



UCDAVIS HEALTH SYSTEM

REQUEST FOR PROPOSAL LAUNDRY AND LINEN SERVICES **RFP#16-2016-JS**

Date Issued: September 27, 2016

***QUESTION DUE DATE: October 5, 2016**

Buyer Contact: James Schmitt

***SUBMITTAL DUE DATE: October 19, 2016**

Tel # (916) 734-3316

***By: 3:00 P.M., Pacific Time**

Fax # (916) 734-7791

E-mail: jhschmitt@ucdavis.edu

Return Response to:

Via email

Subject line: Laundry and Linen Services RFP#16-2016-JS

James Schmitt

Email: jhschmitt@ucdavis.edu

Purchasing Department
University of California, Davis, Health System
4800 2nd Avenue, Suite 3010
Sacramento, CA 95817

The University of California Davis, Medical Center Web address for downloading this
Document and any updates until the submittal due date is:

<http://www.ucdmc.ucdavis.edu/matmgt/>

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Deviations from specifications: Any deviation from the specifications shall be identified and fully described. The right is reserved to accept or reject quotations on each item separately, or as a whole, and to waive any irregularities in the quotation; irregularities may, however, render the quotation non-responsive.

Public disclosure: Responses to Become Public Records:
All materials submitted in response to this solicitation become a matter of public record and shall be regarded as public record.

Designation of Confidential Information:
The Regents will recognize as confidential only those elements in each response, which are trade secrets as that term is defined in the law of California and which are clearly marked as ‘TRADE SECRET,’ ‘CONFIDENTIAL,’ or ‘PROPRIETARY.’ Vague designations and blanket statements regarding entire pages or documents are insufficient and shall not bind The Regents to protect the designated matter from disclosure.

The California Public Records Act limits The Regents’ ability to withhold prequalification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that a Contractor does not want disclosed to the public or used by The Regents for any purpose other than evaluation of the Contractor’s eligibility, each sheet of such information must be marked with the designation “Confidential.” The Regents will notify the submitter of data so classified of any request to inspect such data so that the submitter will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.

The Regents Not Liable for Required Disclosure:
The Regents shall not in any way be liable or responsible for the disclosure of any records if they are not plainly marked ‘TRADE SECRET,’ ‘CONFIDENTIAL,’ or ‘PROPRIETARY,’ or if disclosure is required by law or by an order of the court.

I. INTRODUCTION

University of California at Davis Health System Profile

The University of California, Davis Health System (UCDHS) provides the organizational framework that enables the University of California, Davis to fulfill teaching, research, patient-care and public service missions. It consists of the School of Medicine (SOM), the UC Davis Medical Center (UCDMC), the UC Davis Medical Group and several specific centers, such as the UC Davis Cancer Center, the UC Davis Children's Hospital and the UC Davis M.I.N.D. Institute. Together they deliver primary, secondary and tertiary care throughout inland Northern California. The UC Davis Medical Group, the health system's physician network, includes over 500 physicians and 150 areas of medical specialty geographically dispersed in 25 locations.

UCDMC is one of five teaching hospitals operated by The Regents of the University of California. UCDMC is a 619-bed, fully accredited hospital, which serves as the main clinical education site for the UCD School of Medicine. Prior to its acquisition by The Regents in 1973, the hospital was owned and operated by Sacramento County and served as the primary provider of health care to Sacramento's medically indigent population.

UCDMC is the sole Level 1 trauma center serving the Sacramento-Sierra area and the primary tertiary care referral center for a 32-county area of more than five million residents. Each year UCDMC admits approximately 32,000 inpatients, while its 150-plus clinics log more than 828,000 outpatients and emergency visits.

UCDMC consists of the Medical Center with a Level I Trauma Center, as stated above, hospital campus based clinics, along with outlying clinics, known as the Patient Care Network (PCN).

Thank you for your interest in the University of California, Davis Medical Center. (UCDMC)

II. Scope of Work

The University of California, Davis Health System (UCDHS) is currently seeking proposals for commercial Laundry and Linen Services. The laundry that will be done by the chosen vendor consists of items such as blankets, bedding, towels, patient gowns, scrubs, and lab coats. Currently the incumbent vendor is washing mops that consist of items such as micro-fiber mops, string mops, dust mops, rags, and bonnet pads, which are used by our main hospital. This volume of business may not exist in the future as UC Davis looks into changing this practice of having mops washed commercially. The chosen vendor must meet all the criteria spelled out in this bid. As to the volume of this service, the recorded clean weight for hospital linens in August of 2016 is 326,616 pounds, and approximately 14,000 pounds of mop related linens.

The following criteria must be met by a vendor bidding on this service:

- # of day's linen is delivered per week – 7 days. This is due to storage capacity at UCD as well as the quantity of linen that UCD would have to purchase to have on hand for multiple days
- # of trucks used per day – 1 tractor, 2 trailers – it is suggested that a 53 foot trailer will be staged at UCD, and 48 ft. is needed for deliveries. However, similar trailers are acceptable if the product is picked-up and delivered according to the directions in this RFP, or as otherwise negotiated.
- # of times delivery is made per day – 2 deliveries – the vendor will pick up soiled linen twice. If the first truck is full, the second delivery is to pick-up the rest of the linen carts.
- # of trailers left at dock each day – 1 trailer is left at the dock for UCD to fill with soiled carts between deliveries (soiled storage area)
- Time of delivery – First delivery at 4:00 AM to 6:00AM. A second pick-up may be needed between 9 AM to 10 AM.

