



Request for Proposal: Linen and Laundry Services

Date of Issue: **24-Jun-19**

Deadlines for Inquiries: **16-Jul-19**

Date & Time Responses Due: **30-Jul-19**

ORGANIZATIONAL PROFILE

Introduction to Alameda Health System

Our Mission

Caring, Healing, Teaching, Serving All

Our Vision

Alameda Health System will be recognized as a world-class patient and family centered system of care that promotes wellness, eliminates disparities and optimizes the health of our diverse communities.

Background

AHS is a major public healthcare provider and medical training institution recognized for its world-class patient and family centered system of care. AHS serves as the Safety Net provider in Alameda County. AHS provides comprehensive, high quality medical treatment, health promotion, disease prevention and health maintenance in an integrated system of hospitals, clinics, and health services. The Highland, John George and Fairmont hospitals primarily treat patients from government programs or the uninsured. Alameda and San Leandro campuses treat additional patients with commercial insurance.

Our Values

Commitment, Teamwork, Excellence, Respect, Integrity, Compassion.

More about Alameda Health System

<http://www.alamedahealthsystem.org>

SCOPE OF WORK QUESTIONNAIRE

Vendor shall review the Scope of Work statements below and acknowledge each item.

Please select one of the following options indicating Vendor response in the appropriate box next to the statement:

Acknowledge
Exception

A selection of "Exception" to any item below may constitute grounds for immediate disqualification from consideration for this service.

If Vendor selects "Exception", Vendor MUST:

1. Explain the reason for their selection in the Comments/Explanation box AND
2. Provide alternate language which would be acceptable to Vendor.

1. OBJECTIVE	Vendor Response (Select from drop list)	Vendor Comments/Explanation
<p>Selected vendors are invited to provide a proposal for Linen and Laundry services for Alameda Health System as outlined in this document. Current service requirements are attached to this document as tab "5-Requirements "and tab "6-Proposed Pricing". Additional services may be requested by AHS on an as-needed basis.</p> <p>Objective Establish a collaborative and cooperative partnership with vendor for Linen and Laundry rental and processing services. AHS expects to significantly enhance the quality and delivery of Linen and Laundry rental and processing service to its end users, while reducing the end-delivered cost of the services received. Features of a linen and laundry services provider are expected to include:</p> <ul style="list-style-type: none"> • Cost reduction opportunities • Excellent fill rate • On time delivery • Rebate program • Infection control and SpecialityCare Compliance • Bulk Linen, Rolled Scrub and Exchange Cart Program • Vendor provided bulk and exchange carts • Emergency Preparedness/Response Program • Monthly Summary Billing by cost center • Electronic Tracking and Ordering System <p>In addition, AHS encourages vendors to identify additional opportunities, think "outside of the box," and suggest possible value-added solutions as a part of their proposal.</p>		
3. APPROXIMATE USAGE	Vendor Response (Select from drop list)	Vendor Comments/Explanation

<p>Included in the Price Proposal Tab</p>		
<p>3. ROLES AND RESPONSIBILITIES</p>	<p>Vendor Response (Select from drop list)</p>	<p>Vendor Comments/Explanation</p>
<p>This section includes a brief outline of the high level roles and responsibilities of the Vendor and of AHS for the performance of linen services at the locations outlined in this document.</p> <p>a. Vendor responsibilities</p> <ol style="list-style-type: none"> i. Hire, train, schedule, supervise, and evaluate performance of staff. (Vendor) ii. Complete employee health work. (Vendor) iii. Provide 7 day/week back up. (Vendor) iv. Provide IT software/hardware to order linen from plant (Vendor) <p>b. Roles/responsibilities</p> <ol style="list-style-type: none"> i. Order linen from plant to meet par level needs daily (Vendor) ii. Distribute exchange carts to patient care areas daily (AHS) iii. Stock linen exchange carts daily (AHS) iv. Be available to deliver additional linens in the event of an emergency (Vendor) 		
<p>4. AHS ENTITIES TO BE COVERED BY PROPOSAL</p>	<p>Vendor Response (Select from drop list)</p>	<p>Vendor Comments/Explanation</p>
<p>For purposes of this document, the AHS is defined primarily by the list of locations below, based on facilities that are owned and operated by AHS. A full listing of all facilities which must be covered by the scope of any proposal can be found in the section below, 5. DELIVERY/PICKUP SCHEDULE AND REQUIREMENTS; however, as AHS Facility operations are right-sized, the list is subject to change. Submitted proposals must provide services to all entities listed in 5. DELIVERY/PICKUP SCHEDULE AND REQUIREMENTS. AHS requires that equivalent service and financial programs be offered to all entities, both acute and non-acute.</p> <p>Respondents are expected to thoroughly explain in their proposal any exemptions or modifications requested to this requirement.</p> <ul style="list-style-type: none"> • Highland Hospital • Fairmont Rehabilitation and Wellness • John George Psychiatric Hospital • San Leandro Hospital • Alameda Hospital • Creedon Advanced Wound Care 		
<p>5. DELIVERY/PICKUP SCHEDULE AND REQUIREMENTS</p>	<p>Vendor Response (Select from drop list)</p>	<p>Vendor Comments/Explanation</p>

A delivery schedule in the form set forth below will be agreed upon in writing for AHS.

Facility	Requirements
Highland Hospital 1411 E. 31st St Oakland, CA 94602	Delivery: Monday – Sunday 10:30 pm - 12:30 am
Fairmont Rehabilitation and Wellness 15400 Foothill Blvd San Leandro, CA 94578	Delivery: Monday – Sunday 5:00 a.m. 7:00 am
John George Psychiatric Hospital 2060 Fairmont Dr. San Leandro, CA 94578	Delivery: Monday – Sunday 5:00 a.m. 7:00 am
San Leandro Hospital 13855 E. 14th St. San Leandro, CA 94578	Delivery: Monday – Sunday 8:00 a.m. 10:00 am
Alameda Hospital 2070 Clinton Ave. Alameda, CA 94501	Delivery: Monday – Sunday 5:30 a.m. 7:30 am
Creedon Advanced Wound Care 815 Atlantic Ave. Suite 100 Alameda, CA 94501	Delivery: Monday – Friday 8:00 a.m. 10:00 am

SERVICE REQUIREMENTS FOR LINEN AND LAUNDRY SERVICES

INSTRUCTIONS

1. This section of the RFP offers a brief—and not necessarily all-inclusive—outline of linen and laundry services to be provided by the Vendor. It is intended to serve as a guideline rather than a complete itemization.
2. It is realized that each Vendor’s products or services may differ from these specifications. As such, each Vendor is free to propose variances from these specifications. It is required, however, that whenever a variance from these specifications occurs, the variance is clearly identified.
3. If a specific item or capability is unavailable, the Vendor is free to comment on its future availability by providing details on its development status.
4. Each Vendor’s proposal should include an indication of compliance with the requirements detailed in this section.
5. In the "Vendor Response" column as appropriate, Vendor shall indicate its compliance with each specification by selecting one of the following responses:
 - Yes, Complies**
 - No, Does Not Comply**
 - Partially Complies**
 - No, Not Currently Available, Under Development**
6. If the Vendor does not meet a specification fully for each applicable question/requirement (unless stated otherwise in the instructions for the section) or it is unclear whether compliance is met, "No, Does Not Comply" shall be chosen and an explanation MUST be provided for the uncertainty or noncompliance in the Comments/Explanation box.
7. In cases where the Vendor is proposing more than one service for consideration, only select "Yes, Complies" if all services being proposed meet all cited specifications.

