

AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND
CENTURY LINEN & UNIFORM INC.
FOR LINEN & LAUNDRY SERVICES
AT THE SHAKER PLACE AND REHABILITATION CENTER

RESOLUTION NO. 460 of 2019 (passed November 12, 2019)

This Agreement is made by and between the County of Albany, a municipal corporation acting by and through its County Executive (on behalf of the Albany County Nursing Home), with its principal place of business at 112 State Street, Albany, New York 12207 (hereinafter called the "County"), and Century Linen & Uniform, a New York corporation with offices located at 335 North Main Street, Gloversville, New York 12078 (hereinafter called the "Contractor," and together with the County, may be referred to individually as a "[P]arty" and collectively as the "[P]arties").

W I T N E S S E T H:

WHEREAS, the County required an emergency contract to provide linen and laundry services to the Shaker Place Rehabilitation and Center, due to the County's initial contractor being unable to service the County's needs; and

WHEREAS, on July 16, 2019, the County and the Contractor entered into an emergency Agreement to provide the Shaker Place Rehabilitation and Nursing Center with linen and laundry services; and

WHEREAS, Section 16 of that emergency Agreement requires that, should the Contractor be awarded a State Contract by the New York State Office of General Services, that the Parties would execute an Amendment to the Emergency Agreement signed upon July 16, 2019; and

WHEREAS, the Contractor has been identified as a qualified provider for laundry and linen services by the New York State Office of General Services Procurement Services Group pursuant to Contract Award Notification Group 79039—Laundry and Linen Services (Statewide), Award Number 23147, Contract No. PS68679 (hereinafter the "State Contract Award"); and

WHEREAS, the Contractor has agreed to provide laundry and linen services to the County pursuant to the terms of the State Contract; and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid laundry and linen services pursuant to the terms offered by Contractor (hereinafter the "Contractor Proposed Amendment"); and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Contractor to provide the aforesaid laundry and linen services through **Resolution No. 460 of 2019**, on November 12, 2019; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned supplies, and to execute a fully-integrated agreement with respect thereto;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement, the State Contract which is incorporated herein and made a part hereof in its entirety by reference; and the Contractor's Proposed Amendment, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the State Contract; and 3) the Contractor's Proposed Amendment.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

2.1 The Contractor shall service all linens used in the normal operation of the Shaker Place Rehabilitation and Nursing Center. Linens shall be laundered in a mutually agreed upon manner by the standards required by the Joint Commission of Accreditation of Hospitals, all regulatory agencies, and as outlined in "TRSA STANDARDS FOR HOSPITAL SERVICE." These services shall be rendered by the Contractor to the County pursuant to the terms of the State Contract, which is incorporated by reference and made a part hereof.

2.2 Pickups and Deliveries. Pickups and deliveries of laundry by the Contractor shall occur five (5) days a week (Monday through Friday) or as otherwise mutually agreed by the Parties). The Contractor shall process the County's linen on a twenty-four (24) hour basis, at the rates listed in Article 3 of this Agreement. This includes all holiday with the exceptions of Christmas, Thanksgiving, and New Year's Day. The Contractor shall work with the County to adjust

deliveries and pickups with the addition of a Saturday deliver (if necessary) before or after the aforementioned holidays.

2.3 Bulk Bins and Carts. The Contractor shall provide a reasonable amount of bulk laundry bins and carts for the sole purpose of the transport of County's clean and soiled linens. These bins shall remain the property of the Contractor, and the Contractor shall clean, sanitize, and cover all bins and carts prior to delivery to the County. The County shall indemnify and hold harmless the Contractor from any and all claims, damages, or liabilities arising from the misuse of said bins and carts on the County's premises. The County shall return any and all supplemental "Rental" bins and carts which may be in the County's possession prior to the termination of this Agreement.

2.4 Property of the County. The Contractor shall use its best efforts to remove all needles, sharp objects, and other property of County's patients and employees from soiled linen prior to making such linen available to Contractor for pickup.

2.5 Medical Waste/Hazardous Materials. In the event that Contractor shall discover Medical Waste or Hazardous Materials in any soiled linen, the Contractor shall notify the County in writing of the occurrence and request that the County retrieve said regulated medical waste or hazardous materials from the Contractor. Contractor shall not be responsible for any medical waste or hazardous material within any and all linen, or other property received by the Contractor. The County is responsible for the disposal of all regulated medical waste and hazardous materials at no cost to the Contractor. The County agrees to take any and all necessary actions to reduce and eliminate the expose to the Contractor. The County shall indemnify and hold harmless the Contractor from any all claims, damages, or liabilities with respect to medical waste and hazardous materials discovered in any and all linen received by the Contractor.

