

**A W A R D**  
**LAUNDRY SERVICES – LAGUNA HONDA HOSPITAL**  
For the Term November 1, 2006 Through October 31, 2007

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**COMPANY INFORMATION**

Name of Company: Sodexho Laundry Services  
DBA: Sodexho Metro Park Laundry

Address: 7679 S. Longe Street

City, State, Zip: Stockton, CA 95206

Contact: Emeka Okeani

Telephone Number: (209) 982-4955

Toll-Free Number: (800) 546-4131

Fax Number: (209) 234-4269

24-Hour Emergency Number: (209) 993-3321

Payment Terms: 2%-7, Net 15

Federal Tax I.D. Number: 51-0111824

Vendor Number: 63566

Warehouse Location: 7679 S. Longe Street  
Stockton, CA 95206

Will-Call Hours: 6:00 a.m. – Midnight

CBPO Number: BPSF00003321

**WARNING**

Do not use any term contracts to purchase goods and/or services when using Federal, State or Special Funds. Term contracts may contain provisions that conflict with Federal or State provisions.

City departments must contact their assigned City Attorney for applicable provisions, procedures and relevant fund requirements.

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**AWARD SHEET**

**LAUNDRY SERVICES**

Estimated Pounds per Month: 710,000lbs.

**\$ 0.35** per LB.

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**BID AND CONTRACT CONDITIONS**

**TERMS RELATED TO BIDDING**

**1. WHEN BIDS ARE DUE; BID OPENING PROCEDURES**

Bids must be delivered before time set for bid opening. Bids will be opened by Purchasing at the hour and place stated in the ad in the presence of bidders who attend, and bid prices will be read upon request as time permits. Bidders may inspect the bids after award.

**2. ARTICLES FURNISHED**

Articles and services must comply with applicable laws, ordinances and other legal requirements, including (among others) the Cal-OSHA regulations in Title 8 of the Calif. Code of Regulations and, for electrical products, Articles 89-6 and 90-71 of the S.F. Electrical Code. In addition, if an electrical item has not been tested by a lab approved by City's Dept. of Public Works (DPW), Contractor will so notify the requesting department before delivery by writing the department at the "Deliver to" address on the front of the Purchase Order. Approved testing labs are: American Gas Assn.; Applied Research Labs; Electro-Test, Inc.; ETS Testing Labs; Factory Mutual Research; Gas and Mechanical Lab; Underwriters Labs. When a non-tested item is delivered, the department will request approval from DPW. If the department is unable to obtain approval, City reserves the right to cancel the transaction and return the item to Contractor, at no charge to City.

**3. BIDDING ON SEPARATE ITEMS AND IN THE AGGREGATE**

Bidders may bid separately for any item unless otherwise provided. Bidders may make an offer on one, some or all items, unless otherwise provided.

**4. PRICES**

Prices quoted must be fixed except as otherwise specified in this document. Any bid requiring receipt of order in less than 30 days will be unacceptable unless otherwise specified herein.

**5. AWARDS; REJECTION OF BIDS**

Purchasing may make awards on one, some or all items in a bid. Purchasing reserves the right to reject any and all bids.

**6. CASH DISCOUNTS; TERMS OF PAYMENT**

Cash discount (discount for prompt payment) will be not be taken into consideration in determining the low bid. However, cash discounts are encouraged and must meet the following conditions:

- a. The discount period will start upon date of completion of all services on any Purchase Order or other authorization certified by Controller, or upon date of receipt of properly prepared invoices covering such services, whichever is later.
- b. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.

The discount will deducted from the invoice amount in accordance with the provisions of "6a" and

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“6b” above, unless the bid states that the discount is not available. No additional charge shall accrue against City in the event that City does not make payment within any time specified by bidder.

**7. SUNSHINE ORDINANCE**

In accordance with Sec. 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

**TERMS RELATED TO THE CONTRACT**

**8. CONTRACT INTERPRETATION; CHOICE OF LAW/VENUE; ASSIGNMENT**

Should any questions arise as to the meaning and intent of the contract, the matter shall be referred to Purchasing, who shall decide the true meaning and intent of the contract. This contract shall be deemed to be made in, and shall be construed in accordance with the laws of, the State of California; the venue for all claims arising out of this contract shall be in San Francisco. This contract may be assigned only with the written approval of Purchasing.

**9. HOLD HARMLESS AND INDEMNIFICATION**

Contractor shall indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to, the use of Contractor's facilities or equipment provided by City or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on City, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Contract, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of City and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.

In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter.

Contractor shall indemnify and hold City harmless from all loss and liability, including attorney's fees, court costs and all other litigation expenses for any infringement of patent rights, copyright,

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**BID AND CONTRACT CONDITIONS**

trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequences of the use by City, or any of its officers or agents, of articles or services to be supplied in the performance of this Contract.

**10. FAILURE TO DELIVER**

If Contractor fails to deliver an article or service of the quality, in the manner or within the time called for by this contract, such article or service may be bought from any source by Purchasing and if a greater price than the contract price be paid, the excess price will be charged to and collected from Contractor or sureties on its bond if bond has been required.

**11. BUDGET AND FISCAL PROVISIONS**

This Contract is subject to the budget and fiscal provisions of City's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Contract will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Contract will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

City has no obligation to make appropriations for this Contract in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Contract.

**12. DEFAULT; REMEDIES**

On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Contract or to seek specific performance of all or any part of this Contract. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any event of default. Contractor shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Contractor under this Contract or any other contract between City and Contractor all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Contractor pursuant to the terms of this Contract or any other contract.

All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**13. TERMINATION FOR CONVENIENCE**

City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving

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Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.

In no event shall City be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by City.

**14. GUARANTEED MAXIMUM COSTS**

- a. The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless the agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment to the agreement having been lawfully executed by the City.
- c. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller of the City. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
- d. Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**15. TAXES**

- a. Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Contract, or the services delivered pursuant hereto, shall be the obligation of Contractor.
- b. Contractor recognizes and understands that this Contract may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Contract entitles the Contractor to possession, occupancy, or use of City property for private gain. If such a possessory interest is created, then the following shall apply:

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- (1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extensions, renewal, or assignment of this Contract may result in a “change in ownership” for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest by this Contract. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the City to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
- (4) Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements for possessory interests that are imposed by applicable law.

**16. USE OF CITY OPINION**

Contractor shall not quote, paraphrase, or otherwise refer to or use any opinion of City, its officers or agents, regarding Contractor or Contractor’s performance under this contract without prior written permission of Purchasing.

