



LUCAS COUNTY OHIO
INVITATION TO BID
LAUNDRY SERVICE

A MANDATORY PRE-BID CONFERENCE WILL BE HELD AT 10:00 AM (local time),
DECEMBER 3, 2012. PARTIES ARE TO MEET AT THE LUCAS COUNTY CORRECTIONS
CENTER, CONFERENCE ROOM B, 1622 SPIELBUSCH AVENUE, TOLEDO, OH 43604.

SHERIFF'S CORRECTION CENTER	
JUVENILE DETENTION CENTER & WORK RELEASE	12-034C
COUNTY AGENCY	BID NUMBER

DECEMBER 12, 2012 AT 2:00 PM (local time)
DATE AND TIME OF BID OPENING

BIDDER MUST COMPLETE THE FOLLOWING:

NAME OF COMPANY OFFICIAL _____

OFFICIAL'S SIGNATURE _____

NAME OF COMPANY _____

ADDRESS _____

CITY, STATE & ZIP _____

TELEPHONE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

The Lucas County Board of Commissioners is seeking bids for **Laundry Service**.

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **December 12, 2012 at 2:00 pm (local time)**. All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence. A Pre-Bid conference is scheduled for **December 3, 2012 at 10:00 am (local time) at the Lucas County Corrections Center, Conference Room B, 1622 Spielbusch Avenue, Toledo, OH 43604**.

1.0 Legal Framework

This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes rising under this ITB and subsequent contract.

2.0 Bid Opening

The bid opening is scheduled for **December 12, 2012 at 2:00 pm (local time)**. All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at the Lucas County Support Services, Purchasing Division, One Government Center, Suite 480, Fourth Floor, Toledo, Ohio 43604-2247

3.0 Bid's Bid Bond Requirement

A bid bond in the amount of **One Thousand Dollars and No Cents (\$1000.00)** must be included with each bid or be disqualified. The bond is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Lucas County Board of Commissioners identified as the obligee. Bonds will be returned to unsuccessful bidders within thirty days of contract award. Bonds will be returned to the successful bidder within 30 days of receipt of goods.

4.0 Pre-Bid Conference

<input type="checkbox"/>	Applicable if box is checked
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Detailed questions regarding this Invitation to Bid can be addressed at the Mandatory Pre-Bid Conference held on **December 3, 2012 at 10:00 am (local time) at the Lucas County Corrections Center, Conference Room B, 1622 Spielbusch Avenue, Toledo, OH 43604**. Attendance is mandatory; failure to attend Pre-Bid Conference will disqualify your bid. There will be no written responses to questions unless research is required, in that instance, written responses will be mailed or sent via fax or e-

mail to all bidders along with any and all amendments that are issued to those that attended the Pre-Bid Conference.

5.0 Prevailing Wage

<input type="checkbox"/>	Applicable if box is checked
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Prevailing Wage does not pertain to this ITB.

6.0 Administrative Requirements

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

Each bid will be submitted in a clearly marked sealed container or envelope, with the project title, Bid #, date and time of bid opening marked clearly on the outside of the package. If a selected bidder chooses not to submit a bid, the bid should be returned and marked "No Bid" for the project title, Bid #, date and time of bid opening on the envelope or package. All bids must be sent to:

**Lucas County Support Services, Purchasing Division
One Government Center, Suite 480
Toledo OH 43604-2247**

The entire set of completed ITB documents must be returned intact and in the following order:

- a. Original completed Request for Bid (ITB) and **one (1) copy**; this includes any amendments applicable to this ITB.
- b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion, (4) No Findings for Recovery, (5) Compliance Affidavit for Businesses, (6) Transparency Purchasing Policy Disclosure and (7) Sweatfree Affidavit; all signed by your legally authorized representative and notarized.
- c. Bid Bond - Separated from (ITB) and Marked "Bid Bond", your Company's Name, Project Title and Bid Number. **The bid bond is mandatory.** A bidder will be disqualified if the bid bond is not submitted.
- d. The ITB Pricing Response Form completed in its entirety **(Section B).**

Faxed transmissions of bid are unacceptable. Sealed bids received through the mail after the specified date and time will also be returned.

Lucas County reserves the right to postpone the bid opening for its convenience. Bidders are required to submit firm and fixed prices in the format specified on the pricing sheet **(Section B)**. When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total

Bidder in interpreting the bid requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Bidder will be required to furnish the particular item referred to in the bid specifications unless a departure or substitution is clearly noted and described in the proposal shown to be compatible with the specifications and accepted by the Board. Lucas County reserves the right to be the sole judge of suitability and fitness of the product bid.

Any deviations from the specifications must be clearly detailed on the exception form. **(Section C)**

If any items being bid have an expiration date, items delivered cannot be expired and must carry a good date for at least 6 (six) months after receipt.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Vendor would foresee additional charges/fees, bidder must include that information on the attached exception form.

All materials in the bid will become the property of Lucas County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43.

Additional information, such as brochures, glossies and or promotional materials, is to be provided in a separate section at the back of the response.

6.1 Additional Administrative Requirements - Compliance with Support Order(s)

Financial responsibility, integrity, and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem, which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders must submit the completed "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five (25%) percent or greater vested interest in

the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's /contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, (419) 213-3106, regarding this requirement should they have questions.

7.0 Contract Administration

The Lucas County Purchasing Department will administer the contract.

8.0 Bid Evaluation Criteria and Award

An award will be made to the provider who is considered lowest and best bid for the County's needs.

Lucas County Board of Commissioners reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process. Lucas County reserves the right to conduct site visits of proposed facilities (at County expense) to determine capability of the bidder to perform.

9.0 Bid Alterations, Amendments, and Alternate Bids

No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the Lucas County Purchasing Department to all bidders that have received an ITB.

During the bid process, bidders may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents. Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids but no later than 5 (five) business days prior to the bid opening. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

10.0 Equal Opportunity Provisions Required

All bidders must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

All bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

11.0 Insurance Requirements

If bid specifications require performance of labor for Lucas County, seller must agree to indemnify and protect Lucas County against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of this contract, by seller, its servants, employees agents or representatives. Prior to issuance of purchase order, the successful bidder must furnish an Insurance Carrier's Certificate showing that the seller has adequate worker's compensation, public liability, and property damage insurance coverage in accordance with the "County of Lucas Contractor Insurance" page of the bid document.

12.0 Contract Term and Extension

The successful bidder's Support Services and Implementation Work Plan submission may define the term of the resulting contract. The exact contract commencement date, completion date, and option periods will be set forth in the contract and resolution approving the contract as adopted by the Lucas County Board of Commissioners. The term of this contract will be **from date of award for a period of thirty-six months, with (2) one-year renewal options.**

13.0 Invoices

The bidder will be required to submit invoices in triplicate (one original and two copies) to the "invoice to" address identified in the purchase order used to issue orders against this contract. The bidder's Federal Tax Identification Number should appear on all statements and invoices.

Invoices must include the following:

Name and address of bidder
Invoice remittance address as designated in the contract & description including:

Billing period
Location
Unit Code (must match bid)
Calculated extended cost
Description of item purchased
P. O. or Contract #

14.0 Assignment/Subcontractor

Neither the contract nor any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party. The contract will be made pursuant to the bid submitted by the bidder. The contract will be based on the bidder's qualifications and responsibilities. The bidder will not sublet or assign the contract nor shall any subcontractor commence performance of any part of the work included in the resulting contract, without the previous written consent of Lucas County.

15.0 Taxes

Lucas County does not pay local, state or Federal taxes. If requested, the bidder will be furnished with an exemption certificate.

16.0 Permits/Codes

The selected bidder is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver.

17.0 Compliance with the Law

The bidder must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this ITB including applicable state and Federal laws regarding drug-free work places. The bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or payroll deductions required for all employees engaged by the bidder in the performance of the work specified in this ITB.

