

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Wednesday, May 25, 2022

5:30 PM

Held Remotely

Elder Care Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH CENTURY LINEN & UNIFORM INC. REGARDING THE RENTAL AND CLEANING OF LINENS AND SPECIALTY ITEMS
3. AUTHORIZING AN AGREEMENT WITH INTALERE, INC. REGARDING GROUP PURCHASING

County of Albany

*Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207*



Meeting Minutes

Wednesday, March 2, 2022

5:30 PM

Held Remotely

Elder Care Committee

PREVIOUS BUSINESS:

- Present:** Carolyn McLaughlin, Bill L. Ricard, Robert J. Beston,
Frank J. Commisso, Joanne Cunningham, Gary W.
Domalewicz, Frank A. Mauriello and Jennifer A. Whalen
- Excused:** Norma J. Chapman

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH PRO-CARE LTC PHARMACY REGARDING PHARMACEUTICAL SERVICES AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

3. AMENDING RESOLUTION NO. 453 FOR 2020 REGARDING HOME DELIVERED MEALS FOR SENIORS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. AMENDING RESOLUTION NO. 454 FOR 2020 REGARDING HOME DELIVERED MEALS FOR SENIORS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

5. AMENDING RESOLUTION NO. 457 FOR 2020 REGARDING CONGREGATE MEAL SERVICES FOR SENIORS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

6. AMENDING RESOLUTION NO. 458 FOR 2020 REGARDING CONGREGATE MEAL SERVICES FOR SENIORS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

7. AUTHORIZING AN AGREEMENT WITH POINT CLICK CARE TECHNOLOGIES, INC. REGARDING ELECTRONIC MEDICAL RECORDS SYSTEM MANAGEMENT

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

8. AUTHORIZING AN AGREEMENT WITH TC EQUIPMENT REGARDING RESIDENT CLOTHING HAMPERS FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

April 14, 2022

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with Century Linen and Uniform Services who will provide linen rental and laundry services to Shaker Place Rehabilitation and Nursing Center.

Century Linen is a participant in NYSID, group #79039, award #23147 and contract #PS68679. Since Century Linen is a participant in NYSID, no RFP was required and they were approved by our Procurement department (see attached concurrence letter).

This contract will be for a period of five (5) years with a budget amount not to exceed \$1,980,000.00.

These services will include the rental and cleaning of resident bed linens, towels and washcloths, and ancillary items such as mops and drapes, they will also provide disposable laundry bags.

We respectfully request approval of this contract.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel





County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3279, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Century Linen and Uniform to Provide Rental Linen and Laundry Services

Date:	April 14, 2022
Submitted By:	Larry I. Slatky
Department:	Shaker Place Rehabilitation and Nursing Center
Title:	Executive Director
Phone:	518-213-8940
Department Rep.	
Attending Meeting:	Larry I. Slatky

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Linen Rental and Cleaning

Contract Terms/Conditions:

Party (Name/address):

Century Linen and Uniform
335 North Main Street
Gloversville, New York 12078

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,980,000.00

Scope of Services: Century Linen and Uniform will provide resident linens, that include, sheets, pillow cases, draw sheets, resident gowns, wash clothes, under pads, blankets and will also be responsible to clean mops, drapes and rags and will supply disposable laundry bags.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: New York State Department of Health and Centers for Medicaid and Medicare Services

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: NH960209-44032
Appropriation Amount: \$1,980,000.00

Source of Funding - (Percentages)

Federal: 0
State: 0
County: 100
Local: 0

Term

Term: (Start and end date) 07/19/2022 through 07/18/2027
Length of Contract: 60 months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 460 of 2019
Date of Adoption: 11/12/2019

Justification: (state briefly why legislative action is requested)

Shaker Place Rehabilitation and Nursing Center is required under NYSDOH and CMS regulatory standards to furnish every resident with clean linen as needed. Century Linen and Uniform is a participant in the NYSID program (Group Number 79039, Award Number 23147, contract Number PS68679) and therefore no RFP/RFB is required. Century Linen and Uniform was approved by our procurement department, (see attached documents and concurrence letter).

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").

WITNESSETH:

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

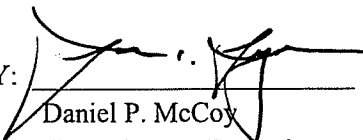
This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

[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.

