

T. 3. D. 1.

Memorandum Date: 07/29/2008
Order Date: 08/20/2008

TO: Board of County Commissioners

DEPARTMENT: Management Services

PRESENTED BY: Mike Barnhart, Supervising Senior Accountant

AGENDA ITEM TITLE: IN THE MATTER OF ACCEPTANCE OF BID LCB 2008-05 AND AWARD OF CONTRACT TO ARAMARK UNIFORM SERVICE FOR PROVISION OF INDUSTRIAL LINEN SERVICES TO LANE COUNTY FOR THE PERIOD JULY 2008 TO JUNE 2011.

I. MOTION

MOVE APPROVAL OF ORDER, ACCEPTANCE OF BID LCB 2008-05 AND AWARD OF CONTRACT TO ARAMARK UNIFORM SERVICE FOR PROVISION OF INDUSTRIAL LINEN SERVICES.

II. AGENDA ITEM SUMMARY

1. Accept bid LCB 2008-05 for Industrial Linen Services
2. Award contract to Aramark Uniform Service in an amount not to exceed \$100,000.
3. Authorize the County Administrator to execute a contract in accordance with the bid specifications.

III. BACKGROUND/IMPLICATIONS OF ACTION

A. Board Action and Other History

An Invitation to Bid for Industrial Linen Service was prepared. The Invitation to Bid was advertised electronically June 13, 2008 via the County's internet site and the State of Oregon's procurement program website ORPIN.

Three bids were received in response to the solicitation. A review of the bids by Financial Services department staff concluded that Aramark Uniform Services submitted the lowest total bid while also meeting required bid criteria and specifications.

B. Policy Issues

Lane County departments require the services of a qualified vendor for the provision of Industrial Linen Services.

C. Financial and /or Resource Considerations

The annual cost for Industrial Linen Service is approximately \$30,000 per year. An analysis of materials usage and replacement costs by department was made. County departments reviewed the unit price proposal for completeness. From this analysis a formal bid was prepared and solicited for a three-year contract of Linen Services.

D. Analysis

The Industrial Linen Services contract expired 6/30/2008. Upon approval by the Board, Management Services will proceed with contract processing and issue a notice to proceed to the vendor. Following approval of the bid award a contract will be signed by the vendor and delivered to County Administration for execution.

E. Alternatives/Options

Finance staff researched contracting with a Qualified Rehabilitation Facility through the State of Oregon but service is not available in this area. There were no Oregon State contracts to "piggyback" on that provide the service and material requirements described in the County's bid proposal specifications.

F. Recommendation

It is recommended that award of LCB 2008-05 be made to Aramark Uniform Services. This recommendation is based on low cost and compliance to bid specifications

G. Timing/implementation

It is anticipated a new contract will be executed by August 2008. Since the recommended vendor is the current provider there will be no disruption of services, or need to change inventory.

H. Follow-Up

Following Board action, a contract will be signed by the vendor and delivered to the County Administrator for execution.

VII. ATTACHMENTS

Board Order
Request for Bid
Bidders Proposal
RFB Abstract

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.)
) **IN THE MATTER OF** ACCEPTANCE OF BID
) LCB 2008-05 AND AWARD OF CONTRACT TO
) ARAMARK UNIFORM SERVICES FOR
) INDUSTRIAL LINEN SERVICES
)
)
)

WHEREAS, at the duly authorized time and place on June 20, 2008, Jackie Owen, Management Services staff, under authority of Lane Manual Chapter 21, opened bids on the following:

2008-05 INDUSTRIAL LINEN SERVICES; and

WHEREAS, the low bid response from Aramark Uniform Services was evaluated by Department of Management Services for conformance to RFB specifications; now, therefore,

IT IS HEREBY ORDERED, that the bid received from Aramark Uniform Service be accepted as recommended, and Aramark Uniform Service be awarded a contract; that a contract be executed in the amount not to exceed \$100,000 in accordance with the bid specifications; and that the County Administrator be authorized to execute the contract.

Dated this _____ day of _____, 2008.

Faye Stewart, Chair
Board of County Commissioners

APPROVED AS TO FORM
Date 8/5/08 Lane county
[Signature]
OFFICE OF LEGAL COUNSEL

LANE COUNTY

BUYER'S SIG/INIT:

VENDORS & AMOUNTS BID

VENDORS & AMOUNTS BID

VENDORS & AMOUNTS BID

RFB

ABSTRACT

CINTAS

ARAMARK

UNI FIRST

RFB OPENING:

6/20/08 @2:30 p.m.

