

Request for Proposal RFP-4304-16-SH

FIRE UNIFORMS AND WORK CLOTHING

RESPONSES DUE:

December 29, 2016 prior to 2:30 P.M.

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System http://www.bidnetdirect.com/colorado

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

PURCHASING REPRESENTATIVE:

Susan Hyatt susanh@gjcity.org 970/244-1513

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 solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE for this solicitation.

REQUEST FOR PROPOSAL

Fire Uniforms and Work Clothing

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REQUEST FOR PROPOSAL

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) on behalf of the Grand Junction Fire Department. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Susan Hyatt susanh@gjcity.org

- **1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide Fire Uniforms and Work Clothing.
- **1.3 The Owner:** The Owner is the City of Grand Junction, 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 through the Rocky Mountain E-Purchasing website, http://www.bidnetdirect.com/colorado. 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. The uploaded response to this RFP shall be a single PDF document with all required information included. 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.
- **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.
- 1.12 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.
- 1.13 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.
- 1.14 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.
- **1.15 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- **1.16 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. 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.
- **2.5. 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.
- **2.6.** 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.
- **2.7. 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.
- **2.8. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.9. 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.
- **2.10. 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.
- **2.11. 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.

- **2.12. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
 - 2.12.1. 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.
 - **2.12.2.** 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.
 - **2.12.3.** 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.
- 2.13. 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).
- **2.14. 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.
- 2.15. 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.
- **2.16.** 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.
- **2.17. 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.
- **2.18. 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.

- 2.19. 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.
- 2.20. 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.
- **2.21. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- **2.22. 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.
- 2.23. 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.
- **2.24. Remedies**: The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- **2.25. 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.
- **2.26.** 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.
- **2.27. 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.

- 2.28. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the City of Grand Junction budget approved by the City Council 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 fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.29. 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.
- 2.30. 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.
- **2.31. 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.
- 2.32. 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.
- **2.33. 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.
- **2.34. 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.
- 2.35. 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.
- **2.36. 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.

2.37. 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.

2.38. Definitions:

- **2.38.1.** "Contractor" 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.
- **2.38.2.** "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.
- **2.38.3.** 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.
- "Owner" is the City of Grand Junction, Colorado and is referred to throughout 2.38.4. 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.
- **2.38.5.** "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.

- **2.38.6.** "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.
- **2.39 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.
- 2.40 Keep Jobs in Colorado Act: Developer 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 projects. Developer 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 Developer claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Developer 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), Developer 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. Developer 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).

"Public Works 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

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:

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ONE MILLION DOLLARS ($1,000,000) each accident,
ONE MILLION DOLLARS ($1,000,000) disease - policy limit, and
ONE MILLION DOLLARS ($1,000,000) disease - each employee
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(b) General Liability insurance with minimum combined single limits of:

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

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ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate
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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 (a), (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: Grand Junction Firefighters and Emergency Medical Services teams provide tactical response to fire and medical emergency and non-emergency incidents for Grand Junction, Colorado, and the surrounding area serving a population of approximately 80,000. Professional looking uniforms and work clothing are an important component for the workforce. This Request for Proposals is to establish a price agreement for an open ended contract basis to supply Fire Uniforms and Work Clothing for the City of Grand Junction Fire Department. The clothing will be purchased on behalf of qualified employees by the City under the terms and pricing as established in this solicitation. All pricing is to include the cost of screen printing and embroidery.
- **4.2. Contract Period:** The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded contractor and the City covenant and agree that this Proposal or subsequent contract may, upon mutual agreement of the supplier and the City, be extended under the terms and conditions of the contract for three (3) additional one (1) year periods, contingent upon the applicable fiscal year funding.
- **4.3. Special Conditions/Provisions:** The contract(s) established as a result of this Request for Proposal is to provide uniforms and work clothing for the Grand Junction Fire Department.

In order to facilitate flexibility of purchase for various clothing items that one vendor may not be capable of supplying, <u>award will be made by category</u> based on the proposal pricing and brand identification, per the attached minimum clothing specifications. This solicitation may result in a split award with more than one vendor.

GROUP CATEGORIES ARE:

Category One

Watch Cap
Baseball Cap
Tee Shirts-Short Sleeve
Tee Shirts-Long Sleeve
Job Shirts
Uniform Cargo Shorts
Uniform Shirts-Short Sleeve
Uniform Shirts-Long Sleeve
Pants-Station
Boston Belts- Velcro with basket weave

Sweatpants- Drawstring with pockets and non-elastic bottom Pt Shorts- Drawstring with pockets Winter Coat Sweatshirts

Category Two (Uniform Dress Accessories)

Tie
Dress Hat
Collar Insignia (pin according to rank)
Hat Insignia (pin according to rank)

4.4. Specifications/Scope of Services: 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. Subquality garments will be cause for rejection and the garments will be returned to the successful contract provider. The provider will be required to replace sub-quality garments at no additional cost to the City.

