COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVE.
VENTURA, CA 93009-1080

REQUEST FOR PROPOSAL
#5786

for

Hospital Linen Services

Issued: June 22, 2015
Due: July 17, 2015
SECTION 1.0
GENERAL INFORMATION AND SCOPE OF WORK

This Request for Proposal (RFP) has been posted on the GSA Procurement website for your convenience. Addenda and attachments, if issued, are also posted. It is the Offeror’s responsibility to ensure that the entire RFP package, in its latest version, is reviewed prior to submittal of a proposal.

1.1 Introduction/Purpose

The County of Ventura (hereinafter referred to as County) invites your organization to submit a written proposal to provide Hospital Linen Services for the Ventura County Medical Center and Santa Paula Hospital, in accordance with the attached Terms and Conditions, and Instructions to Offerors which by this reference are made a part hereof.

Proposals shall be due no later than 3:00 p.m. on July 17, 2015.

Offerors shall be skilled and regularly engaged in the provision of medical linen services and have a minimum of 3 years of experience.

The County reserves the right to make an award 1) to a primary vendor for the entire contract; 2) by product type; 3) by geographical area, or any combination thereof, whichever is in the best interest of the County.

1.2 Background

Currently, these services are provided in-house. Available usage data is provided in Exhibit A.

The figures provided hereunder are based on the historical data available to the County at this time. There shall be no guarantee as to the actual number of products or services to be acquired by the County.

1.3 Pre-proposal Conference

A non-mandatory pre-proposal conference will be held at 9:00 a.m. on July 1, 2015, County of Ventura, Medical Center, 3291 Loma Vista Road, Ventura. Downstairs in the back of the Cafeteria, door on the left, Conference Room “B”.
SECTION 1.0
GENERAL INFORMATION AND SCOPE OF WORK

The purpose of this meeting is to clarify requirements and answer vendor questions. In order to provide comprehensive answers and minimize response time, Offerors are asked to submit questions in writing prior to this conference. Pre-proposal questions should be faxed, no later than July 17, 2015 to: Boyd Donavon, Assistant Purchasing Agent, boyd.donavon@ventura.org or (805) 654-3754.

1.5 Action Dates

The following is an outline of the anticipated schedule for the proposal review and contract award.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Request for Proposal (RFP)</td>
<td>June 22, 2015</td>
</tr>
<tr>
<td>Non-mandatory Pre-Proposal Conference</td>
<td>July 1, 2015</td>
</tr>
<tr>
<td>Last day for questions</td>
<td>July 10, 2015</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>July 17, 2015</td>
</tr>
<tr>
<td>Evaluation-award</td>
<td>July - August</td>
</tr>
<tr>
<td>Start Work</td>
<td>October 2015</td>
</tr>
</tbody>
</table>

The Contractor shall not commence work until a meeting between representatives of the contractor and the County of Ventura is held. The meeting will be held at a County of Ventura site, at a time and date to be established. The schedule set forth above is subject to change.

1.6 Questions Regarding RFP

All questions concerning this Proposal may be directed to Boyd Donavon, Assistant Purchasing Agent, boyd.donavon@ventura.org or (805) 654-3754.
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

2.1 Submittal Deadline

Completed proposals should be sealed and clearly marked: Request for Proposal #5786, for Hospital Linen Services, and must be delivered no later than 3:00, June 26, 2015 to:

County of Ventura
Hall of Administration/Lower Plaza
Procurement Services
800 S. Victoria Avenue
Ventura, Ca 93009-1080

Please submit one original, marked as “MASTER” and 4 [four] identical copies of the proposal. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.

If discrepancies are found between the copies, or between the original and copy or copies, the original “MASTER” will provide the basis for resolving such discrepancies. If one document is not clearly marked “MASTER”, the County reserves the right to use the original as the Master. If no document can be identified as an original, bearing original signatures, proposal may be rejected at the discretion of the County.

Offerors are allowed to submit more than one proposal with different methods of meeting the RFP requirements. When Offeror submits more than one proposal, one proposal shall be marked “Base Proposal” and the others shall be marked “Alternate Proposal 1, Alternate Proposal 2, etc.” Each base proposal and each alternate proposal shall be submitted in accordance with the terms and conditions of the RFP. The County will not furnish additional packages, but offeror may reproduce the RFP to submit alternate proposals.

Offerors are responsible for making certain their proposals are received by GSA-Procurement on or before the Proposal Submittal Deadline. The receiving time in GSA-Procurement (address above) will be the governing time for acceptability of proposals. No oral, telegraphic, electronic, facsimile, or telephone proposals or modifications will be considered.
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

2.2 Proposal Response

Offerors must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Offerors should keep copies of their submittals for future reference.

Offerors who do not wish to respond but who wish to be kept on the mailing list must return their proposal forms or a written response indicating "No Proposal". Include name and address of firm.

Offerors who fail to respond to proposal solicitations may be removed from the supplier mailing list.

2.3 Modification of Proposals

Any Offeror who wishes to make modifications to a proposal already received by the County must withdraw his proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Offeror’s authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Offeror to ensure that modified proposals are resubmitted before the Submittal Deadline.

Offerors may withdraw their proposals, at any time prior to the due date and time, by submitting notification of withdrawal signed by the offeror’s authorized agent.

Proposals cannot be changed or modified after the date and time designated for final receipt of all proposals.

2.4 Opening of Proposals

Proposals will not be opened publicly but a list of the names of Offerors submitting proposals will be available within a reasonable time after the Submittal Deadline. Proposals will be made public and may be inspected at the time of award.
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

2.5 Examination of the Request for Proposal

Offerors should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to offeror.

Offeror shall be presumed to be familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve offerors from any obligation with respect to this proposal.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for 120 calendar days from the due date unless otherwise qualified.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this section.

Please note: Some items require that the Offeror provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for rejection of a proposal.

Furthermore, proposals should be prepared in such a way as to provide a straightforward and concise discussion of the Offeror's ability to provide the services that can best satisfy the requirements herein and meet the needs of the County. Elaborate or unnecessarily lengthy responses and attachments are discouraged.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements and on completeness and clarity of content.

In order to facilitate evaluation and comparison, proposals should be submitted in the format described in this section. Format instructions must be adhered to; all requirements and requests for information must be addressed; all requested data must be supplied. Failure to comply with this
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

requirement may be cause for rejection.

