

STATE OF OREGON



COVER PAGE

Department of Consumer and Business Services

Occupational Safety and Health Division

LAB COAT AND TOWEL RENTAL AND LAUNDRY SERVICES

Invitation to Bid (ITB)

DCBS-1513-20

Date of Issue: March 3, 2020

Closing: March 17, 2020, at 2:00 PM (Pacific)

Single Point of Contact (SPC): Franie Wilkins, Procurement Specialist

Address: 350 Winter Street NE , Room 11
City, State, Zip: Salem, OR 97301
Phone (voice): 503-947-7008
E-mail: frances.j.wilkins@oregon.gov
Submission Email: DCBS.opportunity@oregon.gov

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SECTION 1: GENERAL INFORMATION

1.1 SUMMARY OVERVIEW

The State of Oregon, acting by and through the Department of Consumer and Business Services, Occupational Safety and Health Division, (“Agency”), is issuing this Invitation to Bid (ITB) to establish a Contract for Goods and Services.

Agency is seeking bids for a full time service rental and weekly laundering of lab coats and lab towels in our Oregon Occupational Health Laboratory located in Portland, Oregon. Bidder will be responsible for fitting, supplying, pick-up, laundering and delivery of lab coats as well as the supplying, pick-up, laundering and delivery of two different types of towels. Agency will be responsible for the cost of replacing items lost or damaged by Agency.

Agency anticipates the award of one Contract resulting from this ITB but reserves the right to award more than one Contract if one Bidder is not able to provide all the required Goods and Services

The initial term is anticipated to be two (2) years with an option to renew up to a cumulative maximum ten (10) years. Pricing must remain firm for the first two (2) years of the Contract and may be adjusted yearly thereafter.

Services are anticipated to begin approximately April 1, 2020, or as soon as a Contract is executed.

1.2 SCOPE OF WORK/STATEMENT OF WORK/SPECIFICATIONS

Agency is seeking bids for the full service rental, fitting, supplying, pick-up, laundering and delivery of lab coats and lab towels. As part of the Contract, Contractor shall be responsible for measuring and fitting each Agency Lab employee at Agency’s Occupational Safety and Health Laboratory location. Contractor to provide Agency specified number of garments for each employee. Agency currently has eight (8) lab employees. Services shall include professional laundering and finishing, regularly scheduled weekly uniform deliveries and product replenishment, inspection of all work clothing for rips, flaws, missing buttons, etc. and automatic garment repairs with automatic replacement of overly worn or damaged garments. Agency shall be responsible for the cost of replacing items lost or damaged by Agency.

1.2.1 MANDATORY REQUIREMENTS/SPECIFICATIONS

Contractor shall:

- Provide a dedicated service manager
- Provide rental and laundering services of lab coats, lab towels and bar towels meeting the specifications included in this Section.
- Provide a list of the brand of lab coats and size range available along with material content of the coats they will be offering in their bid. If product is unknown to Agency, Agency retains the right to request a sample before award.

- Supply and maintain an inventory of lab coats, bar towels and lint free towels at Agency's OSHA Lab located in Portland, Oregon. Quantity and styles to be determined and mutually agreed upon.
- Provide maintenance of lab coats and towels in a manner appropriate for a professional health laboratory.
- Make necessary repairs to or provide replacement of lab coats to insure a professional appearance.

1.2.1.1 LAB COAT SPECIFICATIONS

Lab coats must meet or exceed the following specifications:

- Must be white
- Must be a 80 % Polyester / 20% cotton blend
- Must have either a snap or button closure
 - Buttons must be non-yellowing
- Must have a wrinkle resistant finish
- Must have one chest and two lower pockets minimum
- Have side vent openings for easy access to clothing underneath
- Must have some form of employee identification on inside labels
 - Agency does not need or request embroidered names on outside of coats
- Must be suitable for industrial laundering once a week

1.2.1.2 LAB TOWEL SPECIFICATIONS

Lab towels must meet or exceed the following specifications:

- Must be 100% cotton
- Must be white
- Must be lint free
- Must be highly absorbent
- Must be approximately 12" x 19"
- Must be suitable for industrial laundering once a week

1.2.1.3 BAR TOWEL SPECIFICATIONS

Bar towels must meet or exceed the following specifications:

- Must be highly absorbent
- Must be white
- Must be approximately 15" x 15"
- Must be suitable for industrial laundering once a week

1.2.1.4 LAUNDRY SERVICES

Contractor shall:

- Provide weekly pick up and delivery
- Use "green" and environmentally friendly laundry detergents
- Press lab coats prior to delivery

- Towels shall be clean, folded and ready to use.
- Lab coats shall be clean, pressed, on hangers and ready to wear.
- Lab coats shall be odor free, with no stains, tears or missing buttons.

1.2.1.5 MISCELLANEOUS

Contractor shall provide the following rental items:

- Laundry bag stand, approximately 35” tall and accommodates an approximate 13” x 18” laundry bag
- Clean reusable laundry bags, approximately 13” wide x 18” deep
 - Bag shall be changed weekly
- Provide Biohazard laundry bags and replace when used

1.2.1.6 DELIVERABLES

Contractor shall schedule pick up and delivery of lab coats and towels once weekly between the hours of 8:00 AM and 4:30 PM (PST). Agency reserves the right to request special delivery due to unanticipated events. Exact day of the week to be to be determined and mutually agreed upon.

Agency OSHA Lab Location:
 505 SE 12th Street
 Portland, OR 97214

See Exhibit A, Statement of Work to Attachment A, Sample Contract for more specifications.

1.3 SCHEDULE OF EVENTS

The table below represents a tentative schedule of events. Agency may modify these dates at any time, with appropriate notice. All times are Pacific Time (PT).

EVENT	DATE	Time (PST)
Questions and Clarifications Due	March 10, 2020	10:00 AM
Answers to Questions and Clarifications Due (approximate)	March 13, 2020	3:00 PM
Closing (Due Date and time to submit Bids)	March 17, 2020	2:00 PM
Opening of Bids	March 17, 2020	2:00 PM
ORPIN Notice of Intent to Award (approximate)	March 18, 2020	
Contract Execution (approximate)	April 1, 2020	

Agency operating hours are:

Monday through Friday 8:00 AM to 5:00 PM, Pacific Time, except for state holidays and State approved closures, including those for inclement weather.

1.4 DEFINITION OF TERMS

For the purposes of this ITB, unless specifically defined in this ITB, capitalized words have the meanings provided in OAR 125-246-0110. General Definitions

Capitalized terms not specifically defined in this document are defined in OAR 125-246-0110.

“SPC” means the Single Point of Contact listed on the cover page of this ITB. All communications related to any provisions of this ITB shall be directed only to the SPC to ensure every Bidder receives the same information.

“Schedule of Events” means the specific time and dates events relating to this ITB will occur.

“Successful Bidder” means the person(s), organization(s) to which the award is made.

1.5 SINGLE POINT OF CONTACT

All questions, requests for clarification, and protests about any component of this ITB, including the technical requirements, contractual requirements, and the procurement process must be directed to the SPC identified on the cover page of this ITB.

SECTION 2: ITB PROCESS

2.1 PROCUREMENT AUTHORITY

Agency is conducting this ITB pursuant to ORS 279A.050 and OAR 125-246-0170(3).

2.2 PROCUREMENT METHOD

Agency is using the Competitive Sealed Bidding method, pursuant to ORS 279B.055 and OAR 125-247-0255, and may use any available optional procedures.

2.3 RESERVED FOR NUMBERING PURPOSES

2.4 ORPIN

This ITB, including all Addenda, attachments and exhibits is posted on the Oregon Procurement Information Network (ORPIN) at <http://www.ORPIN.oregon.gov>. ITB documents will not be mailed or emailed. Parties without access to ORPIN may download copies at Agency at the location identified on the cover page of this ITB.

2.4.1 ORPIN ASSISTANCE

Parties needing assistance with ORPIN may contact the ORPIN Helpdesk by telephone at (503) 373-1774 or by email at info.orpin@oregon.gov.

2.4.2 ORPIN REGISTRATION INFORMATION

Current and correct registration information is the sole responsibility of the registered party. Agency accepts no responsibility for missing or incorrect information.

2.5 QUESTIONS AND CLARIFICATIONS

All questions and requests for clarification, related to this solicitation must:

- Be submitted in writing to the SPC identified on the cover page of this ITB (mail, in

- person or email are acceptable).
- Reference the ITB #DCBS-1513-20
 - Identify the section number and the passage.
 - Include name and contact information of party submitting question or clarification.
- Be received by the due date for questions and clarifications identified in Section 1.3 of this ITB.

Questions by **telephone are not accepted.**

Agency will respond to questions and requests for clarifications through ORPIN. In its' sole discretion, Agency, may change this ITB by written Addendum and post to ORPIN. Clarifications, corrections or changes to this ITB made in any other manner are not binding on the State.

2.6 ADDENDUM

Unless otherwise stated in the ITB, Agency shall post any Addendum on ORPIN. Addendum are incorporated into this ITB by this reference and can be viewed and downloaded by interested parties registered in ORPIN, unless an alternate process is defined in Section 2.4.2. Bidder is responsible for monitoring ORPIN regularly until ITB Closing. Agency is not responsible for sending Addendum to any prospective Bidder.

2.7 RESERVED FOR NUMBERING PURPOSES

SECTION 3: INSTRUCTIONS TO PROSPECTIVE BIDDERS

3.1 ACCEPTANCE PERIOD

Bids are firm offers for a period of 180 calendar days from Closing.

3.2 BID SUBMISSION REQUIREMENTS (GENERAL)

3.2.1 BID FORMAT

Bidder shall submit its Bid on white 8 1/2" x 11" Recycled Paper (Bidder must use Recycled Paper, to the maximum extent economically feasible), without extensive art work, unusual printing, or other materials not essential to the utility and clarity of the Bid.

The Bid should be presented in a format corresponding and referencing the sections contained in Section 3.3. Responses should be presented in the same order and identify the item being addressed.

3.2.2 SUBMITTING BIDS

Bidder is solely responsible for ensuring its Bid is received at Agency in accordance with the ITB requirements, by closing, at the submission email or physical address specified on the cover page of this ITB. Agency shall not be responsible for any delays in delivery. **Bids submitted by facsimile (fax) will be rejected.** Email is the preferred delivery method.

- Bids may be submitted electronically to the submission email listed on the front page.

Bidders will receive an auto reply message to confirm that the bid was received.

- Bids may be submitted in person at the address listed on the front page. If submitting in person, Room 11 is in the basement. The Bid will be date and time stamped upon receipt.
- Bids may be submitted via mail or carrier service to the address listed on the front page. The Bid will be date and time stamped upon receipt.

Agency operating hours are Monday through Friday 8:00 AM to 5:00 PM, Pacific Time, except for State holidays and State approved closures.

3.2.3 QUANTITY OF BIDS TO BE SUBMITTED

One (1) Bid with original signature, and all required documents must be submitted on or before Closing (date and time). Envelopes, packages or boxes must be marked in accordance with Section 3.2.4. Bids submitted via email must be sent to the submission email listed on the front page and received prior to Closing. Identify the ITB number in the subject line of the email.

3.2.4 ENVELOPE, PACKAGE OR BOX LABEL

The Bid shall be submitted in a sealed envelope, package, or box bearing the following information:

Name of Bidder (or Company Name)
ITB Number
Closing (date and time)
SPC Name

3.2.5 BID MODIFICATION

It is the responsibility of the Bidder to ensure modified Bids are submitted before the Closing date and time.

