

REQUEST FOR PROPOSAL
STUDENT UNIFORM LEASE AND PURCHASE CONTRACT
DUE: MAY 18, 2010, 1:00 P.M. EST

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A. BIDDER'S PLEDGE AND AGREEMENT

1. Each Bidder acknowledges that this is a project involving a public entity, and that the Owner expects and requires that the successful Bidder adheres to the highest ethical and performance standards. Each Bidder by submitting a proposal pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner, (b) it will use its best efforts to cooperate with the Owner at all times will act with professionalism and dignity in its dealings with the Owner, (c) it will assign only competent supervisors and workers to serve the contract, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
2. This is a Request for Proposals (RFP) only. Proposals will be treated as offers to enter into a Contract with the District. The written acceptance of the Contractor's Proposal by the District shall constitute a Contract, pending execution of a formal written Contract satisfactory to both the District and the Contractor.

B. EXAMINATION OF CONTRACT DOCUMENTS

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents. By submitting its proposal, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least seven (7) days prior to the RFP deadline. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Owner.
2. The Bidder may rely upon the general accuracy of any documents provided by the Owner in preparing its proposal, but these documents are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any claim against the Owner, or any of their agents or employees, with respect to any of the following:
 - (a) the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, and sequences to be employed by the successful Bidder;
 - (b) other data, interpretations, opinions, and information contained in such reports; or
 - (c) any interpretation by the successful Bidder of or conclusion drawn from any reports, drawings, interpretations, opinions, or information.

C. OWNER

1. The Owner is:

Miami Valley Career Technology Center School District
6800 Hoke Road
Clayton, Ohio 45315

Telephone: (937) 854-6674
Fax: (937) 837-5318

The Owner's Representative is Harold Niehaus, Director of Instructional Development.

D. PROJECT

1. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for furnishing all materials and performing all work necessary for STUDENT UNIFORM LEASE OR PURCHASE (the "Project") to include, but not limited to SUPPLYING A VARIETY OF CLOTHING FOR SALE OR LEASE at the Miami Valley CTC, Clayton, Ohio, in accordance with specifications prepared for the same by the Office of the Superintendent for the Miami Valley Career Technology Center School District.

E. WORK

The Project consists of the contract for the work on the Project consisting of a contract for STUDENT UNIFORM LEASE OR PURCHASE (the "Project") to include, but not limited to SUPPLYING A VARIETY OF CLOTHING FOR SALE OR LEASE at the Miami Valley Career Technology Center, Clayton, Ohio

F. CONTRACT DOCUMENTS

The Contract Documents consist of the Contract Documents contained in this document.

1. All proposals must be submitted on the Proposal Form furnished with the Contract Documents.
2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Proposal Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the proposal to be rejected. If both numbers and words are requested for any proposal item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.
3. Bidders shall note receipt of any Addenda on the Proposal Form. If the Bidder fails to acknowledge receipt of each Addendum, the Proposal shall be deemed non-responsive, unless the Proposal amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed in any material manner.
4. Each Bidder shall submit two (2) copies of its Proposal to the Owner. The Proposal Form shall be signed with the name typed or printed below the signature. A Proposal shall not be submitted by facsimile transmission. A Bidder that is a corporation shall sign its proposal with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
5. Each Proposal shall be enclosed and delivered in a sealed opaque envelope with the Bidder's name and the title of the Project printed in the upper left hand corner and addressed as follows: Director of Instructional Development, Miami Valley Career Technology Center, 6800 Hoke Road, Clayton, Ohio 45315. The Bidder shall be responsible for delivering its Proposal to the receptionist at this address before 1:00 p.m., (local time) on May 18, 2010.

If the Bidder is using a third party, e.g., Federal Express, to deliver its proposal, the Bidder must comply with this provision by including on the outside packing envelope the foregoing information, i.e., the Bidder's name and the title of the Project. This information shall be printed in the upper left hand corner of the envelope.