RFB # LCB- 2008-05

INDUSTRIAL LINEN SERVICES

Attachment	Checkmark	CINTAS	ARAMARK	UNI FIRST					
1. ATTACHMENT A- Bid Proposal	✓	✓	✓	✓					
2. ATTACHMENT B- Unit Price Proposal	✓	✓	✓	✓					
3. ATTACHMENT C- BID BOND	✓	✓	✓	✓					
Bid Price		\$254,333.00	\$26,359.85	26,264.00					
Bid Price Verification		29,431.33	26,359.85	26,864.36					
		L Vendor							
		Adult use							
		Spreadsheets							
		in Bid doc							
		To calculate							
		Owner							
		6/23/08							

LANE COUNTY REQUEST FOR BID COVER SHEET

1. PROJECT TITLE: Industrial Linen Services ^{RFB} ~~RF~~ 2008-05

2. DEPARTMENT: Management Services DIVISION: Finance

3. PREPARED BY: *Jarvis Owen* x4193 5/27/08
 Signature Phone Date

<p>Initial</p> <p><u><i>[Signature]</i></u></p> <p>a. Instructions to Bidders b. Specifications c. Bid Form d. Bid Security Provision</p>	<p>Initial</p> <p><u><i>[Signature]</i></u></p> <p>e. Contract Form f. Standard Contract Provisions g. Performance/Payment Bond Provisions h. Other</p>
--	--

4. LEGAL NOTICE PREPARED BY: N/A
 Signature Phone Date

<p>NAME OF PAPER</p> <p>a. REGISTER GUARD b. DAILY JOURNAL OF COMMERCE</p>	<p>DATE(S) OF NOTICE</p> <p><u>N/A - posted via Internet @ LC</u></p>
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5. LEGAL COUNSEL APPROVAL: *Heidlaw* 3725 6/3/08
 Signature Phone Date

6. RISK MANAGER APPROVAL: *[Signature]* 4392 6/3/08
 Signature Phone Date

7. OPENED BY: *Jarvis Owen* 4193 *[Signature]* 6/20/08
 Signature Phone Date

8. DEPARTMENT REVIEW AND APPROVAL (The above items are required in the operation of this Department and the expenditure they represent is an approved budget charge)

Budget Code: 124-5570020-512118 \$ 100,000.00
Revenue Amount
 Fund-Dept/Div-Object-Prog-Grant

APPROVED BY: _____
 Signature Title Date

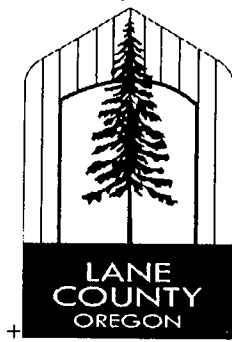
9. PREPARATION OF AWARD (Initial Below)

[Signature]

a. Recap Sheet Prepared and Attached
 b. Proposal Forms Complete and Agenda Item Prepared
 c. Recommendation sent to all Bidders

REMARKS ON ANY DEVIATIONS: _____

RECOMMENDATION BY: _____
 Signature Phone Date



LANE COUNTY
INVITATION TO BID LCB 2008 - 05
FOR
INDUSTRIAL LINEN SERVICES

LANE COUNTY
MANAGEMENT SERVICES
125 EAST 8TH AVENUE
EUGENE OR 97401

CLOSING DATE: JUNE 17, 2008 at 2:30 p.m.

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INVITATION TO SUBMIT BID PROPOSAL

Industrial Linen Services LCB 2008-05

Notice is hereby given that Lane County is seeking proposals from qualified bidders for the provision of Industrial Linen Services from July 15, 2008 through June 30, 2011.

The scope of work includes provision of Industrial Linen Services for Lane County and other authorized political subdivisions.

The criteria for submitting a proposal is defined in the attached bid documents. This invitation is open to any Contractor with the skill and ability to provide the requested services described in the proposal documents.

Proposal documents may be obtained electronically from the Lane County internet website at <http://www.lanecounty.org> under the RFP heading.

Requests for paper copies of the proposal documents may be made in person, by mail, phone, or email to;

Lane County Management Services
Attention: Michael Barnhart
125 E. 8th Avenue
Eugene, Oregon 97401

Phone: (541) 682-4199
Email: michael.barnhart@co.lane.or.us

From the issue date of this Invitation until a contractor is selected the sole point of contact for information pertaining to this proposal is Michael Barnhart.

Inquiries about the proposal shall be received in writing until Tuesday, June 10, 2008 at 5:00p.m. A written response in the form of an addendum will be provided to all bidders in writing preferably at least five calendar days prior to the deadline for bid receipt but in no case less than 72 hours prior to the deadline for bid. Any addenda so issued are to be covered in the bid proposal and will become part of the contract documents.

Bid proposals must include all information requested. The document requirements and specifications are defined in Part III – Bid Submission Requirements.

All bids submitted to the County will be opened publicly at the time date and place designated in this invitation to bid. Any bid or modification received after the designated deadline shall be returned unopened to the bidder.