- Deliver/pick-up to two locations: Main Hospital, 2315 Stockton Blvd., Sacramento, CA 95817, and to the Ambulatory Care Center (ACC) at 4860 Y Street, Sacramento, CA 95817. (Drop off and pick-up locations are subject to change.)
- Vendor will provide bins/carts used for soiled linen and used to store linen in the linen room.
- New Linen – the chosen vendor will pick up at UCD warehouse located at 7301 14th Avenue, Sacramento, CA 98520. Pickup as requested, which is usually once a week or every other week, and transport linen to UCD, as needed.
- Vendor will provide a full time employee to be located at UCDCMC.

Note: The chosen vendor must be able to pick-up process, deliver and manage health care linen and mops in accordance with the Joint Commission (JACHO), Occupational Safety Health Administration (OSHA), all applicable federal, state and local laws, regulations and guidelines, and UCDHS's Policies and Procedures relating to linen, mops, and laundry management and the chosen vendor will provide to UC Davis linen quantities based upon accurate Par Levels, room inventories, orders, and/or patient census by facility. **Such cleaning standards will be written and agreed upon after consultation with UCDHS's Infection Prevention practitioners;**

III. BIDDER INQUIRES

Questions or requests for clarification regarding the RFP must be submitted to UC Davis Health System, James Schmitt, via email no later than October 5, 2016 by 3:00 pm PDT. Individual questions will not be answered directly to submitter. All questions submitted shall be responded to as an Addendum to this RFP. The addendum will be provided to each qualified responder of record and posted on the UCDHS Purchasing web site at: <http://www.ucdmc.ucdavis.edu/matmgt/>. The identity of the submitter of any particular question will not be disclosed. Inquiries and questions regarding this **RFP** will not be entertained after October 5, 2016. Answers will be posted at the above Purchasing web site by October 11, 2016.

James Schmitt, Procurement Manager
 UCDHS Purchasing Department
 4800 2nd Avenue, Suite 3010
 Sacramento, CA 95817
 Email: jhschmitt@ucdavis.edu
 Phone: (916) 734-3316
 FAX: (916) 734-7791

IV. PROPOSAL SUBMITTAL INSTRUCTIONS

All proposals submitted must be received in the UCDHS Purchasing Department no later than **3:00 PM PDT on October 19, 2016** VIA EMAIL to James Schmitt. NOTICE: UCDHS Purchasing Department will not accept proposal responses received after the due date and time. Please put "Laundry and Linen RFP" in the subject in your emailed response to jhschmitt@ucdavis.edu

V. TIMETABLE / DUE DATES

RFP release date	September 27, 2016
Bidder Questions due by	October 5, 2016
RFP Response due date	October 19, 2016
All responses are due not later than 1500 hours (3:00 PM) on October 19, 2016.	
Anticipated award date	To be determined
Anticipated start date of an awarded contract	December 1, 2016 or January 1, 2017

VI. PRE-QUALIFICATION QUESTIONS

NOTE: YOUR PROPOSAL RESPONSE MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION. FAILURE TO RESPOND TO ANY QUESTION MAY BE GROUNDS FOR DISQUALIFICATION. PLEASE REFER TO THE SECTION AND ITEM NUMBER (i.e. RESPONSE TO REQUIREMENTS) IN YOUR RESPONSE.

Mandatory

The following represents pre-qualification criteria. Responses of "NO" or that are incomplete and/or do not meet the University's expectations, basic requirements, and standards of performance may/shall be disqualified and the bid rejected. The University reserves the right to set the criteria for and make the determination independently in each case. **Please answer Yes or No to each numbered item.** All answers must be in the order of the questions listed herein, and properly identified. In the event Bidder has a conditional response, Bidder must supply additional information; otherwise, the question may be deemed as unanswered. Any questions deemed unanswered may result in the disqualification of Bidder. A conditional response is one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of this RFP. Alternate proposals will not be considered. An alternate proposal is defined as one which is submitted in addition to the bidder's primary response to the RFP. The successful Bidder shall be bound by the terms and conditions of the RFP, as it may be modified by Contract of the Parties. **Technical or Promotional materials may be referenced as attachments or appendices; however, such technical or promotional materials may NOT be used in lieu of answering any questions.**

Bidder agrees to the following: all terms will be binding and included in the final contract. Any conditions placed upon any of the following terms must be documented in Bidder's proposal and may or may not be accepted by UCDMC for the final contract.

1. Provide complete linen and laundry services to UCDHS including flat work, finish, and the like of a standard of quality and efficiency equal to service generally provided to UCDHS by Bidder and acceptable to UCDHS. Bidder is responsible for the day to day operations of Bidder for UCDHS and UCDHS's linen users. **Agree** ____ **YES** ____ **No.**
2. Comply with all applicable federal, state, and local laws, regulations and codes; the Joint Commission; the Occupational Safety and Health Administration (OSHA); Title XXII, and all other applicable requirements. Bidder shall comply with the recommended standards of the Textile Rental Services Association (if applicable); the Healthcare Laundry Accreditation Council, and the American Hospital Association. **Agree** ____ **YES** ____ **No.**
3. Designate and provide a customer service representative who will be a Linen Systems Manager(s) for the laundry/linen operations whose primary responsibility will be devoted to UCDHS. The Linen Systems Manager shall possess experience and expertise in laundry production, methods, and techniques and shall be made available to UCDHS and its facilities on a variable shift encompassing 40 hours per week, to provide prompt and daily support in laundry and linen operations. The Linen Systems Manager shall be approved by UCDHS, and shall actively participate in the linen committee meetings established at the main hospital, Sacramento, CA. This Linen Systems Manager must comply with all UCDHS policies and procedures for new employee hires, including, but not limited to, background checks, reference checks, proof of immunizations, and successfully passing a drug screen. The vendor must pay prevailing wage to this employee. **Agree** ____ **YES** ____ **No.**