**17. NONDISCRIMINATION; PENALTIES**

- (a) **Contractor Shall Not Discriminate.** In the performance of this Agreement, Contractor agrees not to discriminate on the basis of the fact or perception of a person’s race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or AIDS or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with Contractor, in any of Contractor’s operations within the U.S., or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Contractor.
- (b) **Subcontracts.** Contractor shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Contractor’s failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

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- (c) **Nondiscrimination in Benefits.** Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by the City or where work is being performed for the City, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, and any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, or between the domestic partners and spouses of such employees, if the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to conditions set forth in San Francisco Administrative Code Sec. 12B.2(b).
- (d) **Incorporation of Administrative Code Provisions by Reference.** The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

**18. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION; LIQUIDATED DAMAGES**

- a. **The DBE Ordinance.** Contractor, shall comply with all the requirements of the Disadvantaged Business Enterprise Ordinance set forth in Chapter 14A of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "DBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the DBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provision of the DBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle City, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the DBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.
- b. **Compliance and Enforcement.**

**Enforcement.** If Contractor willfully fails to comply with any of the provisions of the DBE Ordinance, the rules and regulations implementing the DBE Ordinance, or the provisions of this Agreement pertaining to DBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's



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Human Rights Commission or any other public official authorized to enforce the DBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the DBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's DBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code §14A.13(B).

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to City upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City.

Contractor agrees to maintain records necessary for monitoring its compliance with the DBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

**19. MACBRIDE PRINCIPLES – NORTHERN IRELAND**

The City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

**20. TROPICAL HARDWOOD AND VIRGIN REDWOOD BAN**

The City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood product. If this order is for wood products or a service involving wood products: (a) Chapter 8 of the Environment Code is incorporated herein and by reference made a part hereof as though fully set forth. (b) Except as expressly permitted by the application of Sections 802(B), 803(B), and 804(B) of the Environment Code, Contractor shall not provide any items to the City in performance of this contract which are tropical hardwoods, tropical hardwood products, virgin redwood or virgin redwood products. (c) Failure of Contractor to comply with any of the requirements of Chapter 8 of the Environment Code shall be deemed a material breach of contract.

**21. RESOURCE CONSERVATION**

Contractor agrees to comply fully with the provisions of Chapter 5 of the San Francisco Environment Code ("Resource Conservation"), as amended from time to time. Said provisions are incorporated herein by reference

**22. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES**

Any contractor, subcontractor or consultant who commits any of the following acts shall be liable to the City for three times the amount of damages which the City sustains because of the act of that contractor, subcontractor or consultant. A contractor, subcontractor or consultant who commits

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any of the following acts shall also be liable to the City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City for a civil penalty of up to \$10,000 for each false claim: (a) Knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval. (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City. (c) Conspires to defraud the City by getting a false claim allowed or paid by the City. (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City. (e) Is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**23. LIABILITY OF CITY**

CITY'S PAYMENT OBLIGATIONS UNDER THIS CONTRACT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR UNDER THIS CONTRACT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS CONTRACT.

**24. DRUG-FREE WORKPLACE POLICY**

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Contract.

**25. COMPLIANCE WITH AMERICAN WITH DISABILITIES ACT**

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Contract.

**26. COMPLIANCE WITH LAWS**

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Contract, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

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**27. BID PROTESTS**

Bid protests for purchases of Commodities in excess of \$50,000 shall be submitted and responded to in accordance with Rules and Regulations 21.3(i) pertaining to the San Francisco Administrative Code, Chapter 21.

**END OF BID AND CONTRACT CONDITIONS**

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**GENERAL CONDITIONS**

These terms and conditions supplement the City's Bid and Contract Conditions. In the event of a conflict between these conditions and the preceding Bid and Contract Conditions, these conditions take precedence.

**28. CONTRACT TERM**

The contract period shall be for twelve (12) months. The term of this contract is the period from award execution date, approximately November 1, 2006, or the above stated term date whichever is later, through the last day of the month of a 12 consecutive month period.

**29. CONTRACT EXTENSION**

This contract may be extended, all or in part, for a period or periods up to one year by mutual agreement in writing. The maximum contract period shall not be more than 10 years.

**30. TOLL-FREE TELEPHONE NUMBER**

A contractor located outside of San Francisco is encouraged to provide free telephone services for placing orders. This requirement can be met by providing a toll-free telephone number or accepting collect calls. The free service will be a consideration in evaluating this bid.

**31. NOT USED**

**32. NOT USED**

**33. DBE ORDINANCE**

To qualify for a bid discount under the provisions of Admin. Code Chapter 14A, a DBE must be certified by the Human Rights Commission by the Bid Due date.

The certification application is available from HRC (415) 252-2500, and on the web at:

<http://www.sfgov.org/site/sfhumanrights>

Click DBE, HRC Requirements & Forms.

Click Certification Application (Schedule D).

**34. CLAIM FOR PREFERENCE**

To claim preference under the DBE Ordinance, see Bid Questionnaire attached.

**35. BID PREFERENCE FOR BROKERAGE SERVICES**

Pursuant to Section 14A.8 of the Admin. Code, a bid preference will only be awarded to a DBE, or DBE joint venture where the DBE's participation in the joint venture exceeds 35 percent, directly responsible for providing materials, equipment, supplies or services to City as required by the Bid solicitation. A DBE will be deemed to be directly responsible for providing the required commodity

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**GENERAL CONDITIONS (Continued)**

or service only if it regularly does business as a manufacturer, or authorized manufacturer's representative, dealer or distributor, stocking distributor, franchisee, licensee, service provided, or has another direct agency relationship with the manufacturer or provider of the solicited commodity or service, and has been so certified by HRC.

A DBE will be considered to be "regularly doing business," as that term is used in the foregoing paragraph, if in the normal course of business, it stocks, warehouses or distributes commodities to businesses or entities other than public entities having a disadvantaged business preference program. Such a determination will be subject to audit by HRC.

No preference will be given to a DBE engaging in brokerage, referral or temporary employment services not meeting this definition, unless those services are required and specifically requested by the department.

**36. NOT USED**

**37. AUDIT AND INSPECTION OF RECORDS**

Contractor agrees to maintain and make available to City during business hours accurate books and accounting records relative to its activities under this Contract. Contractor will permit City to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Contract, whether funded in whole or in part under this Contract. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Contract or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject of this Contract shall have the same rights conferred upon City by this Article.

**38. CONFLICT OF INTEREST**

Through its execution of this Contract, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the term of this Contract.

**39. NON-WAIVER OF RIGHTS**

The omission by either party at anytime to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall in any way affect the right of the party to enforce such provisions thereafter.

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**GENERAL CONDITIONS (Continued)**

**40. CONTRACTOR'S DEFAULT**

If Contractor fails to fulfill its obligations under this contract proposal, whether or not said obligations are specified in this section, Purchasing reserves the right to: (a) terminate this contract at no cost to the City; (b) take action in accordance with Sections 17 and 19, or (c) exercise any other legal or equitable remedy.

**41. BANKRUPTCY**

In the event that either party shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the other party this contract shall terminate and be of no further force and effect, and any property or rights of such other party, tangible or intangible, shall forthwith be returned to it.

**42. NOT USED**

**43. INCIDENTAL AND CONSEQUENTIAL DAMAGES**

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights which City may have under applicable law.