18.0 Pricing

Bidders are expected to quote firm and fixed prices on a per unit basis, in the format specified in **(Section B)**. The successful bidder will not change the unit price or the scope of work during the contract period or any extension periods, however, should the bidder receive a decrease in overall costs associated with the commodity, this provision shall allow for modification of the existing contract to decrease the price.

Bidders must utilize pricing forms supplied in this document contained with **(Section B)**.

It is the County's intent to establish a contractual arrangement for specified commodity or service. Any services not specifically named on the pricing pages are to be named and priced on Additional Response Area **(Section C)**. Additional pricing may be submitted on subsequent pages so long as presented in a manner consistent with supplied format.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Bidder would foresee additional charges/fees, the bidder must include that information on the exception sheet found in **(Section C)**.

19.0 Termination for Convenience

Lucas County reserves the right to terminate the resulting contracts for its convenience by giving the bidder 30 (thirty) days written notice. Lucas County reserves the right to terminate during the contract period or any subsequent renewal period.

20.0 Termination for Default

Lucas County may terminate the contract at any time the bidder fails to carry out its provision under the terms and conditions of the specified contract after issuance of a cure notice. The bidder will have thirty days after notice of required improvement to make necessary corrections. If, after such notice, the bidder fails to remedy the conditions, Lucas County will issue an order

to stop work immediately and terminate the contract without obligation.

21.0 Non-Acceptance Criteria for Work, Materials and Service

No certificate of payment, no provision in the bidding documents, or any partial shipment of materials or entire occupancy of government shall constitute an acceptance of work, materials or service not done or provided in accordance with the contract documents, or relieve the bidder of liability for any express or implied warranties or responsibility for faulty materials or workmanship. The bidder shall remedy any defects in the work, material or service and pay for any other resulting damage to other work, material or equipment which appears within one year of final acceptance of the work, materials, or service unless a longer period is elsewhere specified. Nothing stated herein should relieve the bidder of common law liability for latent defects, which may appear after the expiration of the warranty period.

22.0 Performance Requirements

The delivery of any material, equipment, or the performance of any service that does not conform in all respects to the specifications will be rejected and the Board of Commissioner's representative and reasons for the rejection shall notify the Bidder. If the Bidder fails to make immediate replacement of such rejected material, equipment or service meeting the specifications, the Board of Commissioners will procure in the open market materials, and equipment, or hire labor of the quality required to meet the specifications up to the value rejected and the Bidder and his surety shall be liable to the Board of Commissioners for the total costs of the correction. The Board of Commissioner's performance of the work, when the Bidder is not doing the work in accordance with the specifications of the contract, shall result in a claim against the bidder for all costs and damages which will be allowed by reason of such non-performance.

If the Bidder defaults or neglects to carry out the work in any respect in accordance with the contract documents and fails to correct the default, except where an extension of time is granted in writing by the County, the County upon written notice to the Bidder may, without prejudice to any other remedies the County may have, make the correction required. If the default or neglect results in a threat to the safety of persons or property, the Bidder must immediately commence to correct such default or neglect upon written or oral notice.

23.0 Indemnification

The Bidder awarded this contract shall assume the defense of, indemnify, and save harmless the County or any authorized political subdivision receiving services under this contract from any claims or liabilities of any type or nature to any person, bidder, or corporation arising in any manner from the bidders

performance of the work required under this contract and shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

24.0 Non-Appropriation of Funds

Bidders are advised that although the term of this contract may span several fiscal years, this contract is contingent upon the County budgeting and appropriating the funds necessary for the continuation of this contract in the current year. In the event that the funds necessary for the continuation of this contract are not approved for expenditure in any year, this contract shall terminate on the last day of the fiscal year in which funding was approved, with no penalty to the County.

25.0 Co-Op Opportunities

ORC 9.48 allows any county to participate in contracts of other counties or townships in the acquisition of equipment, materials, supplies or services using the same terms, conditions and specifications and same or lower price.