4. Provide a software program to maintain utilization statistics and par levels (if required). Bidder shall provide comprehensive training to hospital personnel who will include par level management and the generation of utilization reports. Bidder shall be responsible for any hardware requirements that exceed UCDHS's existing hardware in the event hardware needs to be purchased to install and utilize Bidder's software. This software must pass the UCDMC IT software evaluation process. If the software is deemed to be unsafe for UCDMC, Bidder must utilize other acceptable software, at Bidder's expense. Such software will be installed within thirty (30) days of full implementation of the Linen and Laundry services program. **Agree** ____ **YES** ____ **No.**
5. Provide management reports to all facilities which detail linen utilization, associated costs, and provide benchmark measurements to plan to substantiate progress to management objectives for cost-savings. Reports will provide the information necessary to comply with all federal, state, and local regulations, including JACHO requirements. Bidder will provide UCDHS with a calculation of the actual poundage per patient day and adjusted patient day, where applicable, within thirty (30) days of receiving Patient Day information from the hospital and its facilities. Bidder and UCDHS will jointly agree to establish utilization benchmarks to reduce linen and laundry expenses. **Agree** ____ **YES** ____ **No.**
6. The Bidder must provide a list of chemicals used, and corresponding Material Safety Data Sheets (MSDS"). Bidder must be an industry leader and their facilities must reflect current and up-to-date equipment. The Bidder must allow inspections of the physical plant (or plants) by UCDHS personnel, to monitor health and safety procedures and laundry management practices. **Agree** ____ **YES** ____ **No.**
7. Bidder shall release and hold harmless UCDHS from any and all claims, liability, judgments, losses and expenses, including reasonable costs, collection expenses and attorney's fees, which Bidder may suffer as a result of a claim by any of Bidder's employee(s) for injury(s) suffered by Bidder's employee(s) while such employee(s) is in any of the UCDHS's facilities or vehicles. **Agree** ____ **YES** ____ **No.**
8. Venue and jurisdiction shall be exclusively in a Sacramento County, California Superior Court for any and all claims of loss or injury between UCDHS and Bidder. **Agree** ____ **YES** ____ **No.**
9. Recovery of reasonable attorney fees permitted by the final contract shall be conditioned upon the prevailing party's good faith participation in a mutually agreeable dispute resolution process. **Agree** ____ **YES** ____ **No.**
10. Neither party may assign or transfer the contract in whole or in part, by operation of law or otherwise, to any other person or entity without the expressed written consent of the other party. However, UC Health and the other four (4) UC hospital systems may use this RFP and resulting contract terms to enter into a contractual relationship with Bidder or any of Bidder's affiliates. **Agree** ____ **YES** ____ **No.**
11. Bidder agrees to a termination clause by UCDHS with (30) days' notice in the event of a material breach of the contract. A material breach includes: linen rejects greater than four (4) percent for three consecutive months of total linen delivered by Bidder's facility, linen fill rates less than ninety-five (95) percent for a period of three consecutive months; and/or a customer satisfaction score of less than eighty (80) percent over two consecutive measurement periods. **Agree** ____ **YES** ____ **No.**
12. Bidder agrees to provide a comprehensive implementation plan and implement full hospital linen and laundry services (to include janitorial linen, if different) within thirty (30) days after the contract has been

awarded. In the event the execution of the contract takes longer than the expected thirty (30) days, the parties shall engage in a Letter of Intent and Bidder shall fully implement said services for UCDHS during the pendency. **Agree** _____ **YES** _____ **No.**

13. The award of contract is also dependent upon review and approval of UCDHS's infection prevention practitioners. **Agree** _____ **YES** _____ **No.**

VII. PRICING AND TERM

The University desires to enter into an agreement with the successful Bidder of hospital laundry and linen services for a period of five (5) years. The anticipated commencement date is January 1, 2017 through December 31, 2021, with the potential of annual recurring renewals.

Bidder must present its best and final pricing, including a complete description any additional value Bidder will add. Bidder must fully complete the pricing proposal as Attachment 3 indicates.

VIII. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL

UCDHS may modify this RFP prior to the RFP due date by issuance of amendments sent by email, facsimile, overnight courier or mail to all vendors who receive a copy of this RFP from UCDHS. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFP. Any vendor who fails to receive such amendments shall not be relieved of any obligation under this quotation as submitted. SPECIFICATIONS OR RFP REQUIREMENTS MAY BE REVISED ONLY THROUGH WRITTEN NOTICE OF ADDENDUM ISSUED BY JAMES SCHMITT OR WILLIAM CORBETT, UNIVERSITY OF CALIFORNIA, DAVIS MEDICAL CENTER, PURCHASING DEPARTMENT. CHANGES BY ANY OTHER INDIVIDUAL ARE NOT AUTHORIZED.

IX. BASIS OF AWARD

In addition to the questions listed above in the RFP, Proposals will be evaluated using a two-tier evaluation. Responses shall initially be evaluated for factors listed in **Tier 1 Qualification Statement, Attachment 1**. To be eligible to advance to **Tier 2 Technical Proposal, Attachment 2** a Bidder must meet the minimum requirements and receive at least seventy (70%) of the available Tier 1 quality points. Those Bidders receiving less than (seventy) 70% of the total quality points in the Tier 1 evaluation shall be eliminated from further consideration. Qualified Bidders must also receive at least 70% of available points in the Tier 2 evaluation to be considered for award.

To determine the lowest cost per quality point, each Bidder's quoted fee, as specified in the **Cost Proposal, Attachment 3**, will be divided by the total quality points awarded to that particular Bidder's response for **Tier 2 Technical Proposal and, if necessary, vendor site inspections for the top two (2) or three (3) candidates**. More than one person may evaluate responses. If evaluated by two or more individuals, an average of all the quality points awarded per category will be used.

Site visits may be requested of 2 or more Bidders having the lowest cost per quality point scores. After the individual site visits are completed, if any, the cost per quality point will be re-calculated to include the points awarded in Tier 2.

The Bidder with the lowest cost per quality point shall be given the opportunity to enter into negotiations with UCDHS if the cost is within the project funding allotment and Bidder's proposal is in compliance with all terms and conditions expressed within this RFP document. If UCDHS and Bidder are unable to come to satisfactory terms, UCDHS reserves its right to pursue other alternatives, including, but not limited to, awarding the opportunity to

negotiate with the next lowest cost per quality point Bidder.

Responses that are incomplete, in that there has been failure to respond in all of the requested areas, may be disqualified. UCDHS reserves the right to set the criteria for and make this determination independently in each case.

UCDHS reserves the right to accept, reject or waive any irregularities in any proposal. UCDHS reserves the right to reject all responses received in response to this request.

The University of California Davis Health System (UCDHS) grants other University of California (UC) entities the right to acquire the properties and/or services from a resulting contract based on this competitively bid Request for Proposal (RFP). By submitting an RFP that results in a contract, the Contractor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other University of California entities. UCDHS will not be responsible for any problems or issues, which may arise between UC entities and the Contractor as a result of any sales and/or purchases made.

Termination due to Non-Funding. Bidder understands that the obligation of University to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by University ("Funding"), that in the event that through no action or inaction on the part of University, the Funding is withdrawn, University shall have the right to withdraw the RFP without damage, penalty, cost, or further obligation.

An agreement shall be entered into only after it has been determined that prices are reasonable. The University reserves the right to have the Bidder provide supporting documentation justifying Bidder's pricing and Bidder's ability to meet proposed University agreement obligations prior to issuance of an award or agreement. Any proposal that appears to have unrealistically low prices or other implausible terms may be rejected, in the University's sole discretion.

X. PROPOSAL CONDITIONS

1. Notwithstanding any other provision of the RFP, Bidders are hereby advised that this RFP is a solicitation of proposals only and is not to be construed as an offer to enter into any contract or agreement. Thus, UCDHS reserves the unqualified right to reject any or all proposals for any reason.
2. UCDHS shall have the unconditional and unqualified right to withdraw, cancel, or amend this RFP at any time. Bidders shall bear all costs associated with the preparation and furnishing of responses to this RFP. UCDHS, in its sole discretion, reserves the right to determine whether any Bidder meets the minimum qualification standards, to determine whether a proposal is responsive, and to select a proposal which best serves the health system's objectives. UCDHS reserves the right to negotiate a contract with the selected Bidder.
3. All proposals shall be firm for a period of 180 days following the proposal submission due date.
4. Responses to this RFP should be made according to the instructions contained herein. Failure to adhere to RFP instructions may be cause for rejection of the proposal. A proposal, which contains conditions or limitations set up by the Bidder, may be deemed irregular and subsequently rejected by UCDHS. There is no right to appeal.
5. False, incomplete, or unresponsive statements in the proposal response may be cause for its rejection. The evaluation and determination of the fulfillment of the RFP requirements will be UCDHS's responsibility and its judgment shall be final. There is no right to appeal.
6. UCDHS reserves the right to interpret or change any provision of this RFP at any time prior to the proposal submission date. Such interpretation or change shall be in the form of a written addendum to this RFP. Such addendum will become part of this RFP and any resultant contract. Such addendum shall be made available

to each company that has received an RFP. Should such addendum require additional information not previously requested, a Bidder's failure to address the requirements of such addendum in the proposal response might result in the proposal not being considered.

UCDHS has, at its sole discretion, the unconditional and unqualified right to determine that a time extension is required for submission of proposals, in which case, a written RFP addendum issued by UCDHS shall indicate the new submission date for proposals.

Prior to the final submission date, any Bidder may retrieve their proposal to make additions or alterations. Such retrieval, however, shall not extend the final submission date.

Bidders wishing to submit proposals in response to this request do so entirely at their own expense, and submission of a proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise.

