

W.4.D.5.

Memorandum Date: 06/02/2008  
Order Date: 06/18/2008

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**TO:** Board of County Commissioners

**DEPARTMENT:** Public Works

**PRESENTED BY:** Todd Winter, Parks Division Manager

**AGENDA ITEM TITLE:** IN THE MATTER OF AWARDING REQUIREMENTS CONTRACTS TO NORTHWEST CASCADE INC. DBA HONEY BUCKET, BUCK'S SANITARY SERVICES, AND BEST POTS INC. TO PROVIDE PORTABLE TOILET RENTALS AND SERVICE AND DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO SIGN THE CONTRACTS

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**I. MOTION**

Order/In the matter of awarding requirements contracts to Northwest Cascade Inc. dba Honey Bucket, Buck's Sanitary Services, and Best Pots Inc. to provide portable toilet rentals and service and delegating authority to the county administrator to sign the contracts

**II. AGENDA ITEM SUMMARY**

Portable toilet rentals and services are currently provided to the Parks Division, Waste Management Division, the Sheriff's Office, and Youth Services through a contract that expired April 30, 2008. Rentals and services are currently being provided on a month-to-month basis until a new contract is procured. The previous contract was obtained through a request for bids solicitation and selection was based on the lowest priced qualified bid received. Due to scheduling of rentals and quality of services received, Parks decided to solicit this future service through a Requirements Contract. This option gives Parks the ability to hire multiple contractors to provide higher quality rentals and services and allow Parks the ability to use additional rentals during peak seasons or during events where large numbers of citizens in attendance would be anticipated. This option also allows Parks to hire services at the best overall benefit to Lane County citizens. On May 27, 2008 Parks received multiple bids from various contractors to provide this service.

**III. BACKGROUND/IMPLICATIONS OF ACTION**

## **A. Board Action and Other History**

Portable toilets are currently provided to the Parks Division, Waste Management Division, the Sheriff's Office and Youth Services through a contract resulting from a request for bids in 2005. That contract expired April 30, 2008 and portable toilet rentals and services are now being provided on a month-to-month basis until a new contract is procured. The previous contract was acquired through solicitation of a request for bids and selection was based on the lowest priced qualified bid received.

Parks' experience with this contract in the past through the RFP process has not always been ideal. In the past, Parks selected a contractor based on their response to the RFP and selected the contractor that met the minimum qualifications and proposed the most affordable price. Hiring only one contractor through the RFP process, however, limited Parks to only one contractor to provide this service. At times throughout the year, certain community events required use of additional portable toilet rentals and Parks was limited in hiring only the contractor with which Parks had a contract. If the contractor did not have rentals available, Parks could not provide the additional rentals and services necessary for such events. Additionally; if, through inspections and analysis, Parks believed that the contractor was not providing quality rentals and/or services, Parks was prohibited from hiring other contractors to provide increased quality service and at a price that may be considered beneficial to the public for the benefit of the services received.

Similar to what other divisions in Public Works are doing with rentals and services bid according to unit prices, Parks determined that it would be in the best interest of the public, the Parks Division, and other divisions receiving this service through this contract to change this service to a Requirements Contract. This will allow Parks the option of hiring multiple contractors for the same services and provide Parks the ability to ensure that this service is being provided to the public at the highest quality level and at the most affordable price according to the benefit received. This option will also allow Parks to hire one or all of the contractors to help with portable toilet rentals and services for major community Parks events that would require additional rentals.

Solicitation for Bids for this contract was published on May 12<sup>th</sup> and on May 19<sup>th</sup>. Bids were received until 10:00 a.m. on May 27<sup>th</sup>. Bids were opened at 10:00 a.m. on May 27<sup>th</sup> and contractors recommended to the Board for hire were evaluated by an Evaluation Committee of representatives from the Parks Division, Waste Management Division, and Administrative Services, to ensure that all proposals received met the minimum requirements according to the terms described in the Specifications and Requirements Contract sections of the Solicitation for Bids. Parks is recommending the hire of all three vendors who replied to the solicitation for bid: Northwest Cascade Inc. dba Honey Bucket, Buck's Sanitary Services, and

Best Pots Inc.

**B. Policy Issues**

Consistent with Lane Manual 21.105 and the APM Chapter 2, Section 2, Parks' solicitation for bids for portable toilet rentals and services was completed as a means of soliciting competitive bids for services, materials, and equipment according to ORS 279A and 279B.

According to ORS 21.105(5)d the County may award multiple contracts when specified in the invitation to bid.

According to ORS 21.106 Parks is requiring Bid Security for this bid.

ORS 190.010 and the Lane County Home Rule Charter provide that units of local governments may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform.

**C. Board Goals**

Changing how Parks receives this service to a Requirements Contract, allows Parks to best meet one of Parks' guiding principles by "valu[ing] our customers and [committing] to providing quality service and customer satisfaction" by ensuring that residents and visitors to Parks and other divisions affected by this contract receive the highest quality of service. Having the option of using multiple contractors allows Parks a better ability of meeting Lane County's overall mission of "provid[ing] high-quality local government services in a fair, open, and economical manner to best meet the needs and expectations of our citizens and our guests.

This action supports the *Parks Master Plan* by maintaining and enhancing Lane County Parks for the benefit of the general public and the overall goal of planning for facilities in the unincorporated areas of the County. (*Lane County Parks Master Plan 1980, pg. 4*)

This action supports the *Strategic Plan* overall goal to protect the public's assets by maintaining, replacing, or upgrading County's investment in systems (*Lane County Strategic Plan 2001-2005, p. 13*).

**D. Financial and/or Resource Considerations**

The unit cost of each item by each proposing contractor is provided in the "Bid Recap" Attachment. It is anticipated that Parks and other divisions associated with this contract will use each contractor's services during the duration of this contract.

Total costs will be considered according to selection of contractor per item and associated item cost.

Parks estimates that awarding various contractors this contract to provide this service to Parks, the Sheriff's Office, Waste Management, and Youth Services, will result in increased flexibility of service, greater capacity, and increased quality of service.

#### **E. Analysis**

Upon review of the bids received, the Evaluation Committee did not find any discrepancies that would disqualify any of the various contractors recommended for hire to the Board.

Awarding various contractors this Requirements Contract allows Parks and other departments/divisions the flexibility of using the contractor that is the best fit at the best time for this service provided to the county. Throughout the duration of this contract, Parks will assess cost/benefit analyses of this service and of each of the contractors providing the service. If services are not being received at a satisfactory level, or if costs are considered too high by any of the contractors, this contract will allow Parks to use any of the other contractors hired to produce the same services. Service quality and cost monitoring will be a part of ongoing performance monitoring of any contractor awarded this contract.

#### **F. Alternatives/Options**

1. Move to approve the recommendation of the Evaluation Committee and award various contractors this contract.
2. Move to approve proposal by the Board other than the recommendation of the Evaluation Committee and award contract.
3. Move to reject recommendation and not accept any bid submitted for this service and advise staff of other alternatives.

### **V. RECOMMENDATION**

Staff recommends Option 1 – accept the recommendation of the Evaluation Committee of hiring various qualified contractors and approve the Board Order as presented.

### **VI. TIMING/IMPLEMENTATION**

Upon approval of the bids, requirements contract specific to the solicitation for bids will be initiated according to ORS, Lane Manual, and APM.

### **VII. FOLLOW-UP**

Staff will coordinate to implement this contract upon approval of the bids.

## **VII. ATTACHMENTS**

Board Order

Bid Recap

Specifications for Portable Toilet Rentals and Service Contract

Bid Booklet for Portable Toilet Rentals and Service Contract

IN THE BOARD OF COUNTY COMMISSIONERS OF LANE COUNTY, OREGON

ORDER NO.

) IN THE MATTER OF AWARDING REQUIREMENTS  
) CONTRACTS TO NORTHWEST CASCADE INC. DBA  
) HONEY BUCKET, BUCK'S SANITARY SERVICES,  
) AND BEST POTS INC. TO PROVIDE PORTABLE  
) TOILET RENTALS AND SERVICE AND DELEGATING  
) AUTHORITY TO THE COUNTY ADMINISTRATOR TO  
) SIGN THE CONTRACTS  
)

**WHEREAS**, several Lane County Departments require portable toilet rentals and service; and

**WHEREAS**, it is in the best interest of Lane County to issue requirements contracts to Northwest Cascade Inc. dba Honey Bucket, Buck's Sanitary Services, and Best Pots Inc. for provision of the County's portable toilet needs; and

**WHEREAS**, the Parks Division solicited bids for portable toilet rentals and service for the period of June 1, 2008 through May 31, 2011; and

**WHEREAS**, the Parks Division received multiple bids by the deadline of 10:00 am, on May 27, 2008; and

**WHEREAS**, all bids were reviewed to ensure that the minimum requirements were met according to the Specifications for Portable Toilet Rentals and Service Contract; and

**WHEREAS**, the Parks Division recommends that Lane County award Northwest Cascade Inc. dba Honey Bucket, Buck's Sanitary Services, and Best Pots Inc. each a requirements contract for portable toilet rentals and service.