**44. REPORTS BY CONTRACTOR**

**ONE-YEAR TERM CONTRACT**

Ninety (90) days before the expiration date of this contract, Contractor must furnish a report of the total items ordered under this contract during the first 8 months of the contract. The report must be in a format acceptable to the City and must list by department or location the following; (1) all items awarded under this contract; and, (2) total quantity and dollar value of each item ordered, including items for which there were no orders. Contractor must also furnish a separate similar report for the total of all items ordered by the City which are not part of this contract.

Contractor shall send the reports to:

**Hermilo Rodis**, Purchaser  
Re: Term Contract No. **64016**  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

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**GENERAL CONDITIONS (Continued)**

**45. NOTICE TO PARTIES**

All notices to be given by the parties hereto shall be in writing, and served by depositing same in the United States Post Office, postage paid and registered as follows:

Director of Purchasing  
City and County of San Francisco  
Office of Contract Administration, Purchasing Division  
City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685

**46. SUBCONTRACTING**

Contractor is prohibited from subcontracting the direct supply of commodities under this contract unless such subcontracting is agreed to in writing by Purchasing. No party on the basis of this contract shall in any way contract on behalf of or in the name of the other party of this contract, and violation of this provision shall confer no rights on any party and any action taken shall be void.

**47. INDEPENDENT CONTRACTOR**

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Contract. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Contract shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor.

Any terms in this Contract referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Contract.

**48. SEVERABILITY**

Should the application of any provision of this Contract to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Contract shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

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**GENERAL CONDITIONS (Continued)**

**49. EMERGENCY - PRIORITY 1 SERVICE**

In case of an emergency that affects any part of the San Francisco Bay Area, Contractor will give the City and County of San Francisco Priority 1 service. Contractor will make every good faith effort in attempting to deliver products using all modes of transportation available.

Contractor shall provide a 24-hour emergency telephone number of a company representative who is able to receive and process orders for immediate delivery or will call in the event of an emergency.

In addition, the Contractor shall charge fair and competitive prices for items and services ordered during an emergency and not covered under the awarded contract.

**50. REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION – IRS FORM W-9**

See attached Standard Bid Forms, P-225, Item 1.

**51. FIRST SOURCE HIRING PROGRAM (FSHP)**

If the contract is for more than \$50,000, the successful bidder will be required to agree to comply fully with and be bound by the provisions of the First Source Hiring Program ordinance, as set forth in San Francisco Administrative Code Chapter 83. Generally, this ordinance requires contractors to notify the First Source Hiring program of available entry level jobs and provide the Workforce Development System with the first opportunity to refer qualified individuals for employment.

Contractors should consult the San Francisco Administrative Code to determine their compliance obligations under this Chapter. For additional information regarding FSHP, call (415) 401-4935.

A. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Contract as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Contract under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Contract shall have the meanings assigned to such terms in Chapter 83.

B. First Source Hiring Agreement

- (1) Contractor will comply with First Source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the exclusive opportunity to initially provide Qualified Economically Disadvantaged Individuals for consideration for employment for Entry Level Positions. The duration of the First Source interviewing requirement shall be ten (10) days, unless business necessity requires a shorter period of time.



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**GENERAL CONDITIONS (Continued)**

- (2) Contractor will comply with requirements for providing timely, appropriate notification of available Entry Level Positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of Qualified Economically Disadvantaged Individuals to participating Employers.
- (3) Contractor agrees to use good faith efforts to comply with the First Source hiring requirements. A contractor may establish its good faith efforts by filing: 1) its first available Entry Level Position with a job applicant referred through the First Source Program; and 2) fifty percent (50%) of its subsequent available Entry Level Positions with job applicants referred through the San Francisco Workforce Development System. Failure to meet this target, while not imputing bad faith, may result in a review of the Contractor's employment records.

C. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

D. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

E. Liquidated Damages

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$2,070 for every new hire for an Entry Level Position improperly withheld from the First Source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

F. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this section.

**52. NOT USED**

**53. MINIMUM COMPENSATION ORDINANCE ("MCO")**

**Background**

The Minimum Compensation Ordinance went into effect October 8, 2000. This new law requires some, but not all, organizations that have service contracts with the City or operate at San Francisco International Airport to pay their employees who are working on those City contracts at least \$10.77 per hour effective January 1, 2005 and provide 12 paid days off per year and 10 unpaid days off per year (for a full-time employee working under the City contract). If an employee

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**GENERAL CONDITIONS (Continued)**

works less than full time on the City contract, the employer must pay the employee Minimum Compensation rate an hour for the hours worked on the City contract, and the paid and unpaid time off must be proportional to the hours worked on the City contract.

To qualify for MCO benefits, the employees working on the City contract must work at least 4 hours per week per pay period if they are working within San Francisco city limits or on property owned by the City, or at least 10 hours per week per pay period if they are working elsewhere.

The MCO applies only if you have at least \$25,000 (\$50,000 for non-profit organizations) in cumulative annual business with a City department **and** have more than 20 employees, including employees of any parent, subsidiaries and subcontractors. If you meet these criteria but do not provide MCO benefits for a potential City contract, the City can do business with you only if the contract receives an exemption or a waiver.

Your best source of information about the MCO is the MCO website:

[www.sfgov.org/oca/lwlh.htm](http://www.sfgov.org/oca/lwlh.htm)

You will find:

- The text of the ordinance. Section 12P.5 contains new contract language that appears in the City's contracts and purchase orders.
- Information and Help for Contractors
- Information and Help for Contractors at the Airport
- Information and Help for Employees
- FAQs
- Forms
- Contact Information

**Contract Provisions**

Chapter 12.P of the S.F. Administrative Code is incorporated herein by reference, and Contractor agrees to comply with the MCO in performing this Contract. In addition to any other MCO provisions that may be applicable to Contractor, Contractor agrees to abide by the following terms:

- (a) For each hour worked by a Covered Employee during a Pay Period on work funded under the City contract during the term of this Contract, Contractor shall provide to the Covered Employee no less than the Minimum Compensation.
- (b) Contractor understands and agrees that the failure to comply with the foregoing requirement of the MCO shall constitute a material breach by Contractor of the terms of this Contract. The City, acting through its Contracting Department, shall determine whether such a breach has occurred.
- (c) If, within 30 days after receiving written notice of a breach of this Contract for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City, acting through Purchasing, shall have the right to pursue any rights or remedies available under the terms of this Contract, Chapter 12.P or other applicable law.