7. **PUBLIC INFORMATION AND TRADE SECRETS**--The California Public Records Act limits UCDHS's ability to withhold pre-qualification and bid data to trade secrets or records, the disclosure of which is exempt or prohibited pursuant to federal or state law. If a submittal contains any trade secrets that Bidder does not want disclosed to the public or used by UCDHS for any purpose other than evaluation of the Bidder's eligibility, each sheet of such information must be marked with the designation "Confidential." UCDHS will notify the Bidder of any request, by another party, to inspect such confidential information. Bidder will have an opportunity to establish that such information is exempt from inspection in any proceeding to compel inspection.
8. All computer programs and data made available by UCDHS to Bidders hereunder shall remain the property of the UCDHS and shall be maintained, used, and disseminated in accordance with the California Information Practices Act of 1911, Civil code Sections 1798 through 1798.76, and the California Public Records Act, Government Code Section 6250 through 6260. All listings and all copies of listings that reveal names or identification numbers of individuals (i.e., employees, patients, etc.) shall be destroyed or returned to UCDHS.
9. Bidders may not distribute any announcement or news release regarding this RFP project without written approval by the University of California Davis Health System. Any materials to be provided to regulatory agencies, other entities, or to the public shall be submitted to the UCDHS for review and distribution unless otherwise directed by a UCDHS representative.
10. All agreements resulting from this RFP shall be construed and enforced in accordance with the laws of the State of California.
11. **Piggyback:** The University of California Davis Health System (UCDHS) grants other University of California (UC) entities the right to acquire the properties and/or services from a resulting contract based on this competitively bid Request for Proposal (RFP). By submitting an RFP that results in a contract, the Contractor agrees to make the same bid terms and price, exclusive of freight and transportation fees, available to other University of California entities. UCDHS will not be responsible for any problems or issues, which may arise between UC entities and the Contractor as a result of any sales and/or purchases made.

XI. TERMS AND CONDITIONS (this section is in conjunction with Attachment 4)

University of California, Davis Health System, Purchase Agreement, Standard University Terms and Conditions for Purchase and Privacy will be in effect for this engagement. The University of California Terms and Conditions are attached to this agreement.

Payments for University purchases for services for any future Agreement shall not be subject to any late or interest charges unless they are past 90 days.

As part of this agreement, the vendor must meet the insurance requirement outlined in the University of California Terms and Conditions. All of the required policies shall name the Regents of the University of California as an additional insured, shall be in a form as issued by an insurer approved by the UCDHS, and shall contain an endorsement requiring not less than thirty (30) days written notice to UCDHS prior to any cancellation or modification thereof. Thereafter, a certificate evidencing the renewal of each such policy shall be furnished to UCDHS at least ten (10) days prior to the expiration of the term of such policy. Failure to comply with this requirement may result in cancellation of any order resulting from this request for quotation and/or resulting contract(s).

Any order resulting from this Request for Proposal shall be subject to the examination and audit by the California State Auditor for a period of three years after final payment under this order. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the cost of administering the contract.

Supplier shall exercise extreme care and due diligence to prevent any action or conditions which could result in conflict with the best interest of the University and the UC Regents.

Throughout the term of any subsequent Agreement, Supplier shall not accept any employment or engage in any work, which creates a conflict of interest with the University or in any way compromises the work to be performed under this RFP or subsequent Agreement. Supplier and/or its employees shall not offer gifts, entertainment, payment, loans, or other gratuities or consideration to University employees, their families, other Suppliers, subcontractors, or other third (3rd) parties for the purpose of influencing such persons to act contrary to the University's interest or for personal gain. Supplier shall immediately notify the University of any and all such violations of this clause upon becoming aware of such violations.

XII. GENERAL INFORMATION / CERTIFICATION

The Bidder shall not maintain or provide racially segregated facilities for employees at any establishment under the Bidder's control. The Bidder agrees to adhere to the requirements set forth in Executive Orders 11246 and 11375, and with respect to activities occurring in the State of California, to the California Fair employment and Housing Act Government Code section 2900 et seq.). Expressly, the Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, medical condition, marital status, age, physical and mental handicap in regard to any position for which the employee or applicant for employment is qualified, or because he or she is a disabled veteran or veteran of the Vietnam era. The Bidder shall further specifically undertake an outreach effort in regards with the hiring, promotion and treatment of minority group persons, women, the handicapped, and disabled veterans and veterans of the Vietnam era. The Bidder shall communicate this policy in both English and Spanish to all people as concerned within its company, with outside recruiting services and the minority community at large. The Bidder shall provide the University, upon request, a breakdown of it labor force by groups, specifying the above characteristics within job categories, and shall discuss with the University its policies and practices relating to its programs.

Please complete the vendor contact information requested below:

Company Name _____
Federal Employer Identification # _____
Contact Person/Title- _____
Address _____

Telephone Number _____ Fax - _____

I certify that I am authorized to sign on behalf of the organization I represent for this offer, and agree to all terms and conditions described herein.

Authorized Signature

Date

Printed Name

ATTACHMENT 1
TIER 1
QUALIFICATION STATEMENT

YOUR PROPOSAL MUST INCLUDE A RESPONSE TO EVERY QUESTION AND SECTION THAT REQUESTS INFORMATION, REFER TO THE SECTION AND CORRESPONDING ITEM NUMBER.

Failure to provide the information necessary to fully evaluate the bid response may result in disqualification of the bid.

The Qualification Statement must contain a description of the Bidder's corporate qualifications, area of expertise, and prior experience with providing services similar to those described in this RFP, including, but not limited to the following:

1. Company Ownership and Management

- a. Company name:
Address:
Phone:
Fax:
E-mail:
Internet address:
- b. Provide names and titles of company principals.
- c. When was your company founded?
- d. Who owns the company? If a subsidiary of another company, please provide name and location of headquarters.
- e. Is your organization a corporation, partnership, LLC, or sole proprietorship, and of which State?
- f. Is your organization an Equal Opportunity Employer?
- g. Provide the name and title of the individual, telephone number, and e-mail address with whom to communicate with for this bid.