G. METHOD OF AWARD

1. All proposals shall remain open for acceptance for sixty (60) days following the day of the proposal deadline.

2. The Owner reserves the right to reject any, part of any or all proposals and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all proposals, or to reject any incomplete or irregular proposals. The Owner will award a single contract. Bidders must furnish all information requested on or accompanying the Proposal Form. Failure to do so may result in disqualification of the proposal. The owner reserves the right to negotiate with the Bidder whose proposal is deemed strongest by the Owner's Representatives. In evaluating proposals, the Owner may consider the qualifications of the Bidders, whether or not the proposals comply with the prescribed requirements on the Proposal Form. The Owner may also consider the qualifications and experience of the Bidder. The Owner may conduct such investigations as are deemed necessary to establish the responsibility, qualifications and financial ability of the Bidder. The factors the Owner may consider in determining which Bidder submitted a proposal acceptable to the Owner include the factors set forth below. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate.

- a. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects that are comparable to or larger and more complex than the Owner's Project, in accordance with the applicable Contract Documents. If the Bidder's management operates or has operated another company, the Owner may consider the work history of that company in determining responsibility of the Bidder.

The Owner may consider the Bidder's prior experience on other projects with the Owner, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner as a willing, cooperative and successful team member.

The Bidder authorizes the Owner and its representatives to contact the owners on projects on which the Bidder has worked, and authorizes and requests such owners to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its proposal the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold such owners and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners and the employees of each of them.

- b. The Bidder's financial ability to complete the Contract successfully and on time;
 - c. The Bidder's prior experience with similar work on comparable or more complex projects;
 - d. The Bidder's prior history for the successful and timely completion of projects;
 - e. The Bidder's equipment and facilities;
 - f. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time;
 - g. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Ohio ethics laws;
 - h. Depending upon the type of the work, other essential factors, as the Owner may determine.
4. **Each Bidder will submit with its proposal a completed Contractor's Qualification Statement** and thereafter will provide the Owner with such additional information as the Owner may request regarding the Bidder's responsibility. A Bidder will submit any requested information within three (3) business days of the date of the request.
 5. The failure to submit requested information on a timely basis may result in the determination that the Bidder did not submit a proposal that will be considered.

6. By submitting its proposal, the Bidder agrees that the Owner's determination of which bidder submitted the most acceptable proposal shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees or agents that arise out of or are related to such challenge.
7. No Bidder may withdraw its proposal within sixty (60) days after the proposal deadline. The Owner reserves the right to waive any formalities or irregularities or to reject any or all proposals.
8. The Owner reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

H. EXECUTION OF CONTRACT

1. Within the time designated by the Owner after award of the Contract, the successful Bidder shall execute and deliver to the Owner a copy of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to insurance certificates and a valid Workers' Compensation Certificate. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is properly executed by the Owner.

I. ADDENDA

1. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving proposals. These Addenda will be posted on the Owner's web site at www.mvctc.com.
2. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.
3. Bidders shall submit written questions to the Owner in sufficient time in advance of the proposal deadline to allow sufficient time for the Owner to respond. All Addenda will be issued at least seventy-two (72) hours prior to the proposal deadline, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for submitting proposals shall be extended one (1) week.
4. Copies of each Addendum will be post on the Owner's web site. Receipt of Addenda shall be indicated by Bidders in the space provided on the Proposal Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their proposals. Bidders should contact the Owner prior to the proposal submission deadline to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner any error, omission, inconsistency, or ambiguity therein.
6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Owner on its Proposal Form, the proposal of such Bidder will be deemed to be responsive only if:
 - a. The proposal received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be quoted and the Bidder submitted a proposal on that item; or
 - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item quoted.

J. INTERPRETATION

1. If a Bidder contemplating submitting a proposal for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the Owner's representative. Any interpretation of the proposed documents will be made by Addendum only, duly signed by the Owner's representative, and a copy of such Addendum will be posted on the Owner's web site. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
3. Bidders are responsible for notifying the Owner's representative in a timely manner of any ambiguities, inconsistencies, errors or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the proposal submission deadline.

K. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the proposal in any material respect or otherwise give the Bidder a competitive advantage.

L. MODIFICATION/WITHDRAWAL OF PROPOSALS

1. Modification. A Bidder may modify its proposal by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of proposals, provided such written communication is received by Owner's Representative prior to the proposal deadline. The written communication shall not reveal the proposal price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed proposal is opened. If the Bidder's written instructions with the change in its proposal reveal the quoted amount in any way prior to the proposal opening, the proposal may be rejected as non-responsive.
2. Withdrawal Prior to Proposal Deadline. A Bidder may withdraw its proposal at any time for any reason prior to the proposal deadline for the acceptance of proposals established in the Owner's notice. The request to withdraw shall be made in writing to and received by the Owner's Representative prior to the time of the proposal deadline.
3. Withdrawal after Proposal Deadline.
 - a. All proposals shall remain valid and open for acceptance for a period of at least 60 days after the proposal opening; provided, however, that a Bidder may withdraw its proposal from consideration after the proposal deadline when all of the following apply:
 - (1) the price was substantially lower than the other proposals;
 - (2) the reason for the proposal being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 - (3) the proposal was submitted in good faith; and
 - (4) the Bidder provides written notice to the Owner, to the attention of the Owner's Representative, within two (2) business days after the proposal deadline for which the right to withdraw is claimed.

- b. No proposal may be withdrawn under this provision if the result would be the awarding of the contract on another proposal for the Work from which the Bidder is withdrawing its proposal to the same Bidder.
- c. If a proposal is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner based on the criteria found in G(2) above. In the event the Owner advertises for other proposals, the withdrawing Bidder shall pay the costs incurred in connection with the new RFP by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

M. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a proposal for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
 - b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.
 - c. Background Checks. The Bidder will provide documentation for each employee who will perform work on site when school is in session regarding BCII and FBI background checks as required by Ohio law.

N. FINDINGS FOR RECOVERY

1. By submitting its proposal, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

END OF INSTRUCTIONS TO BIDDERS

PROPOSAL FORM

1.01 PROPOSAL SUBMITTED BY:

(Contractor)

DATED _____, 2010

1.02 DELIVER TO:

Miami Valley Career Technology Center

6800 Hoke Road

Clayton, OH 45315

Attention: Harold Niehaus, Director of Instructional Development

1.03 The Bidder certifies that it has carefully reviewed the Instructions to Bidders and other Contract Documents for the Project entitled, **Student Uniform Lease and Purchase Contract** including having also received, read and taken into account **Addenda Nos. _ through _**. The Bidder agrees and proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications or all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications.

1.04 Before completing the Proposal Form, the undersigned represents that it has carefully reviewed any Addenda, Advertisement for RFP, Instructions to Bidders, this Proposal Form, Owner-Contractor Agreement, General Specifications, and other Contract Documents.

1.05 COMPLETION OF WORK: In submitting a proposal, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to Complete its Work as required by the Contract Documents.

NOTE A: The wording of the Proposal Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to make a proposal based on the Specifications or Standards specified.

2.01 PROPOSAL:

Include the cost of all labor and material for the work outlined in the general specifications. Bidder is to fill in all blanks related to the Proposal Package for which a proposal is being submitted. If no quote is submitted for an item, leave the item blank or insert "NO PROPOSAL" in the blank.

ITEM 1. PROPOSAL: Lease of Student Uniforms

ATTACH COMPLETED SPREADSHEET

ITEM 2. PROPOSAL: Purchase of Student Uniforms

ATTACH COMPLETED SPREADSHEET

3.01 INSTRUCTIONS FOR SIGNING

A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.

- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

4.01 BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this proposal are material and not mere recitals:

1. **The Bidder acknowledges that this is a project involving a public entity, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its proposal pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner, (b) it will use its best efforts to cooperate with the Owner at all times will act with professionalism and dignity in its dealings with the Owner, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.**
2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents. By submitting its proposal, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least seven (7) days prior to the proposal deadline. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to the Owner as described in the Instructions to Bidders.
3. The Bidder represents that the proposal contains the name of every person interested therein and is based upon the Specifications and Standards specified by the Contract Documents.
4. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a proposal by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Proposal has been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Proposal with any other Bidder; (b) unless otherwise required by law, the Base Proposal in the proposal has not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening of the proposals, directly or indirectly, to any other Bidder who would have any interest in the Base Proposal; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a proposal for the purpose of restricting competition; and (d) the statements made in this Proposal Form are true and correct.
5. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this proposal, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder is liable to the Owner.
6. The Bidder agrees to furnish any information requested by the Owner's authorized representative to evaluate that the Bidder is qualified based on the conditions found in the Instructions to Bidders and that the proposal is responsive to the specifications.

7. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
8. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF BIDDER: _____

BIDDER IS: _____
 (sole proprietor, partnership, corporation or other legal entity)

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name	Title
DATE SIGNED: _____	SIGNATURE: _____
	ADDRESS: _____

	TELEPHONE: _____
	FAX: _____
	FEDERAL TAX I.D. # _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name	Address
Name	Address
Name	Address

END OF SECTION

SPECIFICATIONS

The company will at no extra charge:

1. Attend all three evenings of schedule pick up for sizing, selling, and distribution of student program clothing needs via purchase or lease. The vendor will collect money from the individual student/parent.
2. Be available on-site for the first three days of school with enough staff to complete sizing, selling, and distribution of student program clothing needs via purchase or lease. All uniform components must be packed in one individual polybag per student and distributed to the appropriate students.
3. Be available on-site for the first three days of the second semester of school to meet any additional sizing, selling, and distribution of student program clothing needs and collection of leased items no longer needed, damaged, or lost.
4. Be available on-site for the final two days of both the junior and senior school year terms to complete collection of leased items and collection of funds for damage and lost items.
5. The company must be able to provide the variety of clothing options, colors, and desired quality per the specified list and provide unit pricing for other items not contained on the list desired by supervisors.
6. Pricing must be good for one year.
7. All items sold or leased to students must be distributed to students by the vendor.
8. All business will be with the individual student and/or parent on a cash or credit card basis. There will not be a school issued purchase order or any collecting of money by the school.
9. All pricing will be completed and submitted on the attached spreadsheet. No substitutions will be accepted on the items where a manufacturer and model are specified.

Manufacturer	Style #	Description	Estimated Quantity	Purchase Price Each	Lease Price for Year Each
A4	N3165	Cooling Performance Long Sleeve Crew	20-40		
A4	NW3002	Women's Cooling Performance Long Sleeve Crew	20-40		
Cherokee	2999	V-Neck Scrub Top	150-225		
Cherokee	4001 or 4200	Scrub Pants	322-397		
Cherokee	4350	Jewel Neck Snap Front Warm-Up Jacket	100		
Cherokee	4777	Unisex Scrub Top	40-75		
Cherokee	4100	Drawstring Scrub Bottoms	40-75		
Cherokee	4700	Scrub Top	100		
Gilden	18200	Sweatpants	25-50		
Gilden	5000	Heavy Cotton T-Shirt	460-660		
Gilden	5400	Long Sleeve T-Shirt	150-225		
Gilden	8000	50/50 T-Shirt	240		
Landau	7535	Cardigan Warm-Up Scrub Jacket	12		

Landau	7602	Reversible Scrub Pant	36		
Landau	8219	Solid Color Scrub Tunic	36		
Landau	8327	Elastic Eased Fit Scrub Pant	160-200		
Outer Banks	OB 11	Polo Shirt	44-60		
Outer Banks	OB 12	Women's Polo Shirt	44-60		
Port Authority	L500	Polo Shirt	26-31		
Port Authority	L500LS	Long Sleeve Polo Shirt	20-25		
Port Authority	K500	Polo Shirt	36-41		
Port Authority	K500 LS	Long Sleeve Polo Shirt	30-35		
Port Authority	K468	Dri-Mesh Shirt	15-30		
Port Authority	K368	Long Sleeve Dri-Mesh Shirt	15-30		
Port Authority	L468V	Sport-Tek Ladies V-Neck T-Shirt	15-30		
Red Kap	CC16	100% Cotton Coveralls	15-25		
Red Kap	CT10	65/35 blend coveralls	10-16		

