

CITY OF MIDDLETOWN

PROPOSAL

Uniform Rental Program

The undersigned bidder, having full knowledge of the requirements of the City of Middletown for the below listed items, the attached documents and all other conditions of this proposal, agrees to rent and deliver to the City of Middletown the below listed items, complete in every respect, in strict accordance with the contract documents for the prices shown below.

Approximately 47 employees will be serviced by this rental contract. Please quote both the rental cost/employee, as well as the original cost of the uniforms (to be used for replacement cost). Please quote prices for the following:

<u>UNIFORMS</u>	<u>COST/EMPLOYEE FOR RENTAL</u>	<u>ORIGINAL COST</u>
Long Sleeve Work Shirt	\$ _____	\$ _____
Short Sleeve Work Shirt	\$ _____	\$ _____
Polo Shirt	\$ _____	\$ _____
T-shirt	\$ _____	\$ _____
Navy Pants	\$ _____	\$ _____

MISC ITEMS

300 ea. Orange Shop Rags, 18" x 18"	\$ _____
4 ea. Floor Mats – 3' x 10'	\$ _____
4 ea. Floor Mats – 3' x 5'	\$ _____
8 ea. Dust Mops in frames – 36"	\$ _____
8 ea. XL Wet Mop Heads	\$ _____

Time needed to set contract in working order after notice of award: _____

The undersigned representative for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City and to enter into a contract if this proposal is accepted.

As cash discount payments may be a deciding factor in the award of an order, it is important that bidders furnish this information.

(Company Name)

By (Signature)

(Address)

(Title)

(City/State/Zip)

_____/_____
(Telephone No.) (Fax No.)

(Contact Person)

(Date)

(E-mail address)

LEGAL NOTICE NO. 08-6930-11

Sealed proposals will be received by the City of Middletown, Ohio, in the Purchasing Office, second floor, City Building, One Donham Plaza, until 11:00 a.m., Tuesday, October 28, 2008, at which time such proposals will be publicly opened for the following item:

UNIFORM RENTAL

Detailed specifications, proposal forms and instructions to vendors may be obtained in the Purchasing Office.

CINDY STRAYER
PURCHASING AGENT

THE CITY OF MIDDLETOWN DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, RELIGION, AGE AND HANDICAPPED STATUS IN EMPLOYMENT OR THE PROVISION OF SERVICES.

PUBLISH: October 14, 2008
October 21, 2008

VENDOR'S INSTRUCTION SHEET

Pursuant to Legal Notice No. 08-6930-11 sealed proposals, properly endorsed with proposal reference number on the envelope, will be received at the Purchasing Office, in the City Building, One Donham Plaza, City of Middletown, Ohio, until 11:00 a.m., Local Time, Tuesday, October 28, 2008, for furnishing the item in the notice.

All proposals must be made on forms provided for each item and must be in conformity with this notice. Proposals shall be returned with the notice, proposal form, and specifications intact.

No proposal may be withdrawn after it has been deposited with the Purchasing Agent of the City. Proposal forms and specifications for each item may be secured at the Purchasing Office, City Building, One Donham Plaza, Middletown, Ohio.

All proposals containing quotes not asked for or which are otherwise not in conformity with this notice, may be considered invalid and may be rejected. Each vendor will be required to state in his proposal, his name and place of residence, and the names of members interested with him. In case of a corporation, only the names of the President and Secretary need be given.

The right to reject any and all proposals is reserved by the City of Middletown. Formalities may be waived at the option of the City Commission.

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CITY OF MIDDLETOWN

AFFIDAVIT FOR DELINQUENT PERSONAL PROPERTY TAX

_____, being first duly sworn says that he/she is the _____

of _____, which company is submitting a bid

to the City of Middletown for _____

on _____
(date)

Affiant says that no personal property taxes are currently due to Butler/Warren County, Ohio, as of the date of said bid.

SWORN TO AND SUBSCRIBED before me, a notary public this _____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____.

(ORC 5719.042)

CITY OF MIDDLETOWN

AFFIDAVIT

RELATIONSHIP TO CITY OFFICIALS OR EMPLOYEES TO BE SIGNED BY AN OFFICER OF BIDDER

STATE OF OHIO

COUNTY OF _____,SS

_____ (name and title) being first duly sworn says that he/she is related by blood or marriage to the following City of Middletown officials or employees _____

(if none, write in "none")

Affiant further states that he/she knows of no person in his/her company who is related by blood or marriage to any City of Middletown official or employee, except the following:

<u>Name of Company Person</u>	<u>Relationship</u>	<u>City Official or Employee</u>
_____	_____	_____

(If none, write "no exception")

Further affiant saith not.