A Bidder wishing to make modifications to a Bid already received by Agency must:

Withdraw its Bid in order to make modifications and resubmit the Bid pursuant to Section 3.2.6.

All modifications made to a Bid must be made in ink and must be properly initialed by Bidder's authorized representative.

Submit modification(s), in writing, on Bidder's letterhead, noting the specific change(s) to the original Bid submission. All modifications made to a Bid must be made in ink and must be properly initialed by Bidder's authorized representative.

Oral, electronic, facsimile or telephonic modifications will not be accepted.

3.2.6 BID WITHDRAWAL

If a Bidder wishes to withdraw its Bid, the Bidder must withdraw its Bid prior to Closing date and time. The Bidder must submit a written notice on Bidder's letterhead of intent to withdraw its Bid. The notice must identify the ITB number, be signed by the authorized representative and be received by the SPC identified on the cover page of this ITB prior to the Closing date and

time. Bidder may submit the withdrawal via email, or hard copy.

3.2.7 LATE BIDS

Late bids will **NOT** be accepted or reviewed. Late Bids will not be returned to the respective Bidder.

3.2.8 OPENING OF BIDS

Bids will be publicly opened and the names of all Bidders will be read by Agency at the location identified on the cover page of this ITB.

3.3 BID REQUIREMENTS (PASS/FAIL)

Bids will be reviewed on a Pass/Fail basis. Failure to provide any of the information or comply with any of the requirements in this section 3.3 and its subsections **MAY** be considered nonresponsive. Agency has the right to determine if Bids substantially meet the requirements of this ITB.

3.3.1 CLOSING

Bids must be submitted by Closing to be considered.

3.3.2 REQUIRED FORMS

Bidder **must** submit the following forms:

Attachment B – Bid Cover Sheet

Attachment D – Bid Submission Form

Attachment E – Certified Disadvantaged Business Outreach Plan

Attachment F – Responsibility Inquiry

3.3.3 AUTHORIZED SIGNATURE

The Bid must be signed by person(s) legally authorized to bind the Bidder to the Bid and the Contract resulting from this ITB. Upon request by Agency, any representative submitting a Bid on behalf of the Bidder shall provide a current document certifying the representative's authority to bind the Bidder. Upon request of Agency, Bidder shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the Bid to execute agreements on behalf of the entity.

3.3.4 BID REQUIREMENTS

Bidder must provide all information required in Attachment D of this ITB.

SECTION 4: BID REVIEW METHODOLOGY

4.1 RESPONSIVENESS DETERMINATION

A Bid received prior to Closing will be reviewed to determine if it is Responsive to all ITB

requirements including compliance with Bids Requirements section. If the Bid is unclear, the SPC may request clarification from Bidder. However, clarifications may not be used to rehabilitate a non-Responsive Bid. If the SPC finds the Bid non-Responsive, the Bid may be rejected, however, Agency may waive mistakes in accordance with OAR 125-247-0470.

4.2 RESPONSIBILITY DETERMINATION

Agency will determine if an apparent successful Bidder is Responsible prior to award and execution of the Contract. Bidder(s) shall submit a signed Responsibility Inquiry form (Attachment F) with Bid.

At any time prior to award, Agency may reject a Bidder found to be not Responsible.

4.3 COST COMPARISON

Agency shall award the Contract to the lowest Responsible Bidder whose bid substantially complies with the requirements and criteria set forth in this Section.

Cost shall be calculated using the Average total cost of all items. If one Bidder has lower cost for lab coats but higher cost for towels, but has an overall average cost that is less than the other Bidder, agency will award the contract to the overall average lowest cost Bidder as long as all items meet specifications.

4.4 RESERVED FOR NUMBERING PURPOSES

4.5 DEMONSTRATIONS/PRESENTATIONS/INTERVIEWS

Agency may elect to conduct presentations, demonstrations or interviews. Bidder may be required to make a presentation, demonstration or to participate in an interview subsequent to the submission of its Bid. If Agency does so, Agency will notify Bidders of such further procedures or changes when it notifies Bidders of the schedule.