Lucas County may permit authorized counties, townships or municipalities here after referred to as political subdivisions, to participate in contracts that Lucas County has entered into for the purchase of certain supplies, services, materials and equipment. Upon contract award, authorized political subdivisions are approved to order directly with the supplier. All invoices for such purchases must be sent directly to the ordering political subdivisions' billing address. Under no circumstances is Lucas County obligated to that political subdivision's financial commitments.

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and **minimum** limits of insurance shall be as follows:

Commercial General Liability Insurance -
General Aggregate Limit - \$2,000,000
Products-Completed Operations-

Aggregate Limit - \$2,000,000
Personal and Advertising
Injury Limit - \$1,000,000
Each Occurrence Limit - \$1,000,000
Comprehensive Automobile Liability
Bodily Injury & Property Damage Liability Limit
Each Occurrence - \$1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

22.2 NON-PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph 22.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

22.3 It is expressly understood and 'agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

22.4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 22.

22.5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:

DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."

CERTIFICATE HOLDER: Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2247.

SECTION A - AFFIDAVITS

DELINQUENT PERSONAL PROPERTY TAX STATEMENT
(O.R.C. Section 5719.042)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____, _____, _____
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for _____
(BID TITLE)

to the Board of Lucas County Commissioners on _____ that
(DATE)

_____ was / was not charged with delinquent
(NAME OF COMPANY) (CIRCLE ONE)

Personal Property Taxes by the Lucas County Auditor.

(If Personal Property Taxes are delinquent, complete the following section)

The amount of delinquent Personal Property Taxes due Lucas County is
_____ and unpaid penalties and interest are _____.
(AMOUNT) (AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

Sworn to and subscribed before me this _____ day of, _____ 20__.

(SEAL)

(NOTARY)

My Commission Expires:

(Date) _____

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

SS

COUNTY OF _____

_____ being first duly sworn, deposes and says that
(Name)

he/she is _____ of _____ the party
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

(Signature)

(Affiant)

(Company/Corporations)

(Address)

(City/State/Zip Code)

Sworn to and subscribed before me this _____ day of _____, 20__.

(Seal)

(Notary)

My Commission Expires:

(Date)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

_____ being first duly SWORN, deposes and says that he is the _____ or authorized representative of _____ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Lucas or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

(Affiant Signature)

(Affiant Title)

SWORN to before me and subscribed in my presence
this _____ day of _____, 20_____.
(Date) (Month) (Year)

(Notary Public)

(SEAL)

My Commission Expires

(Date)

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I _____, _____, _____
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for _____
(BID TITLE)

to the Board of Lucas County Commissioners on _____ that
(DATE)

_____ has / has no unresolved
(NAME OF COMPANY) (CIRCLE ONE)
finding for recovery from the State Auditor per Ohio Revised Code
Section 9.24.

(If there is unresolved finding for recovery from the State Auditor ,
complete the following section)

The amount of unresolved finding for recovery due the State Auditor is
_____ and unpaid penalties and interest are _____.
(AMOUNT) (AMOUNT)

(SIGNATURE)

(COMPANY)

(DATE)

Sworn to and subscribed before me this _____ day of, _____ 20__.

(SEAL)

(NOTARY)

My Commission Expires:

**Additional Administrative Requirements
Compliance with Support Order(s)**

Financial responsibility, integrity and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit** the **completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five percent (25%) or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's/contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, 419-213-3106, regarding this requirement should they have questions.

LUCAS COUNTY SWEATFREE AFFIDAVIT

STATE OF _____

COUNTY OF _____, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Sweatfree Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. Name, physical address, phone number and contact persons for each production facility that will be involved in the production of goods or the provision of services.

2. I have personal knowledge of the information contained in section 1 or I have obtained such information from any resale entity.
3. I understand my obligation to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy.
4. I understand that if Lucas County, the State and Local Sweatfree Consortium, and/or an independent monitor find any of the production facilities listed above to be out of compliance with any of the provisions of Section IV of the Lucas County's Sweatfree Procurement Policy, and I fail to take all reasonable steps as specified by and/or its designee(s), I will be deemed out of compliance with the sweatfree code of conduct as defined in the Lucas County Sweatfree Procurement Policy.

