

## **LINEN PROCESSING SERVICES AND SCRUB RENTAL SERVICES AGREEMENT**

This AGREEMENT is made and entered into by the County of Monterey on behalf of Natividad Medical Center, hereinafter referred to as “NMC”, a political subdivision of the State of California, and Mission Linen Supply, hereinafter referred to as “CONTRACTOR”.

### **1.0 RECITALS**

WHEREAS, NMC has invited proposals through the Request for Proposals (RFP # 9600-65) for Linen Processing Services and/or Scrub Rental Services, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, NMC and CONTRACTOR, for the consideration hereinafter named, agree as follows:

### **2.0 PERFORMANCE OF THE AGREEMENT**

2.1 After consideration and evaluation of the CONTRACTOR’S proposal, NMC hereby engages CONTRACTOR to provide the services set forth in RFP # 9600-65 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 9600-65. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP # 9600-65 dated March 16, 2016, including all Attachments and Exhibits
- Addendum No. 1 to RFP # 9600-65
- CONTRACTOR’S Proposal dated April 12, 2016
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

- 2.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, including all Attachments and Exhibits; RFP # 9600-65 including all Attachments and Exhibits, Addendum No. 1 to RFP #9600-65, Certificate of Insurance, and Additional Insured Endorsements.
- 2.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of NMC nor of the County of Monterey, or immediate family of an employee of Natividad Medical Center nor of the County of Monterey.
- 2.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 2.5 CONTRACTOR shall procure all necessary permits and licenses and abide by all applicable laws, regulations and ordinances of the United States and of the State of California. The Agency will be in compliance with Title 22, OSHA, Federal and State Labor Laws and the Joint Commission on Accreditation of Health Care Organizations.
- 2.5.1 CONTRACTOR must maintain all applicable and required licenses throughout the term of the AGREEMENT.
- 2.6 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use Natividad Medical Center premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

### **3A.0 SCOPE OF WORK - LINEN PROCESSING SERVICES**

- 3A.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to no less than fifty percent (50%) of the original total contract price for Linen Processing Services, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the CONTRACTOR with his own organization.

3A.2 The Scope of Work can be described generally as providing commercial laundry processing services, the majority of which are for Customer Owned Goods (COG) plus non-owned items. The inventory list of NMC items needing to be serviced are listed in **EXHIBIT B – Inventory List** attached hereto this RFP (subject to fluctuations as NMC procures new or additional items). Linen Processing Services shall include but are not limited to the following:

3A.3 Pick Up and Delivery of Linens:

3A.3.1 CONTRACTOR(s) shall immediately inform NMC of any shortages for a delivery and provide a contingency plan to fulfill delivery commitments.

3A.3.2 CONTRACTOR(s) shall deliver all clean linen and pick up all soiled linen on a consistent daily basis, excluding certain holidays to NMC. CONTRACTOR(s) shall provide a one hundred percent (100%) fill rate for each scheduled delivery.

3A.3.3 CONTRACTOR(s) shall be prepared to pick up and deliver on holidays if the situation warrants. If pick up and deliveries will not be made on holidays, CONTRACTOR(s) shall **submit** an explanation of how those days will be covered to assure NMC has an ample supply of all linen items at all times. CONTRACTOR(s) shall not be closed for more than a twenty-four (24) hour period for the holidays.

3A.3.4 CONTRACTOR(s) shall return all property (such as medical equipment, phones, personal belongings, etc.) belonging to patient or NMC that are discovered during laundering process with the next delivery in a sealed clear bag.

3A.3.5 **NMC Food Services Only (no COG)** - CONTRACTOR(s) shall be prepared to pick up all soiled items and deliver clean items rented by NMC Food Services listed in **EXHIBIT B – Inventory List** attached hereto this RFP at least two (2) times a week.

3A.3.6 **NMC Food Services Only (no COG)** - ALL towels provided to NMC Food Services shall be lint-free 100% cotton tight weave (herringbone).

3A.4 Pick Up and Delivery Documentation:

3A.4.1 CONTRACTOR(s) shall submit a daily audit report to NMC for every pick up that documents the total weight of the soiled COG linens by cart, including the weight of each cart.

3A.4.2 CONTRACTOR(s) shall submit a daily audit report to NMC for every delivery documenting the contents of each cart, including quantities of all clean COGs listed and the total weight of all clean items delivered, excluding the weight of each cart.