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**GENERAL CONDITIONS (Continued)**

- (d) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to Contractor's compliance or anticipated compliance with the requirements of the MCO, for opposing any practice proscribed by the MCO, for participating in proceedings related to the MCO, or for seeking to assert or enforce any rights under the MCO by any lawful means.
- (e) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- (f) Contractor shall keep itself informed of the current requirements of the MCO, including increases to the hourly gross compensation due Covered Employees under the MCO, and shall provide prompt written notice to all Covered Employees of any increases in compensation, as well as any written communications received by the Contractor from the City, which communications are marked to indicate that they are to be distributed to Covered Employees.
- (g) Contractor shall provide reports to the City in accordance with any reporting standards promulgated by the City under the MCO.
- (h) The Contractor shall provide the City with access to pertinent records after receiving a written request from the City to do so and being provided at least five business days to respond.
- (i) The City may conduct random audits of Contractor. Random audits shall be (i) noticed in advance in writing; (ii) limited to ascertaining whether Covered Employees are paid at least the minimum compensation required by the MCO; (iii) accomplished through an examination of pertinent records at a mutually agreed upon time and location within ten days of the written notice; and (iv) limited to one audit of Contractor every two years for the duration of this Contract. Nothing in this Contract is intended to preclude the City from investigating any report of an alleged violation of the requirements of this Contract relating to the MCO.
- (j) Any Contractor subject to the provisions of this Chapter shall promptly notify the City of any subcontractors performing services covered by this Chapter and shall certify to the City that it has notified the subcontractors of their obligations under this Chapter.
- (k) Each Covered Employee is a third-party beneficiary with respect to the requirements of subsections (a) and (b) of this Section, and may pursue all lawful remedies in the event of a breach by Contractor of subsections (a) and (b).
- (l) If Contractor is exempt from the MCO when this Contract is executed because the cumulative amount of contracts with this department for the fiscal year is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into a contract or contracts that cause Contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Contract. This obligation arises on the effective date of the contract that causes the cumulative amount of contracts between the Contractor and this department to exceed \$25,000 (\$50,000 for nonprofits) in the fiscal year.

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**GENERAL CONDITIONS (Continued)**

**54. REQUIRING HEALTH BENEFITS FOR COVERED EMPLOYEES**

Unless exempt, Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Contract as though fully set forth. The text of the HCAO is available on the web at [www.sfgov.org/oca/lwlh.htm](http://www.sfgov.org/oca/lwlh.htm). Capitalized terms used in this Section and not defined in this Contract shall have the meanings assigned to such terms in Chapter 12Q.

- (a) For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- (b) Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with part (a) above.
- (c) Contractor's failure to comply with the HCAO shall constitute a material breach of this Contract. City shall notify Contractor if such a breach has occurred. If, within 30 days after receiving City's written notice of a breach of this Contract for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City shall have the right to pursue the remedies set forth in 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City.
- (d) Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractor's compliance with this Chapter. If a Subcontractor fails to comply, the City may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- (e) Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City with regard to Contractor's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- (f) Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- (g) Contractor shall keep itself informed of the current requirements of the HCAO.
- (h) Contractor shall provide reports to the City in accordance with any reporting standards

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**GENERAL CONDITIONS (Continued)**

promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.

- (i) Contractor shall provide City with access to records pertaining to compliance with HCAO after receiving a written request from City to do so and being provided at least five business days to respond.
- (j) City may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City when it conducts such audits.
- (k) If Contractor is exempt from the HCAO when this Contract is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement(s) or contract(s) that cause Contractor's aggregate amount of all agreements and contracts with City to reach \$75,000, all the agreements and contracts shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement or contract that causes the cumulative amount of agreements and contracts between Contractor and the City to be equal to or greater than \$75,000 in the fiscal year.

**55. EARNED INCOME CREDIT (EIC) FORMS**

Administrative Code section 120 requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- (a) Contractor shall provide the Earned Income Credit (EIC) Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which the applicable Contract or Contract Amendment becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in question); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of the Contract.
- (b) Failure to comply with the foregoing requirement shall constitute a material breach by Contractor of the terms of the Contract.
- (c) If within 30 days after the Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Contractor fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under the terms of the Contract or under applicable law.

**56. LIMITATIONS ON CONTRIBUTIONS**

Through execution of this Contract, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services or for the furnishing of any material, supplies or equipment to the City, whenever such transaction would require approval by a City elective officer of the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for the contract until the later of

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**GENERAL CONDITIONS (Continued)**

either (1) the termination of negotiations for such contract or (2) three months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

**57. PROHIBITION ON POLITICAL ACTIVITY WITH CITY FUNDS**

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this contract. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this contract, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

**58. PRESERVATIVE-TREATED WOOD CONTAINING ARSENIC**

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

**59. SERVICES PROVIDED BY ATTORNEYS**

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

**60. CONTRACT PRODUCT/SERVICE QUALITY REPORT**

The attached report form (Attachment "A") will be provided to departments using this contract. Users of the contract may complete and return these reports at any time during the life of the contract. The purpose of the report is to monitor contractor performance and determine supplier successes or shortcomings. Each report will be sent to the awarded/supplier/contractor. They will have an opportunity to respond to the information provided by the department. Quality reports that

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**GENERAL CONDITIONS (Continued)**

go unresolved to the satisfaction of the Purchaser may be used as a basis for commencement of partial or complete contract default proceedings.

**61. NONDISCLOSURE OF PRIVATE INFORMATION**

As of March 5, 2005, Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code (the "Nondisclosure of Private Information Ordinance"), including the remedies provided. The provisions of the Nondisclosure of Private Information Ordinance are incorporated herein by reference and made a part of this Contract as though fully set forth. Capitalized terms used in this section and not defined in this Contract shall have the meanings assigned to such terms in the Nondisclosure of Private Information Ordinance. Consistent with the requirements of the Nondisclosure of Private Information Ordinance, Contractor agrees to al of the following:

- (a) Neither Contractor nor any of its Subcontractors shall disclose Private Information obtained from the City in the performance of this Contract to any other Subcontractor, person, or other entity, unless one of the following is true:
  - (i) The disclosure is authorized by this Contract.
  - (ii) The Contractor received advance written approval from the Contracting Department to disclose the information; or
  - (iii) The disclosure is required by law or judicial order.
- (b) Any disclosure or use of Private Information authorized by this Contract shall be in accordance with any conditions or restrictions stated in this Contract. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (c) Private Information shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- (d) Any failure of Contractor to comply with the Nondisclosure of Private Information Ordinance shall be a material breach of this Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Contract, debar Contractor, or bring a false claim action against Contractor.

**62. GRAFFITI REMOVAL**

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of

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**GENERAL CONDITIONS (Continued)**

graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this contract shall constitute a default of this Contract.

**63. MODIFICATION OF AGREEMENT**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

**END OF GENERAL CONDITIONS**



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**SPECIAL CONDITIONS**

**64. PURPOSE**

The purpose of this Contract is to provide Laundry Services for the City and County of San Francisco, Laguna Honda Hospital.

**65. PRE-BID CONFERENCE**

A non-mandatory pre-bid conference will be held on **Thursday, June 15, 2006 at 10:00 a.m.** in Room B-104 Main Building, Laguna Honda Hospital and Rehabilitation Center, 375 Laguna Honda Blvd., San Francisco, CA 94116.

A walk-through on site visit will be conducted immediately after the pre-bid conference. All interested parties are encouraged to attend. Failure to attend the pre-bid conference will not relieve the successful bidder of any duties of the contract.

**66. SCOPE OF SERVICES TO BE PERFORMED**

Complete specifications of the services to be provided are attached to this bid as Attachment B.