Red Kap	PT62	Utility Work Pant	15		
Red Kap	SC10	Long Sleeve Uniform Shirt	12-15		
Red Kap	SC20	100% Cotton Long Sleeve Work Shirt	12-15		
Red Kap	SC40	100% Cotton Wrinkle-Resistant Short Sleeve Work Shirt	150-180		
Red Kap	SP10	Industrial Stripe Work Shirt	49-60		
Red Kap	ST62	Utility Work Shirt	98-137		
Red Kap	KP14	Button Front Lab Coat	133-150		
Seven Mile Creek	839-WP	Machinist Apron	30-45		
Seven Mile Creek		Extra Safety Strings for 839-WP Apron	30-45		
		Law Enforcement Nameplate, Silver	25		
		Long Sleeve Law Enforcement Shirt Zipper Front	25		
		Short Sleeve Law Enforcement Shirt Zipper Front	25		
		Law Enforcement Uniform Style Trousers	25		
		Garrison Law enforcement Uniform Belt	25		

			Break-Away Tie	25		
			State of Ohio Emblem Tie Tac	25		
			Nickel Finish Whistle	25		
			Nickel Whistle Chain	25		
			Extended Cuff Key	25		
			8" Height Hi-Tech Boots	25		
			8" Height Side Zip Boots	25		
			Embroider Logo onto Garment One Color	Unit Price		
			Embroider Logo onto Garment Two Colors	Unit Price		
			Screenprint Logo on Shirts One Color	Unit Price		
			Screenprint Logo on Shirts Two Colors	Unit Price		
			Monogram Name on Blank Emblem and Sew on Garment	Unit Price		
			Pack Order by Person in Polybag	Unit Price		
			Hem Coveralls	Unit Price		

		Hem Pants	Unit Price		
		Digitize Logo with Customer Provided Artwork	One Time Cost		

Contractor's Qualification Statement

Introduction. Each bidder will complete and submit this Contractor's Qualification Statement and thereafter provide the Owner promptly with such additional information as the Owner may request regarding the Bidder's qualifications. A Bidder shall submit any additional requested information within three (3) business days of the date on the request.

The failure to submit requested information on a timely basis may result in the determination that the Bidder is nonresponsive and ineligible for consideration of a Contract with the Owner.

How many years has your business been in operation as a uniform supply business?

How many years has your organization been in business under its current name?

Under what other or former names has your organization done business?

Has your organization ever failed to complete work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? If yes, Explain.

Has your organization filed any claims or lawsuits or requested arbitration regarding any contracts within the last five years? If so, please provide the following information. If there are more than ten (10) of these claims, lawsuits or arbitrations only provide information on the most recent ten (10). Attach a separate sheet if needed.

Project and Scope of Work	Description of the Claims and the Final Resolution of the Claim (by mediation, lawsuit, or arbitration)	Owner's Representative & Telephone Number
		()
		()
		()
		()
		()

Provide the following information for each contract your organization has had with a public owner in the State of Ohio during the last five (5) years, including current contracts, where the Contract Sum is fifty percent (50%) or more of your proposal for this Project. If there are more than ten (10) of these contracts only provide information on the most recent ten (10) contracts, including current contracts. Use additional sheets if needed to provide the requested information.

Project and Scope of Work	Contract Sum	Owner's Representative & Telephone Number
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Provide the following information for each project your organization has had with a public owner in the State of Ohio during the last five (5) years, which you believe is of comparable or greater size and complexity than the Owner's project. If there are more than five (5) of these projects, only provide information on the most recent five (5) projects, including current projects. Use additional sheets if needed to provide the requested information.