3A.4.3 **NMC Food Services Only (no COG)** - CONTRACTOR(s) shall provide a copy of the daily report for every delivery documenting the contents of each cart, including the type and quantities of all items rented by NMC Food Services and the signature of the NMC Dietary employee confirming receipt of the delivery.

3A.5 **Business Continuity Plan:**

3A.5.1 CONTRACTOR(s) shall have an established back-up facility for servicing NMC in the event the CONTRACTOR'S facility is inoperable or shut down.

3A.5.2 CONTRACTOR(s) shall assist NMC in the development of an efficient distribution and control system within the facility as requested by NMC.

3A.5.3 CONTRACTOR(s) shall provide flexibility so that, as NMC's needs change in the form of linen usage and type of linen, adjustments can be made including but not limited to quantity adjustments.

3A.6 **Bulk Linen Carts:**

3A.6.1 CONTRACTOR(s) shall ensure delivery carts have solid bottoms and cart covers. CONTRACTOR(s) shall ensure carts are clean, sanitized, and mechanically functional (wheels functional with two wheels lockable or rigid/fixed) with non-marking wheels.

3A.6.2 CONTRACTOR(s) shall ensure clean delivery carts are accurately numbered and labeled displaying the description of the cart contents to include the types of linen, the quantities of linen, the weight of clean linens, and the cart weight.

3A.6.3 CONTRACTOR(s) shall ensure clean linens are bagged or wrapped in a non-porous material for infection control purposes prior to loading into clean, appropriate marked linen carts.

3A.6.4 CONTRACTOR(s) shall perform preventive maintenance on all its carts at least once per quarter.

3A.7 **Linen Related Services:**

3A.7.1 CONTRACTOR(s) shall provide mending services such as button or snap replacement and repairing hems, tears, or seams on all COG items.

3A.7.2 CONTRACTOR(s) shall provide NMC with anti-slip floor mats consisting of Nitrile rubber backing for safety precautions.

3A.7.3 CONTRACTOR(s) shall only print NMC's approved graphic design (NMC name and logo) on specific sized floor mats requested by NMC.

3A.8 Invoices:

- 3A.8.1 CONTRACTOR(s) shall invoice NMC once per month on two separate invoices; the NMC Food Services items need to be invoiced separately from all other linen processing as NMC Food Services items are paid using a different NMC budget.
- 3A.8.2 CONTRACTOR(s) shall invoice for COG linen services based on clean dry pounds of linen weighed at the time of delivery to NMC for that billed month. All other linen-related services provided in that month, except for NMC Food Services items, should be invoiced with the COG linen items using as much detail as possible. For example, CONTRACTOR(s) shall invoice NMC monthly for floor mat rentals based on the total number of floor mats that were used by NMC that month.
- 3A.8.3 *NMC Food Services Only (no COG)* - CONTRACTOR(s) shall invoice separately all items rented by NMC Food Services once per month. CONTRACTOR(s) shall ensure each invoice clearly states "NMC Food Services". CONTRACTOR(s) shall ensure each invoice is itemized to clearly indicate all items processed and at what quantity for that month.
- 3A.8.4 All invoices shall be submitted in compliance with Section 5 herein, "Compensation and Payments".

3A.9 Reports:

- 3A.9.1 CONTRACTOR(s) shall weigh all soiled linen returned and provide a report showing a comparison of clean to soiled linen weights on a weekly and monthly basis to NMC. Scales used to weigh all soiled linen by CONTRACTOR(s) shall be certified and calibrated semi-annually.
- 3A.9.2 CONTRACTOR(s) shall provide to NMC a monthly Titration Report verifying in accordance with Title 22 containing information which includes but is not limited to the length of wash and rinse cycles, temperature levels, and the types of chemicals used.

3A.10 Compliance:

- 3A.10.1 CONTRACTOR(s) shall provide all services in accordance with Title 22 and TJC regulations. CONTRACTOR(s) shall provide documentation to NMC upon request confirming requirements are being met.

3A.10.2 NMC shall perform annual compliance inspections on the Contractor's laundering facility/facilities inspections for quality assurance as per Title 22 and TJC requirements. CONTRACTOR(s) shall ensure that its quality standards meet or exceeds ninety-five percent (95%) for all goods and services provided.

3A.11 Policy and Procedures:

3A.11.1 CONTRACTOR(s) shall provide its Policy & Procedures Manual on the **safe handling** of linens to NMC at the start of the AGREEMENT term and annually thereafter to ensure NMC is provided with the most current versions at any given time.