**67. QUESTIONS / PROTESTS**

Any questions or objections concerning the requirements in this contract proposal must be submitted, in writing, and received by the Office of Contract Administration – Purchasing no less than five working days prior to the bid opening date and time. Bidders who fail to do so will waive all further rights to protest, based on these specifications and conditions.

**68. COMPLIANCE WITH REGULATIONS**

All services to be provided hereunder must meet the requirement of Title 22 of the State of California Department of Health Code of Regulations Hospital Infection Control Policies, and the Joint Commission on Accreditation of Healthcare Organization (JCAHO)

**69. BIDDER'S / CONTRACTOR'S QUALIFICATIONS**

- A. In order to receive consideration, bidder must have sufficient knowledge and experience in the services covered by the contract. Bidders must have a minimum of three (3) years experience in providing services as stated under this contract. Bidder must submit with their bid a minimum of three references of customers requiring similar volume of services as provided in this contract.
- B. Contractor must be able to demonstrate to the Purchaser's satisfaction their capabilities, including evidence that they possess adequate facilities and financial resources to fully comply with the requirements of the contract, prior to award and at any time during the contract term or any extension thereof.
- C. City reserves the right to inspect Contractor's place of business to award or at any time during the contract term or any extension thereof, to aid Purchaser in determining Contractor's capabilities and qualifications.

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**SPECIAL CONDITIONS (Continued)**

- D. City reserves the right to reject any bid on which the information submitted by Bidder fails to satisfy City and/or Bidder is unable to supply the information and documentation within the period of time requested.
- E. City reserves the right to terminate this contract if information requested from and submitted by Contractor fails to satisfy City and/or Contractor is unable to provide the information and/or documentation within the period requested.
- F. Contractor shall be independent and, as such, the hiring, training, equipping, supervising, directing and discharging of their employees shall be the responsibility of the Contractor. The payment of Federal, State, and local taxes and overtime wages shall also be the responsibility of Contractor.

**70. BID SECURITY**

Each bid must be accompanied by a bid bond, or money order, or a cashier's check or certified check, in the amount of **\$1,000.00** payable to the City and County of San Francisco, to guarantee the filing of Insurance Certificates, and proper execution of the contract. **Personal or company checks will not be accepted.** Any proposal submitted with out the proper bid security shall be determined to be non-responsive and result in the rejection of the bid.

After the successful bidder has furnished the required documents or the City has rejected their proposal, all bid proposal securities, except those which may have been forfeited, will be returned to the respective bidders whose proposals they accompanied.

**71. INSURANCE**

Prior to award, the successful bidder or bidders will be required to furnish evidence of insurance as follows:

- A. Contractor will maintain and keep in force, during the full term of the contract, insurance in the following amounts and coverage:
  - 1. Workers' Compensation, statutory limits with Employers' Liability limits not less than \$1,000,000. each accident.
  - 2. Commercial General Liability Insurance with limits not less than \$2,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Independent Contractor, Broadform Property Damage, Personal Injury, Products and Completed Operations, Garagekeeper's Operations and Liability.
  - 3. Commercial Business Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Owned and Non-owned and hired auto coverages, as applicable.
- B. Commercial General Liability and Commercial Automobile Liability Insurance policies shall be endorsed to provide the following:

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**SPECIAL CONDITIONS (Continued)**

1. Name as ADDITIONAL INSUREDS the City and County of San Francisco, its Officers, Agents, and Employees.
  2. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this contract, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- C. All policies shall provide thirty days advance written notice to City of cancellation, mailed to the following address:
- Director of Contract Administration  
City and County of San Francisco  
Office of Contract Administration, Purchasing Division  
City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4685
- D. Before commencement of the term of this contract, certificates of insurance and additional insured policy endorsements, in form and with insurers acceptable to the City, evidencing all required insurance, shall be furnished to the City, with complete copies of policies upon request.
- E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and without lapse, for a period of three years beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.
- F. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.
- G. Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of such lapse of insurance.
- H. Approval of the insurance by the City shall not relieve or decrease the liability of the Contractor hereunder.

**72. FAILURE TO EXECUTE CONTRACT**

- A. Within ten days of the receipt of a notice of award, the bidder to whom the contract awarded shall deliver the specified insurance certificates to the City.

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**SPECIAL CONDITIONS (Continued)**

- B. If such bidders fails or refuses to furnish the required insurance within ten days after receiving notice from Purchasing to file such bond, Purchasing may, at its option, determine that this bidder has abandoned its bid. Thereupon the tentative award of said contract to this bidder shall be cancelled and the City shall notify the bidder's surety and collect on the bidder's bond (or the check accompanying its bid shall be deposited with the Treasurer of the City and county of San Francisco for collection) and the proceeds thereof shall be retained by the city as partial liquidated damages for failure of such bidder to properly file the bonds and insurance herein required. The foregoing in no way limits the damages which are recoverable by the City whether or not defined elsewhere in the contract documents.

**73. PRICE**

- A. Bid prices are to be firm for the entire term from award date approximately July 1, 2006 through June 30, 2007 and any subsequent 30 day extensions up to December 31, 2007.
- B. Bid prices are to include all costs chargeable to the City. The Contractor will assume all costs including personnel salaries, transportation and any other expense for the training of his/her employees. No charges to the City are to be made for training. All costs to the City shall be included in prices entered on Bid Sheet. No overtime will be paid unless same has been approved in advance by the Department requesting additional services.

**74. BID PRICE EVALUATION**

Except as otherwise noted on bid sheets, bid prices will be evaluated at the per pound (/lb.) rate. Taking into consideration; less applicable discount payment terms offered and any applicable DBE Preference. Purchasing will attempt to evaluate this contract proposal within thirty (30) days after receipt of bids. If Purchasing requires additional evaluation time, all bidders will be notified in writing of the new expected award date.

**75. AWARD**

Award will be made to the lowest responsive and responsible bidder as noted on the bid sheets.

In determining the award, the Purchasing will take into consideration, but will not limited to:

- A. Price (evaluated).  
B. Satisfactory review of bidders' qualifications.  
C. Any other factors deemed pertinent.

**76. AWARDED SERVICES**

- A. If, during the term of the contract, contract service is determined to be unacceptable for a particular department, and such is documented by the Purchasing Division, it is understood and agreed that the service will be cancelled and removed from the contract without penalty to the City. The City's sole obligation to the contractor is payment of service made prior to cancellation date.

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**SPECIAL CONDITIONS (Continued)**

City shall give the contractor 10 days notice prior to any cancellation. The City will purchase the required service from any source and in the manner as determined by Purchasing.

- B. Contractor must notify Purchasing by certified mail, 30 days in advance of any changes in the services required in the contract. Any changes made without the approval of Purchasing may constitute default.