**NOW THEREFORE, BE IT:**

**ORDERED** that Northwest Cascade Inc. dba Honey Bucket, Buck's Sanitary Services, and Best Pots Inc. each be awarded a requirements contract to provide portable toilet rentals and service for Lane County, as specified in the Specifications for Portable Toilet Rentals and Service document; **and it is further**

**ORDERED** that the County Administrator be delegated authority to sign and execute the contracts in accordance with this order.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

Approved as to Form  
Date 6/6/08 Lane County

  
Office of Legal Counsel

\_\_\_\_\_  
Fay Stewart, Chair  
Lane County Board of Commissioners

## Bid Recap

### Lane County Department of Public Works

Description: Portable Toilet Rentals and Service

**County Divisions:** Parks, Waste Management,  
Sheriff's Office, Youth Services

**Contract:** PW08050802

**Date of Opening:** 10:00 a.m.  
Tues. May 27, 2007

**Prepared By:** dls  
**Checked By:** tw

**#1 Northwest Cascade Inc.**  
dba Honey Bucket  
PO Box 12923  
Salem, OR 97309

**#2 Buck's Sanitary Services**  
3980 W. 12th  
Eugene, OR 97402

**#3 Best Pots Inc.**  
100 SE 41st. Ave  
Albany, OR 97322

Item No.	Item	Unit	Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Baker Bay	Per Month	15	\$170.00	\$2,550.00	\$70.00	\$1,050.00	\$174.00	\$2,610.00
1	Harbor Vista	Per Month	36	\$170.00	\$6,120.00	\$70.00	\$2,520.00	\$174.00	\$6,264.00
1	Harbor Vista	Per Month	12	\$80.00	\$960.00	\$51.00	\$612.00	\$94.25	\$1,131.00
1	Munsel Lake	Per Month	36	\$80.00	\$2,880.00	\$51.00	\$1,836.00	\$94.25	\$3,393.00
1	Schindler	Per Month	36	\$80.00	\$2,880.00	\$51.00	\$1,836.00	\$94.25	\$3,393.00
1	Hayden Bridge	Per Month	36	\$50.00	\$1,800.00	\$51.00	\$1,836.00	\$94.25	\$3,393.00
1	Leaburg Landing	Per Month	27	\$70.00	\$1,890.00	\$51.00	\$1,377.00	\$94.25	\$2,544.75
1	Leaburg Dam	Per Month	27	\$70.00	\$1,890.00	\$51.00	\$1,377.00	\$94.25	\$2,544.75
1	Leaburg Lake - lkes	Per Month	12	\$70.00	\$840.00	\$51.00	\$612.00	\$94.25	\$1,131.00
1	Rennie	Per Month	27	\$70.00	\$1,890.00	\$51.00	\$1,377.00	\$94.25	\$2,544.75
1	Austa	Per Month	18	\$70.00	\$1,260.00	\$51.00	\$918.00	\$94.25	\$1,696.50
1	Deadwood	Per Month	18	\$80.00	\$1,440.00	\$51.00	\$918.00	\$94.25	\$1,696.50
1	Eagle Rock	Per Month	18	\$80.00	\$1,440.00	\$51.00	\$918.00	\$94.25	\$1,696.50
1	Hamlin	Per Month	18	\$70.00	\$1,260.00	\$51.00	\$918.00	\$94.25	\$1,696.50
1	Fall Creek Park	Per Month	15	\$50.00	\$900.00	\$51.00	\$918.00	\$94.25	\$1,696.50
1	Wildwood Falls	Per Month	15	\$150.00	\$2,250.00	\$70.00	\$1,050.00	\$174.00	\$2,610.00
1	Blue Mountain	Per Month	12	\$90.00	\$1,080.00	\$51.00	\$612.00	\$94.25	\$1,131.00
1	McKenzie Hatchery	Per Month	12	\$180.00	\$2,160.00	\$70.00	\$840.00	\$174.00	\$2,088.00
1	H.J. Morton	Per Month	36	\$160.00	\$5,760.00	\$70.00	\$2,520.00	\$174.00	\$6,264.00
1	Zurwalt	Per Month	21	\$70.00	\$1,470.00	\$51.00	\$1,071.00	\$94.25	\$1,979.25
1	Winter Landing	Per Month	36	\$140.00	\$5,040.00	\$70.00	\$2,520.00	\$174.00	\$6,264.00
1	Dollar Road	Per Month	21	\$70.00	\$1,470.00	\$51.00	\$1,071.00	\$94.25	\$1,979.25
1	Shotgun Road	Per Month	27	\$70.00	\$1,890.00	\$51.00	\$1,377.00	\$94.25	\$2,544.75
1	Richardson	Per Month	27	\$50.00	\$1,350.00	\$51.00	\$1,377.00	\$94.25	\$2,544.75
1	Orchard Point	Per Month	18	\$140.00	\$2,520.00	\$70.00	\$1,260.00	\$174.00	\$3,132.00
1	Jennie B. Harris	Per Month	12	\$140.00	\$1,680.00	\$70.00	\$840.00	\$174.00	\$2,088.00
1		Per Month	36	\$150.00	\$5,400.00	\$70.00	\$2,520.00	\$174.00	\$6,264.00

## Bid Recap

### Lane County Department of Public Works

Description: Portable Toilet Rentals and Service

County Divisions: Parks, Waste Management,  
Sheriff's Office, Youth Services

Contract: PW08050802

Date of Opening: 10:00 a.m.  
Tues. May 27, 2007

Prepared By: dls  
Checked By: tw

#1 Northwest Cascade Inc.  
dba Honey Bucket  
PO Box 12923  
Salem, OR 97309

#2 Buck's Sanitary Services  
3980 W. 12th  
Eugene, OR 97402

#3 Best Pots Inc.  
100 SE 41st. Ave  
Albany, OR 97322

Item No.	Item	Unit	Qty	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Waternville	Per Month	18	\$50.00	\$900.00	\$51.00	\$918.00	\$94.25	\$1,696.50
-	Dorena Covered Bridge	Per Gal.	-	\$0.22	-	\$0.35	-	\$0.52	-
-	Rodakowski	Per Gal.	-	\$0.22	-	\$0.35	-	\$0.52	-
-	Bellingher	Per Gal.	-	\$0.22	-	\$0.35	-	\$0.52	-
-	Deerhorn	Per Gal.	-	\$0.22	-	\$0.35	-	\$0.52	-
-	Greenwood	Per Gal.	-	\$0.22	-	\$0.35	-	\$0.52	-
-	Forest Glen	Per Gal.	-	\$0.22	-	\$0.35	-	\$0.52	-
-	Taylor Landing	Per Gal.	-	\$0.22	-	\$0.35	-	\$0.52	-
-	Farnham	Per Gal.	-	\$0.22	-	\$0.35	-	\$0.52	-
-	Tide Way Side	Per Gal.	-	\$0.22	-	\$0.35	-	\$0.52	-
-	Lowell Covered Bridge	Per Gal.	-	\$0.22	-	\$0.35	-	\$0.52	-
-	Silver Creek	Per Gal.	-	\$0.28	-	\$0.35	-	\$0.52	-
-	Baker Bay	Per Gal.	-	\$0.28	-	\$0.35	-	\$0.52	-
-	West lake	Per Gal.	-	\$0.28	-	\$0.35	-	\$0.52	-
-	Mercer Lake	Per Gal.	-	\$0.28	-	\$0.35	-	\$0.52	-
-	Heifrich Landing	Per Gal.	-	\$0.28	-	\$0.35	-	\$0.52	-
-	Triangle Lake	Per Gal.	-	\$0.28	-	\$0.35	-	\$0.52	-
-	Mapleton	Per Gal.	-	\$0.28	-	\$0.35	-	\$0.52	-
-	Hendricks Bridge	Per Gal.	-	\$0.30	-	\$0.35	-	\$0.52	-
2	2727 Centennial Blvd.	Per Month	12	\$50.00	\$1,200.00	\$166.00	\$1,992.00	\$188.50	\$2,262.00
3	Short Mountain	Per Month	36	\$50.00	\$1,800.00	\$153.00	\$5,508.00	\$282.75	\$10,179.00
3	Short Mountain	Per Month	36	\$140.00	\$5,040.00	\$70.00	\$2,520.00	\$174.00	\$6,264.00
3	Central Receiving	Per Month	36	\$50.00	\$1,800.00	\$153.00	\$5,508.00	\$282.75	\$10,179.00
3	Central Receiving	Per Month	36	\$140.00	\$5,040.00	\$70.00	\$2,520.00	\$174.00	\$6,264.00
3	Veneta	Per Month	36	\$45.00	\$1,620.00	\$49.00	\$1,764.00	\$89.70	\$3,229.20
3	Cottage Grove	Per Month	36	\$45.00	\$1,620.00	\$49.00	\$1,764.00	\$89.70	\$3,229.20
3	Creswell	Per Month	36	\$180.00	\$6,480.00	\$67.00	\$2,412.00	\$134.55	\$4,843.80



