



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-6

For the meeting of: December 16, 2014

Date: November 21, 2014
To: Board of Supervisors
From: Phillip Smith-Hanes, County Administrative Officer *CD for PST*
Subject: Janitorial Product and Dispenser Agreement

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and authorize the Purchasing Agent to execute two (2) originals of the Agreement with Mission Linen Supply Company for the purchase of janitorial paper products, hand soap, sanitizer and to include no charge installation of updated dispensers.
2. Authorize the Purchasing Agent to execute all future amendments to, and renewals of, the Agreement with Mission Linen Supply Company.

SOURCE OF FUNDING:

Central Services Fund

Prepared by Bev Pixley, Senior Buyer CAO Approval *Amundson*

REVIEW: Auditor *MBM* County Counsel *JS* Human Resources *RV/OF* Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor *Sundberg* Seconded by Supervisor *Fennell*
Ayes *Sundberg, Lovelace, Bohn, Fennell, Bass*
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No. _____
Meeting of: _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Dec. 16, 2014*
By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

DISCUSSION:

After collaboration with Public Works Facilities and Department of Health and Human Services Facilities a need to consolidate janitorial products was identified. Along with that need it was recognized that janitorial paper product and soap dispensers would need to be updated to accommodate the consolidation of products.

On March 11, 2014, County Purchasing issued a bid request for janitorial paper products and dispenser replacement. Bids were solicited for products and required vendor installation of new dispensers, approximately 210 toilet tissue dispensers and 219 paper towel dispensers. Recommendations from bidders to include foam soap and hand sanitizer added these products to the scope of work resulting in an informal bid for these products.

This janitorial paper products and dispenser replacement bid request netted responses from four vendors. The proposals were reviewed and awarded to Bay West, Inc., based on the lowest projected cost and the price guarantee. Bay West sold their business prior to the implementation of the Agreement, therefore; the award moved to the next lowest bidder, Mission Linen Supply Company.

**HUMBOLDT COUNTY JANITORIAL PAPER PRODUCTS & DISPENSER REPLACEMENT BID #14-103 RECAP - REVISED
INITIAL VENDOR NOT ABLE TO SUPPLY 11/4/2014**

PAPER PRODUCT DESCRIPTION	MFG	PRODUCT #	PLY	CASE WEIGHT	CASE QUANTITY	PRICE PER CASE	# SHTS OR FT PER CASE	COST PER ROLL	COST PER SHEET
MENDES									
ADVC JUMBO TP	SCA	12024402	2PLY	18.6#	12 RLS @ 751	40.56	9012	3.38	0.0045
ADVC TP	SCA	110292A	2PLY	25.5#	36 RLS@1000	43.74	36000	1.22	0.0012
ADVC ROLL TOWEL	SCA	290089		27#	6 RLS@700	45.33	4200	7.555	0.0102
NO PRICE INCREASE FIRST YEAR, NTE 7% IN CONSECUTIVE YEARS									
BAY WEST - WITHDRAWN									
ECOSOFT JUMBO ROLL TP	WAUSAU	60090	2PLY		12 RLS@2000	28.54	24000	2.38	0.0012
REGULAR ROLLS TP	WAUSAU	6390	2PLY		36 RLS@800	48.5	28,800	1.35	0.0017
DUBLNATURE ROLL TOWEL	WAUSAU	71040			6 RLS@1000	41.89	6000'	6.98	0.0012'
PRICE REMAINS FOR 5 YEAR AGREEMENT									
MISSION LINEN									
PRESERVE JUMBO ROLL 9" TP	VONDREHLE	1209	2PLY	24#	12 RLS@1000	26.61	12000	2.22	0.0022
REGULAR ROLL TP	VONDREHLE	RT500	2PLY	35#	96 RLS@500	38.05	48000	0.40	0.0008
PAPER TOWEL ROLL WHITE	VONDREHLE	88012-B	2PLY	51#	12 RLS @800'	51.61	9600	4.30	0.0054
PAPER TOWEL ROLL BROWN	VONDREHLE	88012-N	2PLY	51#	12 RLS@800'	42.57	69600	3.55	0.0044
NO PRICE INCREASE FIRST & SECOND YEAR 3% YEARS 3-5									
WAXIE									
TP	GP	19375	2PLY	23.89#	36rls@ 321	43.24	11550	1.201	0.0037
T JUMBO	GP	13728	2PLY	15.35#	8 RLS @ 1000	19.76	8000	2.47	0.0025
SOPFUL ROLL TOWEL BROWN	GP	26480	1PLY	34.65#	6RLS @ 1000	39.53	6000	6.58	0.0395
DID NOT PROVIDE COST PROJECTION FOR THE CONTRACT TERM									

The informal foam soap and hand sanitizer with installation of dispensers bid request netted responses from two vendors. Mission Linen Supply Company's product price is the lowest and there was no cost for the

dispensers or installation of the dispensers, therefore, these items are included in the Agreement Scope of Work.

VENDOR	PRODUCT DESCRIPTION	MFG	PRODUCT #	SIZE	CASE WEIGHT	CASE QTY	PRICE PER CASE	PRICE PER EACH	COST PER ML
MISSION LINEN	ANTI-BACTERIAL FOAM SOAP	F-Matic	8269-0000	1000 ml	22.31#	4/1000	22.31	5.58	0.005
	FOAM HAND SANITIZER	F-Matic	8240-0000	1000 ML	20.07#	4/1000	20.07	5.02	0.005
MENDES SUPPLY	PREMIUM FOAM SOAP	Hillyard	HIL0039403	1250 ML		4/1250	50.45	12.61	0.01
	FOAM INSTANT HAND SANITIZER	Hillyard	HIL0040303	1250 ML		4/1250	45.95	11.49	0.009

Upon execution of this agreement with Mission Linen Supply Company, the vendor will begin the installation of updated janitorial product dispensers as outlined in Exhibit A. Mission Linen Supply Company will guarantee pricing as outlined in Exhibit B for the five year contract period.

FINANCIAL IMPACT:

The estimated spend for janitorial paper products is \$34,000 annually. The estimated spend for hand soap is \$1,700 annually. The hand sanitizer is a new product; the estimated spend is \$1,500 annually. It is anticipated that these estimates will decrease with the consolidation and updating of janitorial products.

This recommendation supports the Board’s Strategic Framework by managing the County’s resources to ensure sustainability of available services.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board may choose to not accept this agreement. This is not recommended as it will continue to require multiple varieties of janitorial products be ordered thus not maximizing bulk product pricing. It will also require that County facilities staff continue replenishment and store multiple varieties of janitorial paper products thus not consolidating time or space.

ATTACHMENTS:

- Mission Linen Supply Company Agreement
- Scope of Work - Exhibit A
- Schedule of Pricing – Exhibit B
- Dispenser Warranty and Buy Out Schedule – Exhibit C

**AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
MISSION LINEN SUPPLY COMPANY**

This Agreement is entered into this 2nd day of January, 2015 by and between the COUNTY of Humboldt, hereinafter referred to as "COUNTY," and Mission Linen Supply Company, a California Corporation, hereinafter referred to as "VENDOR," (collectively referred to as "the PARTIES") and is made upon the following considerations:

WHEREAS, COUNTY desires to retain the VENDOR to install Vondrehle double jumbo roll, single jumbo roll, double single roll toilet paper dispensers and paper towel dispensers; F-Matic manual foam soap dispensers and hand sanitizer dispensers in thirty-six (36) locations throughout COUNTY (see Exhibit A); and

WHEREAS, VENDOR agrees to warranty/replace dispensers against mechanical malfunction and normal wear and tear for the Agreement term; and

WHEREAS, VENDOR agrees to honor the prices quote provided in COUNTY Janitorial Paper Product Bid #14-103 and supplemental informal COUNTY bid; prices shown in Exhibit B for two years of Agreement term with a 3% price increase in year three, a 3% increase in year four and a 3% increase in year five; and

WHEREAS, VENDOR has represented that they are ready, willing and able to supply the goods as required under this Agreement for the Agreement term.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION OF SERVICES:

- A. COUNTY agrees to order the products, as identified in Exhibit B – Schedule of Pricing, which is attached hereto and incorporated herein by reference, as needed throughout the term of the Agreement.
- B. VENDOR agrees to sell and deliver the quantity of products the COUNTY orders from Exhibit B at the prices listed for two years of Agreement term with a 3% price increase in year three, a 3% increase in year four and a 3% increase in year five.
- C. VENDOR agrees to furnish, install, service and maintain the Vondrehle double jumbo roll, single jumbo roll, double single roll toilet paper dispensers and paper towel dispensers; F-Matic manual foam soap dispensers and hand sanitizer dispensers at no charge to COUNTY as described in Exhibit A – Scope of Work, which is attached hereto and incorporated herein by reference.
- D. In providing the equipment as herein provided, VENDOR agrees to fully cooperate with the COUNTY Public Works Facilities Maintenance staff and the COUNTY Department of Health and Human Services Facilities Maintenance staff to install and maintain properly working dispensers during the entire term of the Agreement. VENDOR agrees that dispenser installation, service and maintenance may need to take place outside of normal business hours.

- E. VENDOR agrees all dispensers and the mounting locations will be compliant with the California and Federal accessibility standards (ADA). If any dispenser or mounting location is found not to be compliant with California or Federal accessibility standards, VENDOR agrees to replace or move dispenser within 72 hours upon notice and at no cost to the COUNTY. VENDOR agrees to repair any damage to finishes due to mounting height or location that fails to comply with the California or Federal accessibility standards at no cost to COUNTY.

2. TERM:

The term of this Agreement begins January 2, 2015 and will continue in full force and effect for a period of five (5) years until January 2, 2020, unless sooner terminated as provided herein. By mutual agreement, this Agreement may be extended for three (3) additional one (1) year terms at agreed prices by written amendment signed by both parties.

3. TERMINATION:

- A. Breach of Contract. If, in the sole opinion of COUNTY, VENDOR fails to adequately perform the services and/or supply the goods required under this Agreement within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law which applies to its performance, COUNTY may terminate this Agreement immediately, upon notice.
- B. Without Cause. COUNTY may terminate this Agreement for any reason upon thirty (30) days prior written notice to VENDOR. The notice shall specify the effective termination date.
- C. Lack of Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is terminated or reduced, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide VENDOR seven (7) days' notice to terminate this Agreement due to lack of funding.

4. COMPENSATION:

- A. VENDOR agrees that the cost of providing and installing the Vondrehle double jumbo roll, single jumbo roll, double single roll toilet paper dispensers and paper towel dispensers; F-Matic manual foam soap dispensers and hand sanitizer dispensers identified in Exhibit A shall be borne solely by VENDOR. Such dispensers shall remain the property of VENDOR. Upon termination of this Agreement, dispensers shall be purchased by COUNTY at the prices listed in Exhibit C. Exhibit C extends depreciation to zero cost in the event that this Agreement is extended to an eight (8) year term.
- B. COUNTY agrees that it shall purchase the identified goods at the prices listed in Exhibit B.
- C. VENDOR agrees that delivery of all ordered goods will be made by VENDOR at no charge to the locations identified on the COUNTY purchase order.
- D. The PARTIES agree that the prices as set forth in Exhibit B shall remain in effect and that price increases shall follow the rate increases as described in this Agreement.

5. PAYMENT:

- A. Upon receiving and fulfilling an order from COUNTY to purchase goods identified in Exhibit B, VENDOR shall submit an itemized invoice for the order to COUNTY Purchasing.
- B. Notwithstanding the foregoing, no payment will be made unless VENDOR first obtains a purchase order number before processing an order from the COUNTY.
- C. Payment for goods will be made within thirty (30) days after the receipt of the invoice by the COUNTY.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt COUNTY Purchasing
Attn: Sr. Buyer
825 5th Street, Room 112
Eureka, CA 95501

VENDOR: Mission Linen Supply
ATTN: Dennis Pieper
1401 Summer Street
Eureka, CA 95501

7. CONFIDENTIAL INFORMATION:

In the performance of this Agreement, VENDOR may receive information that is confidential information under local, state or federal law. VENDOR agrees to comply with all laws regarding confidentiality and shall advise and require all subcontractors to comply with the laws of confidentiality.

8. CLIENT CONFIDENTIALITY:

- A. Unauthorized Disclosure of Identifying Information. VENDOR shall protect from unauthorized disclosure the names and other identifying information concerning persons receiving services from COUNTY that may become available to VENDOR as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- B. Use of Identifying Information. VENDOR shall not use such identifying information for any purpose other than carrying out VENDOR's obligations under this Agreement.
- C. Requests for Disclosure. All requests for disclosure of such identifying information shall be promptly transmitted to COUNTY.

9. NUCLEAR FREE CLAUSE:

VENDOR certifies by its signature that VENDOR is not a Nuclear Weapons Contractor, in that VENDOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear components as defined by the Nuclear Free COUNTY Ordinance. VENDOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if VENDOR becomes a Nuclear Weapons Contractor.

10. NON-DISCRIMINATION COMPLIANCE:

- A. Employment. In connection with the execution of this Agreement, VENDOR shall not discriminate against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by federal, state or local laws or ordinances. This policy does not require the employment of unqualified persons.
- B. Delivery of Services. VENDOR shall not discriminate in the provision of services because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, political affiliation, sex, age or sexual orientation.
- C. Compliance with Anti-Discrimination Laws. VENDOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1974, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, and other applicable federal and state laws to ensure that employment practices and the delivery of services are non-discriminatory.

11. INDEMNIFICATION:

VENDOR shall defend, indemnify and hold harmless COUNTY and its officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, and liabilities of any kind or nature (including reasonable attorney fees and other costs of litigation) of every nature arising out of or in connection with VENDOR's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage resulting from the sole negligence or willful misconduct of COUNTY.

12. INSURANCE REQUIREMENTS:

THIS AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and VENDOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the COUNTY Board of Supervisors.

- A. General Insurance Requirements. Without limiting VENDOR's indemnification obligations provided for herein, VENDOR shall take out and maintain and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any

extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A: VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of VENDOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of TWO MILLION DOLLARS (\$2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or shall be twice the required occurrence limit.
2. Automobile/Motor Liability Insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000) combined single limit coverage. Such coverage shall include coverage of all owned, non-owned, leased and hired vehicles and trucks. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
3. Workers' Compensation Insurance as required by the Labor Code of the State of California, with Statutory Limits, and Employers Liability Insurance with a limit of no less than ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees.
4. Professional Liability Insurance – Errors and Omissions Coverage including coverage in an amount no less than TWO MILLION DOLLARS (\$2,000,000) for each occurrence (FOUR MILLION DOLLARS (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. VENDOR shall require that the aforementioned professional liability language be incorporated into its agreements with any other entities with which it contracts for professional services.
5. Insurance Notices:
COUNTY of Humboldt
Attn: HR - Risk Management
825 5th Street, Room 131
Eureka, CA 95501

B. Special Insurance Requirements. Said policies shall unless otherwise specified herein be endorsed with, the following provisions:

1. The Comprehensive General Liability Policy shall provide that COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of VENDOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.

- b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance as to COUNTY.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
2. The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the Notice provisions set forth under Section 6. It is further understood that VENDOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 4. For claims related to this project, VENDOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to VENDOR's insurance and will not be called upon to contribute with it.
 5. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
 6. VENDOR shall furnish COUNTY with certificates and original endorsements affecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by COUNTY's Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over ONE HUNDRED THOUSAND DOLLARS (\$100,000) shall be disclosed to and approved by COUNTY. If VENDOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and VENDOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to VENDOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required aggregate limit is encumbered, and VENDOR shall be required to purchase additional coverage to meet the above aggregate limits.

13. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that VENDOR shall not be entitled to any benefits to which COUNTY employees are entitled, including but not limited

to overtime, retirement benefits, workers' compensation and injury leave or other leave benefits.