A	General Information	Vendor Comments/Explanation
	<p>Are you a part of Vizient/Medassets Vendor Panel? Please Indicate Yes/No</p>	
1	<p>Company Overview. In 100 words or less, please describe your company background and history, including philosophy, unique approaches, and services offered. Please include the numbers of years that your facility has been providing linen and laundry services.</p>	
2	<p>Healthcare Experience. In 100 words or less, please describe the firm’s background and experience in providing linen and laundry services to healthcare facilities. Provide an overview of your organizations participation in industry associations specific to the healthcare industry.</p>	
3	<p>Local Presence. While additional information can be provided in "References," Vendor shall describe, in 100 words or less, specific experience with similar clients in California and how those experiences can be beneficial to AHS.</p>	
4	<p>Ability to Handle Service. Vendor shall indicate, their specific service capabilities in the AHS service area, along with addresses for local offices, normal hours of operation, and years providing service in this area.</p>	
5	<p>Value-Added Services. Please describe, in 100 words or less, any specific value-added services that will be offered by your organization at no additional charge to AHS as part of this agreement.</p>	
6	<p>Customer Base. Please describe, in 100 words or less, your customer base. What industries use your services? Please provide the number of current customers using services similar to those described in this RFP. Please differentiate between healthcare and non-healthcare customers.</p>	

	Future Vision. Please describe, in 100 words or less, your company's vision for the future. What differentiates your solution from others in the market?		
	LEAN Philosophies. Does your organization embrace LEAN philosophies? Give examples of successful Kaizen/process improvement initiatives.		
	Innovation. Describe innovative ideas your organization has successfully implemented to help health care facilities reduce linen expenses while maintaining or improving quality.		
	Competition. Describe the top 3 features and benefits that distinguish your service and company from your competitors.		
B	Basic Requirements	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor shall possess the ability to process linens for the healthcare industry. Please indicate that each of the following types of linens can be processed by your facilities and/or are available for rental. Please note this is not an all-inclusive listing. Specific linens required are outlined in tab "6-Proposed Pricing."		
2	Scrub Apparel (Scrubs, Jackets and Lab Coats)		
3	Patient Gowns		
4	Contour Sheets		
5	Sheets		
6	Pillow Cases		
7	Under Pads		
8	Bath Towels		
9	Bath Blankets		
10	Thermal Blankets		
11	Laundry Bags		
12	Adult PJs		
13	Baby Blankets		
14	Specialty Items		
15	Dust Control Items		
16	Cubicle Curtains		
17	In addition to traditional healthcare linens described above do you accept chemo linen to be laundered?		
18	Identify the primary linen supplier used by your company. If multiple suppliers are used please describe.		
19	How are new linen products introduced into inventory?		
C	Linen Quality Expectations	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor must comply with all applicable federal, state and local laws, codes and regulations, with the requirements of the Joint Commission on Accreditation of Healthcare Organizations, and must at a minimum comply with the recommended standards of the Textile Rental Services Association.		

2	Vendor must ensure that the Laundry is processed in accordance with AHS quality requirements, particularly with respect to identifying stained and torn Laundry and to arrange for removal of those items for appropriate handling. At a minimum, Vendor must perform the following duties:		
3	Testing of wash formulas to ensure hygienic cleaning, with regular monitoring to ensure that wash solutions have the correct pH to preserve the useful life of the Laundry.		
4	The treatment of stained Laundry with special formulas for stain removal, to facilitate return to useful life.		
5	Routine determination that water hardness levels are not interfering with proper functioning of chemicals in the wash formulas.		
6	Vendor is expected to offer high quality linens to AHS that meet the expectations required by AHS. In addition, Vendor shall offer a financial explanation as to why the utilization of higher quality linens will reduce the total cost for linen services at AHS.		
7	Any Vendor that can offer a guarantee that the utilization of higher-quality linens will reduce the total costs associated with the AHS linen agreement may receive special consideration when this contract is awarded.		
8	Garments delivered by the Vendor will be clean, free from wrinkles, visible soil, stains, and odors. Vendor is expected to patch holes, replace buttons, and trim frayed edges.		
9	Garments that are visibly worn and faded due to normal wear and tear shall be replaced by Vendor at no cost to AHS Facility.		
10	Vendor shall track rejected linen for each facility utilizing this service and shall have formal processes in place to reduce the amount of rejected linen delivered to each facility.		
11	Please describe your ragout policy for ripped/stained items and ragout reporting. Do you offer mending services? If so, please indicate any additional costs.		
12	Vendor shall have an extensive quality assurance management program that will help to ensure that the linens delivered to AHS facilities meet the expectations outlined in this document. Please outline linen quality standards (tears, stains, etc.)		
13	The quality assurance management program shall include penalties and/or credits that can be achieved by individual AHS facilities if the linens delivered to AHS do not meet the quality expectations outlined in this document (including, but not limited to, rejected linen information).		
14	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 Vendor at no charge to AHS.		
15	Vendor will 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 Vendor for full credit. AHS will have sole discretion of what constitutes substandard linen.		
16	Vendor shall periodically survey user areas to determine the levels of satisfaction regarding quality and service. Survey results shall be reported back to AHS to the designated and mutually agreed upon parties.		
17	Does your organization hold any nationally recognized laundry-related certifications or production standards (e.g., HLAC, TRSA)? If so please describe.		
D	Delivery and Pick-up	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor is required to pick-up soiled linen, process the linen, and deliver the linen to all AHS locations covered under this agreement as outlined in tab "7-Locations."		
2	Final delivery schedules for individual locations will be mutually agreed upon by AHS Health and the selected Vendor; however, most AHS Health acute care facilities currently have clean linen routinely delivered six (6) or seven (7) days a week. Vendor shall have the capability to handle seven (7) day a week services, if required. The current delivery schedule is outlined on tab "4-Scope of Work."		
3	Vendor shall ensure that all deliveries are made in a timely manner based on the mutually-agreed upon days and times. Vendor shall offer delivery time guarantees and shall discuss any financial penalties or credits offered to facilities for late deliveries.		
4	Vendor must complete pick-up and delivery with 100% item accuracy and within a two-hour window of the agreed upon schedule. Supplier must not charge AHS any fees associated with extra deliveries due to Vendor error.		
5	Vendor shall have an established practice to determine the number of deliveries required for a particular location. Indicate the factors that are considered when determining the number of deliveries required per week for facilities (e.g., bed size, par levels, patient census, storage capacity) and what processes can reduce the number of deliveries needed.		
6	Vendor shall verify the total pieces and weight of Laundry (including specialty items) upon pick-up and delivery at the frequency designated by AHS. Vendor must resolve any discrepancies in Customer's favor.		
7	A delivery ticket will accompany all deliveries showing delivered pieces and/or pounds of linen and delivery point.		
8	Vendor shall ensure that counts and quantities associated with linen deliveries are accurate. Vendors that offer an accuracy guarantee as part of their proposal may receive special consideration when this contract is awarded.		
9	Linen will be wrapped and/or covered upon leaving processing plant through time of delivery. Linen shall be delivered to a designated clean area (to be provided by AHS Health).		
10	Linen deliveries will be signed and counted by facility before driver leaves the AHS Health entity.		
11	Lead time for placing linen order for routine delivery shall be 24 hours.		
12	Lead time for placing special orders shall be 1 week.		
13	AHS will collect soiled linen into closed bags and deliver soiled linen to the appropriate loading dock at the AHS Health Facility. Vendor will pick up the soiled linen at this designated location at a mutually-agreed upon schedule and will ensure that bags are sealed during transportation process.		