3A.12 Account Manager:

3A.12.1 CONTRACTOR(s) shall provide a dedicated account manager with the availability to participate in onsite visits as required by NMC and at no additional cost to NMC.

## 3B.0 SCOPE OF WORK - SCRUB RENTAL SERVICES

3B.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to no less than fifty percent (50%) of the original total contract price for Scrub Rental Services, except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the CONTRACTOR with his own organization.

3B.2 This Scope of Work can be described generally as providing Scrub Rental Services, which shall include but are not limited to the following:

3B.3 Pick Up and Deliveries:

3B.3.1 CONTRACTOR(s) shall immediately inform NMC of any shortages for a delivery and shall follow its established contingency plan to fulfill all of NMC's scrub delivery needs.

3B.3.2 CONTRACTOR(s) shall provide a one hundred percent (100%) fill rate for each scrubs delivery scheduled.

3B.3.3 NMC shall designate between four (4) to six (6) service line locations throughout the hospital that use rental scrubs for deliveries and pick-ups at NMC. CONTRACTOR(s) shall establish par levels for the various NMC departments and CONTRACTOR(s) shall deliver clean scrubs and pick up soiled scrubs per these par levels three (3) times a week.

3B.3.4 CONTRACTOR(s) shall be prepared to deliver on holidays if the situation warrants. If deliveries will not be made on holidays, CONTRACTOR(s) shall **submit** an explanation of how those days will be covered to assure NMC has an ample supply of all scrub items at all times. CONTRACTOR(s) shall not be closed for more than a twenty-four (24) hour period for the holidays.

3B.3.5 CONTRACTOR(s) shall return all property (such as medical equipment, phones, personal belongings, etc.) belonging to patient or NMC that are discovered during laundering process with the next delivery in a sealed clear bag.

3B.4 Pick-Up and Delivery Documentation:

3B.4.1 CONTRACTOR(s) shall submit a daily audit report for every delivery documenting the contents of each cart, including the type and quantities of all scrub items listed.

3B.5 Business Continuity Plan:

3B.5.1 CONTRACTOR(s) shall have an established back-up facility for servicing NMC in the event the CONTRACTOR'S facility is inoperable or shut down.

3B.5.2 CONTRACTOR(s) shall assist NMC in the development of an efficient distribution and control system within the facility.

3B.5.3 CONTRACTOR(s) shall provide flexibility so that, as NMC's needs change in the form of scrub usage or type of scrubs, adjustments can be made including but not limited to quantity adjustments.

3B.6 Bulk Linen Carts:

3B.6.1 CONTRACTOR(s) shall ensure delivery carts have solid bottoms and cart covers. CONTRACTOR(s) shall ensure carts are clean, sanitized, and mechanically functional (wheels functional with two wheels lockable or rigid/fixed) with non-marking wheels.

3B.6.2 CONTRACTOR(s) shall ensure clean delivery carts are accurately numbered and labeled displaying the description of the cart contents to include the type of scrubs, the quantity of scrubs, and the delivery destination within NMC.

3B.6.3 CONTRACTOR(s) shall ensure clean scrubs are bagged or wrapped in a non-porous material for infection control purposes prior to loading into clean, appropriate marked linen carts.

3B.6.4 CONTRACTOR(s) shall perform preventive maintenance on all its carts at least once per quarter.

3B.7 Related Services:

3B.7.1 CONTRACTOR(s) shall provide scrubs consisting of fabric made of sixty-five percent (65%) Polyester and thirty-five percent (35%) Cotton blend.

3B.7.2 CONTRACTOR(s) shall provide stamping or labeling of scrub items with the Natividad Medical Center name, logo, and department unit as requested by NMC.

3B.7.3 CONTRACTOR(s) shall provide implementation services (size measuring and temporary loaner scrubs until NMC's inventory is established) upon AGREEMENT startup including site walk throughs and meetings with NMC Managers. This effort will be coordinated between all parties as soon as the AGREEMENT for Scrub Rental Services has been executed.

3B.8 Invoices:

3B.8.1 CONTRACTOR(s) shall invoice NMC once per month for scrub rentals based on the types and quantities of scrubs delivered to NMC during that month billed.

3B.8.2 All invoices shall be submitted in compliance with Section 5 herein, "Compensation and Payments".

