



LUCAS COUNTY OHIO

INVITATION TO BID

PRICE AGREEMENT FOR THE RENTAL UNIFORMS FOR VARIOUS LUCAS COUNTY
DEPARTMENTS THROUGH THE LUCAS COUNTY FACILITIES DEPARTMENT

FACILITIES	15-009A
COUNTY AGENCY	BID NUMBER

July 14, 2015 AT 2:00 P.M. (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 Price Agreement for the Rental Uniforms for Various Lucas County Departments through the Lucas County Facilities Department.

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **July 14, 2015 at 2:00 P.M. (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.

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 **July 14, 2015 at 2:00 P.M. (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(\$1,000.00)** 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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No Pre-Bid Conference is scheduled for the ITB.

5.0 Prevailing Wage

<input type="checkbox"/>	Applicable if box is checked
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Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$78,258.00 for new construction or \$23,447.00 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

All contractors and subcontractors performing any work on any project that meets the above requirements are responsible for paying prevailing wage rates to their workers. Prime contractors are solely responsible for informing their subcontractors of these requirements. For more information relating to Ohio's prevailing wage laws, please visit <http://wagehour.bes.state.oh.us>.

A copy of the most current Ohio Prevailing Wage document is available for inspection at the Lucas County Support Service Office, One Government Center, Suite 480, Toledo OH 43604. Office hours are 8:30 to 4:30 Monday through Friday with the exception of legal holidays.

All prevailing wage related questions or concerns should be directed to:

Kelleigh Decker
Lucas County Prevailing Wage Coordinator
Office of Management & Budget
Lucas County Commissioners
One Government Center, Suite 800
Toledo, OH 43604
419 213-4649
419 213-2601 FAX

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 bid. If the error is in the unit price, the bid will be automatically disqualified.

All bid pricing will be valid for 60 (sixty) calendar days from the bid opening date to permit adequate evaluation of bid responses.

Lucas County may make this award as a whole or on a partial basis, based on the individual bid specifications.

The Board of County Commissioners does not obligate itself to purchase the full quantities indicated and the unit price bid must be effective if purchase is less. Conversely, the Board's requirements may be in excess of the quantities shown and the successful bidder shall be required to furnish all requirements under the specification at the unit price bid for an agreed period of time.

Lucas County does not assume any late payment penalties. No condition will alter this statement.

Ohio Revised Code sections 307.90 and 307.91 permits Lucas County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products or services. Lucas County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful bidder against Lucas County.

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 for **Date of Award through December 31, 2017.**

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."

LUCAS COUNTY BOARD OF COMMISSIONERS
INVITATION TO BID (ITB) 15-009A

TERMS AND CONDITIONS
PRICE AGREEMENT FOR THE RENTAL
UNIFORMS FOR VARIOUS LUCAS COUNTY
DEPARTMENTS THROUGH THE LUCAS COUNTY
FACILITIES DEPARTMENT

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

LUCAS COUNTY BOARD OF COMMISSIONERS
INVITATION TO BID (ITB) 15-009A

TERMS AND CONDITIONS
PRICE AGREEMENT FOR THE RENTAL
UNIFORMS FOR VARIOUS LUCAS COUNTY
DEPARTMENTS THROUGH THE LUCAS COUNTY
FACILITIES DEPARTMENT

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 BOARD OF COMMISSIONERS
INVITATION TO BID (ITB) 15-009A

TERMS AND CONDITIONS
PRICE AGREEMENT FOR THE RENTAL
UNIFORMS FOR VARIOUS LUCAS COUNTY
DEPARTMENTS THROUGH THE LUCAS COUNTY
FACILITIES DEPARTMENT

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:

LUCAS COUNTY BOARD OF COMMISSIONERS
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TERMS AND CONDITIONS
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SECTION B - SPECIFICATIONS & PRICING