14. COMPLIANCE WITH LAWS:

VENDOR agrees to comply with all applicable local, state and federal laws and regulations, including but not limited to, the Americans with Disabilities Act.

VENDOR shall maintain all necessary licensure and certification requirements at all times during this Agreement. VENDOR agrees that all professional level persons employed by VENDOR have met applicable professional licensure requirements pursuant to local, state and federal laws and regulations.

15. SEVERABILITY:

In the event that any provision of this Agreement be declared or found to be illegal, unenforceable, ineffective or void by any court of law, then each party shall be relieved of any obligations arising in such provision; the balance of this Agreement, if capable of performance, shall remain in full force and effect.

16. ASSIGNMENT:

VENDOR shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY. Any assignment by VENDOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements, contracts or other arrangements usually or customarily entered into by VENDOR to obtain or arrange for supplies, technical support or professional services.

17. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of the parties and to each of their heirs, executors, administrators, successors and assigns.

18. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

19. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

20. ENTIRE AGREEMENT:

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties pertaining to the same subject matter.

21. AMENDMENT:

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

22. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning this Agreement prepared by and /or submitted by VENDOR shall become the property of COUNTY. VENDOR may retain copies for its records. In the event of termination of this Agreement, for any reason whatsoever, VENDOR shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

23. STANDARD OF PRACTICE:

VENDOR warrants that VENDOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession under similar circumstances. VENDOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers, Internet). In addition, VENDOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place, and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to COUNTY Administrative Office Purchasing Team.

25. INFORMATION TECHNOLOGY ASSURANCES:

VENDOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by VENDOR in the performance of services pursuant to this Agreement, other than those owned or provided by COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to COUNTY under this Agreement.

26. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the COUNTY of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

27. SUBCONTRACTS:

VENDOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. VENDOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracts will be subject to all applicable provisions of this Agreement. VENDOR shall be responsible for the performance of any subcontractor whether approved by COUNTY or not.

28. INTERPRETATION:

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

29. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

30. FORCE MAJEURE:

Neither VENDOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

31. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates hereinafter indicated.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER, OR TREASURER.

MISSION LINEN SUPPLY

By: Mark Whitten

Date: 11/17/14

Name: MARK WHITTEN

Title: VP SALES

By: Anne Wilson

Date: 11/17/14

Name: Anne Wilson

Title: VP Finance & CFO

COUNTY OF HUMBOLDT

By: _____

Phillip Smith-Hanes
Purchasing Agent

Date: _____

APPROVED AS TO FORM:

By: Joyce Stigter
COUNTY Counsel

Date: 12/4/14

INSURANCE REQUIREMENTS REVIEWED AND APPROVED:

By: [Signature]
Risk Analyst

Date: 12/4/14

EXHIBIT A
SCOPE OF WORK

VENDOR agrees to install Vondrehle double jumbo roll, single jumbo roll, double single roll and paper towel dispensers; F-Matic manual foam soap dispensers and hand sanitizer dispensers, black finish, in thirty-six (36) locations an approximate total of 209 toilet tissue dispensers, 204 paper towel dispensers, 204 foam soap dispensers and 156 hand sanitizer dispensers at no charge to COUNTY. Dispensers shall accommodate products proposed in Exhibit B. VENDOR agrees to fully warranty dispensers against mechanical malfunction and normal wear and tear for the term of this Agreement. COUNTY agrees to purchase replacement dispensers needed as a result of theft and/or vandalism (reference pricing shown in Exhibit C).

Vendor agrees that all dispensers and mounting locations are in compliance with California Building Code and Federal accessibility standards (ADA). Dispenser or mounting location found not to be compliant with California Building Code or Federal accessibility standards will be replaced or moved by vendor within 72 hours upon notice at no cost to COUNTY. Any damage to finishes due to incorrect mounting height or location will be repaired by VENDOR at no cost to the COUNTY or repaired by COUNTY with cost charged to VENDOR. Repairs to finishes as a result of new dispenser installation will be repaired by the COUNTY at COUNTY expense.