All bids shall be irrevocable for 30 days from the time of opening unless otherwise stated in the bid documents.

All bidders must be an "equal opportunity employer" willing to comply with all applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 (see 42 USCA 2000), all regulations there under (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment.

The authority for this process and subsequent award is Lane Manual 21.107 regarding Competitive Selection of a Contractor. When evaluating the bids, the County reserves the following rights:

- To reject any or all bids not in compliance with all prescribed public bidding procedures and requirements, and may for good cause reject any or all bids upon a finding of the County it is in the Public's best interest to do so.
- To issue subsequent requests for bid, if desired.
- Not to award a contract for the requested services and cancel the process.
- To waive any minor irregularities or informalities in any bid.
- To negotiate with any bidder to further amend, modify, refine, or delineate its proposal and the contract price as it is affected by such negotiation of scope of work, and specific contract terms.

It is anticipated the selection of a Contractor will be completed by June 30, 2008. Following the notification of the selected Contractor, it is expected that a contract will be executed between both parties by July 15th, 2008.

This Invitation is considered an integral part of the bid, and matters noted herein shall be binding on the bidders.

There is no expressed or implied obligation for Lane County to reimburse responding Contractors for any expenses incurred in preparing, submitting, or presenting a proposal in response to this request.

Thank you for your interest in Lane County and for your cooperation in responding to this bid in accordance with the provisions established herein.

Sincerely,

Michael Barnhart
Department of Management Services
Financial Services Division
Lane County, Oregon

June 4, 2008

PART I: GENERAL BACKGROUND AND OBJECTIVES

It is the intent of Lane County to contract with a qualified vendor for the purchase of Industrial Linen Services for July 15, 2008 through June 30, 2011 for Lane County and other authorized political subdivisions.

The County utilizes approximately \$30,000 to \$35,000 per year in linen services through its contracted vendor. The County makes no guarantee as to the quantity of purchases that will be made from this agreement. The quantities listed on the bid pages are an approximation only for comparison of bids.

Lane County reserves the right to increase the types and amounts, or to add or delete certain items as may be deemed in the best interest of Lane County.

PART II: BID RESPONSE

Bids will be considered in accordance with the following criteria.

See Part III – Bid Submission Requirements for specific instructions regarding format and required information.

1. All required forms must be received in the format described in Part II.
2. All bids must include a "Unit Price Proposal" document, Attachment B.
3. Bid Security is required. All bids must include a "Bid Form", Attachment C is the bidder is unable to obtain a standard surety bond.
4. The successful bidder shall be required to submit a standard insurance certificate, as evidence of compliance with the insurance requirements specified in this contract.
5. All submitted bids will remain the property of Lane County.
6. This solicitation for bid document and one copy of each original bid received in response to it, together with copies of all documents pertaining to the award of a contract, shall be kept by Lane County and made a part of a file or record that shall be open to public inspection, except to the extent specific information may be covered by an exemption to Oregon Public Records law. The above disclosure restrictions may not include cost or price information, which must be open to public inspection.
7. In accordance with ORS 279A.120, bidders will be required to indicate on the Bid Proposal – Attachment A whether or not the bidder is an Oregon resident.

8. All bidders are required to comply with the provisions of ORS 279A and B and the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended.
9. Prevailing Wage Rate for Public Works Contracts in Oregon are not required for this Contract. Details about the required insurance can be found on the Insurance Coverages Required – Attachment D. Bidders should note that Worker's Compensation Insurance is required under the terms of this contract.
10. If a bidder is not required to carry Worker's Compensation Insurance due to the structure of the bidder's organization, then a letter from the State Accident Insurance Fund certifying such an exemption must be provided to County in lieu of a Worker's Compensation Certificate of Insurance.
11. The County may reject any bid not in compliance with all prescribed public contracting procedures and requirements, and may reject for good cause any or all bids or waive any specification or requirement upon a finding of the County that it is in the public interest to do so.

PART III: BID REQUIREMENTS

1. Bid Proposal Deadline

Sealed bids will be accepted until 2:30 p.m., June 17, 2008 at the Department of Management Services office located at 125 E. 8th Ave, Eugene, OR 97401. Bid proposal documents shall be delivered in a sealed envelope clearly labeled on the outside of the envelope "Industrial Linen Services LCB 2008-05" and, includes the bidder's name, address and the opening date. Each packet shall contain one original and two copies of the respective proposal.

Delivery is the sole responsibility of the bidder. Any bid received after the date indicated in the above paragraph will be returned unopened.

2. Multiple Bid Proposals

Each bidder may submit more than one response. If more than one response is submitted, each response must be complete unto itself, sealed in a separate envelope, and marked as "Primary Response", or "Alternate Response #1, 2, 3, etc." on the envelope and on the cover of each copy.

3. Bid Proposal Content and Format

Responses to this bid proposal must be presented in writing. Bids must include all of the information requested. Any deviation from the requested information may be cause for rejection.

The following documents are mandatory in all bid proposals for qualification and consideration for this solicitation;

- a. Bid Proposal - Attachment A (Signed and Notarized)
- b. Unit Price Proposal - Attachment B
- c. Bid Bond - (Signed and Notarized) - Attachment C

The successful bidder shall be required to submit a "Certificate of Insurance" document as evidence of compliance with the Contract Insurance Requirements. This information must be sent to the County along with the Materials and Services Contract prior to execution by the County.

4. Protest of Specifications or Contract Terms and Conditions

Written protests of bid terms, conditions, specifications and contract terms shall be submitted to Michael Barnhart, at the address referenced above within a minimum of 10 days prior to the bid opening in accordance Lane Manual 21.105 (6).

PART IV: BID REVIEW PROCESS

Award of this bid shall be made based on the lowest total cost for laundering/cleaning and replacement cost extended by the approximate usage.

No negotiations, decisions or actions will be initiated by any firm as a result of any verbal discussion with any Lane County employee prior to the bid opening of this solicitation.

Lane County reserves the right to select, and subsequently recommend for award, the proposed services/products that meets its required needs, quality levels and budget constraints.

1. Recommendation and Rights

Please be advised that the final decision of the actual award of a contract rests with the Lane County Board of Commissioner's or its authorized representative(s).

Lane County reserves the following rights;

- o To reject any or all bids not in compliance with all prescribed public bidding procedures and requirements, and may for good cause reject any or all bids upon a finding of the County it is in the Public's best interest to do so.
- o To issue subsequent requests for bid, if desired.
- o Not to award a contract for the requested services and cancel the process.
- o To waive any minor irregularities or informalities in any bid.

2. Award and Execution of Contract

The bid shall be submitted with the knowledge on the part of the bidder that the delivery or furnishing of the service cannot commence until a contract is duly and properly executed.

In the event more than sixty (60) days elapse between the date on which the bid is opened and the date on which the contract is prepared, readied for execution, and submitted to the successful bidder, consideration will be given by Lane County to the granting of an extension of time to the bidder for fulfillment of the contract to offset any delay in the contract actually occasioned by said lapse of more than sixty (60) days.

3. Protest of Award

Unless otherwise specified in the bid documents all written protests of award must be filed within seven (7) days of the notice of award. Protests of award shall be handled by the board of County Commissioners in conformity with LM21.105 (13). The protester shall specify the required information and applicable grounds for the protest as provided in ORS 279B.410.

4. Contract Period and Terms

The contract period shall cover July 15, 2008 through June 30, 2011.

Payment for specified services/products to the successful firm will only be remitted following successful completion of all of the following requirements:

- a. Board of County Commission approval of the recommended bid.
- b. Delivery of the proposed services/materials.
- c. Receipt of invoicing.

PART V: BID SPECIFICATIONS

The following are the specifications for the Industrial Linen Services Contract LCB 2008-05. Bidders must respond to each item in the affirmative or provide comments that their bid meets or exceeds the requirements listed herein.

It is the intent of Lane County to contract with a qualified vendor for the purchase of Industrial Linen Services from July 15, 2008 through June 30, 2011 for Lane County and other authorized political subdivisions.

Other purchasing contracting agencies as defined in ORS 279A.200 may use this competitive selection process and contract, with no material change in terms, conditions or prices as a basis for executing a separate agreement in their own name with the Contractor. As a condition to this use, other purchasing contracting agencies shall be fully liable for completing and additional process, if applicable, pursuant to ORS 279A.215, any

protest obligations under ORS 279A.225, and the appropriateness of the decision to use this competitive process and contract provisions. Any services sold by Contractor to such agencies shall be ordered by, delivered to and paid by the other purchasing contracting agencies. By acting to contract with another purchasing contracting agency, Contractor agrees that Lane County, its Commissioners, agents, employees and officers are expressly indemnified and held harmless by Contractor from any claim arising out of the use of the County's competitive process or out of the performance or failure to perform contractual obligations of the Contractor, political subdivision, and public agency.

The County utilizes approximately \$30,000 to \$35,000 per year in linen services through the contracted vendor. County departments currently utilize services for the products indicated on the Unit Price Proposal, Attachment B of this bid proposal.

The types and quantities are approximate only and are only given for comparison of bids. The County makes no guarantee as to the quantity of purchases that will be made from this agreement. Lane County reserves the right to increase the types and amounts, or to add or delete certain items as may be deemed in the best interest of Lane County.

All bids shall be prepared in accordance with the following terms and conditions:

TERM

July 15, 2008 through June 30, 2011.

AGREEMENT

Lane County Materials and Services Contract

LOCATIONS

Lane County currently has approximately thirty (30) delivery locations. County facility names and addresses will be provided following contract execution. Lane County reserves the right to add or delete delivery locations through out the term of this contract.