3B.9 Reports:

3B.9.1 CONTRACTOR(s) shall provide monthly usage reports to NMC on all scrubs delivered and picked up; and the report shall include losses and injection information if applicable.

3B.9.2 CONTRACTOR(s) shall provide a monthly Titration Report for all scrub rentals laundered in that month for NMC in accordance with Title 22 containing information which includes but is not limited to the length of wash and rinse cycles, temperature levels, and the types of chemicals used.

3B.10 Compliance:

3B.10.1 CONTRACTOR(s) shall provide all services in accordance with Title 22 and TJC regulations. CONTRACTOR(s) shall provide documentation to NMC upon request confirming requirements are being met.



3B.10.2 NMC shall perform annual compliance inspections on the Contractor's laundering facility/facilities inspections for quality assurance as per Title 22 and TJC requirements. CONTRACTOR(s) shall ensure that its quality standards meet or exceeds ninety-five percent (95%) for all goods and services provided.

3B.11 Policy and Procedures:

3B.11.1 CONTRACTOR(s) shall provide its Policy & Procedures Manual on the **safe handling** of scrubs to NMC at the start of the AGREEMENT term and annually thereafter to ensure NMC is provided with the most current versions at any given time.

3B.12 Account Manager:

3B.12.1 CONTRACTOR(s) shall provide a dedicated account manager with the availability to participate in onsite visits as required by NMC at no additional cost to NMC.

## 4.0 TERM OF AGREEMENT

- 4.1 The initial term of the AGREEMENT is July 1, 2016 through and including June 30, 2017, with the option to extend the AGREEMENT for four (4) additional one year periods. NMC is not required to state a reason if it elects not to renew this AGREEMENT.
- 4.2 If NMC exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions.
- 4.3 NMC reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty (30) day written notice, or immediately with cause.

## 5.0 COMPENSATION AND PAYMENTS

- 5.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as "**EXHIBIT A – Pricing Sheet**". The total amount payable by NMC under this AGREEMENT is not to exceed the sum of \$400,000.
- 5.2 Prices shall remain firm for the initial term of this AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. NMC does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.

- 5.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this AGREEMENT.
- 5.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 5.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from NMC in writing.
- 5.6 Tax:
  - 5.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
  - 5.6.2 County is registered with the Internal Revenue Service, San Francisco office, EIN number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

## **6.0 INVOICES AND PURCHASE ORDERS**

- 6.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the Natividad Medical Center Accounts Payable department at the following address:

Natividad Medical Center  
Accounts Payable Department  
P.O. Box 81611  
Salinas, CA. 93912
- 6.2 CONTRACTOR shall reference “RFP #9600-65” on all invoices submitted to NMC. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. NMC shall certify the invoice, either in the requested amount or in such other amount as NMC approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.3 All NMC Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 6.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by NMC. Surcharges and additional fees not included in the AGREEMENT must be approved by NMC in writing via an Amendment.

## 7.0 STANDARD INDEMNIFICATION

- 7.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, including its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of County of Monterey. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 8.0 INSURANCE REQUIREMENTS

### 8.1 Evidence of Coverage:

- 8.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 8.1.2 This verification of coverage shall be sent to the County of Monterey's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County of Monterey. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 8.1.3 Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County of Monterey's Purchasing Officer.

### 8.2 Insurance Coverage Requirements:

- 8.2.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- 8.2.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad Form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 8.2.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 8.2.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 8.2.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

### 8.3 Other Insurance Requirements:

- 8.3.1 All insurance required by this AGREEMENT shall be with a company acceptable to County of Monterey and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

- 8.3.2 Each liability policy shall provide that County of Monterey shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 8.3.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County of Monterey and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.
- 8.3.4 Prior to the execution of this AGREEMENT by County of Monterey, CONTRACTOR shall file certificates of insurance with County of Monterey's contract administrator and County of Monterey's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 8.3.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County of Monterey, annual certificates to County of Monterey's Contract Administrator and County of Monterey's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County of Monterey shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County of Monterey, at its sole discretion, to terminate this AGREEMENT immediately.

## 9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

## 10.0 ASSIGNMENT AND SUBCONTRACTING

- 10.1 Non-Assignment: CONTRACTOR shall not assign this contract or the work required herein without the prior written consent of NMC.
- 10.2 Subcontractors that have been approved by NMC: Any subcontractor utilized by CONTRACTOR shall comply with all of the County of Monterey requirements stated herein this Agreement including insurance and indemnification sections.