## Bid Recap

### Lane County Department of Public Works Description: Portable Toilet Rentals and Service

**County Divisions:** Parks, Waste Management,  
Sheriff's Office, Youth Services

**Contract:** PW08050802

**Date of Opening:** 10:00 a.m.  
Tues. May 27, 2007

Prepared By: dls Checked By: tw		#1 Northwest Cascade Inc. dba Honey Bucket PO Box 12923 Salem, OR 97309		#2 Buck's Sanitary Services 3980 W. 12th Eugene, OR 97402		#3 Best Pots Inc. 100 SE 41st. Ave Albany, OR 97322	
Item No.	Item	Unit	Qty	Unit Price	Amount	Unit Price	Amount
3	Florence	Per Month	36	\$80.00	\$2,880.00	\$89.70	\$3,229.20
3	Marcola	Per Month	36	\$45.00	\$1,620.00	\$89.70	\$3,229.20
3	Rattlesnake	Per Month	36	\$45.00	\$1,620.00	\$89.70	\$3,229.20
3	Oakridge	Per Month	36	\$45.00	\$1,620.00	\$89.70	\$3,229.20
3	Vida	Per Month	36	\$45.00	\$1,620.00	\$89.70	\$3,229.20
3	London	Per Month	36	\$40.00	\$1,440.00	\$83.72	\$3,013.92
3	Low Pass	Per Month	36	\$40.00	\$1,440.00	\$83.72	\$3,013.92
3	McKenzie Bridge	Per Month	36	\$50.00	\$1,800.00	\$83.72	\$3,013.92
3	Mapleton	Per Month	36	\$40.00	\$1,440.00	\$83.72	\$3,013.92
3	Sharps Creek	Per Month	36	\$40.00	\$1,440.00	\$83.72	\$3,013.92
3	Swishhome	Per Month	36	\$40.00	\$1,440.00	\$83.72	\$3,013.92
3	Walton	Per Month	36	\$40.00	\$1,440.00	\$83.72	\$3,013.92
4	Inmate Work Crew	Per Month	2	\$150.00	\$300.00	\$337.27	\$674.54
4	Inmate Work Crew	Per Month	36	\$150.00	\$5,400.00	\$337.27	\$12,141.72
4	Marcola Weigh Station	Per Month	36	\$50.00	\$1,800.00	\$94.25	\$3,393.00
4	Row River Weigh Stn.	Per Month	36	\$50.00	\$1,800.00	\$94.25	\$3,393.00
4	Unity Weigh Station	Per Month	36	\$50.00	\$1,800.00	\$94.25	\$3,393.00
4	Short Mtn. Range	Per Month	36	\$50.00	\$1,800.00	\$282.75	\$10,179.00
5	Standard Unit	per toilet	3	\$60.00	\$180.00	\$94.25	\$282.75
6	Recirculating Flushing	per toilet	3	\$140.00	\$420.00	\$134.55	\$403.65
7	Fresh Water Flush	per toilet	3	\$180.00	\$540.00	\$171.92	\$515.76
8	Portable w/o Trailer	per toilet	3	\$60.00	\$180.00	\$94.25	\$282.75

## Bid Recap

### Lane County Department of Public Works

Description: Portable Toilet Rentals and Service

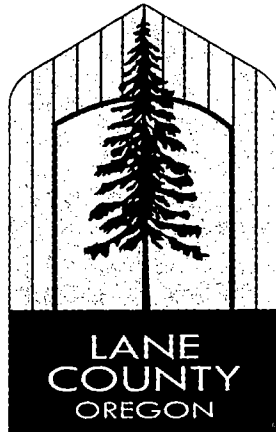
**County Divisions:** Parks, Waste Management,  
Sheriff's Office, Youth Services

**Contract:** PW08050802

**Date of Opening:** 10:00 a.m.  
Tues. May 27, 2007

Prepared By: dls Checked By: tw		#1 Northwest Cascade Inc. dba Honey Bucket PO Box 12923 Salem, OR 97309		#2 Buck's Sanitary Services 3980 W. 12th Eugene, OR 97402		#3 Best Pots Inc. 100 SE 41st. Ave Albany, OR 97322	
Item No.	Item	Unit	Qty	Unit Price	Amount	Unit Price	Amount
9	Portable with Trailer	per toilet per month	3	\$160.00	\$480.00	\$99.00	\$297.00
10	Deluxe Oversized Unit	per toilet per month	3	\$160.00	\$480.00	\$70.00	\$210.00
11	A.D.A. Unit	per toilet per month	3	\$190.00	\$570.00	\$70.00	\$210.00
12	Instant Hand Sanitizer	per month	3	\$5.00	\$15.00	\$0.00	\$0.00
13	Seat Guard Sanitizer	per month	3	\$3.00	\$9.00	\$5.00	\$15.00
14	Emergency Service call - Monday through Friday	per call	3	\$50.00	\$150.00	\$100.00	\$300.00
15	Emergency Service call - Saturday, Sunday,	per call	3	\$180.00	\$540.00	\$200.00	\$600.00
16	Special Event Rental	per day	3	\$32.00	\$96.00	\$25.00	\$75.00
17	Additional Servicing	per toilet	3	\$18.00	\$54.00	\$50.00	\$150.00

\* Indicates a discrepancy between contractor's submitted totals and totals calculated from unit costs submitted



**SPECIFICATIONS  
FOR  
PORTABLE TOILET RENTALS AND SERVICE  
CONTRACT NO. PW08050802**

**BID OPENING:  
10:00 A.M.  
Tuesday, MAY 27, 2008**

**LANE COUNTY DEPARTMENT OF PUBLIC WORKS  
3040 NORTH DELTA HIGHWAY  
EUGENE, OREGON 97408-1696**

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**Printed on recycled paper**

**DEPARTMENT OF PUBLIC WORKS  
NOTICE TO BIDDERS**

Sealed bids will be received by Todd Winter, Parks Division Manager at the Office of the Department of Public Works, 3040 North Delta Highway, Eugene, Oregon, until **10:00 a.m., Tuesday, May 27, 2008**, at which time and place they will be opened for the following project:

**Portable Toilet Rentals and Service  
Contract No. PW08050802**

**For establishing unit prices for Lane County Department of Public Works portable toilet rentals and service needs during the period of 6/01/08 to 5/31/11. Portable toilet rentals and service include per unit prices.**

Bids are required for the entire work described therein.

Copies of the Specifications and Bidder's Bid may be reviewed and/or obtained from the Office of the Department of Public Works at 3040 North Delta Highway, Eugene, Oregon. Copies of portions of Chapter 21.130 of the Lane Manual pertaining to Public Contracting, Bidding, Standard Provisions and Contract Procedures is available at the Lane County Department of Public Works offices.

Bidding documents are not available through Lane County's Website. Only bidding documents obtained directly from Lane County Department of Public Works office may be used to submit bids.

This project is not for a public work, and prevailing wage rates under state or federal law are not required. The bidder, contractor, or subcontractor is not required to be registered with the Construction Contractor's Board or licensed by the state Landscape Contractor's Board for this project. This project does not require a contractor or subcontractor to have an asbestos abatement license as required by ORS 468A.720.

Each bid must contain a statement as to whether the bidder is a resident or non-resident bidder, as defined in ORS 279A.120. All contractors must be "Equal Opportunity Employers" and comply with the appropriate provisions of state and federal law. All bidders shall be required to comply with ORS 656.017 regarding worker's compensation, unless they meet the requirements for an exemption under ORS 656.126.

ORS 279B.100 - Any solicitation or procurement described in this solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part, when the cancellation or rejection is in the best interest of the County as determined by the County; and any solicitation or procurement described in this solicitation may be delayed or suspended when the delay or suspension is in the best interest of the County as determined by the County.

ORS 279C.395 - The public contracting agency may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the agency it is in the public interest to do so. Lane County reserves the right to accept bids with minor deviations from the specifications.

**All envelopes must be sealed and plainly marked on the outside showing the name of the bidder, name of the project, contract number and the word "BID".** Each bid must be submitted on the required form and be accompanied by a cashier's check, certified check or surety bond payable to "Lane County Department of Finance and Management Services", Oregon in the amount of \$100.00.