BID

Unit price per laundering/cleaning and unit price per replacement cost per item lost or destroyed to include name badge

AWARD

Award of bid will be made based on the lowest total cost for laundering/cleaning and replacement cost extended by the approximate usage.

UNIT PRICE

Unit prices shall be FOB Destination and shall remain firm for the duration of the agreement. There shall be no changes or surcharges added without prior consent of the County.

CANCELLATION

This agreement may be cancelled at the election of either party upon ninety (90) days written notice to the other party or upon willful failure or refusal of the contractor to perform according to the terms of the contract.

INVOICES

Invoices shall be provided with each delivery/pickup to each user location, unless otherwise directed. Monthly statements shall be mailed to each user location and provided to validate the total of the weekly invoices. Driver shall obtain signatures for each delivery/pickup, unless otherwise directed.

WARRANTIES

The successful bidder shall provide workmanship and quality in accordance with the general standards for the industry. Any substandard work shall be corrected at no additional cost to the County.

PERFORMANCE

All of the labor, materials, and equipment required for completion; the contractor shall provide day-to-day performance of the contract.

NONPERFORMANCE

In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed. For purposes of this section, nonperformance shall be defined as failure to provide and deliver quality services as specified and scheduled.

ASSIGNMENT

The contractor without the written consent of the County may not assign this contract.

DISPUTES

Any and all contract disputes shall be directed to each user department. If disputes cannot be resolved at that level, the dispute shall be directed to Management Services Department, Central Finance.

ATTACHMENT A

BID PROPOSAL - INDUSTRIAL LINEN SERVICE

A. Total of Unit Price Proposal Attachment B \$ _____

The undersigned, as bidder, declares that bidder has carefully examined the specifications and provisions of this proposal and, that bidder proposes and agrees, if the bid proposal is accepted, that bidder will contract with Lane County to furnish the item(s) in the manner and time herein prescribed and according to all the requirements set forth.

The undersigned further understands and accepts that the award of bid is to be based on the lowest bid and that the materials and services contract will be based on the unit prices as bid on the Unit Price Proposal.

The bidder hereby certifies that the services bidder _____ is proposing meets or exceeds all specifications contained in this invitation to bid.

The bidder hereby certifies that the bidder is _____ or is not _____ a resident bidder, as defined in ORS 279A.120, of the State of Oregon.

By initialing this space _____, bidder hereby certifies per ORS 279A.110 that the bidder has not discriminated against minority, women, or emerging small businesses in obtaining any subcontractors.

By initialing this space _____, bidder hereby certifies that to the best of bidder's knowledge, the bidder is in compliance with all the Oregon tax laws described in ORS 305.380(4).

By initialing this space _____, bidder hereby certifies that to the best of bidder's knowledge, the bidder is submitting this without connection or agreement with any other person, firm or corporation making a bid in response to the bid solicitation, and is in all aspects fair and without collusion or fraud.

A bidder may withdraw the bid at any time prior to the day of the bid opening. However, all bids shall be irrevocable for a period of sixty (60) days from the day of the bid opening.

Firm's Name (Print or type name)

Address

City, State

Telephone

Fax

E-Mail

Signature

Print or type name

Title

Subscribed and sworn to before me this day of _____, 2008.

Name: _____

Notary Public, State of _____.

My Commission Expires on _____.

ATTACHMENT B

UNIT PRICE PROPASAL

**Transfers total to Attachment A
(These pages must be returned with the Bid Proposal)**

Item Description	Unit Price Per Pickup And Laundry	Estimated Annual Laundry Volume	Replacement Cost (Per Unit)	Estimated Annual Replacement Volume at 1% of Estimated Laundry Volume	Extended Total Column
	(Column A)	(Column B)	(Column C)	(Column D)	(A X B) + (C + D)
Coveralls – Cotton		2,000		20	
Coveralls – Synthetic		2,000		20	
Denim Shop Apron		50		1	
Dust Mop – 18"		125		1	
Dust Mop – 24"		125		1	
Dust Mop – 30"		125		1	
Dust Mop - 42"		125		1	
Industrial Pants		75		1	
Industrial Shirts L/S		60		1	
Industrial Shirts S/S		60		1	
Jackets - Long Hip		100		1	
Jackets - Long Waist		100		1	
Shop Coat – Synthetic		100		1	
Shop Coat – Cotton		100		1	
Short Coat – Synthetic		100		1	
Short Coat – Cotton		100		1	
Lab Coat		250		3	
Mats - 3' X 4'		2,000		20	
Mats - 4' X 6'		2,000		20	
Mats - 3' X 10'		2,000		20	
Mats – Scraper		250		3	
Mats – Scraper 2' X 3'		250		3	
Towel – Hand		3,000		30	
Towel – Printer		3,000		30	
Towel - Shop – Colored		12,500		125	
Towel - Shop – White		12,500		125	
Seat Cover		100		1	

ITEM A - GRAND EXTENDED TOTAL

An Excel spreadsheet is available on the Lane County internet site and may be used in place of the above Word table.