Jelli
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

Darci L Luci
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

RESOLUTION NO. 460**AUTHORIZING AN AGREEMENT WITH CENTURY LINEN & UNIFORM, INC. REGARDING THE RENTAL AND CLEANING OF LINENS AND SPECIALTY ITEMS**

Introduced: 11/12/19

By Elder Care Committee:

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Century Linen & Uniform, Inc. regarding the rental and cleaning of linens and specialty items for Shaker Place Rehabilitation and Nursing Center in the amount of \$330,000 per year for a total amount of \$990,000 over a three-year term commencing July 19, 2019 and ending July 18, 2022, and

WHEREAS, The Executive Director indicated that Century Linen & Uniform, Inc. will provide the rental and cleaning of sheets, pillow cases, draw sheets, towels, and other linens in addition to the rental and cleaning of specialty items such as mops and rags and the purchase of transfer bags, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Century Linen & Uniform, Inc., Gloversville, NY 12078 regarding the rental and cleaning of linens and specialty items for Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$330,000 per year for a total amount not to exceed \$990,000 over a three-year term commencing July 19, 2019 and ending July 18, 2022, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 11/12/19

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of November 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of November, 2019.

A handwritten signature in cursive script, appearing to read "Paul T. Dennis".

Clerk, Albany County Legislature

PROFESSIONAL LAUNDRY SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 19h day of July 2022 by and between **CENTURY LINEN & UNIFORM.**, a New York corporation with offices at 335 North Main Street, Gloversville, New York 12078 (hereinafter referred to as (“CENTURY”), and **Shaker Place located at 100 Heritage Ln , Albany, NY 12211**, (hereinafter referred to as “The Facility”).

WHEREAS, The Facility is desirous of having CENTURY launder all of its linens and certain articles of wearing apparel. And Whereas, CENTURY is in the professional laundry business and is fully equipped to process all of the laundering needs of The Facility.

WHEREAS, CENTURY’s business operations include cleaning laundry, linen rental, uniform supplier, and servicing the laundry needs of The Facility; and

WHEREAS, the parties desire to enter into this Agreement for laundry services.

NOW THEREFORE, in consideration of the covenants contained herein, the parties hereby mutually agree as follows:

1. All linens used in the normal operation of the facility shall be laundered , and or rented from CENTURY. Linens shall be laundered by CENTURY in a mutually agreed manner and not less than the minimum standards as required by the Joint Commission of Accreditation of Hospitals, all regulatory agencies and as outlined in “TRSA STANDARDS FOR HOSPITAL SERVICE” .Note: Sheets, draws ,Pillow Cases to be Ironed, all other items will be Machine or Hand folded as per Standard CENTURY Specifications unless otherwise mutually agreed.
2. **Term.** The term of this agreement shall begin July 19, 2022 and shall terminate on July 18, 2027.

3. Pricing. During the term of this Agreement, pricing for services rendered by CENTURY shall be as follows, referred to as base rate, all pricing summarized in SCHEDULE “A”. (Not to exceed current CENTURY/OGS/NYSID unit pricing)

3.1. For a period of twelve (12) Months, laundry services shall be provided by CENTURY to The Facility at the rates listed in Schedule "A". The quoted prices as listed in Schedule "A" are subject to Customer agrees that Century may, on each anniversary of this Agreement, increase the charges for goods and services provided under this Agreement by a rate of no less than 1.0% and no greater than inflation as measured by and not to exceed the Consumer Price Index (Northeast Urban) for All Urban Consumers. Information on this index is posted at <http://www.bls.gov/home.htm>, whichever is less & is capped at 3%. Prices will be held for the first 1 year . The Parties agree that Century will make, and the Customer has hereby accepted, the Annual Increases as referenced herein. (Not to exceed current CENTURY/OGS/NYSID annual increases)

3.2 Fuel/Energy Charges. In the event that fuel and energy rates rise more than 15% over the "Base rate", (above levels that prevailed when pricing for this contract was executed.) CENTURY and Facility will negotiate an additional fee to compensate for these burdensome expenses. Base rate Fuel/Energy charges are defined as diesel \$5.00 /gallon "base rate", CENTURY & Facility will negotiate any additional "fuel" or "delivery" charge, submitted not exceed \$.01 per clean pound. CENTURY shall endeavor to prorate the facilities relative share of incremental cost to each customer based on volume and distance.

4. Payment Terms. All payments shall be made by The Facility to CENTURY within thirty (30) days. All payments made in full within ten (10) days shall receive a Two (2.00%) Percent discount.(Five day grace period for mail) Any payment which is outstanding greater than sixty (60) days shall be charged interest/penalty at a rate of \$0.01 per pound .

4.1. Invoices. All charges will be invoiced weekly and summarized in a monthly statement.

5. Insurance. CENTURY agrees to carry adequate insurance against fire and theft as a safeguard for The Facilities laundry and linens in their possession. A statement of adequacy, naming The Facility as the insured will be made part of this agreement.

6. Miscellaneous Services. CENTURY shall provide the following products and services at the rates hereinafter set forth:

7. Bulk Bins and Carts. CENTURY shall provide a reasonable amount of bulk laundry bins and carts for the sole purpose of transport of Facilities' clean and soiled linens. