANNUAL EXTENSION FOR
Request for Proposals (RFP)-3990-15-NJ
Work Clothing

Dear Brian,

This CONTRACT award is extended as of the 7th day of February 2017, by and between the City of Grand Junction, Colorado, a municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Airgas USA LLC, hereinafter in the Contract Documents referred to as the "Contractor". This extension shall cover the time period of April 1, 2017 through March 31, 2018.

The Contract and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the second annual extension as follows:

Scope of Work: The Contractor shall perform for the Owner the Work set forth in the Contract Documents referencing Request for Proposals (RFP)-3990-15-NJ Work Clothing.

Amended Scope of Work: The following item(s) shall be amended in the Scope of work as follows:

- New Item Insulated Bibs: Carhartt Bib – R27 Brown \$80.01
- New Item Coveralls : Red Kap Coverall Twill Action Back Spruce Green (36-50) \$31.18
- New Item Coveralls: Red Kap Coverall Twill Action Back Spruce Green (52-58) \$37.42

Contract Documents: The Owner's Request for Proposals (RFP)-3990-14-NJ, Contractors Response Form, Addenda to the Contract Documents, Notice of Award, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by the reference as if fully set forth.

Insurance: Please provide your updated proof of insurance as stated in "Section 3.0" of the original solicitation within 15 days after receiving this notice (unless updated Certificate is already on file). The document(s) can be emailed to Susan Hyatt at susanh@gjcity.org, or you can mail it to the Purchasing Office, 333 West Avenue, Bldg C, Grand Junction, CO 81501, attention Susan Hyatt. "City of Grand Junction" is to be noted as certificate holder.

Termination for Convenience: The performance of work under this Contract may be terminated by the Owner in whole or in part whenever the Owner determines that termination is in the Owner's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. After