Answer on 8 1/2" X 11" sheets. Assemble your proposal in the following order. Present your proposal response in the order that the items are listed, identifying each response by the number. Submit 1 (one) original and 4 (four) copies of your proposal. To conserve resources we ask that proposals be submitted on 30% post-consumer paper and be duplexed when possible.

a. **Cover Letter/Signature on Proposal**

A cover letter, which shall be considered an integral part of the proposal, shall be signed by individual(s) who is/are authorized to bind offeror(s) contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the firm.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with questions or contract issues. Include name(s), title(s), address(es), telephone number(s), fax number(s) and email address(es).

b. **Company Profile and Qualifications**

Offeror must provide a company profile. Information provided shall include:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Location of the office servicing any California account(s).
4. Provide the number, size, and location of your distribution facilities.
5. Number of employees both locally and nationally.
6. Location(s) from which employees will be assigned.
7. Name, address, and telephone number of the Offeror’s point of contact for a contract resulting from this RFP.
8. Company background/history establishing that Offeror is qualified to provide the services described in this RFP.
9. Length of time Offeror has been providing services described in this RFP. Please provide a brief description of such services.
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

10. Offeror’s Dun and Bradstreet number.
11. Offeror’s bank of record.

Offeror must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any past or pending civil or criminal litigation or investigations which involve the Offeror or in which the Offeror has been found guilty or liable. Failure to fully comply with the terms of this provision may disqualify any proposal. The County reserves the right to reject any proposal based upon the Offeror’s prior history with the County or with any other party, which conduct reveals, without limitation, Offeror’s prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones or other significant contractual failures.

c. Personnel Qualifications

Identify key personnel and their position within the organization.

Provide a resume detailing the experience, level of expertise and qualifications of the representative/manager and those individuals who will directly support and be involved in meeting the day to day requirements of the County.

If you plan to sub-contract work, you must indicate the name and address of each firm and the type of work or tasks they will perform. Identify the personnel to be assigned, their position, qualifications and representative experience.

d. Financial Statement

Offerors must provide a current financial statement or latest annual report. Offerors shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

e. References

Offerors should provide a minimum of three (3) references from current clients that are utilizing, or have utilized, similar services within the last three years. In addition include all local government
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

(Southern California) references. Information provided shall include:

1. Customer name;
2. Description of services provided;
3. Contract start and end date;
4. Dollar value;
5. Staff assigned to reference engagement that will be designated for work per this RFP (if applicable);
6. Customer project manager name and telephone number.

f. Offeror Understanding
Offerors may include an understanding of the County's needs or any other information, deemed necessary, which may not be required in any other section of the RFP.

g. Requirements
Offeror's response shall state on a point-by-point basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3). Address each item in the order given, identify each response by item number. Submit a full explanation of, and justification for, any exemptions or deviations.

h. Compliance with County Standard Contract Terms and Conditions
Successful Contractor will be required to enter into a written contract.

Offerors shall review the County’s standard contract in Section 4, which shall form the basis for any contract entered into hereunder.

Offerors must state approval of the standard contract, OR provide any comments/exceptions to this contract on a line-by-line basis.

For exceptions, address each item in the order given; identify each response by item number. Any comments/exceptions to this contract must be included in your proposal. Precise substitute wording must be offered in place of the paragraph objected to. It is not sufficient to state merely that an exception is noted to a particular paragraph.
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

Deviations considered excessive by the County may reduce or eliminate an Offeror.

PLEASE NOTE: The sample standard contract attached to this RFP is a template. Please do not attempt to insert missing information and complete the attached sample. Once a vendor is selected, Procurement will work with the selected vendor to draft a vendor-specific contract.

i. **Compensation**

Offeror shall provide a comprehensive print list. The County prefers a “per pound” all inclusive rate. Proposal pricing shall include everything necessary for completion and fulfillment of the contract. All other costs must be detailed.

No additional charges (e.g., for transportation, out-of-pocket expenses, etc.) will be allowed unless so specified herein.

j. **Payment Terms**

Customary terms are Net 30 for work performed. Offerors shall indicate their offered payment terms. Discount for payment in less than 30 days may be considered in the evaluation.

2.8 **Costs Incurred in Responding**

The County of Ventura will not pay any costs incurred in proposal preparation, presentation, demonstration or negotiation, nor does it commit to procure or contract for any services. All costs of proposal preparation shall be borne by the offeror. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will become the property of the County of Ventura when received by the County and may be considered public information under applicable law. The County assumes no liability for any costs incurred by offerors throughout the entire selection process.

2.9 **Addenda**

The County will issue written addenda to make changes, additions, or deletions to this solicitation. Oral communications regarding this RFP will...
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

NOT be valid or binding, nor excuse the successful Offeror of any obligations hereunder, unless set forth in writing by the County. Addenda will be sent to all known Offerors. Offerors must acknowledge and return all Addenda on or before the Proposal Submittal Deadline. It is the responsibility of each Offeror to ensure the County of Ventura has their correct business name and address on file. Any prospective Offeror who obtained a copy of the RFP documents from any other source other than the County is responsible for advising the Procurement division that they have said documents and wish to receive subsequent Addenda.

2.10 Nomenclatures

The terms “Successful Offeror, Successful Contractor, and Contractor” may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the (Agency) enters into a contract because of this solicitation.

The terms “Proposal/Solicitation/RFP” refer to all proposal documents and related addenda produced by the County and provided to prospective Offerors.

2.11 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made or the RFP is canceled, at which time all materials received will be made available to the public. Proposals received will be subject to Government Code §6250, the Public Information Act. Under the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded.

One exception, to this required disclosure, is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer’s competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer MUST specifically mark the pages of the response that contains the information.

The County will not honor any attempt by the Offeror to designate its entire
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

The proposal submitted in response to this RFP will be included as part of the final contract. Offerors are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by an offeror within the scope of this procurement shall be binding upon the offeror whether or not incorporated into a contract document. Failure of the vendor to fulfill any such commitment shall render the offeror liable for liquidated or other damages due the County under the terms of the Contract. For the purpose of this procurement, a commitment by an offeror includes:

- Any modification of, or affirmation or representation as to the above, which is made by an offeror in or during the course of negotiation.
- Any representation by an offeror in a proposal, supporting document, or negotiations subsequent thereto as to services to be performed, regardless of the fact that the duration of such commitment may exceed the duration of the contract.