2. Company Organization and Staff

Identify by name all firm staff to be involved in the project as well as engaged in management/oversight. Provide profiles or resumes for all of these individuals. Please include a description of experience, qualification, and expertise that your company will provide.

Are your employee's members of any bargaining units? And if yes, what is the current termination date for the current contract(s).

Describe your company's hiring and employee selection and retention process.

3. The successful Bidder will perform all work. Subcontracting by the Bidder will not be allowed.

Assignment of contract will not be allowed.

4. References

Provide organization names and specific individual contacts for at least three similar customers you have that may furnish a reference. The references may be from current or prior clients. The references will be used as a basis for inquiry concerning the Bidder's quality of service. Furnishing incorrect and/or incomplete reference information may lead to bidder's elimination from consideration for award. The

decision to eliminate Bidder from consideration for award for poor reference checks or for incorrect and/or incomplete reference information shall be at the sole discretion of UCDHS and shall not be subject to appeal.

5. Conflict of Interest

Identify by name and University position any University officer, faculty member, or other employee who holds a position of director, officer, partner, trustee, manager, or employee in the Bidder's organization, as well as the name of any near relatives who are employed by the University.

Provide a statement of the total dollar amount of work performed for the University of California in the past twelve (12) months and listing of the campus(es) served.

The contract will not be awarded to any person, company, or corporation that has failed to perform in a satisfactory or faithful manner on any previous contract or purchase order with the University of California.

6. University Terms and Conditions

Please indicate your compliance with the University terms and conditions specified in the RFP, including the University of California Purchase Agreement.

7. Health Care Criminal Offense Exclusion

The Bidder certifies that neither the Bidder, nor its shareholders, members, directors, officers, agents, employees, servants, or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or state healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or state law (including without limitation a plea of nolo contendere or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or state healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misfeasance or malfeasance in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by an federal, state or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d), above. Each Party further agrees to notify the other Party immediately after the Party becomes aware that any of the foregoing representation and warranties may be inaccurate or may become incorrect.

Notification Requirements. Bidder shall notify UCDHS immediately in the event that (1) Bidder is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid, or another federal health care program; or (2) Bidder is excluded from participation in any federal health care program, including Medicare and Medicaid.

Termination. Hospital may terminate any resulting Agreement immediately in the event that (1) Bidder is convicted of a criminal offense related to health care and/or related to the provision of services paid for by Medicare, Medicaid or another federal health care program; or (2) Bidder is excluded from participation in any federal health care program, including Medicare and Medicaid.

ATTACHMENT 2
TIER 2
LOGISTICAL AND PROCEDURAL PROPOSAL AND QUESTIONS

Failure to provide the information necessary to fully evaluate the bid response and/or providing a response that is not customized to address the requested information may result in disqualification of the bid.

MANDATORY QUESTIONS

Please answer the questions below:

1. Describe your company's area of expertise and prior experience with laundry and linen service as specified in the RFP.
2. How many other contracts does your company have in Northern California?
3. What is the planned investment into your plant(s) that may service the UCDHS account(s) over the next five (5) years?
4. Do you anticipate, including having planned, the potential for any disruption in service at any of your plants that may service UCDHS account(s) in the next five (5) years?
5. In the event of an unforeseen event, emergency, or natural catastrophe to your facility/plant, describe your company's back-up plan to ensure UCDHS's supply of fresh clean linen is not disrupted.

Facilities

1. How many washing machines and dryers do you have? What are their individual capacities, and how old is each one?
2. Describe your operating capacity as it relates to servicing UCDCM. What is your total operating capacity in pounds per week?
3. Do you have plans to increase the number of washing machines and/or dryers? If yes, are you buying replacement or additional machines and when do you expect to purchase and have these machines available for daily use?
4. What is the age (in years) of your key equipment (washers, dryers, folders, etc.)? Please be as specific as you can.

Process and Protocol

1. Describe in detail your company's process to launder soiled linen from the time it enters your facility/plant until the time the linen is no longer soiled and completely ready for delivery. Be very specific.
2. Outline your pathogen control procedure/protocol.
3. How many delivery vehicles does your company have? Of that amount, how many will be used to pick-up and deliver product to UCDCM?

Quality control

1. What dashboards or scorecards do you provide to your hospital account to measure accountability of your organizations performance? What is the effect if you fail to meet your benchmarks?
2. Describe a recent linen and laundry quality improvement program implemented at the facility/plant you will use if you are selected as the bid winner? What was the purpose of the improvement? How was it measured? What is the outcome?
3. Describe your company's customer service measurement system.
4. Describe your "rag-out" process. How do you define rag-out, and who in the process makes the determination that a piece of laundry or linen is to be removed from circulation as a rag-out. What system do you have in place to ensure quality control for rag-out determination?
5. Describe in detail what you company does with all laundry and linen that is determined to be rag-out.
6. How is your hospital linen packaged for delivery?
7. Has your company ever failed a Joint Commission, Title 22, OSHA, DEH or textile industry standards inspection? If so, please describe each in detail and the outcome.