14	Most AHS Health acute care facilities currently have soiled linen routinely picked-up by the Vendor six (6) or seven (7) days a week. Vendor shall have the capability to handle seven (7) day a week services, if required.		
15	All pick-ups and deliveries will be made in accordance with mutually agreed security measures.		
16	Vendor shall list any holidays in which they cannot provide service, if applicable. If a pick-up and delivery schedule requires pick-up and/or delivery on a date that occurs on a holiday, the Vendor will perform such pick-up and/or delivery on the next day the Vendor's laundry facility is operational immediately following said holiday.		
17	If required by AHS Health, Vendor shall be able to rent exchange carts to AHS Health facilities. If so, please indicate the cost per exchange cart rental.		
18	AHS reserves the right to cancel a pickup if necessary. Please indicate the minimum amount of lead time required to cancel a daily pickup without charge. In addition, please detail the cancellation process AHS must follow.		
E	Par Levels	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor shall continuously work with AHS staff to establish appropriate par levels for each unit delivered.		
2	Vendor must establish par levels of linen for each facility, and par levels must be met on a daily basis. Contractor shall provide daily electronic reporting to confirm expectation is being met. Vendor shall notify AHS if linen par levels cannot be met prior of delivery time and provide resolution.		
3	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?		
F	Clean and Soiled Linen Handling	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor shall sort, handle, and transport clean linen to prevent contamination of linen. In 100 words or less, please describe this process.		
2	Clean linen carts shall be used only for the purpose of transportation and storage of clean linen.		
3	All Vendor employees or any other persons that process clean linen must be dressed in clean garments at all times. In the comments, please describe the controls in place to ensure employees are held to this standard.		
4	All Vendor employees or any other persons that process clean linen must be instructed to not handle soiled linen while processing clean linen. In the comments, please describe the controls in place to ensure employees are held to this standard.		
5	Clean linen shall be stored by Vendor in a separate room from the sorting room, laundry, and/or soiled linen area.		
6	Vendor shall handle, store, and process laundry in a manner that will prevent the spread of infection and ensure the maintenance of clean linen. In 100 words or less, please describe this process.		
7	OSHA's Universal Precautions shall be used when handling soiled linen.		
8	All personnel processing soiled linen shall use all appropriate Personal Protection Equipment (PPE).		
9	All persons processing soiled linen shall be instructed to not handle clean linen while processing soiled linen. In the comments, please describe the controls in place to ensure employees are held to this standard.		
G	Laundry Process Requirements	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	For Vendors that provide bed linens, it is expected that the Vendor will have the volume capability to provide at least three complete bed changes for the AHS hospitals' licensed bed capacity.		
2	The laundry shall be maintained in a sanitary manner, be in good condition, and be clean and orderly. AHS expects to perform site surveys at any plants servicing AHS to ensure that plants are meeting the expectations described in this section and within this document.		
3	The plant shall maintain formal, reviewable records showing temperature logs of the wash cycle.		
4	Linen shall be exposed to water at a minimum temperature of 71 C (160 F) for at least 24 minutes during the washing period.		

5	If an "out of control" value is recorded for the wash temperature, corrective action should be taken and documented. Please describe this action.		
6	All linen shall be washed using an effective soap or detergent and shall be thoroughly rinsed to remove soap or detergent and soil.		
7	The plant shall maintain formal, reviewable records showing "rinse pH" logs of the wash cycle.		
8	If an "out of control" value is recorded for the pH, corrective action should be taken and documented. Please describe this action.		
9	Vendors shall have written procedures developed and maintained pertaining to the handling, storage, transportation, and processing of linen. Please describe the processes in place to ensure that these procedures are followed.		
10	Vendor shall actively research best practices for infection prevention for linen (including, but not limited to, the use of impregnated silver linen) and shall be willing to work with AHS to implement these practices on a trial basis (as requested).		
11	If required by AHS, Vendors shall be able to segregate AHS linen from other customers' linen.		
12	Details of this segregation are provided in the Pricing Section of this RFP, but Vendors are free to describe any specific value-add segregation services they are willing to offer AHS if awarded this contract		
13	Vendor shall dispose of any hazardous waste found in soiled laundry according to JCAHO, OSHA or any federal, state, county or city regulations.		
Recovery of Lost Items		No Response Required on This Line	
14	On a daily basis, Vendor must safely package and return to AHS all personal items (billfolds, jewelry, glasses, etc.) and medical items (splints, etc.) that Vendor receives with soiled Laundry, along with relevant documentation. Vendor will return to AHS any instruments or items of value that Vendor finds mixed in with the soiled Laundry.		
H	Environmental Considerations	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Do you utilize Green Seal or EcoLogo certified products to meet laundry product standards? If so, please describe.		
2	Do the detergent products used by Vendor have a full ingredient list available? If yes, is it available publicly?		
3	Are MSDS available for the cleaning products used?		
4	Are the products used by Vendor free of all chemicals listed on Prop 65, California's Safe Drinking Water Act, that are carcinogenic and reproductive toxins?		
5	Are the ingredients in the detergents used by Vendor readily biodegradable?		
6	Do you use ozone technology instead of chlorine bleach?		
7	Does your company use Energy Star rated equipment? If yes, what percentage of washers and dryers used are Energy Star rated?		
8	Do you use fuel efficient transportation for pickup and delivery of laundry items or are you an EPA SmartWay Partner?		
9	Do you use recyclable or reusable packaging?		
10	Do you take back packaging, such as films, boxes and hangers, for reuse or recycling? If so, please describe the process.		
I	Linen Plant Service Employees	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor shall provide their employees with orientation, training, and annual competency assessment on Occupational Exposure to Blood Born Pathogens.		
2	This training shall be available in language(s) that all employees can understand and comprehend.		
3	This training shall be documented and the results shall be shared with AHS, if required.		

4	Vendor employees must be provided adequate Personal Protective Equipment (PPE) and must be trained on how and when to use that equipment.		
5	This training shall be available in language(s) that all employees can understand and comprehend.		
6	This training shall be documented and the results shall be shared with AHS, if required.		
7	All linen employees shall be instructed and required to wash their hands prior to handling any clean linen.		
J	Physical Plant Facility Requirements	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	All necessary safety signage in and around the facility shall be posted in the appropriate locations.		
2	Vendor shall have any necessary measures in place to prevent the accidental exposure of employees to sharps that may be in the soiled linen. Please describe these measures.		
3	All signage in the physical plant must be posted in language(s) that can be understood by all employees.		
4	Hand-washing and toilet facilities for personnel must be provided at locations that are convenient and easy to access.		
5	Signage shall be posted to remind employees to wash their hands after using the bathroom. These signs must be posted in language(s) that can be understood by all employees.		
6	Separate rooms shall be maintained for the storage of clean and soiled linens.		
7	The plant ventilation system shall be engineered so that the flow of air is from the clean side to the soiled side.		
8	Linen storage rooms shall be of adequate size and shall not be used for any other purpose.		
9	Linen shall, under no circumstances, be stored in attic spaces, corridors, or plenums (air distribution chambers) of air conditioning or ventilating systems.		
10	The facility must have sufficient security. Please briefly describe your plant security program.		
11	Will the operating plant that processes linen used by AHS, be a healthcare plant or a mixed plant? What percent (%) of each is processed there? If multiple plants are used please indicate the mix for each plant.		
12	Provide current production volumes and total wash capacity utilizing existing equipment for each plant location that will service AHS. If capital investments are required to service AHS volume, indicate a plan and schedule for implementation.		
13	The facility must have a disaster plan. Please describe in detail all emergency contingency plans for maintaining service during disaster situations. This plan must match up with AHS' 96 hour disaster plan.		
14	Identify back up laundry service provider you contract with in the event your processing facility or facilities are temporarily unable to provide services. Also, list utilities that can provide a redundancy of water and electrical services.		
15	Vendor shall allow AHS infection control representatives, laundry contract administrator or hospital licensing or accreditation officials to conduct annual inspections of Vendor's processing facility, delivery vehicles, and Laundry Equipment to ensure that infection control and housekeeping practices are satisfactory a		
	AHS may conduct an unscheduled inspection of Vendor's facilities and premises in order to evaluate Vendor's performance of the Services at any time.		
	Vendor must, at Vendor's expense, provide to AHS the results of an monthly mold test of Vendor's processing facilities.		
K	Linen Management Programs	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor shall have a formal and existing scrub, linen, and textile loss reduction program.		