## 11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that CONTRACTOR, its responsible officers, and its employees having major responsibilities for the performance of work under the AGREEMENT, presently have no interest and during the term of this AGREEMENT will not acquire any interests, direct or indirect, which might conflict in any manner or degree with the performance of CONTRACTOR'S services under this AGREEMENT.

## 12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to NMC, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

## 13.0 RECORDS AND CONFIDENTIALITY

- 13.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the NMC or prepared in connection with the performance of this AGREEMENT, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.
- 13.2 NMC Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this AGREEMENT.
- 13.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, County of Monterey and NMC rules and regulations related to services performed under this AGREEMENT.

- 13.4 Access to and Audit of Records: NMC and the County of Monterey shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of NMC or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

#### 14.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

- 14.1 In the case of default by CONTRACTOR, NMC may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by NMC shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

#### 15.0 EMERGENCY SITUATIONS

- 15.1 CONTRACTOR acknowledges that NMC plans for the continuity of hospital operations during emergency, especially sustained incidents, and that collaboration with CONTRACTOR is necessary to maintain continuity of operations. Accordingly, CONTRACTOR shall provide the name and contact information of a representative who shall be available 24 hours a day, 7 days a week, in the event of an emergency:

Name: BILL MCCREARY  
Title: DISTRICT MANAGER  
Phone: 831-901-5850

*(must list a personal cell phone or other number whereby successful contact is ensured)*

- 15.2 During an emergency, contractor shall use its best efforts to provide NMC with all available supplies, materials, equipment, and/or services on a priority basis. The Parties agree that time is of the essence. The delivery of CONTRACTOR's supplies, materials, equipment, and/or services will be mutually agreed upon by NMC and CONTRACTOR at the time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to CONTRACTOR's facility and/or equipment, will be taken into consideration.



## **16.0 ACCESSIBILITY**

- 16.1 CONTRACTOR shall inform itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORS work are made quickly and easily accessible.

## **17.0 CLEANUP**

- 17.1 During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by the AGREEMENT. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by NMC.

## **18.0 DAMAGE**

- 18.1 The CONTRACTOR shall be held responsible for any breakage, loss of NMC's equipment or supplies through negligence of the CONTRACTOR or his employee while working on NMC's premises. The CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. The CONTRACTOR shall immediately report to NMC any damages to the premises resulting from services performed under this AGREEMENT.

## **19.0 PROTECTION OF PUBLIC**

- 19.1 CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by the CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT.

## 20.0 NOTICES

- 20.1 Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to NMC Contracts Division Manager or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

**TO NMC:**

Natividad Medical Center  
CONTRACTS DIVISION  
1441 Constitution Blvd  
Salinas, CA 93906  
FAX: (831) 757-2592

**TO CONTRACTOR:**

Mission Linen Supply  
435 West Market Street  
Salinas, CA 93901  
PHONE: (831) 424-1753 Ext. 5306  
FAX: (831) 424-1072

## 21.0 LEGAL DISPUTES

- 21.1 CONTRACTOR agrees that this AGREEMENT, and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 21.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 21.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.
- 21.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

~ Signature page to follow ~

**NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy County Counsel

Date: 6/27, 2016

**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Monterey County Deputy Auditor/Controller

Date: 6-27-16

**CONTRACTOR**

Mission Linen Supply

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

By: \_\_\_\_\_  
(Signature of: Chair, President, or Vice-President)

KEVIN J. PARISEAUX REGIONAL DIRECTOR  
Name and Title

Date: 6/6/2016

By: \_\_\_\_\_  
(Signature of: Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

MARK ROGERS REGIONAL DIRECTOR  
Name and Title

Date: 6/6/2016

**\*\*\*Instructions\*\*\***

**If CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (2 signatures required).

**If CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (2 signatures required).

**If CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (1 signature required).

## Mission Linen Supply

# EXHIBIT A – Pricing Sheet

(RFP # 9600-65)

CONTRACTORS interested in submitting proposals have the option of submitting a proposal for either Linen Processing Services or Scrub Rental Services or both combined services. Please provide your proposed pricing for the items below. Also note that there are 2 sections below; a section for Linen Processing and a section for Scrub Rentals. You only need to complete pricing for the service type that you are bidding on.

### Linen Processing Services

Pricing should be the all-inclusive cost which includes any additional services required for completion and fulfillment of an item.