(Signature)

(Title and Company Name)

(Address)

SWORN TO AND SUBSCRIBED before me, a notary public, this _____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____.

CERTIFICATION

ORC Section 3517.13 (I)(3) & (J) (3)

The undersigned hereby certifies that the entity entering into this contract with the City of Middletown is in compliance with ORC Section 3517.13 (I) (1)* or ORC 3517.13 (J) (1)*, whichever is applicable.

Print Name of Business

By:_____

Printed Name_____

Title:_____

By:_____

Printed Name_____

Title:_____

Knowingly making a false statement on the certification is a felony of the fifth degree and the contract shall be rescinded. ORC Sections 3517.13 (A) (A) and 3517.992 (R) (3).

* These sections of the Ohio Revised Code deal with political contributions to members of City Council by individuals or business entities seeking to do business with the City of Middletown. Vendors should take adequate steps to be sure they are in compliance with these statutes prior to signing this certification.

This certification must be attached to all contracts involving the purchase of goods costing more than \$10,000.00 or services costing more than \$10,000.00.

GENERAL CONDITIONS

1. The City Manager reserves the right to reject any or all bids, and unless otherwise specified by the bidder, to accept any item in the bid. In case of error in extending the total amount of the bid the unit prices the will govern.
2. Unless otherwise stated in the bid by the bidder, time, in connection with discount offered, will be computed from date of delivery of the supplies or services to carrier when final inspection and acceptance are at a point of origin, or from date of delivery and acceptance at destination when final inspection and acceptance are at this point, or from date correct bill or claim voucher properly certified by the contractor is received if the latter date is later than the date of delivery and acceptance.
3. In case of default by the bidder or contractor, the City of Middletown may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. Prices should be stated in units of quantity specified.
5. Prices quoted unless otherwise stated by bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc. and being in strict accordance with specifications as shown.
6. Wherever a reference is made in the specification or in describing the material, supplies or services required, of a particular trade name, manufacturers' catalog or model number, the bidder, if awarded a contract will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
7. The bidder, if awarded an order or contract, agrees to protect, defend and save harmless the City against any demand for payment for use of any patented material, process, article or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract; and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
8. Samples, when requested, must be furnished free of expense prior to the opening of bids and, if not destroyed, will, upon request, be returned at the bidder's expense.

INSTRUCTIONS TO BIDDERS

1. Each bid must be signed by the bidder with his usual signature. Bids by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the name of the corporation, followed by the signature of a person authorized to bind it in this matter.
2. Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
3. Envelopes must be sealed when submitted.
4. Separate proposals must be submitted on each reference number.
5. Proposals having any erasures or corrections thereon will be rejected unless explained or noted over the signature of the bidder.
6. Bidders may submit proposals on any one or group of items, provided, however, that the unit price is shown as requested.
7. References in the specification or in describing the material, supplies or services required, of a particular trade name, manufacturers' catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work desired.

They should not be construed as excluding proposals on other types of materials and supplies or of performing the work in a manner other than specified.

However, the bidder's attention is called to paragraph six of the General Conditions as shown above, which must be strictly adhered to.
8. Proposals should be mailed or delivered to the City Purchasing Office, second floor, City Building, One Donham Plaza, Middletown, OH 45042.

CITY OF MIDDLETOWN

General Specifications Uniform Rental Program

1.0 SCOPE

The following specifications describe a rental garment program for approximately 47 of the Maintenance Service employees of the City of Middletown. All uniforms furnished shall be of acceptable quality and the service shall be equal to or exceed acceptable standards throughout the industry. The specifications specifically refer to the rental program, unless otherwise noted. The intent of these specifications is to describe a uniform rental program for the City of Middletown in sufficient detail to obtain several bids.

While the purpose of this specification is to indicate certain minimum requirements, it is not the intent to exclude any bids, but is written to insure the City of Middletown a program most suitable for its requirements.

2.0 EXCEPTIONS

The bidder shall list on a separate sheet of paper, titled "Exception(s) to the Bid Conditions and Specifications," any variations from or exceptions to the conditions and specifications of this bid. It will be the determination of a representative of the City of Middletown to decide what is or is not important in any variation or deviation of bid.

Whereas alternate features, additions, or deletions to the specifications will be given due and utmost consideration, they shall be clearly outlined by the successful bidder. Failure to comply may disqualify bid.

3.0 CONTRACT LENGTH

The contract period will be for a period of approximately thirty-six (36) months, beginning November 1, 2008, or thereabouts, and ending October 31, 2011, unless extended as stated below.

4.0 RENEWAL

The City of Middletown may be interested in a renewal period of one additional eighteen (18) month period November 1, 2011, through April 30, 2013, at the same contract price.

BIDDER MUST CHECK HERE IF EXTENSION IS AVAILABLE:

YES _____

NO _____

It is understood and agreed that the contract may be extended only at the same prices and under the same conditions governing the original contract.

5.0 LEAD TIME

Vendor must state on the proposal page the minimum amount of time required between award of contract and start of contract.

6.0 PRICE AGREEMENT

All quotes must be firm for sixty (60) days. Terms are to be listed on the proposal page.

Prices for rental garments are to be quoted as a total cost per person per week and are to include all applicable costs such as: rental, embroidery, cleaning, repair, replacement, alterations, measuring, packaging, hangers, and weekly deliveries.

7.0 AWARD CRITERIA

In making an award, the City of Middletown will evaluate the bids received considering such facts as listed below, as well as other factors which are considered pertinent:

- 7.1 Compliance with specifications
- 7.2 References
- 7.3 Total delivered net price
- 7.4 Availability of quick response to service requests
- 7.5 Bidder past history in performance

The City of Middletown reserves the right to reject any or all bids, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of the City of Middletown.

8.0 QUANTITIES

The city employs approximately 46 employees who will be assigned 11 uniforms, and one employee who will be assigned 13 uniforms (due to a six day work week). These employees will fall under the rental program. All employees are physically located at the following locations:

<u>Division</u>	<u>Location</u>
Water Maintenance	1219 Hook Drive
Sewer Maintenance	1219 Hook Drive
Parks Maintenance	420 North Main Street
Grounds Maintenance	420 North Main Street
Street Maintenance	400 North Main Street
Municipal Garage	400 North Main Street
Building Maintenance	One Donham Plaza

Each employee on the rental program will be given new uniforms to start the program and will turn in half of them on a weekly basis to be cleaned, repaired, etc.

The City reserves the right to change the quantities as the need arises (new employees hired, transferred to new division, terminations, etc.).

9.0 PICK-UP AND DELIVERY POINTS

Pick-up and delivery will be made on a weekly basis to the locations listed in Section 8.0 above.

10.0 INVOICES

Invoices shall be prepared for each individual division and delivered to the Municipal Garage, 400 North Main Street, Middletown, OH 45042.

11.0 SAMPLES

Bidder shall submit one complete sample of uniforms bid (one of each shirt, one pair of pants). These samples must be the exact type and quality the bidder proposes to furnish. The bidder shall include with the sample the manufacturer's name and the specifications for the particular uniform bidder is quoting. Bidder must also submit color samples of uniforms bid. Vendors must pick up sample uniforms at the City Purchasing Office within 30 days after award of contract. After that time, the uniforms become the property of the City of Middletown.

12.0 SERVICE FOR RENTAL PROGRAM

The service shall consist of furnishing, delivering and cleaning uniforms at a frequency of once per week to the locations specified in Section 8.0 above. This service shall also include measuring, altering, and repairing. Each uniform shall be clearly marked with employee's name or identification number.

The service shall be for a period of three years. The uniforms shall be replaced after 18 months of wear at no cost to the City, unless the uniforms wear out prior to that time. It will be the judgment of the City's representative as to worn out garments.

Uniforms shall be kept in good condition at all times, which includes cleaning, mending, incidental repairs and alterations necessary that may be incurred through normal wear. Alterations will be made on an as needed basis throughout the contract period for weight gains and losses.

Cleanliness is of utmost importance. Any uniform returned to the employee in an unclean state shall be returned to the vendor for proper cleaning and the price shall be deducted from the next invoice.

Responsiveness of vendor during the term of this contract is critical. The City may chose to terminate the contract for what it considers to be unresponsiveness of the vendor. Vendor must return phone calls with 24 hours, and resolve problems within a timely manner of notification of problem. Excessive time without uniforms (over two weeks) will not be tolerated, and will be cause for termination. New, altered, or repaired uniforms must be supplied to the City within two weeks of notification to the vendor, unless there are extenuating circumstances that have been discussed with the City prior to the end of the two week period.

Should the contract for services be canceled for any reason, the City shall pay the contractor for all services rendered up to the time of cancellation, and shall return all properties as soon as possible.

13.0 VACATIONS OR SICK LEAVE

No charge shall be made for an employee on vacation or extended sick leave (vacations average three weeks per year.).

Method of deductions for vacations will be at the end of the year for a three week period for each employee.

Extended sick leave will be deducted when it occurs, and if necessary, verification will be provided by the City.

14.0 ORIGINAL COSTS

Bidders are requested to submit with their proposal the original cost per shirt and pants. This cost will be used as a basis for establishing a prorated replacement cost (4% per month) should the City become responsible for uniform replacement.

15.0 FITTING

All employees shall be measured to insure proper fit of uniforms. Bidder is responsible for the proper fitting of all employees. Any uniform not fitted properly shall be returned for proper fit. All female employees shall be fitted with clothing cut for females. Men's uniforms are not to be altered for females. All uniforms shall be designed and cut to provide a comfortable fit.

Times for fitting will be arranged between the successful bidder and the using division.

16.0 COLORS

If any of the colors specified in the technical specifications are not regularly supplied, inventoried or ordered by the bidder, said bidder must make note of such on the bid submitted.

17.0 LOGOS

The City logo is to be embroidered on the left breast of the shirts, using the proper PMS colors, which will be supplied by the City. The successful vendor will be provided with a jpeg file of the embroidery information.

18.0 SHIRT OPTION

Employees will be given the option of choosing a traditional work shirt (long/short sleeve); a collared knit polo shirt, or a T-shirt.

19.0 NEW EMPLOYEES OR TRANSFERS

New employees hired or employees transferred to another division (requiring color change in uniform) must be provided with new uniforms, unless hired within nine months of the change out of uniforms or the end of the contract. New employees hired or transferees within nine months of the change out of uniforms or of the end of the contract may be supplied with good used uniforms. New uniforms must be supplied by the vendor within two weeks of order.

20.0 PERFORMANCE BOND

The successful bidder is required to post a 100% performance bond for the total annual award within 10 days after notice of acceptance of bid. This is a guarantee to the City that the successful bidder will completely perform according to the terms of the contract. The bond will be renewed at the beginning of each year, if service is to be continued.

21.0 GENERAL SPECIFICATIONS

All uniforms furnished to all employees (including new employees during the term of the contract) shall be new and shall consist of high quality workmanship in construction and be free from defects.

At all times, buttons shall be securely attached and missing buttons shall be replaced.

Uniforms turned in weekly shall be cleaned and delivered on hangers the following week.

All uniforms shall be the same color to provide uniformity, and shall be colorfast and resistant to fading.

All uniforms shall be cleaned weekly and delivered weekly on hangers.

22.0 MISCELLANEOUS SUPPLIES

The vendor is requested to provide pricing on rental of the following items:

300 ea.	Orange cotton absorbent shop rags, 18" x 18"
4 ea.	Floor Mats – 3' x 10"
4 ea.	Floor Mats – 3' x 5'
8 ea.	Dust Mop in frames – 36"
8 ea.	XL Wet Mop Heads

These items are to be picked up, cleaned and delivered on the same schedule as the uniforms.

23.0 TERMINATION OF CONTRACT

The City of Middletown reserves the right to terminate the contract for excessive mix-ups, delay in delivery of uniforms, or other documented problems as determined by City of Middletown personnel.

24.0 SUBMISSION OF BIDS

All bids must be received in the Purchasing Office, no later than 11:00 a.m., Tuesday, October 28, 2008. Envelopes must be clearly marked "Uniform Rental Bid, No. 08-6930-11." Bidders should take caution if U. S. Mails or other carriers are to be used for submission of bids. Mailing should be made in sufficient time for bids to arrive at the City Purchasing Office prior to the time and date specified above.

25.0 CONTACT PERSON

Please provide name and telephone number of contact person:

Name: _____ Phone No.: _____

26.0 ADDITIONAL INFORMATION

Additional information needed in the preparation of the bid package may be obtained by contacting Cindy Strayer, City of Middletown Purchasing Agent, 513/425-7832, or Michelle Evans, Division of Maintenance Services, 513-425-1897.