Proposal price(s) shall include the cost of embroidery or screen printing of the Fire Department logo on the following clothing: baseball caps, watch caps, tee shirts, sweatshirts, sweat pants, shorts, and embroidery on job shirts. Logos are restricted to the City of Grand Junction Fire Department Logo – artwork to be provided to the awarded contractor. Patches that appear on the dress shirts will be provided and sewn to the garment by the awarded supplier. The detailed specifications in Section 4.15 indicate whether each item is embroidered or screen printed.

If, during the contract period, the contractor's cost for items as awarded are substantially increased, the contractor may apply to the Purchasing Manager for a contract price review. No review will be allowed prior to the initial contract anniversary date. The Purchasing Manager must be notified thirty (30) days prior to any price increase effective date. Requests for price increases must be substantiated by written documentation. Adjustments, if allowed, will not apply to any outstanding orders. The prices shown on the pricing proposal are to include all costs to the City of Grand Junction. The City's State of Colorado Sales and Use Tax Exemption account number is 98-03544.

- 4.5. Supplier Responsibilities: Proposers must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of proposal and delivery time promised. Samples of the clothing specified in variety of sizes including tall shall be readily available for the Fire Fighters to try on. Provide an explanation of how this would work in your proposal. The contract provider must specify the delivery time (number of days) required after the orders are placed by the appropriate Fire Department Representative. It is the responsibility of the proposer to notify the City immediately via email if the items specified are discontinued, replaced, or not available past the specified delivery time.
 - 4.5.1 The supplier must assign one key contact person in their organization, readily available the majority of times, that City personnel can communicate with regarding terms, conditions, and problems relative to the contract.

- 4.5.2 Email orders will be accepted by the vendor. <u>Explain how your system will</u> track and fulfill the order(s).
- 4.5.3 Upon delivery, each box delivered shall contain a packing slip detailing items contained in the box. Each order within the box shall be individually packaged per employee name with a copy of the order form included with each order.
- **4.6. City Responsibilities:** The frequency with which orders are placed will be determined by the City.

Each order will be placed by employee name, date of order, type of garment, size, and if rank is required, etc. The Contract Administrator will provide the correct spelling and rank designation on each order. The City shall provide the embroidered patches.

4.7 City Contract Administrator

Maranda Jones Grand Junction Fire Department Phone No. (970) 549-5813 Fax No. (970) 549-5810 marandaj@gicity.org

4.8 Vendor Samples: Samples of clothing items (without logo) may be requested from the awarded supplier(s). All samples submitted for evaluation shall be the brand name specified and be representative of the items the bidder intends to furnish under the specifications in this solicitation. Product samples provided for evaluation under this contract shall be returned at the conclusion of the contract; therefore they will not be paid for and should not be invoiced by the proposer. The Owner reserves the right to be the sole judge as to the acceptability of the product offered.

Samples, if requested, shall be directed to the attention of **Contract Administrator** at the following address:

Grand Junction Fire Department Clothing Administrator 625 Ute Avenue Grand Junction, CO 81501

- **4.9 Estimated Volume**: Approximately 130 individual employees are currently authorized for clothing under this program. Clothing is purchased on an as-needed basis to comply with department policy.
- **4.10** Turn-Around-Time: Orders received by supplier shall be filled and delivered within <u>two</u> <u>weeks</u> of the order request. If an order has been placed and cannot be filled within the specified delivery time a Contract Administrator will be notified by e-mail.
- **4.11 Delivery**: All orders shall be delivered to Grand Junction Fire Department, 625 Ute Avenue, Grand Junction, CO 81501, attention; Clothing Administrator. If an item is received that is an incorrect size or style, the item shall be returned at the vendor's

- expense. <u>In your proposal indicate how returns are addressed and the time it will take to receive a correct clothing item.</u>
- **4.12 Invoices**: Payments will be made by the City upon receipt and acceptance of the clothing by the Contract Administrator. The vendor shall not invoice for clothing that has not been delivered, verified by an authorized clothing form and accepted by the Contract Administrator. Invoices are to be emailed to fire@gicity.org for processing.
- 4.13 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.
- **4.14** Fire Department Logo And Screen Printing Requirements: The logo is two colors, white and red, no deviations allowed. As a key identifier and brand for the City of Grand Junction FIRE Departments, the logo must be used consistently and correctly in order to perform its function, and properly represent the integrity of the City.