2	If so, Vendor shall offer a description of this service, including how this service may reduce the costs associated with lost or misplaced linen at a large health system like AHS.		
	How do you ensure that all Special Handling Material/Customer Owned Goods (SPH/COG) linen does not get lost? If lost will AHS be credited?		
3	It is AHS expectation that if AHS is charged for lost linen/scrubs, all recovered linen/scrubs will be refunded to AHS upon recovery.		
	Vendor shall offer cost savings guarantees based on the textile loss reduction program. If so, please describe.		
4	Vendor shall have processes in place to ensure that no AHS facility experiences linen shortages. Please describe your ability to ensure that linen shortages do not occur and the penalties that may be incurred against the Vendor if linen shortages repeatedly occur throughout the course of this agreement.		
5	If required by AHS, Vendor shall be able to make a full-time employee available to AHS acute care locations for linen management services.		
6	Vendor shall have a barcoding program that can assist facilities in tracking linen throughout facilities. Please note that AHS may not utilize this technology under the forthcoming agreement.		
7	Vendor shall offer a description of this service, including how this service may reduce the costs associated with lost or misplaced linen at a large health system like AHS.		
8	Specifically, Vendor shall offer bar-coding for cubicle curtains to ensure that these curtains are laundered on a quarterly basis (at minimum).		
9	Vendor shall have an RFID tracking program that can assist facilities in tracking linen throughout facilities. Please note that AHS may not utilize this technology under the forthcoming agreement.		
10	Vendor shall offer a description this service, including how this service may reduce the costs associated with lost or misplaced linen at a large health system like AHS.		
L	Linen Injection	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor shall offer linen injection services if requested by AHS.		
2	Vendor shall not charge AHS a fee for linen injections.		
3	Linen injections shall be tracked by the Vendor and that information shall be shared with AHS as requested.		
4	Linen injections shall occur as often as they are needed to maintain linen levels at all AHS facilities. Indicate what types of metrics are used by your facility to determine when linen injections will occur and how linen volumes will be maintained:		
5	Patient census data		
6	Rejected linen information		
7	Established par level data		
8	Bed size		
9	Usage volumes		
10	Other factors		
M	Pricing	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendors shall propose pricing on tab "6-Proposed Pricing." AHS requests the vendors propose pricing by piece and by weight.	No Response Required on This Line	
2	Can vendor propose pricing by piece (i.e., cost per unit)? Please indicate if this is the preferred method used by your organization.		
3	Can Vendor propose pricing by weight (i.e., per pound)? Please indicate if this is the preferred method used by your organization.		
4	Do you offer a discount or rebate for early payment? If so, please describe.		
5	Vendor shall not include variable energy fuel surcharges throughout the proposed agreement term. Please indicate if Vendor can agree to this term. If not, please indicate if increasing fuel costs impact linen delivery costs/frequencies and outline the actual fuel surcharges on tab "6-Proposed Pricing." Vendors should note that any vendor that eliminates fuel surcharges over the course of this agreement will receive special consideration when this contract is awarded.		

6	Vendor shall not include delivery surcharges throughout the proposed agreement term. Please indicate if Vendor can agree to this term. If not, please outline the actual delivery charges on tab "6-Proposed Pricing." Vendors should note that any vendor that eliminates delivery charges over the course of this agreement will receive special consideration when this contract is awarded.		
7	Vendor shall dispose of any hazardous waste found in soiled laundry free of charge. If not, please indicate if there are any fees for disposal of hazardous waste by Vendor.		
8	Vendor shall provide reporting and analytics to AHS free of charge. If not, please indicate if there are any fees associated with reporting and analytics services.		
9	Vendor shall return lost items to AHS free of charge. If not, please indicate if there are any handling fees associated with the return of lost items.		
10	AHS linen volumes may change throughout the course of this agreement. Vendor shall not require any volume minimums to maintain service.		
11	Vendor shall hold pricing firm throughout the proposed three (3) year agreement term, please indicate if Vendor can agree to this term. If unable to agree to fixed pricing for the three (3) year agreement, please detail in the comments the expected yearly increase and provide justification for cost increase. Also, Vendors should note that any vendor that holds pricing firm throughout this agreement will receive special consideration when this contract is awarded.		
12	AHS required invoice breakdown by cost center, can Vendor accommodate this requirement?		
13	As an attachment, please provide a sample invoice and description of how services are billed.		
N	Operating Budget	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor shall provide an estimated operating budget for the first 12 months of operation. This operating budget shall specify, in detail, all charges associated with services provided by Vendor, including management fees, line item operating expenses, and any additional charges. Please note that this budget will be closely reviewed by AHS. Vendors are asked to be as specific as possible when creating this budget.		
2	Three (3) months prior to the annual anniversary of this contract the Vendor shall submit a proposed operating budget for the forthcoming 12 months. Any variances, increases, or changes to the previous year's operating budget shall be specified in detail and must be reviewed and approved by AHS.		
O	Software, Web Portal, and Linen Management Programs	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor shall have the ability to provide an automated, browser-based program for facilities to track, manage, and order linen distribution with specific AHS entities. This tool shall be offered at no charge. At minimum, this program shall include the following features/capabilities:		
2	24 x 7 hour immediate access, including 24 x 7 ordering capabilities.		
3	Ability to view and adjust orders in real-time.		
4	Ability to access, store, review and print any delivery documents.		
5	Ability to view rejected linen per AHS facility in real-time.		
6	The ability to create, save, and re-use custom templates.		
7	Ability to track and view the delivery and distribution of linens to individual AHS facilities and departments (if handled by Vendor).		
8	Vendor provided web portal/software shall be able to generate linen usage reports. Please indicate if these reports are available in real-time.		
9	Please indicate if customization options such that AHS can modify the "look and feel" to best fit AHS's workflow and branding are available.		
10	In 100 words or less, please summarize any customization options that are available.		
11	The Web Portal shall be hosted by Vendor using Vendor's platform.		
12	The Web Portal shall be accessible from a standard web browser.		
13	The Web Portal shall be "turn-key" solution and Vendor shall host and maintain the site in accordance with industry best practices.		
14	Please indicate any other software available for use by AHS. Please describe it's functionality, whether or not it is necessary or optional, and any costs associated with it's use and implementation. Please note that Vendors that provide required or optional software free of charge to AHS will receive additional consideration.		

15	Define the proposed Vendor and AHS responsibilities during the installation/implementation, conversion, and testing phases (if required) by all software proposed.	
16	What role would AHS play in the implementation of proposed software and/or web portal solutions? How many full-time and/or part-time employees are needed for the implementation? What skill sets will AHS need to provide?	
17	Please describe the requirements to operate proposed software and/or web portal in AHS's environment.	
18	Please describe your software and/or web portal's ability to support HIPAA requirements (if applicable).	
Authentication and Login		No Response Required on This Line
19	Please indicate if there are any limit to the number of users that can be assigned a username and password for Vendor's web portal/software.	
Support and Maintenance		No Response Required on This Line
20	Vendor shall provide high availability uptime guarantee of at least 99.9% for the Web Portal hosted by Vendor. In the comments, please indicate minimum uptime guarantee.	
21	The Web Portal shall utilize modern security techniques, including SSL.	
22	In 100 words or less, please describe security measures currently employed for the online portal.	
23	AHS requests that the Vendor set up a trial account for testing the proposed online ordering web portal to ensure the website meet AHS's specific requirements. Please provide a demonstration username and password as well as a link to the applicable demo webpage.	
Security		No Response Required on This Line
24	In 100 words or less, please describe the security capabilities available with the proposed software and/or web portal (e.g., encryption functionality, authentication methodology, data center security).	
25	In 100 words or less, please describe the safeguards that are in place to ensure patient data is protected?	
Licensing		No Response Required on This Line
26	Is there a standard licensing package? If so, provide details on licensing structure, options and cost.	
27	Is there any required 3rd party software not licensed with the product solution (i.e., products AHS must purchase separately)?	