**77. ADDITIONAL SERVICES**

- A. If, in the satisfaction of government interests, it is necessary to purchase additional services from Contractor, additional services may be added to this contract, by mutual agreement of the parties.
- B. Aggregated cost of all services added to the contract, during the contract term, shall not exceed twenty percent (20%) of the total estimated value (cost) of the original contract.
- C. All requests to add additional services to the contract must be submitted by City Departments in writing to the office of Contract Administration - Purchasing Division. All requests must include complete scope of work, estimated quantities for the remainder of the contract period and a price quotation provided by the contractor, for each service.
- D. All additional services added to the contract shall be approved through issuance of a contract modification, executed and signed by Purchasing and the Contractor.
- E. In the event the aggregated cost of the contract would be increased by more than twenty percent (20%) of the total estimated value of the original contract, or the increase totals more than \$50,000, the amount over \$20,000, or \$50,000, shall be bid in accordance with Standard Purchasing Procedures.

The resulting bid shall be added to the contract through a contract modification (same Contractor) or the issuance of a new contract (New Contractor) and include Contractor's name and information, complete item description, delivery information and pricing information.

- F. The contract term for the additional items added to the contract after the initial award, shall be the remaining term of the existing contract and any extension thereof.

**78. ORDERING**

- A. Services to be furnished under this contract shall be ordered through a release from the appropriate Citywide Blanket Purchase Order by City departments during the effective period of the contract.
- B. All invoices for payments shall show the Citywide Blanket Purchase Order number, complete description of item, quantity and contract price.

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**SPECIAL CONDITIONS (Continued)**

**79. BILLING**

All invoices must show the Contract Number, Citywide Blanket Purchase Order Number, contract item number, complete description of services performed, contract payment terms and contract price.

City, on services covered by this contract, will honor no minimum service order charges. Contractor must accept and process, without any extra charges, orders for any service as requested by City.

Failure to submit invoices with all the required information, or invoices that contain inaccurate information will not be processed for payment.

All discount periods will begin only when City receives a properly completed invoice containing all the required information. Note: Invoices must be submitted in triplicate.

**80. PAYMENT**

A. In accordance with the prices quoted in the successful bid and subject to any applicable discount provisions contained in said bid, the City agrees to pay for all services at said rate. Payment shall be made by the City to Contractor in arrears, for services actually performed, throughout the term of the contract.

B. Invoices submitted by the Contractor must be in a form acceptable to Purchasing and Controller. All amounts paid by the City to the Contractor shall be subject to the audit by the City.

**81. TERMINATION**

In the event Contractor fails to perform any of its obligations under this Agreement, this Agreement may be terminated and all of the Contractors rights hereunder ended. Termination shall be effective after ten days written notice to Contractor. No new work will be undertaken after the date of receipt of any notice of termination, or five days after the date of the notice, whichever is earlier. In the event of such termination, Contractor shall be paid for its services under this agreement, up to the date of termination, that have been performed to the satisfaction of the City.

Upon termination of this Agreement, Contractor will submit an invoice to City for an amount which represents the value of services actually performed prior to the effective date of termination for which Contractor has not previously been compensated, except that in no event will the compensation paid for the month in which termination occurs be greater than the scheduled monthly fee multiplied by a fraction, the numerator of which will be the days in the month elapsed prior to the termination and the denominator of which shall be 31. Upon approval and payment of this invoice by City, City shall be under no further obligation to Contractor monetarily or otherwise.

**82. CHANGE OF CONTRACTOR**

Should this contract necessitate a change of contractor, both contractors shall work to a systematic change in collaboration with each City department as required. The newly awarded contractor shall

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**SPECIAL CONDITIONS (Continued)**

assume the responsibility to supply all services under this Contract only after receiving confirmation from City that they have provided all bond and Insurance requirements. Both contractors shall enter into an Assignment and Assumption Agreement.

**83. FOR MORE INFORMATION**

Bidders are encouraged to contact the purchaser with questions concerning this bid by email at the address shown below. Please reference this contract number in all correspondence.

Hermilo Rodis, Purchaser  
Telephone: 415.554.6264  
FAX: 415.554.6717  
Email: [hermilo.rodis@sfgov.org](mailto:hermilo.rodis@sfgov.org)

**84. ENTIRE AGREEMENT**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions

**85. BID SUBMITTAL INSTRUCTIONS**

Bids **must** be received at the Office of Contract Administration – Purchasing, City Hall, Room 430, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102, by the time and date indicated on Page 1 of the Contract Proposal. Bids transmitted by FAX or any type of electronic mail will not be accepted.

**Bidders are to return the required documents, which include:**

- A. Page 1 of the Contract Proposal completed and signed
- B. Bid Sheet(s) for items being bid
- C. **All** questionnaires and forms, completed and signed (See “Standard Bid Forms, P-225” attached to this Contract Proposal.)
- D. Bid Security, if required (See Special Condition 70).
- E. Bidders shall mail bid in an envelope clearly marked with the bid number and due date in the lower left corner.

**Bids must be submitted on the enclosed Bid Sheet(s).** Prices should be clearly written by typewriter or pen and ink.

**To receive full consideration, your bid should be unqualified and unconditional.**

For more information, call: Hermilo Rodis  
Purchaser, (415) 554-6264

**END OF SPECIAL CONDITIONS**

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**ATTACHMENT B**

**SCOPE OF WORK**

**Introduction**

Laguna Honda Hospital and Rehabilitation Center is in the process of constructing a new laundry. The new facility is anticipated to open July 2007. Laguna Honda Hospital and Rehabilitation Center must have laundry service provided until the new facility is operational and functioning. This contract is for that interim time period.

**Specifications and Scope of Work**

The following outlines the specifications and scope of services between Laguna Honda Hospital & Rehabilitation Center (LHH) and by the successful bidder (Contractor). The Contractor must be able to provide and to perform, all the laundry services outlined hereunder, and meet the minimum specifications described. To be considered a responsive bidder, all document reports and written procedures must be submitted as requested below, and as listed in paragraph 19.

1. Compliance Standards

All services provided hereunder must be in compliance with Title 22 of the State of California, Department of Health Code of Regulations, City & County of San Francisco Department of Public Health Infection Control Policies, Joint Commission on Accreditation of Health Organizations (JCAHO) requirements.

**(a) Bidders must provide proof of Compliance with Title 22 Standards for ospital laundry operations failure to provide such evidence to the satisfaction of the Purchaser may result in rejection of offer..**

2. Laundry Services

A. Pick up and Delivery Schedule:

Contractor will pick up dirty laundry seven days per week, (Monday through Sunday) including all holidays, except by prior arrangement and approval of LHH Location Manager. All Pickups and drop offs will occur after 6:00 A.M., and prior to 10:00 P.M. Awarded Contractor will provide a 45 foot trailer, or like, to accommodate the placement of filled, unsorted soiled linen in hospital provided Laundry carts. (McClure 650NXB or equivalent). Please note the following delivery locations:

- i) Laguna Honda Hospital, Main Clean Linen Sorting Room, located at 375 Laguna Honda Blvd., San Francisco, CA or as directed by facility personnel.
- ii) Laguna Honda Hospital, Clarendon Hall, Loading dock, located at 375 Laguna Honda Blvd., San Francisco, CA or as directed by facility personnel.
- iii) Other sites at Laguna Honda Hospital as determined by the facility personnel



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Contractor will provide delivery of clean linen seven days per week, (Monday through Sunday) including all holidays. Contractor is to return all dirty linen picked up on Monday as clean linen on Tuesday, all dirty linen picked up on Tuesday returned as clean linen on Wednesday, and so on throughout the seven day week.