ATTACHMENT C

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

as PRINCIPAL, and

as SURETY, are hereby held and firmly bound unto Lane County in the penal sum of (\$) _____ for the payment of which, well and truly made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to Lane County certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for:

LCB 2008-05 INDUSTRIAL LINEN SERVICES

NOW THEREFORE,

If said bid shall be rejected, or in the alternative, if said bid is accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid), then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood that the liability of the SURETY for any and all claims hereunder shall in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the County may accept such bid; and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals and such of them as are corporations have caused their seals to be affixed and these presents to be signed by their proper officers, the day and year set forth above.

PRINCIPAL

SURETY

BY: _____

BY: _____

DATE: _____

DATE: _____

ATTACHMENT D

INSURANCE COVERAGES REQUIRED

Contractor shall not commence any work until Contractor obtains, at Contractor's own expense, all required insurance as specified below. Such insurance must have the approval of Lane County as to limits, form and amount. The types of insurance Contractor is required to obtain or maintain for the full period of the contract will be:

 X **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY** insurance including personal injury, bodily injury and property damage with limits as specified below. The insurance shall include:

COVERAGES	LIMITS
<u> </u> Explosion & Collapse	<u> X </u> \$1 million per occurrence
<u> </u> Underground Hazard	<u> </u> Limits of the Oregon Tort Claims Act (ORS 30.270), present limits \$500,000 per occurrence
<u> X </u> Products/Completed Operations	
<u> </u> Contractual Liability	<u> </u> Other
<u> </u> Broad Form Property Damage	
<u> </u> Owners' & Contractors' Protective	

FORM

All policies must be of the occurrence form with combined single limit for bodily injury and property damage. Any deviation from this must be reviewed by the Risk Manager. All claims-made forms must have the prior approval of Risk Manager. Submit a complete copy of claims-made policies and endorsements with the certificate of insurance.

 X **AUTOMOBILE LIABILITY** insurance comprehensive form with limits as specified below. The coverage shall include owned, hired and non-owned automobiles.

LIMITS

- X \$1 million per occurrence
- No less than the limits of the Oregon Tort Claims
- Other Act (ORS 30.270) presently at \$500,000 per occurrence

PROFESSIONAL LIABILITY insurance – with limits not less than \$ _____

 X **ADDITIONAL INSURED CLAUSE-** The liability insurance coverage's required for performance of this contract shall be endorsed to name Lane County and its divisions, its commissioners, officers, agents and employees as additional Insured's on any insurance policies required herein with respect to Provider's\ activities being performed under the Contract. The additional insured's must be

named as an additional insured by endorsement, and the policy must be endorsed to show cancellation extensions to additional insured's. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

 X **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY** as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employers' Liability coverage.

EMPLOYER'S LIABILITY ___ Limits of \$500,000.

 BUILDER'S RISK insurance special form. Limits to be the value of the contract or \$_____.

 FIDELITY BOND covering the activities of any person, named or unnamed, responsible for collection and expenditures of funds. Limit \$_____ per employee.

Any questions concerning insurance and indemnity should be directed to Lane County Risk Management 541 682-4392

ATTACHMENT E

LANE COUNTY MATERIALS AND SERVICES CONTRACT No. LCB 2008-05

(PLEASE PUT THIS CONTRACT NUMBER ON ALL INVOICES)

This Contract is entered into by and between Lane County, Oregon, a political subdivision of the State of Oregon, hereinafter called County, and _____ hereinafter called Contractor who mutually contract as follows:

1.) Contractor agrees and covenants to provide the following services (and materials/product): or

Contractor agrees to comply with the bid and award as per the attached specifications, with the bid proposal and Invitation for Bid attached hereto and incorporated herein in full, at the total cost as stated in the bid proposal, in accordance with the attached specifications identified as all of the attached specifications together with Contractor's proposal and this Contract constitute the Contract documents.

2.) County agrees, in consideration, to pay Contractor: \$_____ for _____.

3.) Payments will be duly processed following receipt of invoice. Payment shall normally be made within thirty (30) days of receipt of the invoice.

4.) Contract period shall be July 15, 2008 to June 30, 2011.

5.) The performance of this Contract is at Contractor's sole risk. The service or services to be rendered under this Contract are those of an independent Contractor who is not an officer, employee or agent of the County as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent Contractor as to any claims between County and Contractor. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance or retirement payments; and federal or state taxes due as a result of payments under this Contract. Any subcontractor hired by the Contractor shall be similarly responsible.