28	Is there any expiration timeframe associated with licensing?		
P	Education and Training	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor shall provide in-service training on linen loss prevention, linen utilization and other topics, as may be appropriate. Describe training offered, frequency and methodology used (on-line, onsite, etc.). If there is an additional charge for educational services please indicate so in the comments and outline the charge in tab "6-Proposed Pricing."		
Q	Reporting	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor shall provide, at minimum, quarterly business reviews upon AHS's request.		
2	Vendor shall provide AHS, at no additional cost, quarterly reports of services rendered for all items provided . These reports must include, but not be limited to:		
3	Rejected Linen		
4	Fill Rates		
5	Soil to Clean		
6	Adjusted Patient Days/lb. (utilization)		
7	Lost Linen		
8	On-Time Delivery rate		
9	Rebate Program		
10	Infection Control and SpecialtyCare Compliance		
11	Compliance with City Delivery Time Ordinance		
12	Benchmarking Linen Utilization and Optimization Linen		
13	Monthly utilization and cost by facility or potential cost allocation		
14	Report on the pounds and costs associated in clean Laundry distribution to each cost center per week or month		
15	Comparison reporting on the consumption in pounds of clean Laundry distribution per cost center per week or per month		
16	Fees		
17	Number of exposures		
18	Dirty Laundry poundage pick up		
19	Clean Laundry poundage delivery		
20	Ragout		
21	Departmental/cost center Par Level report.		
22	Please provide a sample reports as an additional attachment to this proposal.		
23	In 100 words or less, please further outline Vendor's reporting and analytics to be provided to AHS.		
R	Performance Management	Vendor Response (Select from drop list)	Vendor Comments/Explanation

1	AHS shall review a set of Key Performance Indicators (“KPIs”) with the Vendor. Additional KPIs not outlined in this document may be defined during contracting.		
2	While Vendors are expected to meet industry accepted standards for linen and laundry services, AHS requires that Vendors adhere to formal quality assurance and process improvement standards. AHS shall have the right to monitor the quality of services provided under this agreement through appropriate methods, which may include direct observation of services provided by the Vendor, inspection, audit of documentation, and any other agreed upon expectations.		
3	In the event that AHS determines that the Vendor is not meeting the requirements set forth in this document, AHS shall notify Vendor and Vendor shall cooperate with AHS in the development and implementation of a corrective action plan. If the Vendor fails to comply with any such corrective action plan, AHS reserves the right to terminate the agreement.		
4	Vendor shall permit AHS to perform audits on an as needed basis, as determined by AHS. AHS shall have the right to request any documentation or records pertaining to any services performed upon written notice to the Vendor. Vendor agrees to cooperate and produce documentation in a timely manner.		
5	Vendor shall provide an escalation path that AHS shall use to report violations of any of the expectations as it relates to the standards and requirements outlined in this RFP. Please describe this process.		
6	For each of the performance management Key Performance Indicators (“KPIs”) outlined in this section, a “Quarter” is defined as a 90 day period.		
7	For each of the performance management Key Performance Indicators (“KPIs”) outlined in this section, all Noncompliance Credits shall be issued to AHS in the form of a credit memo within 30 days of the conclusion of each Quarter.		
KPI: Rejected Linen Rate		No Response Required on This Line	
8	The Average Rejected Linen Rate shall be reported to the AHS Supply Chain Department upon the conclusion of each Quarter.		
9	Vendor shall submit the data source used to calculate the Average Rejected Linen Rate to the AHS Supply Chain Department upon the conclusion of each Quarter.		
10	Please state the Maximum Average Rejected Linen Rate guaranteed by Vendor as a percentage of total clean linen delivered.		
11	If the Average Rejected Linen Rate exceeds the Maximum Average Rejected Linen Rate entered above in any Quarter, Vendor shall credit AHS a “Rejected Linen Noncompliance Credit” for each 1 Percentage (%) increment by which the Maximum Average Rejected Linen Rate was exceeded.		
12	Please state the Maximum Average Rejected Linen Rate Noncompliance Credit offered by Vendor in US Dollars (\$).		
KPI: Fill Rate		No Response Required on This Line	
13	Vendor shall report the Fill Rate to the AHS Supply Chain Department upon the conclusion of each Quarter.		
14	Vendor shall submit the data source used to calculate the Fill Rate to the AHS Supply Chain Department upon the conclusion of each Quarter.		
15	Please state the Minimum Fill Rate percentage guaranteed by Vendor.		
16	If the Fill Rate is less than the Minimum Fill Rate in any Quarter, Vendor shall credit AHS a "Fill Rate Noncompliance Credit" for each 1 Percentage (%) increment by which the Minimum Fill Rate target was missed.		
17	Please state the Fill Rate Noncompliance Credit offered by Vendor in US Dollars (\$).		
KPI: On-Time Delivery Rate		No Response Required on This Line	
18	The On-Time Delivery Rate shall be submitted to the AHS Supply Chain Department upon the conclusion of each Quarter.		

19	Vendor shall submit the data source used to calculate the On-Time Delivery Rate to the AHS Supply Chain Department upon the conclusion of each Quarter.		
20	Please state the Minimum On-Time Delivery Rate guaranteed by Vendor.		
21	If the On-Time Delivery Rate is less than the Minimum On-Time Delivery Rate in any Quarter, Vendor shall credit AHS an "On-Time Delivery Rate Noncompliance Credit" for each 1% increment by which the On-Time Delivery Rate was less than the Minimum On-Time Delivery Rate Percentage .		
22	Please state the Minimum On-Time Delivery Rate Percentage Noncompliance Credit offered by Vendor in US Dollars (\$).		
KPI: Improperly Processed Linen		No Response Required on This Line	
23	Vendor must provide a credit to Customer for Laundry delivered to Customer that is not processed according to Customer's quality standards set forth in this document.		
24	Vendor will provide a credit equal to the fee for each improperly processed item.		
S	Customer Service	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Please indicate Vendor's customer service hours of operation, including days of the week.		
2	Please indicate the holidays observed by Vendor, if any, where Vendor customer service is unavailable.		
3	Vendor shall offer customers support services via telephone and email. Please describe response time to Customer issues/needs.		
4	Does Vendor offer live web chat as an option for customer service support? If so, please describe.		
5	Please indicate how many FTE's are dedicated to the following functions regarding the proposed services:		
6	Customer Service Call Center		
7	Client Support (i.e., AHS support)		
T	Vendor Communication and Expectations	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	AHS expects that a dedicated account representative will be provided to AHS as part of this contract. This dedicated account representative is expected to attend meetings or review sessions as requested by AHS.		
2	Please describe, in 100 words or less, this account representative's name, title, background, and experience managing accounts of this size. Also please indicate years of experience.		
3	Please describe the background and experience of any other key staff members that will be serving AHS under this agreement.		
4	Vendor shall establish, for each facility, a Laundry management utilization committee. Vendor shall have regular bi-monthly meetings of the Laundry management utilization committee (or as agreed upon).		
U	Transition Plan	Vendor Response (Select from drop list)	Vendor Comments/Explanation
1	Vendor shall include a 1-page narrative describing their transition plan including milestones and timeline as an additional attachment to their proposal.		
2	Please describe, in 100 words or less, past transition successes with other clients.		

3	Vendor shall be expected to provide formal, on-site guidance on best practices for service transition and implementation of their programs following the award of the agreement.		
4	The Vendor is required to provide a dedicated/certified project manager to ensure that this transition and implementation to handled effectively. This individual should be solely assigned to the AHS service transition throughout the designated service transition period (estimated at six months).		
5	Please indicate the expected time to complete full implementation of Vendor services at AHS.		

Appendix A

Sent as a separate document.

ALAMEDA HEALTH FACILITY LIST AND VENDOR SERVICE CAPABILITIES: LINEN AND LAUNDRY SERVICES

In the table below, vendors are asked to populate the following: (1) confirmation that vendor can provide linen and laundry services to this AHS location (Yes/No), (2) the address of the vendor site that will service this Alameda Health location, and (3) the approximate driving distance (in miles) between the AHS facility and the vendor location that will service this location.

Alameda Health Location Information					Vendor Location Information					
Location Name	Street Address	City	State	Zip	Can Vendor service this location (Yes/No)?	Address of Vendor Site Servicing this Alameda Health Location				Approximate Driving Distance (in miles) from Alameda Health Facility and Vendor Site
						Street Address	City	State	Zip	
Highland Hospital	1411 E 31st St	Oakland	CA	94602						
John George Psychiatric Hospital	2060 Fairmont Dr.	San Leandro	CA	94578						
Fairmont Rehabilitation and Wellness Center	15400 Foothill Blvd	San Leandro	CA	94578						
San Leandro Hospital	13855 East 14th Street	San Leandro	CA	94578						
Alameda Hospital	2070 Clinton Avenue	Alameda	CA	94501						
South Shore Rehab Center	625 Willow Avenue	Alameda	CA	94501						
Park Bridge Rehab Center	2401 Blanding Avenue	Alameda	CA	94501						
Creedon Advanced Wound Care	815 Atlantic Ave. Suite 100	Alameda	CA	94501						

REFERENCES FOR LINEN AND LAUNDRY SERVICES

Please provide at least five (5) customer references which we may contact. Each reference should include the customer name, the individual to contact and their title, address, email and telephone number. For each please include the reference site's VP of Support Services or other top decision maker and contact information. References should include a Public Safety Net Academic Medical Center, Level 1 Trauma center, a Long Term Care Hospital, and a contact for an entire Integrated Delivery System. AHS expects some, or all, of the references to speak to the respondent's abilities to provide Linen and Laundry services across multiple locations within the AHS system.