For the Laguna Honda Hospital, Main Clean Linen Sorting Room service, and as the volume of laundry services dictates, Contractor will pick up soiled linen as prepared. Laundry carts will be loaded in the empty trailer, and picked up for servicing, as clean linen is returned, leaving the subject trailer for the use of LHH laundry staff in the preparation for the next scheduled delivery / pick up. This trailer must have an electrically operated lift gate for ease of loading the trailer.

For the Laguna Honda Hospital, Clarendon Hall loading dock, laundry carts will be filled, covered, and stored for pick up. Due to this location's limited loading dock space for pick up and delivery. Contractor will unload clean laundry into assigned clean laundry delivery point, and load filled soiled laundry carts into truck, at direction of facility personnel.

The difference between laundry weighed dirty and linen returned clean, including "ragout" is never to exceed 10% in any month. If bidder believes this percentage is not within industry standards, then bidder must provide proof based on national industry standards that a combination of ragout and the difference between dirty and clean linen should be more than 10% difference.

Contractor will provide exchange cart make-up of approximately 65 carts per day. Bulk delivery to linen room is also required. Cart make-up cost should be included in cost per pound.

Contractor is to return all clean linen to the designated sites after 6:00 AM, and before 8:00 AM, every morning, seven days per week. Monday through Sunday. Any anticipated 2<sup>nd</sup> delivery will be scheduled by Laundry Services Personnel.

The assigned Contractor representative will coordinate, evaluate, and manage the laundry services program, laundry usage education, recommending and training where necessary, and manage the Contractor provided laundry and linen management software system. Contractor will provide trained relief personnel to cover for any unforeseen and scheduled coverage lapses of the Contractor Representative.

3. Additional As-Needed Services

Due to the possible variations of patient census, additional services may be required on an as-needed basis. These services may included, but are not limited to:

Early Delivery- soiled linen that is picked up at 6:00 AM at any designated site is to be laundered and delivered by 1:00 PM the same day. (partial or completed) as directed by the Laundry Manager, or his designee.

- i) Additional Pickup – in addition to the standard pick up each morning, other pickups may be required during the same day.

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**SCOPE OF WORK**

- ii) Other processing, deliveries and pickups maybe required, as directed by the locate Laundry manager or designee
- iii) The additional services will be provided by the Contractor at no additional cost.

4. Carts and Hampers

- i) All carts and /or hampers will be provided by the Hospital. All linen carts filled with soiled linen must be covered (covers to be provided by contractor) while in transit.
- ii) All carts, hampers, delivery vehicles and other equipment must be appropriately cleaned and sanitized between loads or uses. Please submit a copy of the procedure, time lines and cleaning protocols, used for cleaning and sanitizing carts, hampers and other equipment with your bid.

5. Packing Slip and Manifest

A packing slip should be attached to each cart indicating item description, par levels, actual verified quantities (pieces), total net and gross weight, and packer's initials (legible). If any cart does not have the required packing slip, or if any part of the packing slip does not meet these requirements, or if the returned items to not match the count of the packing slips, the Contractor will be required to pick up the cart and return it with the proper quantity of clean linen to match the attached packing slip. The cart must be returned to the designated site by 10:00AM the same day. A consolidated manifest is required for each delivery.

6. Contingency Service Plan

Contractors are required to have a contingency service plan to cover plant operation, delivery, and pick up of laundry during periods of disruption due to plant malfunction, labor disputes, natural disasters, or personnel shortages due to vacation, or sick leave. It is important that service not be disrupted. Contractor must be able to provide service to all LHH facilities listed herein as described in this document or covered by any subsequent scope modifications, regardless of labor levels at Contractor's plant. Please submit a written copy of your contingency service plan with your bid.

7. Ragout

- i) All linen deemed unserviceable by the vendor will be laundered, separated, and returned to the LHH in separate packaging for inspection and / or disposal. This linen should be packaged and identified as "ragout" so that the Laundry Supervisor, or designee will know that it is unserviceable. Contractor must submit a monthly ragout report by the fifth day of each month.
- ii) The report should identify the quantity of ragout by type of item laundered, and indicate the percent of ragout of each type of time. Submit report to Location Laundry Manager, and addresses to be provided.

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8. Stained Laundry to be Returned for Stain Removal

Any stained linen deemed by the location laundry supervisor or designee to still be serviceable, will be returned to the Contractor for special stain removal processing. Contractor must be able to deal with staining caused by these circumstances: overloading, controls malfunctioning, improper break temperature, improper bleaching, liquid bleach stock solution not strong enough, ph of bleach bath out of range, too much soil carried into the bleach bath, and insufficient souring of acid soluble stains.

9. Equipment and Staff

Contractor shall have adequate equipment and staff to launder, fold and wrap all linen, (cotton, cotton blend, or high density polyester filament barrier fabric), and will perform such procedures using proper techniques. Polyester barrier fabric will be washed and dried separately from cotton and cotton blend. Please attach proof of equipment and copies of procedures that will guarantee the above processing.

10. Linen Handling Instructions

- i) Fitted Sheets – are to be cleaned, dried, folded and kept separate from other items.
- ii) Snap Closures – Linen with snap closures should be separated by color and returned in a separate basket or cart. More than one color may be put in a basket or cart of like items, with the prior approval of the LHH Laundry Manager. Items with snap closures should not be sent through a mangle
- iii) Scrub Apparel – Scrubs are to be processed and sorted in such a way as to insure a wrinkle-free finish. All scrub tops, bottoms, surgical gowns and surgical sheets are to be folded individually and shipped separately from other hospital items.
- iv) Table linens for food service, in processed, are to be laundered and returned in separate packaging.
- v) Polyester barrier fabric should be washed and dried separately from cotton and cotton blend. (There are several barrier products in use, Each variety must be laundered and handled separately.)

11. Keep-Separate Handling

All LHH linen should be processed separately from other linen using “keep-separate” techniques. Some acceptable “keep-separate” techniques might be: washing and processing the LHH linen only at certain times of the day; washing the LHH linen in certain areas of the Contractor’s plant; identifying the LHH linen by color coding, etc. The LHH reserves the right to visit Contractor’s plant at any time to ensure that the Contractor is using the proper procedures to process the LHH linen separately from any and all other linen. Any day that the LHH representative finds other linen being

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laundered with the LHH, the LHH may penalize the Contractor by withholding payment for each day that such co-mingling of laundry is observed. Failure to execute "Keep-Separate" procedures will result in a liquidated damage of \$500.00 per day for every day the commingling is documented. Contractor agrees that this failure will result in LHH suffering actual damages that will be impractical or extremely difficult to determine, Contractor agrees that these liquidated damages are not a penalty, but are instead a reasonable estimate of the loss that LHH will insure based on Contractor's delay, established in light of the circumstances existing at the time of the Agreement was made Payment of any damages shall be via a debit memo. Contractor agrees that if Contractor does not pay LHH, LHH may deduct a sum representing the liquidated damages from any money due to Contractor, such deduction shall not be considered a penalty, but rather agreed monetary damages sustained by LHH because of Contractor delays.