VENDOR agrees to meet with COUNTY Public Works Facilities Maintenance staff and COUNTY Department of Health and Human Services Facilities Maintenance staff to develop a working list for installation within 30 days of the Effective Date of this Agreement. Installation of all locations shall be completed within 90 days of the Effective Date of this Agreement. VENDOR agrees that installation may need to take place outside of normal business hours.

Any location unable to accommodate an upgrade shall be agreed to by COUNTY Purchasing. VENDOR agrees to accommodate reasonable revisions to the Dispenser List.

DISPENSER LIST

Building or Area	Address	Toilet Tissue Dispenser	Paper Towel Dispenser	Soap Dispenser	Hand Sanitizer Dispenser
Agriculture/Farm Bureau	5630 South Broadway, Eureka	14	13	13	7
Alternate Counsel	931 3rd Street, Eureka	2	3	3	2
Conflict Counsel	935 3rd Street, Eureka	2	2	2	2
Public Defender	1001 4th Street, Eureka	5	6	6	3
Facilities Management Shop	901 2nd Street, Eureka	2	4	4	2
Information Technology	839 4th Street, Eureka	2	3	3	2
Clark Complex	3015 H Street	8	7	7	4
(includes Planning, Elections, and part of basement)					
Coroner	3012 I Street, Eureka	2	3	3	2
CYFS	1711 3rd Street, Eureka	8	9	9	4
DHHS - Medical Records	2950 E Street, Eureka	2	3	3	2
DHHS - AOD	734 Russ Street, Eureka	2	3	3	2
DHHS - Case Managers	2933 H Street, Eureka	1	2	2	1
DHHS - Hope Center	2933 H Street, Eureka	2	2	2	2
DHHS - Behavioral Health	730 Harris Street, Eureka	2	2	2	2
DHHS - Healthy Moms	2910 H Street, Eureka	5	6	6	5
DHHS - Mental Health	720 Wood Street, Eureka	14	7	7	7
DHHS - Children's Center Annex	2944 D Street, Eureka	3	4	4	3
DHHS - Children's Center	2956 D Street, Eureka	3	4	4	3
Probation/Regional Facility	2002 Harrison Ave., Eureka	8	8	8	4
Public Works	1106 2nd Street, Eureka	3	4	4	3
Public Health - Main	529 I Street, Eureka	12	17	17	12
Public Health - TAY	550 I Street, Eureka	2	3	3	2
Library	1313 3rd Street, Eureka	18	11	11	18
Animal Shelter	980 Lycoming Ave., McKinleyville	7	5	5	5
Garberville Campus	727 Cedar Street, Garberville	19	7	7	7
(includes Sheriff Substation, Library, Vet's Bldg, Health Dept., and BOS office)					
Social Services Campus	600 West Clark	20	25	25	25
(includes Bldgs A, B, C, D, E, F)					
Basement Courthouse	825 5th Street, Eureka	3	4	4	2
Ground Floor Courthouse	825 5th Street, Eureka	8	7	7	4
1st. Floor Courthouse	825 5th Street, Eureka	5	8	8	4
3rd. Floor Courthouse	825 5th Street, Eureka	11	10	10	5
4th. Floor Courthouse	825 5th Street, Eureka	6	5	5	5
5th. Floor Courthouse	825 5th Street, Eureka	4	3	3	2
Jail Lobby Courthouse	825 5th Street, Eureka	3	2	2	2
Dispatch Courthouse	825 5th Street, Eureka	1	2	2	1
Totals		209	204	204	156

EXHIBIT B
SCHEDULE OF PRICING

AGREEMENT TERM PRICING FOR YEARS 1 AND 2

PAPER PRODUCT DESCRIPTION	MFG	PRODUCT #	PLY	CASE QUANTITY	PRICE PER CASE
PRESERVE JUMBO ROLL TP	VONDREHLE	1209	2PLY	12 RLS	26.61
PRESERVE SINGLE ROLL TP	VONDREHLE	RT500	2PLY	96 RLS	38.05
PRESERVE WHITE ROLL TOWEL	VONDREHLE	88012-B	2PLY	12 RLS	51.61
ANTI-BACTERIAL FOAM SOAP	F-MATIC	8269-0000	N/A	4/1000 ML	22.31
FOAM HAND SANITIZER	F-MATIC	8240-0000	N/A	4/1000 ML	20.07