2.13 Proposal Validation/Evaluation/Award

a. Validation

Proposals will be checked for the information required to conform with this RFP. Absence of required information may be cause for rejection.

b. Evaluation

The successful offeror shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

The offeror’s background, experience, and stability of their firm will be assessed. The evaluation will focus on the firm’s record...
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

of successful service and support to accounts of comparable size and environment. The ability of the offeror will be evaluated in terms of technical resources, staffing, staff experience and facilities.

Client references will be contacted and their responses will become a part of the award/review process.

2. Compliance with Contract Terms and Conditions

3. Requirement/Specifications

The ability to meet the requirements/specifications outlined herein.

4. Cost

The Proposals will be evaluated on the basis of the offeror’s reasonableness of cost.

c. Award

Award will be made to the Offeror offering the most advantageous proposal after considerations of all evaluation criteria set forth herein. The criteria are not listed in any order of preference. An Evaluation Committee will be established by the County. The Committee will evaluate all proposals received in accordance with the evaluation criteria.

The Evaluation Committee may also contact and evaluate the Offeror’s and subcontractor’s references; contact any Offeror to clarify any response; contact any current users of an Offeror’s services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

The County reserves the right to establish weight factors that will be
applied to the criteria depending upon order of importance. Weight factors and summary of evaluation scores will not be released until after award of proposal. The County shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the County after all factors have been evaluated.

While the County intends to enter a contract for these services, it will not be bound to do so. The County reserves the right to reject any or all proposals.

The County shall be the sole judge of the successful offers hereunder. The County reserves the right to award a contract to other than the offeror submitting the lowest total price and to negotiate with any or all Offerors. Offerors are advised that it is possible that an award may be made without discussion or any contact concerning the proposals received. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint, which the vendor can submit to the County. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful Offeror. A Notification of Intent to Award may be sent to any Offeror selected. Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Offerors unless an agreement is reached. If contract negotiations cannot be concluded successfully, the County may negotiate with the next highest scoring Offeror or withdraw the RFP.

The County Board of Supervisors must approve all contracts resulting from this Request for Proposal if services exceed $100,000.

2.14 **Presentations**

Offerors may be invited to make oral presentations to County personnel.

2.15 **Site Visits**
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

The County reserves the right to schedule site visits to offeror’s facilities or a current operational site in order to assess the capability and ability of the offeror to fulfill the contract.

2.16 Additional information

If during the evaluation process, the County is unable to determine an offeror’s ability to perform, the County has the option of requesting any additional information which the County deems necessary to determine the offeror’s ability. The offeror will be notified and permitted five working days to comply with any such request.

2.17 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, the County may reject the proposal; however, the County may, at its sole option, correct any arithmetical errors in price.

The County may waive any immaterial deviation or defect in a proposal. The County’s waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the offeror from full compliance with the RFP requirements, if awarded a contract.

2.18 Rejection of Proposals

County reserves the right to reject the proposal of any offeror who:

- Previously failed to perform adequately for County or any other governmental agency within the previous twelve (12) months.
- submits false, incomplete, or unresponsive statements in a proposal;
- is in default on the payment of taxes, licenses or other monies due County;
- Containing errors or discrepancies.

2.19 Cancellation of RFP

The County reserves the right to cancel this solicitation at any time, prior to the submittal deadline.
SECTION 2.0
INSTRUCTIONS TO OFFERORS/RULES GOVERNING COMPETITION

2.20 Protest Procedures

To be considered, protests must be made in writing, signed by Offeror’s authorized representative, and delivered to the Ventura County Procurement Services Manager, GSA/Procurement, 800 S. Victoria Ave., Ventura, CA 93009-1080.

The following conditions apply to proposal protest:

a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions or any other aspects of the solicitation must be made before the Proposal Submittal Deadline.

b. After Proposal Submittal Deadline. Protest of award must be made, by Offeror, no later than five (5) calendar days after the aggrieved party knows, or could have known, the facts giving rise to the protest. All protests must include the following information:

1) The name, address, and telephone number of the protestor;

2) The signature of the protestor, or protestor’s authorized representative;

3) The solicitation or contract number; and

4) A detail statement of the legal and/or factual grounds for the protest.

The Procurement Services Manager reserves the right to refuse to hear protestors who have not followed the above procedures.
SECTION 3.0
REQUIREMENTS/SPECIFICATIONS

The requirements described herein are considered reasonable to meet the County’s needs. Offerors having alternate solutions, to meet these needs, may, after responding to the minimum requirements hereunder, offer alternate proposals for consideration by the County.

3.1 **Scope of Work**

Contractor will provide all labor, supervision, materials, equipment and equipment maintenance, transportation, supplies and incidentals to provide linens, pick-up soiled linens, launder, and deliver to the following locations:

- **Ventura County Medical Center**
  - 3291 Loma Vista Road
  - Ventura, CA 93003

- **Santa Paula Hospital**
  - 825 N. Tenth Street
  - Santa Paula, CA 93061

- **In-Patient Psychiatric Facility**
  - 3291 Loma Vista Rd
  - Ventura, CA 93003

- **Physical Therapy**
  - 2189 Eastman Ave
  - Ventura, CA 93003

- **AFMC**
  - 3291 Loma Vista Rd
  - Ventura, CA 93003

Services include delivery to the specific department floors. Linens must be provided in appropriate marked linen carts.

Containers for soiled linen must also be provided, including bio-hazard. Containers shall be located in a central area of each hospital.

Linen collection bags and containers must be able to contain wet or soiled linen, preventing contamination and must be impervious to eliminate microbial contamination onto the environment. Linen carts must have solid bottoms and must have cart covers.

Contractor must replace linen hampers as they become unusable. Contractor shall ensure delivery carts are clean, sanitized and mechanically functional (wheels functional with two wheels lockable or stationary).
Contractor must participate in any and all inspections required by facilities regulatory agencies (OSHA, Joint Commission, CMS etc…) including HCA facilities and vendor facilities.