REFERENCE #1

Organization Name:
Address:
City/State/Zip:

Contact Person:
Contact Person Phone Number:
Contact Email Address:

Below, please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

REFERENCE #2

Organization Name:
Address:
City/State/Zip:

Contact Person:
Contact Person Phone Number:
Contact Email Address:

Below, please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

REFERENCE #3

Organization Name:
Address:
City/State/Zip:

Contact Person:
Contact Person Phone Number:
Contact Email Address:

Below, please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

REFERENCE #4

Organization Name:
Address:
City/State/Zip:

Contact Person:
Contact Person Phone Number:
Contact Email Address:

Below, please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

REFERENCE #5

Organization Name:
Address:
City/State/Zip:

Contact Person:
Contact Person Phone Number:
Contact Email Address:

Below, please provide a description of the services provided. Clearly identify the similarities and dissimilarities to the services being proposed in response to this RFP.

VENDOR OVERVIEW

In the table below, the Vendor shall describe the background of its company, its size and resources, and details of relevant experience. Please complete the table below in full.

Information Requested	Vendor Response
Name of Vendor:	
Vendor Contact Information	
Individual's Name:	
Company Name:	
Address:	
City/State/Zip:	
Phone:	
Fax:	
Email Address:	
Ownership (e.g., public company, partnership, subsidiary):	
Number of years in business:	
Primary line of business:	
Total number of employees:	
Annual revenue:	
Detail corporate experience within the last five years relevant to the proposed RFP including specific details regarding the vendor's experience.	
Is your agency acting as the administrative agent for any other agency or organization? If yes, describe the relationship in both legal and functional aspects.	
Has any state or federal agency ever made a finding of non-compliance with any relevant civil rights requirement with respect to your program? If yes, please explain.	
Have there ever been any felony convictions of any key personnel (i.e., Administrator, CEO, and Financial Officers, major stockholders or those with controlling interest)? If yes, please explain.	
Has anyone in your organization, or has your organization, ever been restricted or, in any way sanctioned, or excluded from participation in any governmentally funded healthcare programs including, but not limited to, Medicare or Medicaid/AHCCCS? If yes, please explain.	
Diverse Suppliers	
<i>Indicate "Yes" in the Vendor Response Column if any of these apply.</i>	
Minority Business Enterprise (MBE)	
Small Business Enterprise (SBE)	
Women Business Enterprise (WBE)	
Disadvantaged Business Enterprise (DBE)	

TERMS AND CONDITIONS

This section of the RFP offers a brief—and not necessarily all-inclusive—outline of terms and conditions required by the Alameda Health System. It is intended to serve as a guideline rather than a complete itemization.

Each Vendor’s proposal should include the following about each of the terms and conditions proposed below:

An indication of compliance with the requirements detailed in this section. Vendor shall indicate its compliance with each specification by selecting one of the following responses (“Yes, Complies,” or “No, Does Not Comply”) in the “Vendor Response” column as appropriate. If the Vendor does not meet a specification fully for each applicable question/requirement (unless stated otherwise in the instructions for the section) or it is unclear whether compliance is met, “No, Does Not Comply” shall be chosen and an explanation provided for the uncertainty or noncompliance.

- Yes, Complies**
- No, Does Not Comply**

Service Agreement Terms and Conditions	Vendor Response (Select from drop list)	Vendor Comments/Explanation
<p>The terms and conditions to be included in the Agreement shall include, without limitation or modification, the following:</p>	<p>No Response Required on This Line</p>	
<p>THIS AGREEMENT ("Agreement") by and between Alameda Health System, and <VENDOR NAME> (hereinafter referred to as "Vendor" or "Vendor"), effective 60 days from the date last signed by both parties, ("Effective Date").</p>		
<p>WHEREAS, based upon its extensive experience, Vendor is prepared to and desires to render certain Linen and Laundry services (the "Services") for Hospital as set forth below</p>		
<p>WHEREAS, Hospital desires to contract with Vendor for the performance of the Services specified in this Agreement,</p>		
<p>Initial Term: The term of this Agreement shall be for a period of three (3) years, commencing on the Effective Date (the "Initial Term") subject to</p>		
<p>Renewal Term: Alameda Health System shall have the option to renew for up to two additional, one-year period, each a "Renewal Term" by providing written notice of its intent to renew to Vendor.</p>		
<p>Services to be provided by Vendor: Vendor agrees to provide Hospital with the opportunity to purchase service as outlined throughout this RFP. All items outlined throughout this RFP shall be available for a minimum of three (3) years.</p>		
<p>Contractual Relationship: No relationship of employer and employee is created by this Agreement, it being understood that Vendor shall act hereunder as an independent Vendor; that Vendor, its officers and employees do not become employees of AHS and shall not have any claim under this Agreement or otherwise against AHS for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, Social Security, Workers' Compensation, disability or unemployment insurance benefits, civil service protection, or employee benefits of any kind. Vendor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes and Social Security taxes, and in connection therewith Vendor shall indemnify and hold AHS harmless from any and all liability which AHS or the County of Alameda may incur because of Vendor's failure to pay such taxes.</p> <p>Vendor does, by this Agreement, agree to perform said work and functions at all times in strict accordance with currently approved methods and practices and that the sole interest of AHS is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by AHS.</p> <p>Notwithstanding the foregoing, if AHS determines that pursuant to State and Federal law Vendor is an employee for purposes of income tax withholding, AHS shall withhold from the payments to Vendor hereunder Federal and State income taxes and Social Security taxes and pay said sums over to the federal and state governments.</p>		

<p>Hold Harmless/Indemnification: Each party agrees to indemnify and hold the other party and its employees, directors, officers and agents (collectively, the "Indemnitees") harmless from and against any and all third party claims and associated liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorney fees) imposed upon or incurred by or asserted against any of the Indemnitees ("Claims") for bodily injuries (including death), or damages to any property or property right, to the extent that any such Claim arises out of the negligent or wrongful acts or omissions of the indemnifying party, its employees or agents, in connection with this Agreement.</p> <p>For purposes hereof, "third party" shall mean a person or entity wholly unrelated to the indemnified party or any affiliate thereof, and shall not include any affiliate or assignee of the indemnified party or any other person or entity under the control of or acting in concert with the indemnified party, whether directly or indirectly.</p> <p>a. Notice. The indemnified party shall promptly notify the indemnifying party of any claim for which indemnification is sought, provided however the failure to give such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent that such indemnifying party is materially prejudiced by such failure. The obligations of indemnity shall survive the expiration or termination of the Agreement.</p> <p>b. Waiver of Implied/Equitable Indemnification. No party to this Agreement or any other person or entity shall be entitled to any form of implied or equitable indemnification at any time, whether based on a theory of contract, torts (including negligence), strict liability or otherwise, and any right thereto is hereby irrevocably waived and disclaimed by each of the parties.</p>		
<p>Limitation of Liability: EXCEPT FOR LIABILITIES ARISING UNDER SECTION 2 HEREOF (HOLD HARMLESS/INDEMNIFICATION) IN THE CASE OF THIRD PARTY CLAIMS, AND LIABILITIES ARISING UNDER SECTION 7(E) OF THE BUSINESS ASSOCIATE AGREEMENT (EXHIBIT E), TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE Vendor AND AHS WAIVE CLAIMS AGAINST EACH OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, IRRESPECTIVE OF THE BASIS OF SUCH LOSS OR DAMAGE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN; NOR SHALL EITHER PARTY BE LIABLE FOR LOSS OF PROFIT, OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER LEGAL THEORY.</p>		
<p>Insurance: Vendor shall at all times during the term of this Agreement with AHS maintain in force those insurance policies as designated in the attached Exhibit C, "Insurance Requirements for Professional Services Contracts", and will comply with its applicable "Additional Requirements and/or Conditions".</p>		
<p>Workers' Compensation: Vendor shall provide Workers' Compensation insurance at Vendor's own cost and expense and further, neither Vendor nor its carrier shall be entitled to recover any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.</p>		
<p>Conformity with Law, Standards And Safety:</p> <p>a. Vendor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services or any part hereof, including The Joint Commission standards for compliance and accreditation, State Department of Health requirements, as set forth in California Code of Regulations, Title 22, and all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal, and local safety regulations. Vendor shall furnish services that permit AHS to comply with all applicable Centers for Medicare and Medicaid Services (CMS) conditions of participation and standards of contracted services. All services performed by Vendor must be in accordance with these laws, ordinances, codes and regulations. Vendor shall indemnify and hold AHS harmless from any and all liability, fines, penalties and consequences from any noncompliance or violations of such laws, ordinances, codes and regulations.</p> <p>Vendor and its employees and subVendors will report potential identified compliance issues to AHS's Contract Manager or Compliance Officer when identified.</p>		