6.) Contractor will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract payment.

7.) Contractor is not currently employed by County, and will not be under the direct control of County.

8.) The Contractor, its subcontractors, if any and all employers working under this Contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers.

9.) County will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations.

10.) The applicable provisions of the Lane Manual setting forth standard provisions for public contracts (LM 21.130) are hereby incorporated by reference as it fully set forth herein.

11.) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

12.) The Contractor certifies he has all necessary licenses, permits or certificates of registration (including Construction Contractors Board registration, if applicable), necessary to perform the work covered by this Contract, and certifies that all subcontractors shall likewise have all necessary licenses, permits, or certificates before performing any work. The failure of Contractor to have or maintain such licenses, permits or certificates is grounds for rejection of a bid or immediate termination of the Contract.

13.) The Contractor shall not delegate, subcontract or assign any duties covered by this Contract without the prior written approval of the County.

14.) The Contract may be cancelled by the County for willful failure or refusal of the Contractor to perform according to the terms of the Contract by providing written notice, including the effective date. The parties may jointly agree to terminate this agreement and upon the terms of such termination. Either party may terminate this Contract at any time, for any reason or for no reason with any liability, except compensation for services (and product) previously provided, by giving the other party 30 days written notice.

15.) The Contractor agrees to indemnify, defend and hold Lane County, its Commissioners, agents, officers and employees harmless and defend all damages, losses and expenses included but not limited to attorney's fees and to defend all claims, proceedings, lawsuits and judgments arising out of or resulting from the fault of the Contractor, the Contractor's agents, representatives or subcontractors, in the performance of or failure to perform this Contract.

16.) Contractor shall provide all insurance called for on the page entitled "Insurance Coverage Required". As evidence of the insurance coverage's required by this Contract, the Contractor shall furnish a certificate of insurance to: Lane County Risk Management Division, 125 E. 8th Ave., Eugene, Oregon, 97401. The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellations. Insurance coverage's required under this contract shall be obtained from insurance companies authorized to do business in the State of Oregon. If Contractor is self-insured under the laws of the State of Oregon, Contractor shall provide appropriate declarations of coverage.

17.) Contractor shall not cancel, materially change, or not renew insurance coverage's. Contractor shall notify Lane County Risk Manager, 125 E. 8th Ave., Eugene, Oregon, 97401, of any material reduction or exhaustion of aggregate limits. Should any policy be canceled before final payment by Lane County to Contractor and should Contractor fail to immediately procure other insurance as specified, County reserves the right to procure such insurance and to deduct the cost thereof from any sum due Contractor under this Contract. Any insurance bearing any adequacy of performance shall be maintained after completion of the contract for the full guaranteed period, and should the Contractor fail to immediately procure such insurance as specified, county reserves the right to procure such insurance and to charge the cost thereof to Contractor.

18.) Responsibility for payment of damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

19.) By execution of this Contract, Contractor certifies under penalty of perjury that:

A.) To the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4); and

B.) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontract.

20.) Modifications or amendments to this Contract shall be effective only if in writing and executed by both parties.

21.) Waiver. Failure of the County to enforce any provision of the Contract shall not constitute a waiver or relinquishment by the County of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.

22.) Severability. If any provision of this Contract is declared by a court to illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

CONTRACTOR

Date

Authorized Representative

LANE COUNTY, OREGON

Date

Authorized Signer Jeff R. Spartz, County Administrator

APPROVED AS TO FORM

Date _____ Lane
County

ATTACHMENT F

Standard Contract Provisions

Lane Manual 21.130

The following standard public contract clauses shall be included expressly or by reference where appropriate in every contract of the County.

(1) Contractor shall make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in the contract, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

(2) Contractor shall pay promptly all contributions or amounts due to the State Industrial Accident Fund and the State Unemployment Compensation Fund from contractor or any subcontractor in connection with the performance of the contract.

(3) Contractor shall not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, shall assume responsibility for satisfaction of any lien so filed or prosecuted and shall defend against, indemnify and hold County harmless from any such lien or claim.

(4) Contractor and any subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

(5) For public improvement and construction contracts only, if contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or its surety from the obligation with respect to any unpaid claim. If the County is unable to determine the validity of any claim for labor or services furnished, the County may withhold from any current payment due contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by the contractor or the County. There shall be no final acceptance of the work under the contract until all such claims have been resolved.

(6) Contractor shall make payment promptly, as due, to any person, co partnership, association or corporation furnishing medical, surgical, hospital or other needed care and attention, incident to sickness or injury, to the employees of contractor, of all sums which the contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing payment for such service.