All printing shall be approved by the City of Grand Junction prior to printing a specific type of clothing. Embroidered items with patch shall have first initial and last name with the rank added below the name on the right side, and the patch on the left side. Refer to the Specifications in Section 6 and the following Appendix list to verify which garments have a screened logo and which garments are embroidered.

Letter Scramble - Appendix A.

Department Patch – Appendix B.

Department Logo Front and Fire Logo Back - Appendix C.

Department Logo for Work Out Shorts and Sweat Pants – Appendix D.

Department Patch w/Name and Rank for Job Shirt – Appendix E.

Department Patch w/Name and Rank for Winter Coat - Appendix F.

Department Flag for Uniform Shirts - Appendix G.

4.15 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 Fire Department Uniforms and Work Clothing.

	Clothing Item	Description
CATEGORY ONE		

1	Watch cap	Port and Company Brand - Model No. CP90 (no substitutions)	
•	Color	Navy	
		Embroidered letter scramble (Red letters with white border). See	
	Scramble Appendix A		
	Size	One size fits most	
2	Baseball Cap	Flexfit Brand- Model No.6477 Wool Blend (no substitutions)	
_	Color	Dark Navy	
	Scramble	Embroidered letter scramble. See Appendix A	
	Size	Flexfit- Sm-Med, L-XL	
2a	Baseball Cap	Flexfit Brand – Model No. 6777 Athletic Mesh Hat	
	Color	Dark Navy	
	Scramble	Embroidered letter scramble. See Appendix A	
	Size	Flexfit- Sm-Med, L-XL	
3	Tee Shirt-Short Sleeve	Gildan Brand- Model No. 2000 6 oz mens	
	Color	Navy	
	Logo	Silk screened on the back of the shirt with FIRE (red letters with white	
	Logo	border) surrounded by Grand Junction (Top) (white letters) Department	
		(bottom) white letters, Screened Department Logo on left front chest. Rank	
		printed under logo. See Appendix C	
	Sizes:	Small, Medium, Large, XL, 2X, 3X. 4X and Tall	
4	Tee Shirt-Long	Gildan Brand- Model No. G2400 6.5 oz mens	
	Sleeve		
	Color	Navy	
	Logo	Silk screened on the back of the shirt with FIRE (red letters with white	
		border) surrounded by Grand Junction (Top) (white letters) Department	
		(bottom) white letters, Screened Department Logo on left front chest.	
		Rank printed under logo. See Appendix C	
_	Sizes:	Medium, Large, XL, 2X, 3X, 4X and Tall	
5	Job Shirts	5.11 Brand- Water Repellant- Model No. 72363 (no substitutions).	
	Color	Fire Navy	
	Patch	First initial of first name and last name embroidered on right hand side.	
		Rank shall be embroidered under name. Department Patch sewn on left front.	
		See Appendix E	
	Sizes	Small, Medium, Large, XL, 2X, 3X,	
6	Uniform Shorts		
		Workrite Brand - Model No.425NX60 (no substitutions)	
	Color	Navy	
	Logo	None	
	Sizes	Waist 28 - 54	
7	Uniform Shirt- Short Sleeve	Workrite Brand - Model No. 730NX45 (no substitutions)	
	Color	Navy	
	Patch	Department Patch sewn on Left upper sleeve, 1" down from shoulder seam,	
		centered, as well as Department American Flag sewn on Right upper	
		sleeve, 1" down from shoulder seam, centered, with stars facing toward	
		heart. See Appendix B & G.	
	Sizes	38, 40, 42, 44, 46, 48, 50, 52, 54. Available in Tall Sizes.	
8	Uniform Shirt-		
	Long Sleeve	Workrite Brand - Model No.735NX45 (no substitutions)	