2.6 Other Property. In the event the Contractor shall discover other materials in any soiled linen, County-owned goods, or any other property, the Contractor will notify the County in writing and request that the County retrieve said materials from the Contractor. The Contractor shall not be responsible for any property discovered within any all linen, County-owned goods, or other property received by the Contractor. The County shall indemnify and hold harmless the Contractor from any and all claims, damages, or liabilities with respect to other materials discovered in any and all linen, County-owned goods, and other property received by Contractor. Contractor shall make every effort to return Items such as telemetry units, glasses, hearing aids etc.

2.7 Contractor Representative. The Contractor shall designate a representative who shall visit the County's premises on a monthly basis, or as otherwise mutually agreed upon by the Parties, so that the Contractor may consult with the County regarding any initiatives, directives, or concerns.

2.8 Warranty. The Contractor shall endeavor to maintain within any thirty (30) day period, linen rejection rates of <1% for laundry service. The Contractor shall credit the County the processing cost of any linen which is reasonable rejected by the County. The Contractor will return to the County, in a separate package, any County-owned goods and linen that the Contractor determines are permanently stained. The County shall be responsible for disposing of said goods and linen.

ARTICLE 3. COMPENSATION

3.1 The Contractor shall be compensated at the rate of \$.521 per Clean Scale Pound.

3.2 In consideration of the terms and obligations contained in this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed THREE HUNDRED THIRTY THOUSAND, AND 00/100 (\$330,000.00) DOLLARS (US CURRENCY) annually for three years, a total of NINE HUNDRED NINETY THOUSAND AND 00/100 (\$990,000.00) DOLLARS for all services performed under this Agreement.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Shaker Place Rehabilitation and Nursing Center, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

This Agreement shall commence on July 19, 2019 and continue in effect until July 18, 2022.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or

interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the Contractor shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Contractor to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute Contractor.

ARTICLE 7. PROHIBITION OF CONTRACT ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of

age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor either (a) has no business operations in Northern Ireland; or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under §4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 14. RELATIONSHIP OF THE PARTIES

Contractor is, and will function as, an independent Contractor under the terms of this Agreement, and shall not be considered an agent or employee of the County for any purpose. The agents, representatives, and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives, or employees of the County.

ARTICLE 15. INDEMNIFICATION

Contractor shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents, representatives, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

ARTICLE 16. INSURANCE COVERAGE

- 16.1 Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.
- 16.2 Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate(s). No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.
- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, Contractor warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition. Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. ACCOUNTING RECORDS

- 19.1 Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software, or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 20. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any

kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 21. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE 22. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE 23. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs.

ARTICLE 24. HEADINGS—CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 25. NOTICES

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 26. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The designated venue is Albany, New York.

ARTICLE 27. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 28. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 29. STORMWATER MANAGEMENT PROGRAM

The Contractor specifically agrees to comply with the terms and conditions of the County's stormwater management program (SWMP) as set forth in Albany County Local Law No.7 for 2007 and further agrees to implement any corrective actions identified by the County or a representative. The Contractor understands that the County must comply with the conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. The Contractor further understands that any non-compliance will not diminish, eliminate or lessen the Contractor's own liability. The Contractor shall execute and deliver to the Count a certification statement prior to commencing any work.

ARTICLE 30. ENTIRE AGREEMENT

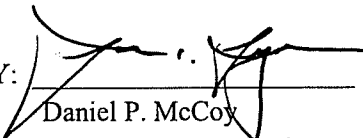
This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

[The Rest of This Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

DATED: 2/24/2020

BY: 
Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch, Esq.
Deputy County Executive

CENTURY LINEN & UNIFORM INC.

DATED: 2/10/20

BY: 

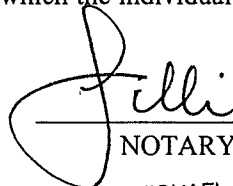
STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ____ day of _____, 2020, before me, the undersigned, personally appeared DANIEL P. MCCOY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 24 day of February, 2020, before me, the undersigned, personally appeared DANIEL C. LYNCH, ESQ., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

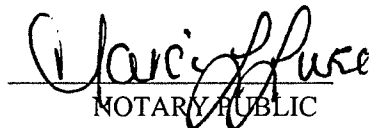

NOTARY PUBLIC

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023

STATE OF NEW YORK)
COUNTY OF Fulton) SS.:

On the 10th day of February, 2020, before me, the undersigned, personally appeared Gary R Fuller personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DARCI L LUCI
Notary Public, State of New York
Registration #01LU6364986
Qualified In Fulton County
Commission Expires Sept. 25, 2021


NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury, sickness, or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobile.

General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structures, with limits of not less than:

| Liability For: | Combined Single Limit |
|-----------------|-----------------------|
| Property Damage | \$1,000,000.00 |
| Bodily Injury | \$1,000,000.00 |
| Personal Injury | \$1,000,000.00 |