(7) With certain exceptions listed below, contractor shall not require or permit any person to work more than 10 hours in any one day, or 40 hours in any one week except in case of necessity, emergency, or where public policy absolutely requires it, and in such cases the person shall be paid at least time and a half for:

(a) All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday, or

(b) All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday, and

(c) All work performed on the days specified in ORS 279B.020 (1) for non-public improvement contracts or ORS 279C.540 (1) for public improvement contracts.

For personal/professional service contracts as designated under ORS 279A.055, instead of (a) and (b) above, a laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Sections 201 to 209, from receiving overtime.

Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts

involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression. For contracts other than construction or public improvements, this subsection (7) does not apply to contracts for purchase of goods or personal property.

Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(8) The hourly rate of wage to be paid by any contractor or subcontractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by the public works contract shall be not less than the applicable prevailing rate of wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and ORS 279C.840. For projects also covered by the federal Davis-Bacon Act (40 USC §3141 et seq.), contractors and subcontractors shall pay workers or others performing work contemplated by the contract the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries in accordance with ORS 279C.830.

(9) The contractor, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, or otherwise be exempt under ORS 656.126.

(10) As to public improvement and construction contracts, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the contract. A list of entities that have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, and Commentary 4. If new or amended statutes, ordinances, or regulations are adopted, or the contractor encounters a condition not referred to in the bid document not caused by the contractor and not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the prevention of environmental pollution or the preservation of natural resources, both the County and the contractor shall have all the rights and obligations specified in ORS 279C.525 to handle the situation.

(11) The contract may be canceled at the election of County for any substantial breach, willful failure or refusal on the part of contractor to faithfully perform the contract according to its terms. The County may terminate the contract by written order or upon request of the contractor, if the work cannot be completed for reasons beyond the control of either the contractor or the County, or for any reason considered to be in the public interest other than a labor dispute, or by reason of any third party judicial proceeding relating to the work other than one filed in regards to a labor dispute, and when circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work. In either case, for public improvement contracts, if the work is suspended but the contract not terminated, the contractor is entitled to a reasonable time extension, costs and overhead per ORS 279C.655. Unless otherwise stated in the contract, if the contract is terminated, the contractor shall be paid per ORS 279C.660 for a public improvement contract.

(12) If the County does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the contract, the contract will terminate at the end of the last fiscal year for which payments have been appropriated. The County will notify the contractor of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, the County shall have no further obligation to the contractor for payments beyond the termination date. This provision does not permit the County to terminate the contract in order to provide similar services or goods from a different contractor.

(13) By execution of this contract, contractor certifies, under penalty of perjury that:

(a) To the best of contractor's knowledge, contractor is not in violation of any tax laws described in ORS 305.380(4), and

(b) Contractor has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

(14) Contractor agrees to prefer goods or services that have been manufactured or produced in this State if price, fitness, availability or qualities are otherwise equal.

(15) Contractor agrees to not assign this contract or any payments due hereunder without the proposed assignee being first approved and accepted in writing by County.

(16) Contractor agrees to make all provisions of the contract with the County applicable to any subcontractor performing work under the contract.

(17) The County will not be responsible for any losses or unanticipated costs suffered by contractor as a result of the contractor's failure to obtain full information in advance in regard to all conditions pertaining to the work.

(18) All modifications and amendments to the contract shall be effective only if in writing and executed by both parties.

(19) The contractor certifies he or she has all necessary licenses, permits, or certificates of registration (including Construction Contractors Board registration or Landscape Contractors Board license, if applicable), necessary to perform the contract and further certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of contractor to have or maintain such licenses, permits, or certificates is grounds for rejection of a bid or immediate termination of the contract.

(20) Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the County. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights. Data which is delivered under the contract, but which does not originate there from shall be transferred to the County with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the contractor has a right to grant such a license. The contractor shall exert all reasonable effort to advise the County, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The County shall receive prompt written notice of each notice or claim of copyright infringement received by the contractor with respect to any data delivered under this contract. The County shall have the right to modify or remove any restrictive markings placed upon the data by the contractor.

(21) If as a result of this contract, the contractor produces a report, paper, publication, brochure, pamphlet or other document on paper which uses more than a total 500 pages of 8 1/2" by 11" paper, the contractor shall conform to the Lane County Recycled Paper Procurement and Use policy, LM 2.440 through 2.448, by using recycled paper with at least 25% post-consumer content which meets printing specifications and availability requirements.

(22) The Oregon Standard Specifications for Construction adopted by the State of Oregon, and the Manual on Uniform Traffic Control Devices, each as is currently in effect, shall be applicable to all road construction projects except as modified by the bid documents.

(23) As to contracts for lawn and landscape maintenance, the contractor shall salvage, recycle, compost or mulch yard waste material in an approved site, if feasible and cost-effective.

(24) As to public improvement contracts for demolition, the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

(25) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the County will make final payment on the contract. (Revised by Order No. 98-12-2-4, Effective