In narrative format please provide a detailed description that clearly defines scope of services, handling materials, and linen products your firm is proposing for the achievement of the County’s intended Scope of Work.

3.2 Deliveries

Contractor must be able to provide a 100% fill rate for each scheduled delivery date. Failure to meet the fill rates could result in termination of services.

All required soiled linen will be ready for pick up and processing as needed to fill par levels on a daily basis. Two soiled linen pick-ups per day.

Delivery of clean linens should start as close to 5:00 a.m. as possible, but not before.

Contractor must be able to accept order changes up to 2:00 P.M., Pacific Daylight Saving/Standard Time, one business day prior to delivery.

Contractor must return all property, patient or Hospital property (toys, cubicle curtains, patient or County owned-garments, etc.) that are discovered during laundering process with next delivery.

Indicate your firm’s fill-rate. If less than 100%, specify the fill rate and explain how you can, or will, achieve 100%.

Describe your company’s capability to deliver 365 days per year and the process for submitting changes.

Describe any additional delivery options available, or recommended to the County, to achieve additional savings or reduce environmental impact.
SECTION 3.0
REQUIREMENTS/SPECIFICATIONS

3.2 **Term**

Contract term shall be for an initial period of 3 years, with the option to renew for two additional one-year periods, upon mutual agreement. Prices must remain firm for the initial contract period.

Any requests for reasonable price adjustments must be submitted 90 days (ninety) days prior to the contract annual anniversary date. Requests for adjustments in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change.

Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this project as thereby affected and Contractor will relieve the County of any further obligation therefore.

**Indicate acceptance or give alternate.**

3.3 **Implementation**

As stated in section 1, services are currently provided in-house, as such services will need to be transitioned to the new provider. Additionally, the County owns a variety of linen items and emergency supplies are maintained at both hospitals. Contractor must keep available an emergency supply inventory for both facilities.

Current emergency supply for VCMC is 3 days (Joint Commission) 36 dozen of each item:

1) Blankets
2) Flat sheets
3) Bath Towels
4) IV-Telemetry Gowns
5) Baby T-Shirts;

Supply for SPH is 3 days – 3 dozen of each item.
Offerors must provide detailed project/implementation plan describing the methodology to transition the services in a timely, orderly, and least disruptive manner. Explain in detail recognition of potential difficulties in the implementation of this contract, outline specific examples of problems that might occur and the approach of the Contractor in providing solutions to them. The plan must address the existing inventory and how best to incorporate it into the new contract and must also address the emergency stock requirements.

3.4 Products

Offeror must propose and maintain, for the term of the contract, the complete product line identified in this section. Preference will be given to Offerors who can provide the most comprehensive product mix, including the items listed below.

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Specifications</th>
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<tbody>
<tr>
<td>Sheet, hospital standard</td>
<td></td>
</tr>
<tr>
<td>Wash cloth</td>
<td></td>
</tr>
<tr>
<td>Baby t-shirt</td>
<td></td>
</tr>
<tr>
<td>Nursing gown</td>
<td></td>
</tr>
<tr>
<td>Surgery towel</td>
<td></td>
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<tr>
<td>Sheet, contour fitted</td>
<td></td>
</tr>
<tr>
<td>Sheet, contour fitted, tear resistant</td>
<td></td>
</tr>
<tr>
<td>(IPU only)</td>
<td></td>
</tr>
<tr>
<td>Blanket, bath cotton</td>
<td></td>
</tr>
<tr>
<td>Crib sheet</td>
<td></td>
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<tr>
<td>Pediatric gown</td>
<td></td>
</tr>
<tr>
<td>Baby blanket</td>
<td></td>
</tr>
<tr>
<td>PJ Pant – Adult</td>
<td></td>
</tr>
<tr>
<td>PJ Pant – Adult – elastic waist. Required by IPU. Sizes LG, XL, 2XL, 3XL, 5XL</td>
<td></td>
</tr>
<tr>
<td>PJ Top – Adult</td>
<td></td>
</tr>
<tr>
<td>PJ Top – Adult – Snap tops. IPU only.</td>
<td></td>
</tr>
<tr>
<td>Pillowcase</td>
<td></td>
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</tbody>
</table>
SECTION 3.0 REQUIREMENTS/SPECIFICATIONS

<table>
<thead>
<tr>
<th>Specialty items: Apron, curtains, lab coats, dietary coats, MD lab coats, (which require pressing)</th>
</tr>
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<tbody>
<tr>
<td>Provide a list of available products through your firm. Provide the product specifications for each line item.</td>
</tr>
</tbody>
</table>

### 3.5 Delivery Documentation

Contractor shall provide the County with delivery confirmation. Contractor must provide documentation with each delivery demonstrating the correct number of laundered items delivered. Each delivery cart must be identified with a delivery sheet specifying the exact number laundered items contained in each cart. This information is to be provided on every delivery-no exceptions.

For audit purposes, Contractor shall provide delivery sheets and weekly history reports to the County. Invoices that do not include backup documentation may not be paid until proper documentation is provided.

Carts are to be numbered and labeled with accurate weight. A manifest shall accurately reflect cart content, both in weight, type and quality of
SECTION 3.0
REQUIREMENTS/SPECIFICATIONS

linen. All clean linens are to be covered.

Carts are to be numbered and labeled with accurate weight, and the department that carts will be delivered to.

Describe, in detail, how deliveries are documented and presented to the County. Provide sample delivery ticket or copy of other documentation methods used.

3.6 Rejected deliveries

Linens that are defective or have been insufficiently processed and or mishandled during delivery, including but not limited to: soiled linen, torn linen, incomplete removal of particulate soil and stains, excessively wrinkled linen, improperly folded linen and linen stamped/labeled with another facilities name, will be rejected and replaced by Contractor at no charge to the County.

Contractor be responsible for inspecting, removing and replacing all substandard linen at Contractor’s facility and prior to delivery. Any substandard linen delivered will be rejected and returned to Contractor for full credit. The County will have sole discretion of what constitutes substandard linen.

All emergency deliveries due to the failure of the Contractor to provide the specified quantities or service shall be provided by Contractor at no additional cost and on the same day as the call is received.

Defective and/or insufficiently processed or mishandled linen shall be kept to less than 3% of each daily delivery. Failure on the part of the Contractor to comply shall be treated as a breach of the contract and may result in the cancellation of the contract.