**LANE COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR BID**

**A. Bids - Provisions and Conditions:**

1. COMPLETE BID MUST BE RETURNED. Failure to return a complete bid may result in the bid being considered as nonresponsive and rejected from further consideration.
2. The bid shall be completed and the firm name and signature of an authorized person shall be in the space provided. **All bids must be signed and notarized.**
3. ORS 279B.100 Any solicitation or procurement described in this solicitation may be canceled, or any or all bids or proposals may be rejected in whole or in part, when the cancellation or rejection is in the best interest of the County as determined by the County; and any solicitation or procurement described in this solicitation may be delayed or suspended when the delay or suspension is in the best interest of the County as determined by the County.
4. ORS 279C.395 The public contracting agency may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the agency if it is in the public interest to do so.
5. Any bid may be withdrawn at any time prior to the time fixed in the public notice for receipt of bids, by providing written request for the withdrawal of the bid to the **Department of Public Works, Attention: Todd Winter Parks Division Manager**. The request shall be executed by the bidder or a duly authorized representative. Withdrawal of a bid will not prejudice the right of the bidder to file a new bid. A bid will not be accepted after the time as stated in the Notice to Bidders (Page 3). All bids shall be irrevocable for a period of 60 days from the day of opening.
6. Bidders must satisfy themselves by personal examination of the specifications and provisions, and by such other means as they prefer, as to the actual conditions and requirements of the specifications and provisions, and shall not at any time, after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature, quality, or description of the equipment, materials, and/or services to be supplied.
7. Protest of Specifications or Contract Terms and Conditions - Written bid specification protests shall be submitted to the Parks Division Manager a minimum of 5 days prior to the bid opening in accordance with Lane Manual 21.105(6).

**B. Bid Security:**

A surety bond, cashier's check, or certified check from the bidder made payable to Lane County Department of Finance and Management Services in the amount of **\$100.00**, must accompany each bid as security. **(No bid will be considered if accompanied by a personal check or cash as bid security).**

The bid bond shall be valid for a minimum of 60 days. Upon execution and delivery to Lane County of the Contract by the successful bidder, the bid security shall be returned to the bidder. Any bidder who has been awarded a contract and who fails or neglects to promptly and properly execute the contract shall forfeit the bid security that accompanied the bid.

The contract must be executed and delivered to the County within ten (10) days of the day of the receipt by the successful bidder of the prepared contract. If the contract is not received by the County within the time limits, the County, at its option, may determine that the bidder has abandoned the bid award, in which case the bid security shall become the sole property of Lane County, and shall be

considered as liquidated damages, and not as a penalty for failure of the bidder to execute the contract. The bid security of unsuccessful bidders shall be returned to them after the successful bidder has executed and delivered the contract to the County.

**C. Contract Terms and Conditions:**

1. Contractor shall not permit any lien or claim to be filed or prosecuted against Lane County in connection with this contract and agrees to assume responsibility should such lien or claim be filed.
2. The contract may be canceled by Lane County for any willful failure or refusal on the part of Contractor to faithfully perform the contract according to its terms.
3. Contractor agrees that 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.
4. 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.
5. This rental service contract is subject to applicable standard public contract provisions of the Oregon Revised Statutes ORS 279A, B, and C, Lane Manual Chapter 21, and all of the attached bid documents, provisions and specifications. Together with the contract, they shall constitute the contract package.
6. Contractor, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers, unless they meet the requirements for an exemption under ORS 656.126.
7. The County will purchase materials and supplies manufactured from recycled materials, if the recycled product is available, meets the applicable standards, can be substituted for a comparable non-recycled product and does not exceed the cost of the non-recycled product by more than five (5) percent (ORS 279A.125). The County reserves the right to make such a purchase even if the cost difference exceeds five (5) percent.

**D. Performance Bond:**

Performance Bond is:               REQUIRED          X   NOT REQUIRED

**E. Award and Execution of Contract:**

1. One or more contracts may be awarded, but only to qualified bidders. Award of bid may be based upon bid of individual items or upon bid of a combination of items, at the discretion of Lane County.
2. The bidder's bid for the items to be furnished shall be submitted with the knowledge on the part of the bidder that the delivery or furnishing of the items cannot commence until a contract is duly and properly executed.
3. Delay in fulfillment of the contract occasioned by failure on the part of Lane County to submit a contract execution will not entitle the bidder to extra compensation.

4. Protest of Intent to Award - A written protest of intent to bid award must be filed with the County Administrator within ten (10) days of the notice of award (date on letter of award notification). Protests of intent to award shall be handled in accordance with Lane Manual 21.105 (13).
5. Bidders to whom the contract is awarded shall, within 10 days from the date of receiving from Lane County Public Works Department the contract prepared and ready for execution, deliver the contract and required insurance certificate, fully and properly executed by contractor, to Lane County Department of Public Works. **Failure on the part of the bidder to whom the contract is awarded to execute the contract and to deliver the contract and required insurance certificate as provided above will be just cause for cancellation of the contract award.**

**F. Rejection or Acceptance of Bids:**

1. Bids received after the designated time of bid opening shall be returned to the bidder unopened.
2. Bids submitted on bidding documents that were not obtained directly from Lane County Department of Public Works shall be rejected.
3. The County reserves the right to accept or reject any or all bids, if by doing so it may best serve the interests of Lane County.
4. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.
5. **Bids not properly signed and notarized are subject to rejection.**
6. When bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be filed with the Lane County Parks Division prior to the opening of bids or shall be submitted with the proposal. Failure to provide said "Power of Attorney" will result in the proposal being rejected as irregular.
7. If, in the opinion of the County, the bidder's submitted delivery date is such that it will inconvenience or cause hardship to the County, the County may, at its discretion, reject the bid.
8. Bids may be rejected if the price per unit cannot be determined, or have entries not typed or in ink, or has signatures or initials not in ink, or if the bid guarantee is insufficient or improper.

**G. Disqualification of Bidders:**

1. More than one bid from an individual, firm, partnership, corporation, or combination thereof with an interest in more than one bid, will be cause for the rejection of all bids in which such individual, firm, partnership, corporation, or combination thereof, has an interest.
2. If there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered, all involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.
3. For reasons cited in ORS 279C.440.

**H. Payment:**

1. Payments will be made on the accepted unit(s) delivered as called for in the specifications based upon the dollar amount per each unit or the total amount stated in the bid. Payment will



be duly processed upon receipt of invoice and paid on a monthly basis, normally within thirty (30) days of receipt of the invoice.

**I. Delivery:**

1. The unit(s) to be furnished under the contract shall be delivered in its entirety in accordance with the delivery schedule stated in the proposal. However, the County may, at its discretion, extend the time for completion of the contract without invalidating any of the provisions of the contract.
2. Delivery shall be as set forth in the specifications. Each unit is to be delivered in first class operating conditions with acceptance subject to inspection and approval of the applicable County Office's Supervisor.
3. Each unit shall be properly cleaned, washed, all stickers, markings and protective coverings removed, and be completely serviced and supplied in accordance with County's specifications.

**J. Warranty and/or Service Policy:**

1. The warranty and/or service policy shall be in accordance with and as called for in the specifications.

**K. General Specifications:**

1. The item(s) described herein shall be furnished in accordance with the specifications attached hereto as a part of the request for bid.
2. In case of conflict between the specifications and the general provisions, the specifications shall take precedence over and will be used in lieu of such conflicting portions of the general provisions.
3. Bidders shall submit only one (1) price per bid item on bid page.
4. In case of conflict between the specifications and the general provisions, the specifications shall take precedence over and will be used in lieu of such conflicting portions of the general provisions.
5. Silence of Specifications: The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail and that only material and workmanship of first quality are to be used.
6. 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 thereunder (see 41 CFR Parts 60 and 60-1), Executive Orders 11246 and 11375 and all Oregon statutes and regulations regarding employment. Without limiting the generality of the foregoing, Contractor expressly agrees to also comply with: (i) Section V of the Rehabilitation Act of 1973; (ii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
7. All Federal, ORS and OSHA regulations and statutes pertaining to safety, pollution, equipment construction, and compulsory safety equipment, are hereby included by reference and form a part of these specifications.

## **L. Hazard Communications**

1. All materials which include solvents, paints, cleaning agents, chemicals, reagents or other hazardous materials shall be labeled in accordance with Oregon Administrative Rule (OAR) 437-155-020 with the name(s) of the hazardous ingredient(s), the hazard(s) of the material(s) and the appropriate precautions. Those materials for which toxicological or hazard data is unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."
2. Contractor shall provide Material Safety Data Sheet (MSDS) to Lane County Risk Management, 125 East 8th Avenue, Eugene, OR, 97401 and Lane County Parks Division, 90064 Coburg Road., Eugene, OR, 97408 within thirty (30) days of delivery for each product provided under this contract. The MSDS(s) must all be received before the contract will be paid.