5. I have furnished a copy of the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy to each production facility named in paragraph 1 and to each relevant subcontractor and I have instructed each subcontractor to furnish the code of conduct to each relevant production facility.

BIDDER:

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Sworn to before me and subscribed in my presence by the above named person this _____ day of _____, 20_____.

NOTARY PUBLIC: _____

My Commission Expires:

SECTION B - SPECIFICATIONS & PRICING

BID SPECIFICATIONS

1. STATEMENT OF INTENT

The Board of Lucas County Commissioners is seeking proposals from qualified laundry service providers to contract for laundry service, at the Lucas County Correction Center, 1622 Spielbusch Avenue, Toledo, Ohio 43604; the Lucas County Work Release Program, 1111 Madison Avenue, Toledo, Ohio 43604; and the Juvenile Detention Center, 1801 Spielbusch, Toledo, Ohio 43604.

2. STATEMENT OF LAUNDRY SERVICE OBJECTIVES

- A. To provide laundry services, including regular pick-up and delivery of County owned laundry including but not limited to sheets, pillowcases, bath towels, washcloths, blankets, suicide blankets, inmate uniforms, female tops, and female bottoms.
- B. Insure that the laundry is picked-up and delivered at least five (5) days per week at the Lucas County Corrections Center, two (2) days per week at Juvenile Detention, and one (1) day per week at Work Release.
- C. Minor repairs of torn uniforms will be included in the service.
- D. Such laundry services shall meet the following minimum conditions and standards:
 - 1. Contractor is to maintain linen at accepted industry standards and meet OSHA, and/or any applicable state or federal regulatory requirements. Quality assurance standards need to be met whereby fabric fiber damage is kept to a minimum and microbiological treatment is up to standards.
 - 2. All garments shall be cleaned according to established and accepted industry standards. Minor repair of garments such as sewing small tears in the jumpsuits shall be included in the unit price, and performed as needed, with or without direction from the agencies.
 - 3. The Route Driver and any assistants assigned to this account are to have no criminal convictions other than minor traffic citations. A bid submitted indicates that a driver and assistant meeting this requirement will be assigned to the route. Substitutes will also meet the same criteria. While on the property of the County or in a County facility, the Driver and assistants will maintain a professional demeanor at all times and conduct their activities in a safe and courteous manner. Lucas County reserves the right to have the driver or assistants changed if they do not meet our standards of conduct while at the facility.

4. Pick-up of the dirty laundry and delivery of the clean laundry each need to occur five (5) times per week at the Lucas County Corrections Center, two (2) times per week at Juvenile Detention, and one (1) time per week at Work Release. Specific days for pickup/delivery can be arranged with each agency separately.
5. All three facilities operate 365 days per year. The contractor and administrative staff from each of the three facilities will be responsible for working out a schedule for holidays that affect standard deliveries and which will maintain the needs of each facility.

3. **GENERAL INFORMATION**

No bidder may withdraw a BID within 60 (sixty) days after the actual date of the opening thereof. Should there be reason why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the COUNTY and BIDDER.

BIDDERS must satisfy themselves of the accuracy of the specifications and included addenda. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the REQUEST FOR PROPOSAL.

The specifications contain provisions for the performance of the Service. Information obtained from an officer, agent, or employee of the COUNTY or any other person shall not affect the risks or obligations assumed by the BIDDER or relieve him/her from fulfilling any of the conditions of the contract.

Lucas County will not be responsible for any other explanations or interpretations, which anyone presumes to make on behalf of the County before expiration of the ultimate time for the receipt of bids. Failure of any Bidder to receive any such addendum shall not relieve that Bidder from any obligation of Bid as submitted.

Bidder is cautioned to make his/her own investigation and determination of the conditions under which the services in the Request for Bids will be performed and to base said Bid accordingly.