All laundry replacement or processing of laundry required in order to meet the performance standard of less than 3% per day must be reprocessed at the sole expense of the Respondent. VCMC/SPH will not accept or pay invoices for replacement, re-washing or reprocessing due to Respondent’s inability to properly complete its tasks.

Describe your plan and process for avoiding and managing rejected
SECTION 3.0
REQUIREMENTS/SPECIFICATIONS

deliveries.

3.7 Par Levels

Contractor shall continuously work with County staff to establish appropriate par levels for each unit delivered.

Contractor must establish par levels of linen for each facility, par levels must be met on a daily basis. Contractor shall provide daily electronic reporting to confirm expectation is being met. Contractor shall notify VCMC/SPH if linen par levels cannot be met prior of delivery time and provide resolution.

Contractor must be able to provide VCMC/SPH with a linen management software program for managing the PAR/LINEN Departments at no cost to VCMC/SPH.

Describe the plan and process relative to par levels. How do you deal with low use? i.e. The daily delivery is not made or only a partial load is required due to low use. How is unused linen accounted for and verified? How are changes documented and validated?

3.8 Inventory

Contractor must provide County thirty (30) day-notice for any inventory and audit cycle counts.

Contractor shall provide labor to conduct semi-annual circulating linen inventory as part of this program.

Describe your inventory procedures and County responsibilities, if any.

3.9 Training

Contractor will provide in-service training on linen loss prevention, linen utilization and other topics, such as new products, as may be appropriate.

Describe training offered, frequency and methodology used (on-line, on-site, etc.)
3.10 Standards

Contractor must, be familiar with and, process linen in accordance with ANSI standards for the processing of reusable textiles for the use in a healthcare facility.

Contractor must, be familiar with and, process linens in accordance with the CDC guidelines for environmental infection control in health care facilities and should be familiar with the recommendations of the CDC and the Healthcare infectious Prevention practices of the Infectious Prevention Committee.

Contractor shall have current certifications and accreditations consistent with the industry standard for the healthcare rental programs and for their laundry processing services.

The wash process and must ensure that linens become hygienically clean and must be washed at a minimum of 160 degrees Fahrenheit.

Contractor shall train its personnel in the procedures required for handling and processing infectious and contaminated soiled linens. Contractor shall, upon request, provide verification that employees have been trained in these procedures.

Contractor’s employees should be trained on topics relevant to Blood borne Pathogens Exposure Controls including but not limited to:

a. personal hygiene and proper hand washing and hand hygiene;

b. use of PPE including but not limited to, gloves, masks, gowns, laboratory coats;

c. work place practices and engineering controls to minimize the risk of exposure to blood or OPIM;

d. orientation on facility’s exposure control program, and;

e. post exposure procedures, including immediate action, treatment,
SECTION 3.0 REQUIREMENTS/SPECIFICATIONS

follow-up and record keeping.

All linens have been treated to a point where the biological contaminants have been removed and are free of pathogens that could cause human illness.

Respondent shall dry the clean healthcare linen in a manner that preserves the integrity of the linen and minimizes microbial growth after washing.

Linen processing cycle shall have documented quality control procedures implemented to ensure the cleanliness and serviceability of the linen and with quality standards to ensure maximum safety and comfort for patients.

All clean and soiled linens shall be kept in separate and not be transported in the same vehicle at the same time.

If linen becomes soiled in stage of the cleaning, drying, ironing, folding, packaging, or transporting process, the linen must be rewashed.

County staff will conduct two (2) unannounced facility inspections per year and will report findings to the Infectious Prevention Committee.

Indicate your current certifications and accreditations. Indicate how your firm keeps current with the various regulatory agency cleaning standards/requirements.

Also indicate what notifications/bulletins your firm will provide to the County for the same purpose.

3.11 Environmental Purchasing Policy

a. It is the policy of the County of Ventura to purchase and use recycled products and environmentally preferable products whenever possible. The County of Ventura will favorably consider the selection of recycled-content and renewable materials, products and supplies over their non-recycled-content and non-renewable alternatives in cases where availability, fitness, health, operational efficiency, quality, safety, and price of the recycled product is otherwise equal
to, or better than, the non-recycled-content and/or non-renewable alternative.

Recycled commodities means items that meet Environmental Protection Agency’s (EPA) Comprehensive Procurement Guidelines (CPG). These can be located at http://www.epa.gov.cpg.product.htm.

"Recycled Material" means material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Post-Consumer Recycled Material" means material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Environmentally preferable products" means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.

The supplier shall report the total dollar and unit volume of recycled and non-recycled products supplied to each County department during the fiscal year. This report shall be submitted each year, for the fiscal year ending June 30th, no later than September 30th.

SECTION 3.0 REQUIREMENTS/SPECIFICATIONS

Where applicable, goods provided under this contract meet either EPEAT silver/gold certifications as defined by the EPEAT website, go to the following link for a list of products certified as silver/gold http://www.epeat.net/.

c. Source Reduction is an important part of any sustainable green procurement program. Source reduction includes: the reduction of packaging, using recycled content in/for packaging, and/or use packaging that is recyclable.

Describe the procedure your firm would use or implement to fulfill the requirements/goals in this section. For item c., at minimum, provide information regarding your firm’s green procurement initiatives relative to the County’s sustainability efforts. Identify what your company, and/or your suppliers are doing to reduce waste, increasing recycling efforts and protect the environment.

3.12 Customer Service / Account Representation

Contractor must provide customer service support during normal business hours. Contractor should have sufficient trained personnel available to handle requests in a timely manner. Service complaints / concerns be must responded to within 24-hours of the reported service issue. Contractor must follow up with County staff until the service issue has been resolved to end user’s satisfaction.

Describe in detail your customer service plan for this contract. Will the County have an assigned service representative?

3.13. Business Continuity Plan

Offerer must have a documented written contingency plan that details step-by-step procedures in the event of an emergency. The contingency plan must provide for uninterrupted operations and services in the event of any occurrence potentially leading to serious disruption of facility operations. Such disruptions may include, but is not limited to, loss of utilities, medical emergencies, disasters, inclement weather, work stoppage, or major accidents. The contingency plan shall include the following components: plant and transportation contingency protocol,
SECTION 3.0 REQUIREMENTS/SPECIFICATIONS

telephone call chain and list of backup facilities.