## **M. Certificate of Insurance:**

As evidence of the insurance coverages required by this contract, the Contractor shall furnish a certificate of insurance to:

**Lane County  
Department of Public Works  
3040 North Delta Hwy  
Eugene, OR 97408-1696  
Attention: Todd Winter, Parks Division**

The certificate will specify parties who are Additional Insured and must include a notice provision regarding cancellation. Insurance coverages 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.

**Continuation of Coverage** – Contractor shall not cancel, materially change, or not renew insurance coverages. Contractor shall notify Lane County Risk Manager, 125 East 8<sup>th</sup> Avenue, Eugene, OR 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, Lane 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 on 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, Lane County reserves the right to procure such insurance and to charge the cost thereof to Contractor.

**Workers' Compensation** – All employers, including the Contractor, that employ subject workers who work under the contract in the State of Oregon shall provide workers' compensation insurance or self-insurance coverage for those workers. Such employers must comply with ORS 656.017, unless they meet the requirements for an exemption under ORS 656.126. If the Contractor is not subject to ORS 656, but utilizes any employees in performance of the Contract required to be covered by workers' compensation insurance under another state's regulations, the Contractor shall provide such coverage as may be required. The Contractor shall require and ensure that each of its subcontractors complies with these requirements.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this contract that claim exemption to Oregon Workers Compensation requirements shall comply with ORS 656.126 and certify the State of origin on page 3 of the Bidder's Bid.

**Responsibility for Payment of Damages** – Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment for damages resulting from Contractor's operation under this contract.

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**Contractor shall provide all insurance as stipulated in the following section entitled "Insurance Coverages Required."**

## 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*

<input type="checkbox"/> Explosion & Collapse	<u>X</u> \$1 million per occurrence
<input type="checkbox"/> Underground Hazard	<input type="checkbox"/> Limits of the Oregon Tort Claims Act (ORS 30.270), present limits \$500,000 per occurrence
<u>X</u> Products/Completed Operations	
<u>X</u> Contractual Liability	
<input type="checkbox"/> Broad Form Property Damage	<input type="checkbox"/> Other
<input type="checkbox"/> 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  
☐ Not less than the limits of the Oregon Tort Claims Act (ORS 30.270) presently at \$500,000 per occurrence ☐ Other

☐ **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 insureds on any insurance policies required herein with respect to Provider's activities being performed under the Contract. The additional insureds must be named as an additional insured by endorsement, and the policy must be endorsed to show cancellation notices to the Lane County department who originated the contract. 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 at (541) 682-4392.**

**LANE COUNTY  
REQUIREMENTS CONTRACT**

In consideration of the covenants set forth below, \_\_\_\_\_, ("**CONTRACTOR**") and Lane County, a political subdivision of the State of Oregon, acting by and through its Board of County Commissioners, ("**COUNTY**"), mutually contract as follows:

1. **CONTRACTOR** agrees and covenants with **COUNTY** that **CONTRACTOR** will furnish portable toilets as per the specifications, the bid proposal and invitation to bid attached hereto and incorporated herein in full, on an as-needed basis at a unit price to the **COUNTY** as stated in the bid proposal, in accordance with the attached specifications identified as **Portable Toilet Rental Contract - Contract No. PW 08050802**. All of the attached specifications together with this contract constitute the contract documents.
2. The applicable provisions of the Lane Manual, Chapter 21.130 setting forth standard provisions for public contracts are incorporated by reference as if fully set forth herein.
3. The term of this Contract is **June 1, 2008 through May 31, 2011**.
4. Payments will be duly processed upon receipt of invoice, normally within thirty (30) days of receipt of invoice.
5. This contract may be canceled at the election of either party upon 30 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 effective on the date specified in the written notice.
6. 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.
7. **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. However, **CONTRACTOR** is not required to indemnify any indemnitee to the extent the damage, loss or expense is caused by the indemnitee's negligence.
8. **CONTRACTOR**, its subcontractors, if any, and all employers working under this contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers, unless they meet the requirements for an exemption under ORS 656.126. **CONTRACTOR** is solely liable for any Workers' Compensation coverage under this contract. 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.
9. **CONTRACTOR** is not currently employed by **COUNTY** and will not be under direct control of **COUNTY**.

10. **CONTRACTOR** agrees that it will comply with all applicable federal, state, and local laws, regulations and rules concerning performance of this contract.

11. All modifications and amendments to this contract shall be in writing executed by the parties.

12. **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.

13. **CONTRACTOR** certifies **CONTRACTOR** 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, if permitted, 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.

14. The **CONTRACTOR** shall not delegate, subcontract or assign any duties covered by this contract without the prior written approval of the **COUNTY**, which **COUNTY** may withhold at its discretion. If subcontracting is permitted, **CONTRACTOR** shall include the following provisions in the subcontract: 1) a payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance within 10 days of payment by **COUNTY**, and out of amounts paid by **COUNTY** under this contract; 2) an interest penalty clause obligating the **CONTRACTOR** to pay interest in accordance with ORS 279C.580(3)(b) if **CONTRACTOR** does not make payment within 30 days after receipt of payment from the **COUNTY**; 3) a clause requiring each first-tier subcontractor to include the clauses in 1) and 2) above in any subcontracts.

15. **COUNTY** reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, plant, or contractor with which **COUNTY** has reasonable grounds to believe is or may be operating in violation of any local, state or federal laws or which is the subject of pending litigation.

16. Waiver: Failure of the **COUNTY** to enforce any provision of the contract does 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.

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

IN WITNESS WHEREOF, the parties hereto have executed this contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**CONTRACTOR**

**LANE COUNTY, OREGON**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Jeff R. Spartz  
County Administrator

By \_\_\_\_\_  
Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Print or Type Name

APPROVED AS TO FORM

Date \_\_\_\_\_ Lane County

Address

OFFICE OF LEGAL COUNSEL

City State Zip

Telephone No.

Business ID Number

Date

## **STANDARD PROVISIONS**

### **21.130 Standard Contract Provisions**

**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 who have enacted such laws or regulations is found in the Oregon Attorney General's Model Public Contract Rules Manual, OAR 137-030-0010, 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 quality 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 therefrom 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 12.2.98; 04-6-30-12, 6.30.04; 05-2-16-8, 2.28.05; 05-12-14-9, 1.1.06; 08-2-13-1; 2.13.08)*

# **SPECIFICATIONS FOR BID**

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**CONTRACT NO. PW08050802**

**PORTABLE TOILET RENTALS AND SERVICE CONTRACT**

## **SPECIFICATIONS**

### **Portable Toilet Rentals and Service Contract**

1. Provide on an as needed basis: portable toilets and servicing as required by Lane County through May 31, 2011
2. Provide rates for the following:
  - Item 1: Monthly rental rate per site for each of the Lane County Park sites listed on the proposal page. The rate shall include rental of unit(s), service as stated, delivery, cleaning, sanitizing, supplies, labor, mileage, disposal, insurance and repairs when needed. All weekly and bi-monthly sites require instant hand sanitizers that are to be serviced/refilled as needed when servicing portable toilet. Contractor needs to submit a route list identifying weekly schedule including cleaning.
  - Item 2: Monthly rental rate for Lane County Youth Services site. The rate shall include rental of unit(s), service as stated, delivery, cleaning, sanitizing, supplies, labor, mileage, disposal, insurance and repairs when needed. This site requires an instant hand sanitizer that is to be serviced/refilled as needed when servicing portable toilet.
  - Item 3: Monthly rental rate per site for each of the Lane County Waste Management sites listed on the proposal page. The rate shall include rental of unit(s), service as stated, delivery, cleaning, sanitizing, supplies, labor, mileage, disposal, insurance and repairs when needed. All weekly and bi-monthly sites require instant hand sanitizers that are to be serviced/refilled as needed when servicing portable toilets.
  - Item 4: Monthly rental rate per site for each of the Lane County Sheriff's Office sites listed on the proposal page. The rate shall include rental of unit(s), service as stated, delivery, cleaning, sanitizing, supplies, labor, mileage, disposal, insurance and repairs when needed. All weekly and bi-monthly sites require instant hand sanitizers that are to be serviced/refilled as needed when servicing portable toilets.
  - Item 5: Monthly rental rate per standard unit (includes all services listed in Item #1 above, assume weekly servicing)
  - Item 6: Monthly rental rate per recirculating flushing unit (includes all services listed in Item #1 above, assume weekly servicing)
  - Item 7: Monthly rental rate per fresh water flush unit with hand wash (includes all services listed in Item #1 above, assume weekly servicing)
  - Item 8: Monthly rental rate per portable unit without trailer (includes all services listed in Item #1 above, assume weekly servicing)
  - Item 9: Monthly rental rate per portable unit with trailer (includes all services listed in Item #1 above, assume weekly servicing)
  - Item 10: Monthly rental rate per deluxe oversized unit (includes all services listed in Item #1 above, assume weekly servicing)
  - Item 11: Monthly rental rate per A.D.A unit (includes all services listed in Item #1 above, assume weekly servicing)
  - Item 12: Monthly rental rate per instant hand sanitizer

- Item 13: Monthly rental rate per seat guard sanitizer
- Item 14: Rate per emergency service call, Monday through Friday.
- Item 15: Rate per emergency service call - Saturday, Sunday, Holidays.
- Item 16: Per day rental rate per special event rental and servicing of a toilet at any Lane County or other political subdivision site
- Item 17: Rate per unit for additional servicing of a toilet at any Lane County or other political subdivision site

3. Accessible units must meet the Americans with Disabilities Act Accessibility Guidelines (ADAAG). See attached design guidelines from "Universal Access to Outdoor Recreation: A Design Guide" for further information.