4.6 PREFERENCES

4.6.1 OREGON SUPPLIES AND SERVICES

Agency prefers Oregon goods and services, and for bid calculation purposes, per ORS 279A.128, Agency shall subtract 5% from the price for any Bidder proposing all Goods fabricated or processed or all Services performed entirely in Oregon before calculating the price score.

4.6.2 RECIPROCAL PREFERENCE

For bid calculation purposes per OAR 125-246-0310, Agency shall add a percent increase to each out-of-state Bidder's Bid price that is equal to the percent preference, if any, given to a Resident Bidder in the [Bidder's state](#).

4.6.3 RECYCLED MATERIALS

In comparing Goods from two or more Bidders, if at least one Bidder offers Goods manufactured with Recycled Materials, and at least one Bidder does not, Agency will select the Bidder offering Goods manufactured from Recycled Materials if each of the conditions specified

in ORS 279A.125 (2) exists following any adjustments made to the price of the Goods according to any applicable reciprocal preference.

4.6.4 TIEBREAKERS

Oregon Supplies: If Agency receives Bids identical in price, fitness, availability and quality and chooses to award a Contract, Agency shall award the Contract in accordance with the procedures outlined in OAR 125-246-0300.

4.7 METHOD OF AWARD

4.7.1 GENERAL AWARD

If awarded, Agency must award the Contract to the Responsible Bidder submitting the lowest, Responsive Bid. Agency may award by item, groups of items or the entire Offer provided such Award is consistent with this ITB and in the public interest.

SECTION 5: INTENT TO AWARD

5.1 INTENT TO AWARD NOTIFICATION

After a final selection is made, Agency will issue a notice of Intent to Award on ORPIN. Bid files are public records and available for review at Agency by appointment.

5.2 INTENT TO AWARD PROTEST

An Affected Bidder shall have seven (7) calendar days from the date of the Intent to Award notice to file a Written protest.

A Bidder is an Affected Bidder only if the Bidder would be eligible for Contract award in the event the protest was successful and is protesting for one or more of the following reasons as specified in ORS 279B.410:

- All lower Bids are non-Responsive.
- Agency has failed to conduct an evaluation of Bids in accordance with the criteria or process described in the ITB.
- Agency abused its discretion in rejecting the protestor's Bid as non-Responsive.
- Agency's evaluation of Bid or determination of award otherwise violates ORS Chapter 279A or ORS Chapter 279B.

If Agency receives only one Bid, Agency may dispense with the evaluation process and Intent to Award protest period and proceed with Contract award.

5.3 PAY EQUITY

As required by [ORS 279B.235 or ORS 279C.520], Contractor shall comply with ORS 652.220 and shall not discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills, or pay any employee at a rate less than another for comparable work, based on an

employee’s membership in a protected class.

Contractor must comply with ORS 652.220 as amended and shall not unlawfully discriminate against any of Contractor’s employees in the payment of wages or other compensation for work of comparable character on the basis of an employee’s membership in a protected class. “Protected class” means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor’s compliance with this section constitutes a material element of this Contract and a failure to comply constitutes a breach that entitles Agency to terminate this Contract for cause.

Contractor may not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits, or other compensation with another employee or another person.

5.4 NONDISCRIMINATION IN EMPLOYMENT

As a condition of receiving the award of a Contract under this ITB, Bidder must certify, in accordance with ORS 279A.112, it has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice must include giving employees a written notice of a policy that both prohibits, and prescribes disciplinary measures for, conduct constituting sexual harassment, sexual assault, or unlawful discrimination.

5.5 OTHER REQUIRED INFORMATION

5.5.1 INSURANCE

Prior to award, Bidder shall secure and demonstrate to Agency proof of insurance as required in this ITB. Insurance Requirements are found in Exhibit B of Attachment A, Sample Contract.

SECTION 6: CONTRACT EXECUTION

After submission of the required information and insurances identified in the ITB by the awardee and obtaining all requisite approvals required, Agency will proceed with final award. The Contract attached hereto as Attachment A is not negotiable.