Project and Scope of Work	Contract Sum	Owner's Representative & Telephone Number
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If any of the following members of your organization's management--president, chairman of the board, or any director--operates or has operated another company during the last five (5) years, identify the company.

If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state "none."

If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."

Signature _____

Dated at _____ on _____, 200_.

Name of Organization: _____

By _____
Typed or printed name

Title: _____

County of _____,

State of _____, ss:

Sworn to me a notary public by _____ on behalf of _____
_____ on _____, 200_.

Notary Public

My Commission Expires: _____

OWNER-CONTRACTOR AGREEMENT

OWNER:	Miami Valley Career Technology Center	CONTRACT:	
ADDRESS:	6800 Hoke Road Clayton, Ohio 45315	ALTERNATES:	
TELEPHONE:	937-854-6674	CONTRACTOR:	
FAX:	937-837-5318	ADDRESS:	
CONTACT:	Harold Niehaus, Director of Instructional Development	TELEPHONE:	
		FAX:	
PROJECT:	Student Uniforms for Lease of Purchase	CONTACT:	
		DATE:	

This document is an agreement between the Owner and the Contractor for the Work described in the Contract Documents related to the Contract identified above for the Project and is effective as of the date set forth above ("Effective Date of this Agreement"), which if no date is entered shall be the date the Agreement was signed by the Owner.

The Owner and the Contractor agree as set forth in the following paragraphs:

- CONTRACT DOCUMENTS.** The Contract Documents consist of the Agreement between the Owner and Contractor, Specifications, Addenda issued prior to the execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties or (2) a written order for a minor change in the Work issued by the Owner.
- CONTRACT SUM (also called Contract Price).** The lump sum Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations and responsibilities of the Contractor under this Agreement and the other Contract Documents is determined by the number of pieces ordered based on the costs presented in the Contractor's Proposal. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, commercial activity and personal property taxes payable by or levied against the Contractor on account of the Work or the materials incorporated into the Work. The Contractor will pay any such taxes. A purchase order will be issued to the Contractor and payment will be made accordingly.
- LIMITATION ON LIABILITY.** The Owner's will have no liability with this contract in that the items will be sold to individual students/parents for work performed. Under no circumstances will the elected officials, officers, employees, board or council members, or agents of the Owner be personally liable for any obligations or claims arising out of or related to this Agreement.
- GENERAL.**
 - MODIFICATION.** No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person executing the modification or waiver must have express authority to execute the Modification on behalf of the Owner pursuant to a resolution that is duly adopted by the Owner. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the

other Contract Documents or to waive any of its or their terms, except as expressly provided in this paragraph.

4.2 ASSIGNMENT. The Contractor may not assign this Agreement without the written consent of the Owner, which the Owner may withhold in its sole discretion.

4.3 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligation of the parties will be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of the county in Ohio in which the Owner's principal office is located, and each party hereby expressly consents to the exclusive jurisdiction of such court.

4.4 PARTIAL INVALIDITY. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

4.5 COMPLIANCE WITH LAWS AND REGULATIONS. The Contractor, at its expense, will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work, including but not limited to Sections 153.59 and 153.60 of the Ohio Revised Code, which prohibit discrimination in the hiring and treatment of employees, with respect to which the Contractor agrees to comply.

4.5.1 NON-DISCRIMINATION. Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement, the Contractor, or any person acting on behalf of them, shall not by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, nor any person acting on behalf of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

4.5.2 ETHICS. By signing and entering into this agreement with the Owner, the Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements. The Contractor understands that failure to comply with the ethics laws is, in itself, grounds for termination of this contract and may result in the loss of other contracts with the Owner.

4.6 PROPERTY TAX AFFIDAVIT. The Contractor's affidavit given under Section 5719.024, Ohio Revised Code, is incorporated herein.

4.7 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will

supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their properly authorized representatives and agree that this Agreement is effective as of the date first set forth above.

Owner: Miami Valley Career Technology Center

CONTRACTOR:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____