AGREEMENT TERM PRICING FOR YEAR 3

PAPER PRODUCT DESCRIPTION	MFG	PRODUCT #	PLY	CASE QUANTITY	PRICE PER CASE
PRESERVE JUMBO ROLL TP	VONDREHLE	1209	2PLY	12 RLS	27.41
PRESERVE SINGLE ROLL TP	VONDREHLE	RT500	2PLY	96 RLS	39.19
PRESERVE WHITE ROLL TOWEL	VONDREHLE	88012-B	2PLY	12 RLS	53.16
ANTI-BACTERIAL FOAM SOAP	F-MATIC	8269-0000	N/A	4/1000 ML	22.98
FOAM HAND SANITIZER	F-MATIC	8240-0000	N/A	4/1000 ML	20.67

AGREEMENT TERM PRICING FOR YEAR 4

PAPER PRODUCT DESCRIPTION	MFG	PRODUCT #	PLY	CASE QUANTITY	PRICE PER CASE
PRESERVE JUMBO ROLL TP	VONDREHLE	1209	2PLY	12 RLS	28.23
PRESERVE SINGLE ROLL TP	VONDREHLE	RT500	2PLY	96 RLS	40.37
PRESERVE WHITE ROLL TOWEL	VONDREHLE	88012-B	2PLY	12 RLS	54.75
ANTI-BACTERIAL FOAM SOAP	F-MATIC	8269-0000	N/A	4/1000 ML	23.67
FOAM HAND SANITIZER	F-MATIC	8240-0000	N/A	4/1000 ML	21.29

AGREEMENT TERM PRICING FOR YEAR 5

PAPER PRODUCT DESCRIPTION	MFG	PRODUCT #	PLY	CASE QUANTITY	PRICE PER CASE
PRESERVE JUMBO ROLL TP	VONDREHLE	1209	2PLY	12 RLS	29.08
PRESERVE SINGLE ROLL TP	VONDREHLE	RT500	2PLY	96 RLS	41.58
PRESERVE WHITE ROLL TOWEL	VONDREHLE	88012-B	2PLY	12 RLS	56.40
ANTI-BACTERIAL FOAM SOAP	F-MATIC	8269-0000	N/A	4/1000 ML	24.38
FOAM HAND SANITIZER	F-MATIC	8240-0000	N/A	4/1000 ML	21.93

Paper product pricing in this Agreement is a result of COUNTY Janitorial Paper Product Bid #14-103. Foam soap and hand sanitizer pricing in this Agreement is a result of supplemental COUNTY informal bid.

EXHIBIT C
DISPENSER WARRANTY AND BUY OUT SCHEDULE

DISPENSER WARRANTY:

VENDOR agrees to fully warrant dispensers against mechanical malfunction and normal wear and tear for term of this Agreement. COUNTY agrees to purchase replacement dispensers needed as a result of theft and/or vandalism. Such dispensers shall remain the property of the VENDOR. Upon termination of this Agreement, dispensers shall be purchase by COUNTY at the prices listed herein.

DISPENSER COST AND BUY OUT SCHEDULE:

DISPENSER ITEM #	DISPENSER DECRPTION	REPLACEMENT COST	COST AT Yr 5 - 70%	COST AT Yr 6 - 80%	COST AT Yr 7 - 90%	COST AT Yr 8 - 0%
3253	Double Jumbo Roll TP Dispenser	\$18.00	\$5.40	\$3.60	\$1.80	0
AE42V	Single Jumbo Roll TP Dispenser	\$13.25	\$3.98	\$2.65	\$1.33	0
25000	Standard 2 roll TP Dispenser	\$19.50	\$5.85	\$3.90	\$1.95	0
3467	Paper Towel Dispenser	\$46.50	\$13.95	\$9.30	\$4.65	0
8243	Soap and Hand Sanitizer Dispenser	\$11.75	\$3.53	\$2.35	\$1.18	0