Technical Specifications
Work Shirts
Rental Program

1.0 FABRIC

Fabric shall be a 6.0 ounce permanent press, 65/35 polyester/cotton, breathable, lightweight, moisture wicking and soft.

2.0 STITCHING

Shirts shall have a reinforced yoke, double-stitched. Lined center pleat placket.

3.0 POCKET

Shirts shall have one button pockets, with a pencil tunnel on the left breast pocket. Stitch-down front pocket facing.

4.0 COLLARS AND CUFFS

Shirts shall have a minimum of six buttons down the front and button-down collar. They shall have 3-1/2" lined, two-piece collars with collar stays. Lined cuffs.

5.0 LAUNDERING

All shirts must have permanent soil release and be able to withstand industrial launderings. Shirts shall maintain color fastness through 100 launderings, and be wrinkle free.

6.0 COLORS

Shirts shall be available in navy and light blue.

7.0 IDENTIFIERS

Shirts shall be embroidered over the left breast with the City logo.

8.0 SIZING

Sizes shall be small (S) through 6XL. Body of shirts shall be available in regular and extra long. Sleeves shall come in short, regular, long and extra long.

Technical Specifications
Polo Shirts
Rental Program

1.0 KNIT

Shirt shall be 5.5 oz. moisture transport performance knit, 100% Fortrel spun polyester, or equal. The breathable, soft fabric must be designed to wick moisture away from the skin.

2.0 STITCHING

Polo shirts shall have shoulder tape reinforcement, with double needle hemmed sleeves and drop tail with side vents.

3.0 POCKET

The polo shirts shall have pockets with triangle reinforcements at the corners.

4.0 FIT

Shirts shall be oversized fit for comfort, with three button closure.

5.0 LAUNDERING

All shirts must have permanent soil release, and be able to withstand industrial launderings. Shirts shall have a maximum of 2% shrinkage, maintain color fastness through 100 launderings, and be wrinkle free.

6.0 COLORS

Shirts shall be available in navy and light blue.

7.0 IDENTIFIER

Polo shirts shall be embroidered with the City logo over the left breast.

1.0 SIZING

Sizes shall be small (S) through 6XLT and be full cut.

Technical Specifications
T-Shirts
Rental Program

2.0 KNIT

Shirt shall be 5.6 oz., 50% cotton/50% polyester.

3.0 STITCHING

T-shirts must be double needle hemmed sleeves and tail, with reinforced neck and shoulder seams.

4.0 POCKET

T-shirts shall have a corner reinforced spade chest pocket.

5.0 LAUNDERING

All shirts must have permanent soil release, and be able to withstand industrial launderings. Shirts shall have a maximum of 2% shrinkage, maintain color fastness through 100 launderings, and be wrinkle free.

6.0 COLORS

Shirts shall be available in navy, light blue and safety green.

7.0 IDENTIFIER

T-shirts shall be screened with the City logo over the left breast (2 color).

8.0 SIZING

Sizes shall be small (S) through 6XLT and be full cut.

Technical Specifications
Work Pants/Shorts
Rental Program

1.0 FABRIC

The work pants shall be constructed of 7.50-8 ounce, permanent press, 65/35 polyester/cotton.

2.0 POCKETS

Reinforced pockets on front and back. Back pockets to be double-stitched, one button pocket on wallet size. Front pocket opening shall have no more than 6-1/2" opening. Depth of front pocket shall be no less than 12" from bottom of waistband.

3.0 SIZES

Sizes shall range from 24" to 48", including odd waist sizes. There shall be a 2-1/2" increase in size with the rise being a minimum of 9-1/2" on the smaller waist and 11" on the large waist sizes.

4.0 HEAVY DUTY CONSTRUCTION

Work pants shall have heavy duty waist band, heavy duty brass zipper, bartacked belt loops. Pants shall have a pre-creased stain resistant finish, and be acid resistant. Pants shall have safety stitched seams to reinforce critical areas and prevent raveling and fraying.

5.0 LAUNDERING

All pants must have permanent soil release, and be able to withstand industrial launderings. They must be shrink resistant, maintain color fastness through 100 launderings, and be wrinkle free.

6.0 COLORS

Pants shall be available in navy.