<p>b. Excluded Provider. Vendor represents and warrants to AHS that: (a) neither Vendor nor any of its employees performing any services under the Agreement is ineligible to participate in any federal or state procurement or non-procurement program or is being or is excluded from participation in a federally-funded health care program, including Medicare, or Medi-Cal; and (b) no subVendor performing any services under the Agreement is ineligible to participate in any federal or state procurement or non-procurement program or is being or is excluded from participation in a federally-funded health care program, including Medicare or Medicaid. Upon the occurrence of an event described in the foregoing subsections (a) or (b), Vendor immediately shall provide written notice of the event to AHS and AHS shall have the right to terminate the Agreement for cause.</p> <p>c. Vendor agrees to participate in AHS Compliance Program trainings when offered or in the alternative provide a written copy of its own Compliance Program to AHS' contract monitor within sixty days after the execution of this Agreement. Vendor, when applicable, shall complete all necessary HIPAA training as may be required by AHS.</p> <p>d. Vendor agrees to abide by any rules, regulations and any other policies and procedures covering the Vendor established by AHS including but not limited to conformity with AHS health screening requirements.</p>		
<p>Payment</p> <p>a. Payment to Vendor will be made only upon presentation of proper claim by Vendor subject to the approval of AHS.</p> <p>b. In no event shall the Vendor be paid in an amount greater than the amount listed on Page 1 Paragraph 5 of this Agreement, for the stated term of the Agreement, for the services described or referred to in this Agreement. AHS shall not be liable to Vendor for any payment or claim for any service(s) rendered under this Agreement in excess of the amount listed on Page 1, Paragraph 5 of this Agreement unless and until this Agreement is modified, in writing, and executed by officials authorized to bind AHS.</p>		
<p>Invoice Dispute Resolution: In the event that any invoiced amount is disputed in good faith by AHS, AHS shall deliver written notice of such disputed amount to Vendor within thirty (30) days of the date of the invoice and such notice shall toll AHS payment obligation until resolution of the dispute as described herein. Upon receipt of written notice of a billing dispute, Vendor shall promptly deliver to AHS any backup or other information reasonably necessary to support the correctness of any disputed amount. AHS shall have fifteen (15) days ("Review Period) from date of receipt of such information to examine such information and shall pay all portions of such disputed amount which have been substantiated by such information. In the even the Parties are unable to resolve any remaining dispute amount within fifteen (15) days after the end of the Review Period, either Party may explore any remedies available to it.</p>		
<p>Travel Expenses: Vendor shall not be allowed or paid travel expenses unless set forth in this Agreement.</p>		
<p>Work Products and Inventions: AHS shall have a royalty free, exclusive, and irrevocable license to reproduce, publish and use all original computer programs, writings, sound recordings, pictorial reproductions, drawings and other works of similar natures produced in the course of or under this Agreement; and Vendor shall not publish any such material without prior written consent of AHS.</p>		

<p>Confidentiality of Information: The parties acknowledge that in the course of Vendor performing the services each party may be furnished with, receive or otherwise have access to information of or concerning the other party which such party considers to be confidential, proprietary, a trade secret or otherwise restricted. (For avoidance of doubt, the Deliverables (except for any Vendor materials contained in the Deliverables) shall not be considered confidential information of Vendor.) The receiving party agrees to (i) receive such confidential information in strict confidence and not disclose it to any third party without the prior written consent of the party; (ii) accord such confidential information at least the same level of protection against unauthorized use or disclosure that the receiving party customarily accords to its own confidential information of a like nature, but in no event less than reasonable care; and (iii) use such confidential information solely and exclusively for the purposes of and in accordance with the terms of the Agreement. Notwithstanding the above, neither party shall be liable for disclosure or use of any particular confidential information of the other party if the same (i) is or becomes known to the receiving party on a non-confidential basis without breach of any obligation of confidentiality; (ii) is independently developed by the receiving party without reference to the other party's confidential information; or (iii) is legally required to be disclosed. This section shall survive the termination of the Agreement. Promptly following termination or expiration of the Agreement the parties shall, upon request of the disclosing party, destroy and/or deliver to the furnishing party all confidential information received during the performance of the services.</p>		
<p>HIPAA. The parties understand and agree that AHS and each of its facilities are Covered Entities under HIPAA. Where required under the HIPAA Privacy Rule (45 C.F.R. §164.504 (e) (1)), a Business Associate Addendum ("BAA") is attached and incorporated herein as Exhibit E.</p> <p>Information Subject to the Public Record Act and Other Disclosure Laws. The parties understand and agree that AHS is a public entity and thus subject to the California Public Records Act (Government Code Section 6250 et seq.) and its relevant disclosure requirements. Under certain circumstances, AHS may be required to disclose information including the contents of this Agreement in accordance with the California Public Records Act or other applicable sections of the California Code as well as federal laws.</p> <p>If AHS notifies Vendor of a request for disclosure of any of Vendor Confidential Information, Vendor must notify AHS within five (5) business days if there is any information in the Agreement that Vendor requires to withhold from disclosure. If Vendor fails to respond within five (5) business days, Vendor understands and agrees that it will waive its opportunity to object to disclosure by AHS to a third party. AHS shall not be liable to Vendor for any information that AHS disclosed as a result of Vendor failing to respond timely as prescribed herein. If Vendor requests that AHS withhold from disclosure information identified by Vendor as confidential, and AHS complies with Vendor's request, Vendor shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless AHS from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting Vendor's information), and pay any and all costs and expenses related to the withholding of Vendor's information.</p>		
<p>Conflict of Interest: The Parties hereto and their respective employees or agents shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement. Vendor, and any and all agents or employees of Vendor agree to complete and submit, on an annual basis or upon request, conflict of interest disclosure forms, in a form and format required by AHS, to the Clerk of the Board of Trustees.</p> <p>Vendor nor any member of Vendor's family shall serve on any AHS or any AHS Affiliates board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises Vendor's operations, or authorizes funding to Vendor.</p> <p>No Financial Interest. Vendor represents and warrants to AHS that neither Vendor nor any of its affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Vendor's performance of its duties and responsibilities to AHS under this Agreement or otherwise create an appearance of impropriety with respect to this Agreement.</p>		

<p>No Abuse of Authority for Financial Gain. Vendor represents and warrants to AHS that neither Vendor nor any of its affiliates, nor any employees of either, has used or shall use the authority provided or to be provided under this Agreement to improperly obtain financial gain for Vendor, any of its affiliates, any of their employees, or any member of the immediate family of any such employee.</p> <p>No Use of Information for Financial Gain. Vendor represents and warrants to AHS that neither Vendor nor any of its affiliates, nor any employees of either, has used or shall use any AHS Confidential Information acquired in connection with this Agreement to obtain financial gain for Vendor, any of its affiliates, any of their employees, or any member of the immediate family of any such employee.</p>		
<p>Use of AHS Property: Vendor shall not use AHS premises or property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.</p>		
<p>Equal Employment Opportunity Practices Provisions: Vendor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.</p>		
<p>Vendor shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.</p> <p>a. Vendor shall, if requested to do so by AHS, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.</p> <p>b. If requested to do so by AHS, Vendor shall provide AHS with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state and federal law.</p> <p>c. Vendor shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.</p> <p>d. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.</p> <p>e. Vendor shall include the provisions set forth in paragraphs numbered 16a through 16e (above) in each of its subcontracts.</p>		
<p>Assignment of Contract: Nothing contained in this Agreement shall be construed to permit assignment or transfer by Vendor of any rights or delegation of any duties under this Agreement and such assignment, transfer or delegation of duties is expressly prohibited and void unless otherwise approved in writing by AHS.</p>		
<p>No Third Party Beneficiaries: Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or permitted assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.</p>		
<p>Drug Free Workplace: Vendor and Vendor's employees shall comply with AHS's policy of maintaining a drug free workplace. Neither Vendor nor Vendor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any AHS facility or work site. If Vendor or any employee of Vendor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at an AHS facility or work site, the Vendor, within five days thereafter, shall notify the head of the AHS department for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.</p>		