Contractor shall have written agreements in place with one or more alternate laundry facilities, detailing when and how these facilities will process textiles in an emergency.

Contractor shall have written agreements in place with one or more alternate transportation providers detailing the response time and services provided.

Please describe your firm’s Business Continuity Plan. Explain how your firm has prepared to continue operations, and service/product delivery, in the event of an unforeseen emergency. Also, explain how your firm will provide assistance to the County should County operations be impacted by an unforeseen emergency. Provide documentation of written agreements with alternate laundry facilities and transportation providers.

3.14 Permits

Unless otherwise provided herein, Contractor shall at his expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Indicate acceptance or give alternate.

3.15 Insurance Requirements

Successful Offeror shall acquire and maintain at his/her own expense all insurance described in RFP Section 4, Item 11.

3.16 Non-Collusion

If there is reason to believe that collusion exists among the Offerors, the County may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm or corporation that has submitted a sub-proposal to an Offeror, or who has quoted prices on materials to an Offeror, is not thereby disqualified from...
submitting a sub-proposal or quoting prices to other Offerors.

Indicate compliance by submitting, with your proposal, an executed Non-Collusion Affidavit – ATTACHMENT B.

3.17 Living Wage

The County of Ventura Board of Supervisors passed and adopted “Living Wage Ordinance” No. 4233 on April 24, 2001. On June 5, 2001 the Board passed and adopted an ordinance amending Ordinance 4233.

As a result, this proposal and any resulting contract are subject to the County of Ventura Living Wage Ordinance. The Ordinance requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in Sec.4952(f). Misrepresentation during the procurement or contracting process in order to secure the contract will disqualify an offeror or contractor from further consideration in the procurement or contracting process. Failure to comply once a contract has been awarded will constitute a material breach of the contract and may result, among other things, in the suspension or termination of the affected contract and debarment from future County contracting opportunities for a period not to exceed three years.


All offerors must include a signed Declaration of Compliance, Attachment “B”, with their proposal, or they may be deemed non-responsive, resulting in disqualification from the competitive solicitation process. Offerors may request consideration of exemption by completing an Offeror/Contractor Application for Exemption, Attachment “C”.

A Living Wage Ordinance Checklist for County Contractors Responding to an RFP is attached and labeled as Attachment “D”. Note: The checklist is only included as a guide for offerors.
3.17 **Exclusivity**

The County is under no obligation to request, utilize or employ any certain extent or number of services, nor is the County restricted, by reason of this contract, from employing personnel for County’s incidental needs by contracting with other contractors/suppliers.

*Indicate your acceptance or modification.*
This contract entered into this ______ day of _____________, 20__, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County" and ________________________________, hereinafter called "Contractor." 

W I T N E S E T H

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance NO. 4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, the County issued the (Insert contract name here) Request for Proposal #____ (hereinafter referred also as ‘RFP’) to determine the most qualified contractor for such services for County; and

WHEREAS the Contractor submitted a proposal dated (insert date of proposal here), in response to the RFP (hereinafter referred also as "Contractor’s Proposal"), to provide services to County;

WHEREAS, the County determined, through competitive solicitation and careful review of submitted proposals, that the Contractor’s Proposal best meets the need of the County for (Insert contract name here) and that it is necessary and desirable that Contractor be engaged by County for the purpose of providing (Insert contract name here) Services and related services hereinafter described; and

WHEREAS the County and the Contractor are willing to enter into a (Insert contract name here) Contract in accordance with the RFP, the Contractor’s response thereto, which by this reference are incorporated, though not attached, and the terms and conditions contained herein;

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing (Insert contract name here) services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by Contractor
In consideration of the payments hereinafter set forth, Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to Contractor in the manner specified in Exhibit A.

3. **TERM**

Per RFP document.

4. **RESPONSIBILITY OF CONTRACTOR**

The Contractor shall, prior to start of any work awarded hereby, secure at Contractor’s own expense all persons, employees and equipment required to perform the contract requirements. Contractor will be held fully responsible for performance of any subcontractors.

5. **WARRANTIES**

Contractor shall warrant and represent that:

a. its work hereunder shall be of professional quality and performed consistent with generally accepted industry standards.

b. there exists no actual or potential conflict of interest concerning the services to be performed under this contract. Contractor represents that performance under this contract does not require the breach of any contract or obligation to keep in confidence the proprietary information of another party.

6. **INDEPENDENT CONTRACTOR**
No relationship of employer and employee is created by this contract, it being understood that Contractor is an independent contractor, and neither Contractor nor any of the persons performing services for Contractor pursuant to this contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Contractor in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Contractor will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the County of Ventura from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this contract.

7. NON-ASSIGNABILITY
Contractor will not assign this contract or any portion thereof, to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this contract.

8. **Termination**

The County shall be able to cancel the contract, without penalty to the County, as follows:

a. County's obligation hereunder will be limited to the funds appropriated by the Board of Supervisors for this purpose for each fiscal year in which this contract is in effect. In the event that the Board of Supervisors fails to so appropriate said funds; County's obligation hereunder will terminate at the end of the fiscal year for which funds were appropriated or at the end of the contract term, whichever occurs first.

b. The County may terminate this contract under the provisions of, "Rights and Remedies of County for Default" paragraph for cause.

c. The County at its sole option may terminate this contract upon thirty (30) days written notice with or without cause. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. On completion or termination of this contract, County shall be entitled to immediate possession of and Contractor shall furnish all computations, correspondence and other pertinent data gathered or computed by Contractor specifically for the services required hereunder prior to such termination.

Contractor hereby expressly waives any and all claims for damages or compensation arising under this contract except as set forth in this paragraph in the event of such termination.
This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

Upon termination or other expiration of this contract, each party will assist the other party in the orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

9. **DEFAULT**

If Contractor defaults in the performance of any term or condition of this contract, Contractor must cure that default by a satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this contract without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 7 above.

10. **INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this contract will be at the risk of Contractor alone. Contractor agrees to defend, indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against Contractor, County or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Contractor, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. Contractor agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this contract.

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

1) Commercial General Liability "occurrence" coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and $50,000 fire legal liability.