	Color	Navy		
	00101	Department Patch sewn on Left upper sleeve, 1" down from shoulder seam,		
		centered, as well as Department American Flag sewn on Right upper		
		sleeve, 1" down from shoulder seam, centered, with stars facing toward		
	Patch	heart. See Appendix B & G.		
	Sizes	38, 40, 42, 44, 46, 48, 50, 52, 54. Available in Tall Sizes.		
9	Pants-Station	Workrite Brand - Model No. 402NX75 (no substitutions)		
	Color	Navy		
	Logo	None		
	Sizes	28-54 waist, inseam 30-36". Sizes over 36" inseam will be left unhemmed.		
10	Boston Belt	Standard Duty Garrison Belt, plain black leather with nickel buckle, 1.75" Model No. 6605		
	Color	Black		
	Sizes	(inches) 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54		
11	Sweat Pants w/	Gildan Brand- Model No. 12300 - 50% cotton/50% polyester 9.3 ounce,		
	Pockets	inside drawstring. Side entry pockets, graded inseam, open bottom leg		
		opening.		
	Color	Navy		
	Logo	Screen printed Department Logo on left thigh. See Appendix D		
	Sizes	Medium, Large, X Large		
12	PT Shorts	5.11 Brand – Style No. 43061. Drawstring waist, side seam pockets, poly		
		cotton blend, (basketball short length preferred, 10" or 11" inseam)		
	Color	Navy		
	Logo	Screen printed Department Logo on left thigh. See Appendix D		
	Sizes	Medium, Large, XL, 2X		
13	Winter Coat	Blauer Brand- with Crosstech Fabric - Model No. 9845Z		
	Color	First initial of first name and last name embroidered on a rectangular name		
		plate (made from the same fabric as the coat) stitched on the right hand		
		side. Rank shall be embroidered under name. Department Patch sewn on		
	Sizes	right front above name. See Appendix F M-3X and Tall		
14	Sweat Shirt			
14				
	Color	Navy		
	Logo	Silk screened with FIRE (Red Letters with white border) surrounded by		
		Grand Junction (Top) (White Letters) Department (Bottom) White letters		
		on back with screened Department Logo on left front. Rank printed under logo. See Appendix C		
	Sizes	Medium, Large, XL, 2X, 3X, 4X and Tall		
	J1262	INICUIUIII, Laige, AL, ZA, 3A, 4A ailu Tall		

	Clothing Item	Description	
	CATEGORY TWO – Uniform Dress Accessories		
15	Tie	45045 Uniform Cravats (No substitutions)	
	Color	Black	
	Logo	None	
	Sizes	18" – 22"	
16	Dress Hat	Keystone Uniform Caps R13 . (No substitutions)	
	Color	Navy Black Band	

	Logo	None		
	Sizes Sized per order			
17	Collar Insignia	A 9674 Blackinton (No substitutions) Clutch back		
	Color	Full Color		
	Logo	go None		
	Sizes	15/16"		
18	Hat Insignia	B262 + A4249 Blackinton (No substitutions) Screw Back		
	Color	Full Color		
	Logo	"Paramedic" "Grand Junction"		
	Sizes	15/16"		
19	Dress Hat	R13W Keystone Uniform Caps (No substitutions)		
	Color	White and Black, Silver Band		
	Logo	None		
	Sizes	Sized per order		
20	Collar Insignia	A2875 Blackinton (No substitutions) Clutch back		
	Color	Rhodium		
	Logo	None		
	Sizes	15/16"		
21	Hat Insignia	A2866 Blackinton (No substitutions) Screw Back		
	Color	Rhodium		
	Logo	None		
	Sizes	1-5/8"		
22	Collar Insignia	A2940 Blackinton (No substitutions) Clutch back		
	Color	Rhodium		
	Logo	None		
	Sizes	15/16"		
23	Hat Insignia	A6864 Blackinton (No substitutions) Screw Back		
	Color	Rhodium		
	Logo	None		
	Sizes	1-5/8"		
24	Collar Insignia	A2886 Blackinton (No substitutions) Clutch back		
	Color	Rhodium		
	Logo	None		
	Sizes	15/16"		
25	Hat Insignia	A2327 Blackinton (No substitutions) Screw Back		
	Color	Rhodium		
	Logo	None		
	Sizes	1-5/8"		

4.16 RFP Tentative Time Schedule:

Request for Proposal available
Inquiry deadline, no questions after this date
Submittal deadline for proposals
Owner evaluation of proposals
Final selection
Contract execution

November 29, 2016 December 19, 2016 12:00 PM December 29, 2016 prior to 2:30 PM Dec 30 – Jan 11, 2017 January 12, 2017 January 13, 2017

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: <u>Each proposal shall be submitted in electronic format only through the Rocky Mountain E-Purchasing website, http://www.bidnetdirect.com/colorado.</u> <u>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.gicity.org/BidOpenings.aspx for details. The uploaded response to this RFP shall be a single PDF document with all required information included. For proper comparison and evaluation, the City 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.</u>

- 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 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 a time schedule for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.
- **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, including any alternative ordering and/or inventory management options available.

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 RFP
- Fees
- Compliance with Scope and Specifications
- Delivery time
- Established Business
- References
- Ordering and Shipping Procedures/System
- **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.

SECTION 7.0: SOLICITATION RESPONSE FORM

Offeror must submit entire Form completed, dated and signed.