4. When units are serviced they are to be pumped, deodorized, cleaned and disinfected and resupplied with toilet paper. Graffiti should be removed and any vandalism repaired.

5. Toilets and servicing shall meet Oregon State Division of Health and Department of Environmental Quality as well as local health regulations. Bidders unfamiliar with regulations should contact Lane County Environmental Health Services at 682-4051.

6. Contractor and County Department shall determine best utilization of quantities and servicing so as not to create a health nuisance; i.e. unusable condition.

7. Units may be required to be labeled "Men" or "Women" or equivalent type labeling.

8. All units shall be constructed from polyurethane type material. No wooden units will be accepted. Units may vary for the Public Safety Division including portable units with three baffles to be used on mobile trailers.

9. County and other political subdivisions are not responsible for any damage to units due to vandalism, misuse or acts of God.

10. Current Requirements, provided on an as needed basis, for the period June 30, 2008 – May 31, 2011.

11. Each Political Subdivision is to be billed separately for their units

#### Lane County Park Sites

(contact Loralyn Spiro 682-2000)

Location	Schedule	Quantity	Servicing	Type of Unit
Baker Bay	Five Months	1	Weekly	Accessible
Harbor Vista	Year Round	1	Weekly	Accessible
Harbor Vista	Four Months (June 1- Sept.30)	1	Weekly	Standard
Munsel Lake	Year Round	1	Weekly	Standard
Schindler	Year Round	1	Weekly	Standard
Hayden Bridge	Year Round	1	Weekly	Standard
Walterville Canal	Nine months (April 1 - Dec. 31)	1	Weekly	Standard Leaburg
Landing	Nine months (April 1 - Dec. 31)	1	Weekly	Standard
Leaburg Dam	Nine months (April 1 - Dec. 31)	1	Weekly	Standard
Leaburg Dam	Three Months (June 1-Aug 31)	1	Weekly	Standard
Leaburg Lake - Ikes	Nine months (April 1 - Dec. 31)	1	Weekly	Standard

Rennie	Nine months (April 1 - Dec. 31)	1	Weekly	Standard	Austa	Six
months (Nov. 1 - April 31)	1	Weekly	Standard	Deadwood	Six	months
(Nov. 1 - April 31)	1	Weekly	Standard	Eagle Rock	Six	months
(May 1 - Oct. 30)	1	Weekly	Standard			
Hamlin	Six months (May 1 - Oct. 30)	1	Weekly	Standard		
Fall Creek Park	Four months (Nov. 1 - March 31)	1	Weekly	Accessible		
Wildwood Falls	Four months (June 1- Sept. 30)	1	Weekly	Standard		
Blue Mountain	Four months (June 1 – Sept. 30)	1	Weekly	Accessible		
McKenzie Hatchery	Twelve months	1	Weekly	Accessible		
H.J. Morton	Seven months (April – Oct.)	1	Weekly	Standard		
Zumwalt	Twelve months	1	Weekly	Accessible		
Winter Landing	Seven months	1	Weekly	Standard		
Dollar Road	Nine months	1	Weekly	Standard		
Shotgun Road	Nine months	1	Weekly	Standard		
Richardson	Six months	1	Weekly	Accessible		
Orchard Point	Four months	1	Weekly	Accessible		
Jennie B. Harris	Year Round	1	Weekly	Accessible		
Walterville	Six months	1	Weekly	Standard		
		Total	28			

VAULT TOILET PUMP OUT- as requested (Attached Map has Locations)

\* (Weekly RV Pump Outs)

Rodakowski	Row River
Bellinger	Baker Bay
Deerhorn	West Lake
Greenwood	Mercer Landing
Forest Glen	Helfrich Landing
Jenny B Harris	Triangle Lake
Farnham	Mapleton
Tide Way Side	*Old McKenzie Hatchery
*Hendricks Bridge	*Perkins Peninsula

12. In addition to the Lane County Parks sites, current requirements, provided on an as needed basis, for the period May 1, 2002 – April 30, 2005:

#### Lane County Youth Services

Location	Schedule	Quantity	Servicing	Type of Unit
2727 Centennial Blvd.	Year Round	2	Monthly	Standard

13. In addition to the Lane County Parks and Youth Services sites, current requirements, provided on an as needed basis, for the period May 1, 2002 – April 30, 2005:

**Lane County Waste Management Disposal Sites**

<u>Location</u>	<u>Schedule</u>	<u>Quantity</u>	<u>Servicing</u>	<u>Type of Unit</u>
Short Mountain	Year Round	3	Weekly	Standard
Short Mount	Year Round	1	Weekly	Accessible
Central Receiving	Year Round	3	Weekly	Standard, Accessible
Central Receiving	Year Round	1	Weekly	Accessible
Veneta	Year Round	1	Bi-Monthly	Standard
Cottage Grove	Year Round	1	Bi-Monthly	Standard
Creswell	Year Round	1	Bi-Monthly	Flushing
Florence	Year Round	1	Bi-Monthly	Standard
Marcola	Year Round	1	Bi-Monthly	Standard
Rattlesnake	Year Round	1	Bi-Monthly	Standard
Oakridge	Year Round	1	Bi-Monthly	Standard
Vida	Year Round	1	Bi-Monthly	Standard
London	Year Round	1	Monthly	Standard
Low Pass	Year Round	1	Monthly	Standard
McKenzie Bridge	Year Round	1	Monthly	Standard
Mapleton	Year Round	1	Monthly	Standard
Sharps Creek	Year Round	1	Monthly	Standard
Swisshome	Year Round	1	Monthly	Standard
Walton	Year Round	<u>1</u>	Monthly	Standard

Total 23

See attached map for locations.

14. In addition to the Lane County Parks, Youth Services and Waste Management sites, current requirements, provided on an as needed basis, for the period May 1, 2002 – April 30, 2005:

**Lane County Sheriff's Office Sites**

**(contact Rick Schulz, 682-4448)**

<u>Location</u>	<u>Schedule</u>	<u>Quantity</u>	<u>Servicing</u>	<u>Type of Unit</u>
Inmate Work Crew	Year Round	1	M,W,F	Portable*
Inmate Work Crew	Year Round	1	M,W,F	Portable
Marcola Weigh Station	Year Round	1	Weekly	Standard
Row River Weigh Stn.	Year Round	1	Weekly	Standard
Unity Weigh Station	Year Round	1	Weekly	Standard
Short Mtn. Range	Year Round	<u>3</u>	Weekly	Standard

Total 8

\* Trailers, for portable units, are provided by Public Safety.

15. County and other political subdivisions may increase or decrease quantities of units or frequency of servicing at any time. It should be recognized that the County's needs may fluctuate significantly during the term of the contract.

16. The bid will be awarded to the lowest responsible bidder. In order to calculate the lowest bidder, a hypothetical scenario will be utilized. The scenario quantities reflect a rough estimate of the County's portable toilet and service needs for the three year term of the contract.

The lowest bidder will be calculated by multiplying the rates quoted in items 1-17 by the hypothetical number of months each item (or sub-item) is needed for the life of the contract and then adding all of those figures together for a total contract bid. This scenario is shown on the right side of the proposal pages.

**Please note:** The rates quoted on the proposal pages will be utilized to determine the actual payment to contractor depending on the actual number of units and optional services utilized by the County. The scenario quantities used to determine the lowest bidder are not guaranteed to be the actual quantities utilized by County.