BID FORM

RENTAL UNIFORMS - INCLUDES CLEANING AS SPECIFIED ON GENERAL COND. & REQUIREMENTS

PLEASE PROVIDE YOUR HOLIDAY SCHEDULE WHEN NECESSARY

DEPARTMENT USE			VENDORS USE - PLEASE COMPLETE ALL BOXES												
RED CAP ITEM #	DESCRIPTION AND COLOR (Department)	COLOR AVAILABL E	PREMIUM SIZE-ONE TIME SET UP CHARGE	VENDOR ITEM ORDER #	WGHT. OF ITEM	UNIT PRICE PER PERSON PER WEEK.								SETUP CHARGE (IF ANY) FOR NEW STAFF	REPLACE- MENT LOSS CHARGE PER ITEM
						NOTE: THIS PRICE AGREEMENT IS TO BE FIRM FROM Date of Award THROUGH 12/31/2017									
						1 CHANGE (3/3)	2 CHANGES (5/5)	3 CHANGES (6/6)	4 CHANGES (7/7)	5 CHANGES (9/9)	6 CHANGES (11/11)	7 CHANGES (13/13)	8 CHANGES (15/15)		
50	SHOP TOWELS - APPROXIMATELY 18" X18", MUST BE LINTLESS INDICATE PRICE (INVENTORY BANK OF 100) \$_____ EACH ADDITIONAL \$_____ (JFS)														
51	PRICE TO LAUNDRY ARM BLANKETS OWNED BY THE LUCAS COUNTY DOG WARDEN . . . APPROXIMATELY SIX PER MO. \$ EA.(DW)														
52	SHOP TOWELS - APPROXIMATELY 18X18 INDICATE PRICE (INVENTORY BANK OF 200) \$_____ ; EACH ADDITIONAL \$_____ (VM)														

*DENOTES ARAMARK STOCK NUMBER

GENERAL CONDITIONS AND REQUIREMENTS RENTAL UNIFORMS			VENDOR USE ONLY PLEASE CHECK ONE	
			AGREED	EXCEPTION (PROVIDE AN EXPLANATION ON EXCEPTION FORM)
The following specifications are intended as a guide for serviceable and neat appearing work uniforms for approximately 120 (more or less) Lucas County Employees and to describe the type of services desired in meeting those specifications and becoming a part of the Vendor's service contract. This agreement will be from the Date of Award through December 31, 2017 and these specifications shall become part of the Purchase Order.				
Uniforms will be 65% polyester and 35% cotton perma-press, 60% polyester and 40% cotton or 100% wrinkle resistant cotton fabric as specified on Bid Form, or approved by department head. They are to be nontoxic, vat dyed to retain color without any noticeable fading through at least 52 weeks of wear as given by the employees. Materials and workmanship used in the construction of these uniforms will be first quality and will result in twelve months of service life without the appearance of fraying or excessive wear.				
All employees to be serviced under this agreement are to be measured for uniforms by the vendor representative to ensure proper fit. Size alterations will be provided as requested by individual employees for proper fit during the year at no additional cost. All uniforms will be replaced within 14 days of notification. New employees shall be fitted in a similar manner.				
Uniforms specified in this contract are to be supplied and delivered to the respective department on a weekly basis. The vendor will begin this contract by supplying new uniforms to all employees covered in this contract and replacing annually. Note. Used or reconditioned uniforms are not acceptable. Only new, never worn or altered, uniforms will be accepted.				
Cleaning and pressing must be thorough and provided to ensure satisfactory appearance. All garments must be free of soap and/or other cleaning products when delivered for wear.				
Garments that are returned from the laundry must be clean and pressed. Items with stains, spots or defects will be tagged and returned to the vendor for replacement at no additional charge. Replacement garments shall be new. Used or preworn garments are not acceptable. Uniforms that are delivered in a dirty or unusable state will be picked up and returned usable to the employee within 5 work days.				