12. Accuracy of Scales

All scales utilized at the contractor site shall be adjusted according to the requirements of the Department of Weights and Measures of that county and must have a current, valid seal affixed. Any copies any service provided and adjustments will be provided to the Contractor

13. Items Found in Laundry

Any hazardous items (sharps, etc.), personal items (billfolds, jewelry, glasses, dental devices, etc.), medical items (splints, etc), found in the soiled linen carts should be safely packaged and returned to the LHH promptly every day with a report and documentation. . Please describe your company's procedure for lost and found items, and attach the written procedure to your bid.

14. Health and Safety Procedures

Bidder must ensure that appropriate safeguards are in place to protect bidder's work force from injury. Please describe your company's health and safety policies and procedures with this bid.

15. Universal Body Substance Precautions

Soiled linen, including contaminated or isolation laundry, is to be laundered using Universal Body Substance Precautions. Poor soil removal is caused by; an incorrect formula being used, improper product usage, skipping formula operations, improper presorting, overloading the wash wheel, and controls malfunctioning. Please describe the laundering process used by your company that would deal with Universal Body Substance Precautions and submit with your bid

16. Ironing, Pressing, Folding, Bagging and Packaging.

The following articles shall be ironed with a flatwork ironer unless an alternate method of processing is designated by LHH

Pillow Slips  
Flat Sheets

Covers  
Hand Towels

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Surgical Towels                      Draw Sheets

The following articles shall be dried and folded only:

Bath Towels	Thermal Blankets
Fitted Sheets (unfolded)	Bed Spreads
Robes	PJ Bottoms and Tops
Wash Cloths	

The following articles shall be pressed and or finished with a cabinet steam processing device with press touch-up added if garment is unacceptable because of excessive wrinkling following steam process:

Doctor/ Lab Coats

Articles to be cleaned and dried:

Wet mops	Dust mops
Rags (dyed PINK)	

17. Mending and Patching Services

Contractor shall provide all mending and patching services necessary to keep linen and clothing in good wearing condition. Contractor shall return all items that may require mending or patching to the Laundry Manager, in a separate container, prior to mending or patching, for directions and approval. The ragout percentage can be lowered with proper and timely mending and patching.

- (a) All loose or torn seams, hems, edges and stitched area must be restitched using the highest standards of materials and workmanship
- (b) All buttons will be replaced when either broken or missing.
- (c) Spot removal treatment will be applied as needed
- (d) Patching of linen or clothing is acceptable subject, however, loose or lapped patching is not acceptable. The margin from the edge of the perimeter of the patch to the edge of the hole, tear, or stain will be a minimum of one inch.
- (e) Cost of sewing, mending, and repairing shall be factored in the price quoted.

18. Reports by Contractor – Monthly, Quarterly, and Annual

The Contractor shall submit monthly, quarterly, and annual reports indicating the item description, quantity, weight, and frequency of delivery for each cart. Reports should be delivered according to the following schedule:

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- a) Monthly Report – due by the fifth working day after the end of the preceding month.
- b) Quarterly Report – should be submitted every three months after the contract begins and should summarize the activity for the previous three-month period. The quarterly report is due by the fifth working day of the new quarter
- c) Annual Report – due by the end of the first 12 months of the contract term.

These reports should be presented on diskette, in Microsoft Excel or Word format, reports should be submitted to the assigned Laguna Honda Hospital Assistant Administrator, General Services Director, Location Laundry Manager

19. Other Required Submittals

- a) Please submit copies of all current local, state, federal and independent licenses, accreditations, professional organization memberships and inspection reports.
- b) Please submit a list of wash cycles and temperatures for various types of linen.
- c) Please submit a copy of policy and procedures which informs employees of universal laundry precautions and describe enforcement of these procedures
- d) Please submit a copy of your Policy and Procedures Manual, Operations Manual another data, which will help the LHH, verify that proper hospital laundry procedures are in place at your facility.
- e) Please submit a description of your company's plant capacity and current laundry volume as measure in pounds per day.
- f) Bidders must provide proof of compliance with Title 22, Standards for hospital laundry operations
- g) Please submit a copy of the procedure, time lines, and cleaning protocols, used for cleaning and sanitizing carts, hampers, and other equipment.
- h) Please submit a written copy of your contingency service plan. As outlined in paragraph 6.
- i) Please attach proof of equipment and copies of procedures that will guarantee the processing requirements as listed in paragraph 9
- j) Please provide detailed description of Contractor's procedure for lost and found items as outlined in paragraph 13.
- k) Please provide detailed description of Contractor's health and safety policies and procedures, as outlined in paragraph 14

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20. Required Test Reports

Bacteria Culture

The results of a monthly bacteria culture test of clean linen, delivery hampers, and delivery vehicles will be provided to the LHH by the fifth working day of the following month, indicating acceptable standards, test results and resolution if deficient. Included in the policy and procedure manual will be the method, minimum standards, and the name of the independent laboratory conducting the tests. These results are to be mailed or hand delivered to, all Location Laundry Managers.

International Fabricare Institute Laundry test piece reports shall be performed by the vendor on a monthly basis. The reports shall include whiteness, brightness, stains, bleach burns, spots, streaks, etc. Please attach policies and procedures that address your program in this area.

Current Census, 1060 residents/patients per day.  
 Current Linen use and Approximate Weights

NUMBER OF PIECES	Main Building	Clarendon Hall
PER DAY / PER ITEM		
Patient Gowns	2,612	308
Bed Spreads	868	162
Bath Towels	6,821	544
Flat Sheets	1,898	324
Draw Sheets	1,898	324
Laundry Bags	1,884	324
Wash Cloths	8,399	1,620
Blankets	956	162
PJ Bottoms	993	162
PJ Tops	487	88
Bed Pads (under)	6,124	790
Pillow Cases	1,947	298
Robes	100	0
PRODUCTION VOLUME	BY MONTH	AVERAGE LBS.
BY MONTH/AVERAGE BY DAY		PER DAY
Jan-05	633,389	21,296
Feb-05	602,131	21,816
Mar-05	670,324	21,254
Apr-05	655,293	21,866

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PRODUCTION VOLUME	BY MONTH	AVERAGE LBS.
BY MONTH/AVERAGE BY DAY		PER DAY
May-05	676,883	21,490
June-05	643,851	21,388
July-05	655,541	21,103
Aug-05	702,329	21,161
Sept-05	733,482	21,161
Oct-05	764,570	21,161
Nov-05	721,941	21,161
Dec-05	768,331	21,161
TOTAL LBS.	8,228,065	
AVERAGE LBS. PER MONTH	685,672.1	
EST. LBS. FOR YEAR (2006)	8,800,000	