2) Commercial Automobile Liability coverage in the minimum amount of $1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of $100,000 when there are owned vehicles. Personal Automobile Liability coverage, in the minimum amounts of $100,000 per Person and $300,000 each accident Bodily Injury and $50,000 each Accident Property Damage for each vehicle to be operated in association with this contract that is not covered under Commercial Automobile Liability.

3) Workers' Compensation (WC) coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of $1,000,000.

B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR'S insurance coverage and will not contribute to it.

C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet
requirements.

D) The County of Ventura, Its Boards, Agencies, Departments, Offices, Employees, Agents, and Volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers’ Compensation).

E) Contractor agrees to waive all rights of subrogation against the County of Ventura, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by Contractor under the terms of this contract.

F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to the County of Ventura, Risk Management Division.

G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.

2. Additional Insured endorsements.

3. Waiver of Subrogation endorsements (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others)

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

12. NON-DISCRIMINATION

A. General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this contract.
B. Employment.

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this contract. Contractor's personnel policies will be made available to County upon request.

13. Substitution

If particular people are identified in Exhibit A as working under this contract, the Contractor will not assign others to work in their place without written permission from the County Purchasing Agent. Any substitution will be with a person of commensurate experience and knowledge.

14. Investigation and Research

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon such investigation and research, and not upon any representation made by the County or any of its officers, agents or employees, except as provided herein.

15. Contract Monitoring

The County will have the right to review the work being performed by the Contractor under this contract at any time during Contractor's usual working hours. Review, checking, approval or other action by the County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This contract will be administered by ________________ or his/her authorized representative.

16. Addenda
County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor will be effective when incorporated in written amendments to this contract.

17. **CONFLICT OF INTEREST**

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further covenants that in the performance of this contract no person having such interest will be employed or retained by Contractor under this contract.

18. **FORCE MAJEURE**

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

19. **NON-EXCLUSIVITY**
The County reserves the right to contract with providers of similar services and/or equipment other than the Contractor when it is reasonably determined to be in the best interest of the County.

20. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests in writing to be kept confidential, will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

21. **NOTICES**

All notices required under this contract will be made in writing and addressed or delivered as follows:

**TO COUNTY:**
VENTURA COUNTY
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 S. VICTORIA AVENUE
VENTURA, CALIFORNIA 93009

**TO CONTRACTOR:-**

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. **MERGER CLAUSE**
This contract along with the following documents, which are incorporated into this contract by reference, hereto constitute the final expression of the agreement of the parties and supersedes any and all other contracts, either oral or written, between Contractor and the County of Ventura, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

This contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties. In the event of an inconsistency in this contract, the inconsistency shall be resolved in the following order:

1) This contract;
2) County of Ventura RFP #
3) Contractor’s proposal dated ____________.

23. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

24. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

25. **CUMULATIVE REMEDIES**
The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

26. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

27. **LIVING WAGE ORDINANCE**

A. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4233 and 4236, and as amended from time to time.

1. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO.

2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.

3. The Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the County with regard to the employer's compliance or anticipated compliance with the LWO, for participating in
proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition Against Retaliation provide by the County.

4. Any Subcontract entered into by the Contractor relating to this contract, to the extent allowed hereunder, shall be subject to the provisions of LWO and shall incorporate the “Living Wage Ordinance.”

5. Contractor shall comply with all rules, regulations, and policies promulgated by the designated administrative agency, which may be amended from time to time.

B. Contractor shall complete a Declaration of Compliance within 10 days of contract award proclaiming to their adherence to the Living Wage Ordinance.

C. Under the provisions of Section 4960 of the LWO, the County shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the County determines that the subject Contractor has violated provisions of the LWO.

D. Where under the LWO Section 4959, the designated administrative agency has determined (1) that the Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (2) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the Contractor in accordance with the following procedures. Impoundment shall mean that from monies due the Contractor, the awarding authority may deduct the amount determined to be due and owing by the Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO policies and procedures. Whether the Contractor is to continue work following and impoundment shall remain in the unfettered discretion of the awarding authority. The Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the County.
28. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition.
State of California )
County of Ventura ss. )

____________________, being first duly sworn, deposes and says that he or she is
(Owner) of __________________________(Contractor Name) the party making the
foregoing proposal that the proposal is not made in the interest of, or on behalf
of, any undisclosed person, partnership, company, association, organization, or
corporation; that the proposal is genuine and not collusive or sham; that the
offeror has not directly or indirectly induced or solicited any other offeror to put in
a false or sham proposal, and has not directly or indirectly colluded, connived,
agreed with any offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the offeror has not in any manner,
directly or indirectly, sought by agreement, communication, or conference with
anyone to fix the proposal price of the offeror or any other offeror, or to fix any
overhead, profit, or cost element of the proposal price, or of that of any other
offeror, or to secure any advantage against the public body awarding the
contract of anyone interested in the offered contract; that all statements
contained in the proposal are true; and further, that the offeror has not, directly
or indirectly, submitted his or her proposal price or any breakdown thereof, or the
contents thereof, or divulged information or data relative thereto, or paid, and
will not pay, any fee to any corporation, partnership, company association,
organization, proposal depository, or to any member or agent thereof to
effectuate a collusive or sham proposal.

___________________________________________  __________________________________________________________
(Date)                                                (Signed at (Place))

___________________________________________  __________________________________________________________
Offeror Name                                        Authorized Representative
(Person, Firm, Corp.)

___________________________________________  __________________________________________________________
Address                                             Representative’s Name

___________________________________________  __________________________________________________________
City, State, Zip                                    Representative’s Title
The County of Ventura Living Wage Ordinance No. 4233, as amended, provides that all employers (except where specifically exempted) under contracts for “services” to or for County and that: (1) involve an expenditure in excess of $25,000 dollars, within a twelve month period; and (2) has a term of at least three months will comply with all applicable provisions of the Ordinance.

During the performance of this Contract, Contractor certifies that it will comply and require each subcontractor hereunder to comply with the provisions of the above referenced Ordinance. Contractor will provide to County a list of all subcontractors and a list of all employees under this Contract (including employees of subcontractors) within 10 days after execution. The list of employees will include the name, position classification and rate of pay for each employee. An updated list will be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the County Purchasing Agent within 30 days of execution of the subcontract.