4. **COUNTY'S BID EVALUATION CRITERIA (130 Total Points)**

- A. Bidder's ability to satisfy current and future needs of the Lucas County Sheriff's Office, the Department of Work Release and the Juvenile Detention Facility (20 Points).
- B. Bidder's specific operating plan to meet objectives of the Lucas County Sheriff's Office, the Department Work Release and the Juvenile Detention Facility (15 points).

- C. Specific recommendation for contract administration such as pick-up and delivery times, packaging of laundered goods, employee screening, etc (10 points).
- D. Projected unit cost for each article to be laundered and guaranteed price for one year. Prices must be accompanied by description of factors included. Projections of annual cost will be substantiated with a calculation of projected laundry volumes. Projected unit cost for each article to be laundered is also asked for the second, third, fourth and fifth year of the contract, and will also be calculated on an annual basis based on the projected volumes and will be used for evaluation of the bids (25 points).
- E. Ability to provide competent, experienced, employees and give confidence that your procedures provide adequate insurance that contraband (i.e. drugs, tobacco) will not, and could not possibly be stowed or hidden in delivered goods (20 points).
- F. Ability to provide consistently efficient and effective laundry service and timely pick-up and delivery of laundered goods that require minimal involvement by County management staff (25 points).
- G. Past experience in laundry service in a large volume environment (15 points).

5. USE OF COUNTY FACILITIES

The County's physical facilities, except for the loading dock and certain storage areas, will not be made available to the contractor under this contract and shall not be used in connection with operations included in the contract.

6. FINANCIAL TERMS OF CONTRACT

This contract shall remain in full force and effect for thirty-six (36) months from date of commencement. Contractors per item price shall be guaranteed for twelve (12) months from the date of commencement of contract. The price to be charged (paid) for each laundered item may be adjusted at the end of the first twelve (12) months of operation as bid.

For each of the remaining 12 month contract or renewal options periods, the per item prices may also be adjusted as bid.

This contract shall remain in full force and effect from date of commencement. The County may cancel this contract by giving the Contractor ninety (90) days prior written notice by certified or registered mail.

Upon completion of the 36-month term, and upon mutual consent of the parties, the County may choose to exercise up to two (2) one-year renewal options, based on the bid proposal as submitted.

Lucas County expects to commence service with the successful bidder from the date of the award to the end of the thirty-six month contract, and if exercised, during the two one-year renewal options, for a total of sixty (60) months.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor will:

- A. Pick-up and deliver items to be laundered and items laundered five times per week at the Lucas County Corrections Center, three times per week at Juvenile Detention, and once per week at Work Release. Appropriate alterations to the normal delivery schedule will be made on holidays.
- B. Insure that all goods laundered are done so meeting local, state and federal regulations and that all items laundered are properly and accurately accounted for and conveniently packaged.
- C. Civilian delivery service employees will not have a history of drug abuse and proper provisions will be made to insure that all items delivered to the three county facilities are free of any drugs and or other contraband not allowed in detention facilities.
- D. The successful bidder shall provide employees who are well trained, uniformed, honest and reliable. The successful bidder shall submit to the County a list of all employees assigned to make deliveries to the three detention facilities. This list must include names, current addresses, and social security numbers and will be used for the performance of a background inquiry and security check. All security checks will be completed prior to Lucas County entering into an agreement regarding this project. Also, Lucas County must be notified in writing prior to any changes in personnel assigned to make deliveries at the three facilities.
- E. The contractor agrees to furnish, in their facility, all labor, supplies, materials, and supervision necessary to perform all aspects of the laundry service and pick-up and delivery services associated with this contract.

8. CONTRACTOR STATUS AND EXPERTISE

The proposal shall include:

- A. The contractor shall provide a reasonably recent (six month to one year) financial statement of the company.
- B. The contractor shall demonstrate laundry service market expertise.
- C. The contractor shall provide a general history, description, and status of the company.

D. The contractor shall provide:

1. A description of the corporate and local support services and a schedule of charges (costs) for support services.
2. A corporate organizational chart.
3. Financial & Professional references.