GENERAL CONDITIONS AND REQUIREMENTS RENTAL UNIFORMS			VENDOR USE ONLY PLEASE CHECK ONE	
			AGREED	EXCEPTION (PROVIDE AN EXPLANATION ON EXCEPTION FORM)
The vendor service representative shall be responsible for counting garments at pickup and delivery. An individual check sheet shall be provided weekly. The check sheet shall list each employee and the number of garments picked up and delivered each week. Any discrepancies shall be noted by the Vendor. This count sheet shall be turned into office staff, prior to leaving the premises.				
Garments will be replaced and upgraded on an ongoing basis to ensure consistency in appearance.				
This contract is for a period longer than one year, therefore, all uniforms are to be replaced with <u>NEW uniforms for all employees</u> serviced by this contract every 24 months.				
<p style="text-align: center;">GUARANTEED REPAIRS</p> The vendor shall inspect garments weekly. No additional fee will be charged such as emblem fees, preparation charges or replacement fee for normal wear and tear of uniforms.				
Any garment tagged for repair will be repaired at the expense of the vendor and returned the following week with the repair completed. Repair tags must be provided at all times and placed in an appropriate container located at or near the location of the soiled clothing container(s).				
Uniforms requiring repairs must be sewn in a professional manner without frays or puckering of material. Iron-on patches are not an acceptable alternative. Garments that are unable to be professionally repaired will be replaced with NEW items at no additional charge. Replacements and repairs shall be completed within one week. All repairs are subject to approval acceptance by department head.				
There will be NO prep charges charged when a uniform is replaced due to damage by the vendor during cleaning or transporting.				
The vendor will allow/provide medical & vacation credits - holds approval (holds for an employee who is off on medical or vacation leave exceeding 1 week equal to five working days) upon notification from participating department. This will include any and all approved leave by the department.				
<p style="text-align: center;">UNIFORM COLOR</p> Some items on the Bid Form do not have a color indicated, the supplier shall indicate the colors available for all uniforms (regardless if color has been specified by Lucas Co.) in the space provided on the Bid Form.				

GENERAL CONDITIONS AND REQUIREMENTS RENTAL UNIFORMS			VENDOR USE ONLY PLEASE CHECK ONE	
			AGREED	EXCEPTION (PROVIDE AN EXPLANATION ON EXCEPTION FORM)
NAME AND DEPARTMENT EMBLEMS Shirt and jacket discs shall be provided with the count. Note: This includes same for replacement garments, there will be no added fees for replacement discs.				
One disc will have the employee's name as per list provided by the respective department and the second disc will have the departments name or "Lucas County" whichever the department chooses upon the award.				
Name and department emblems are to be placed above pockets on shirts and on the same area of the jackets as requested by the Department. The design and colors of the emblem shall be approved by the each department head. Polo style shirts will have the option for direct embroidery on the garment.				
EMPLOYEE LAUNDERING or UNI-LEASE Employees who choose will be allowed the option of cleaning their own uniforms. Cost for this exception should be indicated on the Bid Form "Rental Uni-Lease"				
QUANTITY OF UNIFORMS REQUESTED The individual departments reserve the right to add or delete from their original estimate of uniforms based on the needs of the department with no penalty fee assessed. This is planned to occur in January of each year but may change at any time throughout the year.				
CHARGES, PAYMENT AND INVENTORY The vendor will furnish an invoice each week or monthly (this is to be determined by the user department upon award) showing the actual number of employees serviced extended by the unit prices submitted in their bid. Each invoice will be processed for payment upon verification of accuracy.				
The vendor will provide an accurate tracking system of uniforms, ex. number of uniforms picked up for cleaning by name and the same for drop off. Count sheets will be provided by the vendor on a weekly basis indicating the exact type and quantity of garments delivered and received on a per employee basis. These details shall be presented on the invoice in accordance with these specifications.				