Contractor further agrees:

a. To pay covered employees a wage no less than the minimum initial compensation of $10.50 per hour with health benefits, as referred to in (c) below, or otherwise $12.50 per hour pursuant to Section 4954 (a). Such rates may be adjusted annually in accordance with Section 4954(c).

b. To provide at least 12 compensated days off per year pursuant to Section 4955.

c. Where so elected under (a) above, to pay at least $2.00 per hour per employee toward the provision of health benefits for the employees and their dependents pursuant to Section 4954(c).

d. Not to retaliate against any employee claiming non-compliance with the provisions of these ordinances and to comply with federal law prohibiting retaliation for union organizing.

Failure to complete and submit this form may result in disqualification from the competitive solicitation process or contract termination.

Company Name

Signature of Officer or Authorized Representative

Company Address

Type or Print Name and Title

City, State, Zip Code

Phone Number

Fax Number
OFFEROR/CONTRACTOR APPLICATION FOR EXEMPTION

The County of Ventura Living Wage Ordinance No. 4233, as amended, requires County service contractors and subcontractors to comply with the provisions of the Ordinance. Contractors may apply for consideration of exemption from the Ordinance.

Company Name: _________________________________ Phone: ________________
Company Address: ______________________________________________________
City: ______________________ State: ______________ Zip: ____________________
Contract Term: _________________________________________________________
Dollar Amount: _________________________________________________________
Type of Service: _________________________________________________________

Please list the reason for exemption. Cite specific Ordinance section(s) and subsection(s). Attach additional sheets as necessary: _________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________
_____________________________________________________________________

Please attach this form and any documentation that supports your claim for exemption and submit with your RFP response.

Name of contact person: _____________________ Title: _____________________
Signature: ________________________________ Date: ______________________

GSA/PROCUREMENT SERVICES RECOMMENDATION:

Approved: ________________ Not Approved: ________________ Date: ______________
Department Contact: _______________________________ Phone: ______________
ATTACHMENT D
LIVING WAGE ORDINANCE (LWO) CHECKLIST FOR COUNTY CONTRACTORS
RESPONDING TO AN RFP

It is advisable for prospective contractors to review the Living Wage Ordinance (LWO). If copies of these documents are not included in your RFP, you may obtain them from the department issuing the RFP.

Exemptions:

1. Small employer employing no more than five full-time persons, Section 4956(a).
2. Government Entities. Including, without limitation, cities, counties, and state agencies, Section 4956(b).
3. Collective Bargaining. To the extent that any collective bargaining agreement applies to an employee who would otherwise be entitled to be paid a living wage, this Ordinance will not apply, Section 4956(c).
4. In-Home Support Service Workers. The Ordinance will not apply to any employee providing in-home support services pursuant to the Welfare and Institutions Code, Section 4956(d).
5. Service contract for expenditure that is less than $25,000 within a twelve-month period or has a term less than three months, Section 4952(f).
6. A contract subject to federal or state laws or regulations that would preclude application of the living wage requirement otherwise applicable pursuant to this Ordinance, Section 4952(f).
7. A contract between the County and another governmental entity, Section 4952(f).
8. A contract between the County and a financial or banking institution for financial or banking services, Section 4952(f).
9. A contract for professional services requiring specialized skills or licensure, including but not limited to experts, consultants, auditors, engineers, attorneys, and banking representatives, Section 4952(f).
10. A contract with a non-profit corporation qualifying under Internal Revenue Code section 501(c) (3), Section 4952(f).

Determine Your Full Costs Under the LWO

- Contact all subcontractors that will perform work under your contract with County. Inform them that they must also comply with the LWO. Give each
subcontractor a copy of the Ordinance, this Checklist and the Declaration of Compliance to assist them in calculating their costs.

- List all employees that will work on the contract.
- Include all employees who work at least four hours per week on County service contracts.
- In calculating your proposal, each employee must be compensated according to the Ordinance.
- Part-time employees who work at least four hours per week on County service contracts are subject to the LWO, and must receive the same hourly wage rates as full-time employees. However, their compensated and uncompensated days off are pro-rated based on the number of hours worked.
- Contractors are responsible for ensuring that all subcontractors provide bids and cost estimates based on the full LWO costs to their firms.
- Annual “living wage” adjustments, if any, are announced by the County Executive Office (CEO) effective July 1st. The adjustments are based on increases in the Consumer Price Index – W (Urban Wage Earners and Clerical Workers not seasonally adjusted for the U.S. city average) for the preceding calendar year or years utilizing 2001 as the base year.
- The prime contractor is responsible for notifying all subcontractors of wage rate changes.

Submit Your Proposal

Sign the Declaration of Compliance

- All contractors providing services subject to the LWO must include a signed Declaration of Compliance (Attachment D) with their proposal, or they may be deemed non-responsive. The awarding department must notify Contractor in writing that they have been disqualified.
- Contractors may appeal a disqualification to the awarding department within 5 days of receiving the written notice disqualifying them.

If you are awarded the Contract:

Provide Employee Information to GSA/Procurement Services.

- Contractor will provide to County a list of all subcontractors and a list of all employees under this Contract (including employees of subcontractors) within 10 days after execution. The list of employees will include the name, position classification and rate of pay for each employee. An updated list will be submitted upon demand and upon termination of the contract. A completed Declaration of Compliance from each subcontractor subject to the Living Wage Ordinance must be provided to the County Purchasing Agent within 30 days of execution of the subcontract.
- Failure to submit required documentation will result in withholding payments by the Auditor-Controller, or termination of the contract.
• The prime contractor is responsible for the compliance of all subcontractors with the Living Wage Ordinance.

• Contractors and subcontractors must provide written notice to each covered employee who is engaged in work pursuant to a service contract. The notice will specify the living wage rate, minimum health benefit, if applicable, and compensated time off as well as notice that an employee has grievance rights if he/she believes his/her rights under the Living Wage Ordinance are being violated. A copy of the notice must be made available to all covered employees, must be posted prominently in languages spoken by a large percentage of the workforce, and a copy must be submitted to the awarding agency.

• Submit proof of health benefits for prime and subcontractors to GSA/Procurement Services within 10 days of execution of the contract (i.e., copy of monthly premium statement from carrier listing all employees).

• Failure to submit required documentation will result in withholding of payments by the Auditor-Controller.