## **BIDDER'S RESPONSE SHEETS**

### **THE FOLLOWING FORMS MUST BE RETURNED IN ORDER TO QUALIFY THE BID FOR CONSIDERATION.**

**BID PAGE:**

**Must be Signed and notarized.**

**BIDDER'S RESPONSE:**

Answer any questions and submit any additional information desired, including alternatives. Alternatives may or may not be taken into consideration, depending on the specification requirements.

**DEVIATION PAGE:**

All deviations to the bid package should be addressed in this section. A blank deviation page is understood to mean FULL ACCEPTANCE of the bid package as written.

**BID SECURITY:**

Bid security in the amount of \$100.00 shall accompany each bid. (No bid will be considered if accompanied by a personal check or cash as bid security). The attached bid bond form may be used when the bidder is unable to obtain a standard surety bond.

### **THE FOLLOWING MAY BE REQUIRED, AS STIPULATED IN THE BID, WHEN THE CONTRACT IS SIGNED AND RETURNED TO THE COUNTY.**

**CERTIFICATE  
OF INSURANCE:**

Attach a standard insurance certificate as required in accordance with Pages 8-9 of the Specifications.

**MATERIAL SAFETY  
DATA SHEET:**

The successful bidder shall be required to send Material Safety Data Sheets (MSDS) to Lane County Risk Management for any and all applicable products. The MSDS must be received before the contract will be paid.

**REJECTION OF BIDS:**

LM 21.105(10) The County may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the County that it is in the public interest to do so, or when the County determines it is in the best interests of the County do to so.

# BID BOOKLET

LANE COUNTY, OREGON  
DEPARTMENT OF PUBLIC WORKS  
3040 NORTH DELTA HIGHWAY  
EUGENE, OREGON 97408-1696

## PORTABLE TOILET RENTALS AND SERVICE CONTRACT

CONTRACT NO. PW08050802

BID OPEN TIME & DATE

10:00 A.M.  
Tuesday, MAY 27, 2008

BIDDER'S NAME: \_\_\_\_\_

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **BID STATEMENT**

**To the Board of Commissioners, Lane County, Oregon:**

**The undersigned, as bidder, declares that:**

- This Bid is for the work described on the "Specifications" sheet bound in this Bid;
- The only persons or parties interested in this Bid as principals are those named in this Bid;
- The bidder has obtained and become acquainted with the applicable standard specifications, supplemental specifications, special provisions, plans, and other required provisions applicable to the particular work for which the Bid is submitted;
- The bidder has personally inspected the location and the site of the work and has become acquainted with all conditions, local and otherwise, affecting it;
- The bidder has obtained and become acquainted with the forms of contract and bonds, which are to be signed by the successful bidder;
- The bidder is satisfied as to the quantities and conditions and understands that, in signing this Bid, the bidder waives all right to claim any misunderstanding regarding these quantities and conditions; and
- The Bid guaranty submitted with this Bid, if a Bid Bond, is by this reference made a part of this Bid.

**The bidder also proposes and agrees that:**

- If the Board of Commissioners, Lane County accepts this Bid, the bidder will execute the contract form furnished by the County, will provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in or called for by the contract in the manner and time prescribed in the contract and according to the requirements of the Engineer as given in the contract;
- The bidder will accept as full payment for the work performed and the materials and equipment furnished, the amount earned under the contract as computed in the manner described in the specifications from the quantities of the various classes of work performed and the respective unit prices bid as these prices are given in the "Bid Schedule" bound in this Bid; and

**The bidder also certifies to the following:**

**A. Non-Collusion Certification** - By signing this Bid, bidder certifies:

- The price(s) and amount of this Bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder except as disclosed on a separately attached statement.

- Neither the price(s) nor the amount of this Bid, and neither the approximate price(s) nor approximate amount of this Bid have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the opening of Bids.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, to submit a Bid higher than this Bid, or to submit any intentionally high or noncompetitive Bid or other form of complimentary Bid.
- This Bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complimentary or other noncompetitive Bid.
- The bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last four years been convicted of or found liable for any act, prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract except as described on a separately attached statement.

**B. Non-Discrimination Certification - By signing this Bid, bidder certifies:**

- He/she has not discriminated against minority, women or small business enterprises in obtaining any subcontracts.

**C. Residency Certification:**

Refer to ORS 279A.120, which contains additional information, including definitions of a resident and nonresident bidder.

**Complete the following:**

**1. Bidder is a (Check One):**

\_\_\_\_\_ **Resident Bidder**                      \_\_\_\_\_ **Non-Resident Bidder**

**2. If a resident bidder, enter your Oregon business address:**

\_\_\_\_\_  
\_\_\_\_\_

**3. If a non-resident bidder, enter state of residency:**

\_\_\_\_\_  
\_\_\_\_\_

**D. Tax Laws Compliance Certification - By signing this Bid, bidder certifies:**

- To the best of its knowledge, the bidder is not in violation of any Oregon tax laws.

**BID**  
**TO THE COUNTY OF LANE**  
**DEPARTMENT OF PUBLIC WORKS**

**Portable Toilet Rentals and Service Contract**  
**Contract No. PW08050802**

**For establishing unit prices for Lane County Department of Public Works portable toilet rentals and service needs for the period from June 01, 2008 through May 31, 2011. Portable Toilet Rentals include per unit prices. Lane County reserves the right to award more than one contract to more than one qualified, responsive bidder under this bid process. This is not a contract for a public work. Lane County reserves the right to cancel the procurement or reject any or all bids in accordance with the ORS 279B.100.**

**TO THE BOARD OF COMMISSIONERS OF LANE COUNTY, STATE OF OREGON:**

The Undersigned as bidder declares that the only person or parties interested in this proposal, as principals, are those named herein; that his proposal is made without collusion with any other person, firm or corporation; that bidder has carefully examined the Specifications and Special Provisions and that bidder proposes and agrees, if his proposal is accepted, that bidder will contract with the Board of Commissioners of Lane County to furnish the services and materials as specified, in the manner and the time therein prescribed and according to all the requirements set forth, and that bidder will accept as full payment therefore the amount earned under the contract as computed, in the manner described in the specifications, from the quantities of the various classes of work performed and the respective unit price as said prices are set out in the following Bid Schedule.

**ALL BIDS SHALL GIVE THE PRICES PROPOSED, IN FIGURES, IN THE RESPECTIVE SPACES PROVIDED.**

The following prices, to-wit:

(NEXT PAGE)

**Proposal To  
Lane County Department of Public Works  
Portable Toilet Rental and Service  
Contract No. PW08050802**

To furnish and deliver to Lane County and Other Political Subdivisions Portable Toilet Rentals and Service.

All services will need to be provided from June 1, 2008 – May 31, 2011.

The rates quoted on the proposal pages will be utilized to determine the actual payment to contractor depending on the actual number of units and optional services utilized by the County. The scenario quantities used to determine the Total Amount of Bid are not guaranteed to be the actual quantities utilized by County.

All proposals shall give the prices proposed, in figures, in the respective spaces provided.

**The per site monthly rate quoted below shall include rental of unit, service as stated below, delivery, cleaning, sanitizing, supplies, labor, mileage, disposal, insurance and repairs when needed. Item 2 requires an instant hand sanitizer. For items 3 and 4, all weekly and bi-monthly sites require instant hand sanitizers that are to be serviced/refilled as needed when servicing portable toilets.**

**Item No. 1 - Lane County Parks Sites**

<u>Location</u>	<u>Schedule</u>	<u>Quantity Servicing</u>		<u>Type of Scenario Unit</u>	<u>Monthly Rate</u>	<u>Scenario # of Months</u>	<u>Total</u>
Baker Bay	Five months	1	Weekly	Accessible	_____	x 15 =	_____
Harbor Vista	Year Round	1	Weekly	Accessible	_____	x 36 =	_____
Harbor Vista	Four Months	1	Weekly	Standard	_____	x 12 =	_____
Munsel Lake	Year Round	1	Weekly	Standard	_____	x 36 =	_____
Schindler	Year Round	1	Weekly	Standard	_____	x 36 =	_____
Hayden Bridge	Year Round	1	Weekly	Standard	_____	x 36 =	_____
Leaburg Landing	Nine months	1	Weekly	Standard	_____	x 27 =	_____
Leaburg Dam	Nine months	1	Weekly	Standard	_____	x 27 =	_____
Leaburg Dam	Three months	1	Weekly	Standard	_____	x 12 =	_____
Leaburg Lake - Ikes	Nine months	1	Weekly	Standard	_____	x 27 =	_____
Rennie	Six months	1	Weekly	Standard	_____	x 18 =	_____
Austa	Six months	1	Weekly	Standard	_____	x 18 =	_____
Deadwood	Six months	1	Weekly	Standard	_____	x 18 =	_____
Eagle Rock	Six months	1	Weekly	Standard	_____	x 18 =	_____
Hamlin	Six months	1	Weekly	Standard	_____	x 18 =	_____
Fall Creek Park	Four months	1	Weekly	Accessible	_____	x 15 =	_____