A) Company	
B) Initial delivery will take	days after receipt of order.
C) Subsequent Deliveries will take	days after receipt of order.

D) PRICE SUBMITTAL:

	CATEGORY ONE			
Item	Description	Comments/Exceptions	Price Each	
1	Watch Cap			
2	Baseball Cap			
2a	Baseball Cap - mesh			
3	Tee Shirt-Short Sleeve w/Rank			
4	Tee Shirt-Long Sleeve w/Rank			
5	Job Shirt w/patch, 1 st initial of first name, last name and rank			
6	Uniform Shorts			
7	Uniform Shirt-Short Sleeve			
8	Uniform Shirt-Long Sleeve			
9	Pants-Station			
10	Boston Belt			
11	Sweat Pants w/Pockets			
12	PT Shorts			
13	Winter Coat - First initial of first name and last name embroidered on a rectangular name plate (made from the same fabric as the coat) stitched on the right hand side. Rank shall be embroidered under name. Department Patch sewn on right front above name			
14	Sweat Shirt			
	CATEGORY TWO			
15	Tie 45045			
16	Dress Hat R13		_	
17	Collar Insignia A9674			
18	Hat Insignia B262+A4249			
19	Dress Hat R13W			
20	Collar Insignia A2875			
21	Hat Insignia A2866			
22	Collar Insignia A2940			
23	Hat Insignia A6864			
23	Collar Insignia A2886			
24	Hat Insignia A2327			

Explain how you will handle clothing samples as stated in Section 4.5:		
Provide contact information for key contact person (Section 4.5.1):		
Explain in detail how your system will track and fulfill orders (Section 4.5.2):		
Explain how returns will be handled including turnaround time frame for correct item (Section 4.10):		
Explain how long it will take from the time an order is placed to the time it is received. Explain how you will handle late items. (Section 4.11):		

The Owner reserves the right to accept any	portion of the work to be performed at its discretion
The undersigned has thoroughly examined the eproposal and schedule of fees and services atta	entire Request for Proposals and therefore submits the ched hereto.
This offer is firm and irrevocable for sixty (60) da	ays after the time and date set for receipt of proposals.
	vices and products in accordance with the terms and all and as described in the Offeror's proposal attached
Prices in the proposal have not knowingly been award.	disclosed with another provider and will not be prior to
 or agreement for the purpose of restrictin No attempt has been made nor will be to for the purpose of restricting competition The individual signing this proposal certifitor represent the offeror and is legally documentation and prices provided. Direct purchases by the Owner are taxed No. 98-903544. The undersigned certifit be added to the above quoted prices. Prompt payment discount of	ies that he/she is a legal agent of the offeror, authorized responsible for the offer with regard to supporting exempt from Colorado Sales or Use Tax. Tax exempt les that no Federal, State, County or Municipal tax will percent of the net dollar will be offered to the Owner if days after the receipt of the invoice. Payment Terms Contractor acknowledges receipt of Addenda to the Occuments.
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
Authorized Agent Signature	Title
Address of Offeror	Owner, State, and Zip Code
Phone Number	Fax Number
E-mail Address of Agent	Cell Phone Number

APPENDIX LIST

- Appendix A- Letter Scramble Logo for Baseball Caps/Watch Caps
- Appendix B- Department Patch for Job Shirts/Coats/Uniform Shirts
- Appendix C- Department Logo (Front), and Fire Logo (Back) for Long/Short Sleeve Shirts
- Appendix D- Screened Department Logo for PT Shorts and Sweat Pants
- Appendix E- Department Patch with Name and Rank for Job Shirts
- Appendix F- Department Patch with Name and Rank for Winter Coat
- Appendix G- Department American Flag for Uniform Shirts

APPENDIX A

LETTER SCRAMBLE LOGO



APPENDIX B

DEPARTMENT PATCH



APPENDIX C

DEPARTMENT LOGO ON SHIRT FRONT





FIRE LOGO ON SHIRT BACK



APPENDIX D

SCREENED DEPARTMENT LOGO FOR PT SHORTS AND SWEAT PANTS



APPENDIX E

DEPARTMENT PATCH W/NAME AND RANK FOR JOB SHIRT



APPENDIX F

DEPARTMENT PATCH W/NAME AND RANK FOR WINTER COAT**



** Please note that the name and rank is embroidered on a rectangular piece of fabric (the same color and type as the coat) and then stitched onto the coat.

APPENDIX G

DIRECTION OF FLAG ON RIGHT SLEEVE***



*** Please note that the flag is sewn on the right sleeve and the stars are on the right-hand side