9. **CONTRACTOR'S PLAN OF OPERATION**

All proposals submitted will address:

- A. Please explain in detail how you would propose servicing the county's account for laundry services in all three facilities. Include proposed pick-up and delivery times, proposed bundling of the garments, check and repair of ripped or worn items, accounting of items laundered, etc

10. **PERSONNEL AND MANAGEMENT**

- A. A proposed organizational chart to be used to service this contract.

11. **RESPONSIBILITIES OF LUCAS COUNTY**

The County shall provide:

- A. Adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms.
- B. Access to the goods to be picked-up to be laundered and same will be bundled in a manner that is mutually acceptable to both the successful contractor and the county.
- C. Adequate space for the delivery of the laundered goods.

12. **TERMS OF AGREEMENT**

Contract shall be for a period of thirty-six months, with two (2) one-year renewal options, that may be exercised upon mutual consent of the County and the Contractor. Subject to all Bid Specifications

13. **INVOICING**

The contractor will bill Lucas County on a monthly basis. The invoices should be submitted to the respective department:

Lucas County Sheriff's Office (Corrections Center)
ATTN: Kevin Helminski
1622 Spielbusch Ave., Toledo, OH 43604

Lucas County Work Release Program
ATTN: Deborah Gasser
1111 Madison Ave. Toledo, OH 43604

Juvenile Detention Center
ATTN: Amy Matuszewski
1801 Spielbusch Ave., Toledo, OH 43604

Lucas County will issue payment within 45 days of receipt of invoice.

14. **EQUAL OPPORTUNITY EMPLOYER**

The contractor shall demonstrate that they are an equal opportunity employer, having a declared policy of non-discrimination stating that they will take affirmative action to maintain and promote non-discrimination as to race, color, religion, national origin, sex or age in all phases of employment, including the use of facilities, in accordance with the law pursuant to the Civil Rights Act of 1964 and Executive Orders thereunder.

15. **INSPECTING COUNTY FACILITIES**

Bidders will have the opportunity to examine the current facilities at the mandatory pre-bid meeting. At that time, all prospective bidders will be given a tour of the three facilities. It is the responsibility of the bidder to familiarize themselves with the facilities. Samples of all garments to be laundered will be available for viewing at the mandatory pre-bid meeting. Questions regarding location and logistics for service delivery within the facilities will be addressed at the mandatory pre-bid meeting.

16. **INSURANCE**

The successful contractor will be responsible for all insurance required by the State of Ohio.

LCCC BASE BID FORM

Item Description	Estimated Annual Volume	Cost Year 1	Cost Year 2	Cost Year 3	Cost Renewal Year 1	Cost Renewal Year 2
Corrections						
Blankets	100,000					
Sheets	50,000					
Pillowcases	21,000					
Towels	23,000					
Face Cloths	13,000					
Men Uniform	24,000					
Female Top	4,200					
Female Bot	4,200					
Juvenile						
Blankets	100					
Suicide Blanket	3,640					
Suicide Jacket	10					
Work Release						
Blankets	1,000					
Sheets	4,300					
Pillowcases	2,300					

In submitting this BID, it is understood that the right is reserved by Lucas County, Ohio, to reject any and all BIDS. The undersigned BIDDER, having full knowledge of the Bid Specifications and Bid Instructions and Requirements, said BIDDER agrees to furnish all labor, tools, materials, equipment, machinery, transportation and all things necessary or proper for the performance of the service, complete in every respect, in strict accordance with the Specifications and any Addenda attached.

_____ BIDDER

_____ BY

_____ TITLE

SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA

ADDITIONAL RESPONSE AREA

IMPORTANT NOTE

Due to heightened security at One Government Center, if your bid is to be delivered to the bid-opening site by other than US Mail, UPS or Federal Express, **you must complete, print and attach this label to the front of the container holding your document. Note: Upon entering One Government Center, you will be required to show a photo ID.**

Formal bid to: Lucas County Support Services
One Government Center, Suite 480
Toledo OH 43604-2247

Item for bid _____

Invitation to Bid No. or Request for Proposal No. _____

Date of Bid Opening _____

Bid Opening Time _____

Vendor Name _____