<p>Access To Records: Until the expiration of five years after the furnishing of any services pursuant to this Agreement, Vendor shall make available, upon written request, to AHS or to the federal/state/county government, or any of their duly authorized representatives, this Agreement, and such books, documents and records of Vendor that are necessary to certify the nature and extent of the reasonable cost of services to AHS. If Vendor enters into an AHS approved agreement with any related organization to provide services pursuant to this Agreement with a value or cost of \$10,000 or more over a twelve month period, such agreement shall contain a clause to the effect that until the expiration of five years after the furnishing of services pursuant to such subcontract, the related organization shall make available, upon written request, to AHS or to the federal/state/county government, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the services and costs. This paragraph shall be of no force and effect when and if it is not required by law, or if modified by law, such modification will supersede this clause. AHS shall have access to Vendor’s financial records for purposes of audit. Such records shall be complete and available for audit 90 days after final payment hereunder and shall be retained and available for audit purposes for five years after final payment hereunder.</p> <p>AHS shall have the right to conduct an audit/compliance review of Vendor, and Vendor shall cooperate fully and promptly with such audit. AHS may conduct periodic audits of billing and collection services performed by Vendor under this Agreement. Vendor shall comply within ten (10) business days with any reasonable request of AHS for records pertaining to billing, collections, and clinical care.</p>		
<p>Employment Eligibility: Persons providing services under this Agreement will be required to provide AHS the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Vendor shall ensure that its employees providing services under this Agreement are eligible for employment as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the contract as required by the Immigration Reform and Control Act of 1986.</p>		
<p>Administrative Responsibilities: Consistent with Title 22, California Administrative Code, Section 70713, AHS retains professional and administrative responsibility for services rendered under this Agreement. AHS’s retention of these responsibilities shall not alter or modify in any way the hold harmless, indemnification, insurance or independent Vendor provisions set forth herein.</p>		
<p>Termination: Termination at Will. Either party may terminate this Agreement without cause and without further liability by providing NINETY (90) days' notice, in writing, to the other party.</p>		
<p>Termination for Breach: AHS may terminate this Agreement upon ten (10) business day written notice of the material breach of this Agreement by Vendor, which breach has remained uncured for a period of ten (10) business days from the date of written notice thereof (the “Cure Period”), provided that if the material breach cannot reasonably be cured within the ten (10) days, the breaching party must commence to cure within the ten (10) day period and diligently prosecute the cure until the breach is cured.</p>		
<p>Complete Agreement: This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto and contains all the covenants and agreements between the parties with respect to the rendering of such services under this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.</p>		
<p>Lobbying: Vendor shall not use any funds provided hereunder to pay the salary or expenses of any person or entity who, while on the job, is engaging in activities designed to influence legislation or appropriations pending before the Congress of the United States, California State Legislature or the Alameda County Board of Supervisors.</p>		

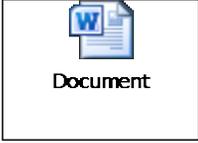
<p>Nonsolicitation of Employees: During any term under this Agreement, neither party shall directly attempt to employ or retain the services of the other party's employees without the other party's prior written consent. If a party breaches this provision, the other party shall be entitled to recover damages from the breaching party in the amount of the annual base salary in effect for that employee as of the termination of employment. Notwithstanding the foregoing, this paragraph shall not apply to employees who approach such party indirectly in response to the advertisement by such party placed in a newspaper of general circulation or professional publication (including advertisement on the world wide web or an online service) or through a hiring agency.</p>		
<p>Improper Conduct: Notwithstanding any other provision of this Agreement, Vendor agrees that they, or any member of their staff, if charged with a felony or otherwise engages in improper conduct which results in a negative impact upon AHS, or its officers or employees, Vendor shall remove itself or the effected member of their staff from AHS premises until such matter is fully resolved to the satisfaction of AHS. Prior to removal, Vendor may meet with representatives of AHS to discuss AHS's concern(s) regarding said charge(s) and/or conduct and Vendor shall be provided an opportunity to respond.</p>		
<p>Notice: All notices to the parties under the terms of this Agreement shall be sent to:</p> <p>Vendor Name:</p> <p>Vendor Contact:</p> <p>Contact Phone:</p> <p>Contact Email:</p> <p>Alameda Health System Attention: Vice President, Contracting 7677 Oakport Street, 11th Floor Oakland, CA 94621</p>		
<p>Non-Waiver: The failure of either party to this Agreement to enforce any of its rights hereunder shall not preclude such party from enforcing such rights at a later time or any other rights it may have hereunder.</p>		
<p>Force Majeure: Neither party shall be liable for, or be considered to be in breach of or in default under the terms of this Agreement if prevented, restricted or interfered with from performing any of its obligations as stipulated in this Agreement from reasons that are beyond the reasonable control of the affected party, including but not limited to: fire, earthquake, storms, or other acts of God and elements; acts of terrorism, explosions or other casualty or accident; strikes and labor disputes; court orders; war, sabotage or other violence; any law, order proclamation, regulation, ordinance, or demand or requirement of any governmental agency (a condition hereinafter referred to as a "Force Majeure Condition"). In such Force Majeure Condition, the affected party shall give prompt notice to the other party as to the nature and effect of the problem and use commercially reasonable efforts to rectify such problem as soon as possible.</p>		
<p>Headings: The section headings used in this Agreement are intended for convenience of reference and will not by themselves determine the construction or interpretation of any provision of this Agreement.</p>		
<p>Counterparts: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.</p>		
<p>Governing Law and Jurisdiction: Qualified Veterans and Disabled Individuals: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.</p>		

<p>Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.</p>		
<p>Warranty of Authority: Each party represent and warrants to the other that it has all necessary rights, powers and authority to enter into and perform its obligations under the Agreement and that the execution, delivery and performance has been duly authorized by all necessary corporate action. Vendor represents and warrants to AHS as of the Effective Date there is not and there shall not be, any outstanding obligations that prevents Vendor from entering into this Agreement and fully performing its obligations under this Agreement.</p>		
<p>Survival : Notwithstanding any provision in this Agreement to the contrary, the following provisions shall survive termination or expiration of this Agreement: Sections 2 (Hold Harmless/Indemnification); 3 (Limitation of Liability); 4 (Insurance); 10 (Work Products and Inventions); 11 (Confidentiality of Information); 20 (Access to Records); 26 (Non Solicitation of Employees).</p>		
<p>Customer: Alameda Health System By: _____ (Signature) _____ (Printed or Typed Name) _____ (Title) _____ (Date)</p> <p>Vendor: _____ (Printed Vendor Name)</p> <p>By _____ (Signature) _____ (Printed or Typed Name) _____ (Title) _____ (Date)</p>		

EXHIBIT A: VENDOR'S CERTIFICATION AND AUTHORITY STATEMENT

The attached Vendor's Certification and Authority Statement is required by Alameda Health System to be included as an attachment to all agreements for products and services included in this RFP.

Please access Alameda Health System's Vendor's Certification and Authority Statement using the embedded word document below:



SUBVendor COMPANY INFORMATION (IF APPLICABLE)

The attached Vendor's Certification and Authority Statement is required by Alameda Health System to be included as an attachment to all agreements for products and services included in this RFP.

Please access Alameda Health System's Vendor's Certification and Authority Statement using the embedded word document below:



Acknowledge
Exception