Inventory Management and Reporting

1. Explain how the par levels for each textile type will be determined. (for rental linens only)
2. How often are par levels adjusted? What is the criterion used to make that determination? (for rental linens only)
3. How often will physical inventories be conducted and for which items? Describe your loss charge process including cost of replacement calculations. (for rental linens only)
4. Describe your linen management program, including software functionality, in detail.
5. Provide a copy of each management utilization report available from your software system. Such reports must detail linen utilization, associated costs, and provide benchmark measurements to plan to substantiate progress to management objectives for cost savings.
6. Describe you utilization management software program and how will UCDCM personnel be trained on your system.
7. What utilization reports will be available on a daily, weekly, monthly, and yearly basis? Please provide samples and explanations of each report.
8. Describe your ability to recover, identify, and return any property of UCDCM, or any patient's property.

Linen Specifications

1. How is linen examined prior to delivery to UCDCM?
2. How are rejected linens handled by your company, and what is an acceptable rate of rejection?
3. Of the proposed rental hospital linens, who is the manufacturer and what criteria do you use to measure the standards of quality for all linens?
4. Will you work with UCDCM to choose the (rental) linen manufacturer and quality of linen?
5. Will your company issue a credit for UCDCM rejected linen within forty eight (48) hours of collection? What type of credit will be issued?

ATTACHMENT 3
COST PROPOSAL

All Bidders must provide two (2) separate cost proposals. One (1) must be related to customer owned goods (COG) that UCD already has in place, and one (1) must address all linens as a rental program to match the total level of volume as shown in Attachment 5, to this RFP. Failure to provide two separate and complete cost proposals will disqualify your bid. There is no right to appeal.

Additionally, each Bidder must include definitive pricing based on the following:

1. Vendor will bill UCDHS based upon clean dry weight and actual (not standard) pounds.
2. UCDHS has the right to audit your company's billing process at any time during the term of contract.
3. Please specify any and all ancillary charges, how these charges will be assessed, and by how much.
4. Please indicate if, when, and why energy surplus fees will be instituted and the amount of such fees.
5. Bidder will provide a detailed inventory listing of items upon each delivery, and will invoice each entity on a weekly basis.
6. Please indicated in detail what factors will be used to adjust pricing (if applicable) upward and downward, on an annual basis. Bidder expressly agrees that pricing will not exceed 2.5% of the previous year's pricing.
7. Net terms are thirty (30) days from receipt of undisputed invoices, with no fees or interest for untimely payment made before ninety (90) days, post receipt of an undisputed invoice.

Any fees that will be charged to UC Davis for this service must be documented in your cost proposal.

ATTACHMENT 4

University of California Terms and Conditions



ARTICLE 1 – GENERAL

The materials, supplies and/or services furnished by Supplier (together, the “Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub suppliers at any tier. No other terms or conditions will be binding upon the parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the materials and/or supplies (“Goods”), or the performance of all or any portion of the services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all of the Agreement’s terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement (“Initial Term”) will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC’s obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC (“Funding”). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time with not less than the number of days’ notice stated elsewhere in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the date UC provided Supplier with notice of termination or through the date that Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to supply the Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.

ARTICLE 3 – PAYMENT, EXTRA CHARGES, TAXES. UC will pay Supplier, upon submission of acceptable invoices, for Services rendered and accepted. All invoices must be itemized and reference the Agreement or PO number. UC will not pay cartage, shipping, packaging or boxing expenses, unless specified in the Agreement. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item. Any of Supplier’s expenses that UC agrees to reimburse will be reimbursed under UC’s Meal and Travel Expense Policy, which may be located by searching for G-28 at ucop.edu, or may be obtained upon request. Supplier will pay all contributions, taxes and premiums payable under federal, state and local laws

measured upon the payroll of employees engaged in providing Services under the Agreement, and all applicable, excise, transportation, privilege, occupational and other taxes applicable to the Services. Where applicable, Supplier will pay all sales and use taxes imposed on the Supplier.

ARTICLE 4 – INSPECTION. The Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, workmanship and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them without charge, or require delivery of such Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such items within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not again, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24 and 25 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier agrees that the Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Accessibility Requirements. Supplier warrants that:
 1. It complies with California and federal disabilities laws and regulations; and
 2. The Services will conform to the accessibility requirements of WCAG 2.0AA.

Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services.

- E. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right to use all intellectual property that will be needed to provide the Services.

- F. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS

A. Services Involving Work Made for Hire.

1. Unless UC indicates that the Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

B. Services Not Involving Work Made for Hire.

1. If the Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.

- C. General. Should the Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the

circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Services, or (ii) replace or otherwise modify the affected portion of the Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

ARTICLE 8 – INDEMNITY

Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

A. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

- | | |
|------------------------------------|--------------|
| 1. Each Occurrence | \$ 1,000,000 |
| Products/Completed Operations | |
| 2. Aggregate | \$ 2,000,000 |
| 3. Personal and Advertising Injury | \$ 1,000,000 |
| General Aggregate (Not applicable | |
| 4. to the Comprehensive Form) | \$ 2,000,000 |

B. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.

C. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Services to UC.)

D. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

E. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.

- f. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- g. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:
 1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
 2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL ACQUISITION REGULATIONS – COMMERCIAL GOODS AND SERVICES

Supplier who supplies commercial materials, supplies or services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely:

- A. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
- B. FAR 52.219-8, Utilization of Small Business Concerns;
- C. FAR 52.222-04, Contract Work Hours and Safety Standards Act;
- D. FAR 52.222-26, Equal Opportunity;
- E. FAR 52.222-35, Equal Opportunity for Veterans;
- F. FAR 52.222-36, Affirmative Action for Workers with Disabilities;
- G. FAR 52.222-37, Employment Reports on Veterans;
- H. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
- I. FAR 52.222-41, Service Contract Act of 1965;
- J. FAR 52.222-50, Combating Trafficking in Persons;
- K. FAR 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements;
- L. FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements;
- M. FAR 52.222-54, Employment Eligibility Verification;
- N. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations; and
- O. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.