Wildwood Falls	Four months	1	Weekly	Standard	_____	x 12 = _____
Blue Mountain	Four months	1	Weekly	Accessible	_____	x 12 = _____
McKenzie Hatchery	Twelve months	1	Weekly	Accessible	_____	x 36 = _____
H.J. Morton	Seven months	1	Weekly	Standard	_____	x 21 = _____
Zumwalt	Twelve months	1	Weekly	Accessible	_____	x 36 = _____
Winter Landing	Seven months	1	Weekly	Standard	_____	x 21 = _____
Dollar Road	Nine months	1	Weekly	Standard	_____	x 27 = _____
Shotgun Road	Nine months	1	Weekly	Standard	_____	x 27 = _____
Richardson	Six months	1	Weekly	Accessible	_____	x 18 = _____
Orchard Point	Four months	1	Weekly	Accessible	_____	x 12 = _____
Jennie B. Harris	Year Round	1	Weekly	Accessible	_____	x 36 = _____
Walterville	Six months	1	Weekly	Standard	_____	x 18 = _____
Total 28			Sub Total _____			

**VAULT TOILET PUMP OUT & RV HOLDING TANK AS REQUESTED (bid by price per gal.)**

**\* Weekly Pump Out of RV Holding Tanks**

Dorena Covered Bridge	\$_____	Lowell Covered Bridge	\$_____
Rodakowski	\$_____	Sliver Creek	\$_____
Bellinger	\$_____	Baker Bay	\$_____
Deerhorn	\$_____	West Lake	\$_____
Greenwood	\$_____	Mercer Lake	\$_____
Forest Glen	\$_____	Helfrich Landing	\$_____
Taylor Landing	\$_____	Triangle Lake	\$_____
Farnham	\$_____	Mapelton	\$_____
Tide Way Side	\$_____	*Hendricks Bridge	\$_____

\*(Twice a week RV pump out)

**Item No. 2 - Lane County Youth Services**

Location	Schedule	Quantity	Servicing	Type of Scenario Unit	Monthly Rate	Scenario # of Months	Total
2727 Centennial Blvd.	Year Round	2	Monthly	Standard	_____	x 12 = _____	
Total 2			Sub Total _____				

**Item No. 3 - Lane County Solid Waste Disposal Sites**

Location	Schedule	Quantity	Servicing	Type of Scenario Unit	Monthly Rate	Scenario # of Months	Total
Short Mountain	Year Round	3	Weekly	Standard		x 36 =	
Short Mountain	Year Round	1	Weekly	Accessible		x 36 =	
Central Receiving	Year Round	3	Weekly	Standard		x 36 =	
Central Receiving	Year Round	1	Weekly	Accessible		x 36 =	
Veneta	Year Round	1	Bi-Monthly	Standard		x 36 =	
Cottage Grove	Year Round	1	Bi-Monthly	Standard		x 36 =	
Creswell	Year Round	1	Bi-Monthly	Flushing		x 36 =	
Florence	Year Round	1	Bi-Monthly	Standard		x 36 =	
Marcola	Year Round	1	Bi-Monthly	Standard		x 36 =	
Rattlesnake	Year Round	1	Bi-Monthly	Standard		x 36 =	
Oakridge	Year Round	1	Bi-Monthly	Standard		x 36 =	
Vida	Year Round	1	Bi-Monthly	Standard		x 36 =	
London	Year Round	1	Monthly	Standard		x 36 =	
Low Pass	Year Round	1	Monthly	Standard		x 36 =	
McKenzie Bridge	Year Round	1	Monthly	Standard		x 36 =	
Mapleton	Year Round	1	Monthly	Standard		x 36 =	
Sharps Creek	Year Round	1	Monthly	Standard		x 36 =	
Swisshome	Year Round	1	Monthly	Standard		x 36 =	
Walton	Year Round	1	Monthly	Standard		x 36 =	
Total 23					Sub Total		

**Item No. 4 - Lane County Sheriff's Office Sites**

Location	Schedule	Quantity	Servicing	Type of Scenario Unit	Monthly Rate	Scenario # of Months	Total
Inmate Work Crew	7/1/08-6/30/08	1	M,W,F	Portable		x 2 =	
Inmate Work Crew	Year Round	1	M,W,F	Portable		x 36 =	
Marcola Weigh Station	Year Round	1	Weekly	Standard		x 36 =	
Row River Weigh Stn.	Year Round	1	Weekly	Standard		x 36 =	
Unity Weigh Station	Year Round	1	Weekly	Standard		x 36 =	
Short Mtn. Range	Year Round	3	Weekly	Standard		x 36 =	
Total 8					Sub Total		



**Optional Services and Equipment as Needed**

The per item unit price quoted below shall include rental of unit, weekly service, delivery, cleaning, sanitizing, supplies, labor, mileage, disposal, insurance and repairs when needed.

Item #	Item	Unit	Quantity	Unit Price	Scenario	Total
					Number Scenario	
5.	Standard Unit	Per toilet,per month	1	_____	x 3 =	_____
6.	Recirculating Flushing Unit	Per toilet,per month	1	_____	x 3 =	_____
7.	Fresh Water Flush Unit w/ Hand Wash	Per toilet,per month	1	_____	x 3 =	_____
8.	Portable Unit without Trailer	Per toilet,per month	1	_____	x 3 =	_____
9.	Portable Unit with Trailer	Per toilet,per month	1	_____	x 3 =	_____
10.	Deluxe Oversized Unit	Per toilet,per month	1	_____	x 3 =	_____
11.	A.D.A. Unit	Per toilet,per month	1	_____	x 3 =	_____
12.	Instant Hand Sanitizer	Per month	1	_____	x 3 =	_____
13.	Seat Guard Sanitizer	Per month	1	_____	x 3 =	_____
14.	Emergency service call, Monday through Friday	Per call	1	_____	x 3 =	_____
15.	Emergency service call - Saturday, Sunday, Holidays	Per call	1	_____	x 3 =	_____
16.	Special Event rental and servicing of a toilet on a daily basis at any Lane County or Other Political Subdivision site	Per day	1	_____	x 3 =	_____
17.	Additional servicing of a toilet at any Lane County or Other Political Subdivision site	Per toilet	1	_____	x 3 =	_____

**Sub Total (items 5-17):** \_\_\_\_\_

**Total Amount of Bid (items 1-17):** \_\_\_\_\_

\*\*\*\*\*

Bid Submitted By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Accompanying this Bid is a bid bond, cashier's check, or a certified check payable to Lane County Department of Financial Services for the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**PLEASE CHECK AS APPROPRIATE:**

**WORKERS COMPENSATION CERTIFICATION:**

\_\_\_\_\_ Employers Complying with ORS 656.017

\_\_\_\_\_ Employers Exempt under ORS 656.126

Workers Compensation Coverage, State of Origin: \_\_\_\_\_

**NON-DISCRIMINATION CERTIFICATION:** Bidder certifies that he/she has not discriminated against minority, women or small business enterprises in obtaining any required subcontracts.

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
By

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
NOTARY OF PUBLIC FOR OREGON

*(stamp or seal above)*

County \_\_\_\_\_ / State \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

### BIDDER'S RESPONSE

## ADDENDUM

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## **Deviation Page**

**BOARD OF COMMISSIONERS OF LANE COUNTY**

**BID BOND**

**KNOW ALL PERSONS BY THESE PRESENTS**, that \_\_\_\_\_

a surety company duly organized under the laws of the State of \_\_\_\_\_  
having its principal place of business at \_\_\_\_\_

in the State of \_\_\_\_\_, and authorized to do business in the State of  
Oregon is held and firmly bound unto Lane County, in the full sum of \$ \_\_\_\_\_  
\_\_\_\_\_ for the work  
hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas \_\_\_\_\_  
(Bidder)

is herewith submitting its Bid for the following work, to wit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

said Bid, by this reference being made a part hereof;

NOW THEREFORE, if the said Bid submitted by the said bidder be accepted by the Board of Commissioners of Lane County, and the contract for  
said work be awarded to said bidder, and if the said bidder enters into and executes the said contract and furnishes bond and insurance as required  
by the County within the time fixed by the County, then this obligation shall be void; otherwise to remain in full force and effect. These obligations  
shall not be impaired or affected by any extension of time within which the County may accept the bid or the required submittals, and Surety waives  
notice of any such extensions.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SURETY**

**SIGN HERE---**\_\_\_\_\_

Surety Company

\_\_\_\_\_  
SIGNATURE

**PRINCIPAL**

**SIGN HERE---**\_\_\_\_\_

Principal (Bidder)

\_\_\_\_\_  
SIGNATURE