Contractor shall not commence work under the Contract until the Contract has been executed and the Agency has provided the Contractor with the Notice to Proceed.

SECTION 7: ADDITIONAL INFORMATION

7.1 GOVERNMENT BODIES

Under ORS Chapter 190, Agency may enter into an agreement with another government body for the Goods or Services that are the subject of this ITB. Intergovernmental agreements are not subject to the Public Contracting Code. If Agency receives an Offer from a government body, Agency will initially review the Offer according to the same criteria set forth in this ITB. Agency, in its sole discretion, may enter into an ORS Chapter 190 agreement with any government body for

the Goods or Services, or any portion thereof and cancel this ITB if it would be in the public interest as determined by Agency.

7.2 OWNERSHIP/PERMISSION TO USE MATERIALS

Bids submitted in response to this ITB become the property of Agency. The submission of a Bid in response to this ITB grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Bid solely for the purpose of evaluating the Bid, awarding a Contract, or as otherwise needed to administer the ITB process, and to fulfill obligations under Oregon Public Records Laws. Bids, including supporting materials, will not be returned to Bidder unless Agency cancels this ITB prior to the Closing identified in Section 1.3.

7.3 COST OF BIDDING

Bidders must pay all costs of bidding including, but not limited to, the cost to prepare and submit Bids, samples and other supporting materials, or to participate in demonstrations, if required by this ITB.

7.4 CANCELLATION AND/OR REJECTION OF BIDS/DAMAGES

Pursuant to ORS 279B.100, Agency may reject any or all Bids in whole or in part, and may cancel this ITB at any time when the rejection or cancellation is in the best interest of the State. Agency, the State, and their officers, employees and agents are not liable to any Bidder for any loss or expense caused by or resulting from the delay, suspension, or cancellation of this ITB, or rejection of any or all Bids. Unless Agency cancels this ITB prior to the Closing identified in Section 1.3, all Bids will become part of the public record without obligation to Agency.

7.5 CONFIDENTIAL OR PROPRIETARY INFORMATION

Following award of Contract, responses to this ITB are subject to public information requests unless the response or specific information contained therein is identified as exempt from public disclosure. Bidder is advised to consult with legal counsel regarding disclosure issues.

If Bidder believes any portion of its Bid contains information considered a trade secret under ORS Chapter 192.345(2), or otherwise is exempt from disclosure under the Oregon Public Records Law, ORS 192.311 through 192.478, each page containing such information must include the following:

“This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192, and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478.”

Identifying the Bid in whole as exempt from disclosure is not acceptable. Cost information submitted in response to an ITB is generally not considered a trade secret under Oregon Public Records Law. If Bidder fails to identify the portions of the Bid which Bidder claims are exempt from disclosure, Bidder is deemed to have waived any future claim of non-disclosure of that information.

7.6 RECYCLED PRODUCTS

Contractors shall use recyclable products to the maximum extent economically feasible in the

performance of the contract services or work set forth in this document and the subsequent Contract. (ORS 279B.055(2)(f), ORS279B.225, and ORS279B.270-279B.280)

7.7 CHECKLIST DISCLAIMER

Any checklists contained in this ITB are provided only as a courtesy. Agency makes no representation as to the completeness or accuracy of any checklist. Prospective Bidders are solely responsible for reviewing and understanding this ITB and complying with all requirements.

7.8 ATTACHMENTS

- Attachment A – Sample Contract
 - Exhibit A – Statement Of Work
 - Exhibit B – Required Insurance
 - Exhibit E – Independent Contractor Certification
- Attachment B – Bid Cover Sheet
- ~~Attachment C~~ – Reserved for Numbering Purposes
- Attachment D – Bid Submission Form
- Attachment E – Certified Disadvantaged Business Outreach Plan
- Attachment F – Responsibility Inquiry
- Attachment G – Checklist for Bidders