In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:

1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);

2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will abide by 41 CFR

§§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **“This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.”** With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it

against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the performance of the Services; thereafter a start order for resumption of performing the Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be performed or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Services are being performed in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

While other terms in the Agreement apply to the furnishing of all types of Services, the terms in this Article have special application to the furnishing of Goods, and apply notwithstanding the terms in Article 33, Amendments:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.
- D. Changes. UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made equipment, materials, or supplies furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year.

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to seven (7) years after final payment under the Agreement. UC, and if the underlying grant or

cooperative agreement so provides, the other contracting party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of seven (7) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – CONFIDENTIALITY

Supplier will use its best efforts to keep confidential any information provided by UC and marked "Confidential Information," or any oral information conveyed to Supplier by UC and followed by a written communication within thirty (30) days that the information is Confidential Information. This non-disclosure provision will not apply to any of the following:

- A. Information which Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement;
- B. Is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier;
- C. Is obtained lawfully from a third party; or
- D. Is required to be disclosed under the California Public Records Act or legal process.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

ARTICLE 22 – ENVIRONMENTALLY PREFERABLE PRODUCTS

Supplier will use environmentally preferable products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Agreement. Information on environmentally preferable products and services is available at: <http://www.epa.gov/opptintr/epp/>.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.
- B. If Supplier is not an Applicable Large Employer (as defined above):
 1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "subsupplier" means a person or firm, of all tiers, that has a contract with Supplier or with a subsupplier to provide a portion of the Services. The term subsupplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and subsupplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1.

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any subsupplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement if there are insufficient funds remaining in the amounts due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 – FAIR WAGE/FAIR WORK

If the Services will be performed at one or more UC campuses and/or medical centers, do not involve furnishing goods, are not a Public Work with a wage determination at or above the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17), and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion.

For Services that exceed \$100,000 annually, Supplier will, a) at Supplier's expense, provide an annual independent audit performed by Supplier's independent auditor or independent internal audit department in compliance with UC's required audit standards and procedures (<http://insidepublicaccounting.com/newsletters/ipa-100-and-ipa-200/>), concerning Supplier's compliance with this provision, and b) ensure that in the case of a UC interim audit, its auditor makes available to UC its UC Fair Wage/Fair Work work papers for most recently audited time period. Supplier agrees to

provide UC with a UC Fair Wage/Fair Work certification annually, in a form acceptable to UC, no later than ninety days after each one year anniversary of the agreement's effective date, for the twelve months immediately preceding the anniversary date.

ARTICLE 26 – FORCE MAJEURE

Neither party will be liable for delays due to causes beyond the party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 27 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written approval. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 28 – NO THIRD-PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 29 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 30 – NOTICES

A party to the Agreement must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other party's representative at the address specified by such party.

ARTICLE 31 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 32 – WAIVER

Waiver or non-enforcement by either party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 33 – AMENDMENTS

The parties may make changes in the Services or otherwise amend the Agreement, but only by a writing signed by both parties' authorized representatives.

ARTICLE 34 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC campus is located or, where the procurement covers more than one campus or the Office of the President, the exclusive venue is Alameda County, California.

ARTICLE 35 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 36 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT AND PATENTS; INDEMNITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; CONFIDENTIALITY; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY and/or APPENDIX–BUSINESS ASSOCIATES.

UCDMC ARTICLE 1 – Medicare Books, Documents and Records. To the extent required by applicable law, Seller shall make available, upon written request from University, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Seller's books, documents and records. Seller shall preserve and make available such books, documents and records for a period of four (4) years after the end of the term of the Agreement. If Seller is requested to disclose books, documents or records pursuant to the Section for any purpose, Seller shall notify University of the nature and scope of such request, and Seller shall make available, upon written request of University, all such books, documents or records. If Seller carries out any of the duties of this Agreement through a subcontract with a related organization ("Subcontractor"), with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period. Such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the end of the term of such subcontract, the related organization shall make available, upon written request from the Secretary of Health and Human Services, or upon request by the University, Comptroller General of the United States, or any other duly authorized agent or representatives, the subcontract and Subcontractor's books, documents and records of such organization that are necessary to verify the nature and extent of such costs.

ATTACHMENT 5

<u>Linen</u>	<u>Total Number of Items</u>
Flat Sheet	14,358
Draw Sheet	6,583
Knitted Fitted Sheet	3,624
Pillow Case	14,299
Bath Blanket	12,464
Thermal Blanket	4,703
Bath Towel	12,382
Washcloth	14,803
Tie Gown	6,800
Angel Gown	1,240
Snap Gown	2,751
Disposable White Towel-Rag	2,390
PJ Pant	592
Underpad	1,628
Baby Blanket	2,890
Diaper	2,943
Crib Sheet	116
Baby Tee Shirt	159
PED Gown, Top Small	1,379
PED Gown, Top Medium	1,058
PED Gown, Top Large	448
PED PJ Pant/Bottom Small	989
PED PJ Pant/Bottom Medium	596
PED PJ Pant/Bottom Large	117
Gown Teen/Tween	1893
Sleeper Baby	31
Purple Gown	25
Yellow Isolation Gown	776
3 Arm Hole Gown	33