Linen Processing Services Description	Price
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↳ Customer Owned Goods (COG)

Processed Clean Linen	.40 /Pound
Traditional Cubicle Curtain	5.75 /Piece
Lab Coat	1.15 /Piece
Mending Services	3.25 /Piece

↳ Rental Items

3" X 10" Medium Duty Floor Mat	3.25 WK - 6.50 EA /Piece
4" X 6" Medium Duty Floor Mat	2.75 WK - 5.50 EA /Piece
3" X 5" Heavy Duty Floor Mat	2.75 WK - 5.50 EA /Piece
4" X 6" Heavy Duty Floor Mat (w/NMC Logo)	2.75 WK - 5.50 EA /Piece
18" x 36" Lint Free Dish Towel (White)	.164 /Piece
Standard Wet Mop Head (Large)	2.40 /Piece
Black Bib Apron (One Size Fits All)	.42 /Piece
Soiled PVC Laundry Bag (Large)	.175 /Piece

↳ Additional Fees (if any): Please list a brief description along with the cost below.

3x4 MED. DUTY FLOOR MAT	2.30 WK - 4.60 EA
LINEN MAINTENANCE	8% INVOICE
BIOHAZARD LAUNDRY BAG	1.25 EA

FLAT RATE ON FLOORCARE = 100%

FLAT RATE ON TOWELS + APRONS = 50%

RFP # 9600-65 Linen Processing Services  
And/or Scrub Rental Services  
Natividad Medical Center

## Mission Linen Supply

### Scrub Rental Services

Please provide pricing based on the estimated **MONTHLY VOLUME** listed in the table below. Pricing should also include stamping or labeling of items (Kaumagraph) with the Natividad Medical Center name and logo and the department unit with the font size of 1½ inches.

\*Note: Scrubs provided to NMC should consist of 65% Polyester and 35% Cotton blend.

Scrub Rental Description	Price
Scrub Top (Monthly Volume – 32,000)	.55 /Piece
Scrub Bottom (Monthly Volume – 32,000)	.55 /Piece
Scrub Warm Up Jacket (Monthly Volume – 3,100)	.65 /Piece

↳ **Additional Fees (if any):** Please list a brief description along with the cost below.

PREPARATION CHARGE ON NEW INFECTIOUS	1.25
FLAT RATE ON INVENTORY	50%

---End of Exhibit A---

## EXHIBIT B –Inventory List

(RFP # 9600-65)

<b>Linen Processing Services</b>	
<b>Customer Owned Goods (COG) &amp; Non Owned Items (Rentals)</b>	
<b>↳ Customer Owned Goods (COG)</b>	
PILLOWCASES	FLAT SHEETS
DRAW SHEETS	KNITTED SHEETS
SPREADS	BATH BLANKETS
BATH TOWELS	WASH CLOTHS
HAND TOWELS	INCONTINENT PADS
GURNEY SHEETS	BLUE PATIENT GOWNS
GREEN IV GOWNS	3 X GOWNS
10 X GOWNS	3 HOLE GOWNS
PJ BOTTOMS	BLANKETS
BABY BLANKETS	BABY SHIRTS
PEDS GOWNS	PEDS PANTS
MOMMY GOWNS	MAMMOGRAPHY (MAMO) TOP CAPES
PATIENT GOWNS	MENTAL HEALTH UNIT (MHU) PJ PANTS & GOWNS
BIBS	LAB COATS
CUBICLE CURTAINS	
<b>↳ Non Owned Items (Rental)</b>	
3” x 5” HEAVY DUTY FLOOR MAT	4” x 6” HEAVY DUTY FLOOR MAT (w/NMC Logo)
<b>↳ NMC Food Services Non Owned Items (Rental)</b>	
18” x 36” LINT FREE WHITE DISH TOWEL (HERRINGBONE)	BLACK BIB APRON (ONE SIZE FITS ALL)
STANDARD WET MOP HEAD (LARGE)	SOILED PVC LAUNDRY BAG (LARGE)
3” X 10” MEDIUM DUTY FLOOR MAT	4” X 6” MEDIUM DUTY FLOOR MAT

<b>Scrub Rental Services</b>	
SCRUB TOPS	SCRUB BOTTOMS
SCRUB WARM UP JACKETS	

*\*This inventory list is for reference purposes only and is subject to change as NMC's needs change such as type of linen and linen usage.*