GENERAL CONDITIONS AND REQUIREMENTS RENTAL UNIFORMS			VENDOR USE ONLY PLEASE CHECK ONE	
			AGREED	EXCEPTION (PROVIDE AN EXPLANATION ON EXCEPTION FORM)
Should the vendor fail to meet the requirements of the these specifications, the vendor will be so notified of the deficiency and will be advised to take corrective action. If corrective action is not taken fifteen days after notification, the successful bidder will be held in default of the contract.				
MISCELLANEOUS The vendor representative will contact each participating department via mail or email and visit at least four scheduled times per year to monitor the quality level of service they are providing. Documentation of service feedback shall be reported to the department.				
There will be no incidental charges for services. If any information has been left out of these specifications where the vendor would foresee additional charges/fee, vendor must include that information on the attached exception form.				
If there is a setup (initially or at any other time), exit fee or other fees, they are to be declared and specified separately from normal line item price.				
New containers or clothes hampers of sufficient size and design to hold expected quantities of soiled clothing will be provided at no additional cost. Containers must be appropriately labeled for its intended use and be provided with an attached lid or cover so as to prevent foreign objects from entering.				
SPECIFIC DEPARTMENTAL INFORMATION				
FACILITIES				
The vendor shall provide individual lockers at no cost. Locations are to be determined by the Department after the award of the contract. Said locations may change with Department requirements. Lockers must be of sufficient size and design to accommodate a weekly supply of uniforms. Lockers must be uniformly labeled with employees name and individually keyed. Duplicate keys will be provided at no additional expense. Master keys for lockers will be provided by vendor for supervisory use. Locker locations to be determined after award.				
VEHICLE MAINTENANCE				
For some or all employee shirts there will be emblems (ASE Certified) attached to the sleeves by the vendor. ASE emblems will be provided by the individual employee. These emblems may be provided for attachment at anytime throughout this agreement.				
Name and department emblems shall be white background with red lettering.				

GENERAL CONDITIONS AND REQUIREMENTS RENTAL UNIFORMS			VENDOR USE ONLY PLEASE CHECK ONE	
			AGREED	EXCEPTION (PROVIDE AN EXPLANATION ON EXCEPTION FORM)
An inventory bank of 20 fender covers and 200 shop towels will also be provided. Upon delivery of clean uniforms each week, driver will inventory <u>soiled</u> fender covers and shop towels and replace with same amount of clean fender covers and shop towels. Cleaned shop towels will be free of foreign objects such as metal chips, etc., that can pose harm to employees.				
No minimum bill quantity on fender covers and shop towels. Bill only for soiled quantities.				
SANITARY ENGINEER DEPARTMENT At the beginning of each year of the contract, all employees shall receive new uniforms by the end of January with new sizing included. Used or reconditioned uniforms are not acceptable.				
Should employees retire, resign or transfer to another department and no longer require uniforms, Vendor shall cease cost of uniforms. Department will provide an annual update of uniform needs (in January) and the Vendor will adjust cost each year to reflect current volume. Likewise, should additional employees desire uniforms, they shall be added on an annual basis at the contract rate.				
Garments cleaned by the Vendor shall be inspected for normal, wear and tear weekly. Employees shall receive new garments when replaced for normal wear and tear with no additional fees (emblem, preparation or replacement) charged.				
The vendor shall provide individual lockers at no cost. Locations are to be determined by the Department after the award of the contract. Said locations may change with Department requirements. Lockers must be of sufficient size and design to accommodate a weekly supply of uniforms. Lockers must be uniformly labeled with employees name and individually keyed. Duplicate keys will be provided at no additional expense. Master keys for lockers will be provided by vendor for supervisory use. Locker locations to be determined after award.				
For two employee's shirts there will be emblems (ASE Certified) attached to the sleeves by the vendor. ASE emblems will be provided by the individual employee. These emblems may be provided for attachment at anytime throughout this agreement.				
Employees will be required to return all existing uniforms prior to being supplied by vendor.				

GENERAL CONDITIONS AND REQUIREMENTS RENTAL UNIFORMS			VENDOR USE ONLY PLEASE CHECK ONE	
			AGREED	EXCEPTION (PROVIDE AN EXPLANATION ON EXCEPTION FORM)
LUCAS COUNTY SANITARY ENGINEER DEPARTMENT Aramark # - Qty of Items (estimated)				
Jckt 218 - 5				
Jckt 575 - 46				
Pant 002 - 50				
Pant 294 - 181				
Shrt 007 - 29				
Shrt 019 - 26				
Shrt 994 - 89				

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SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA

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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 _____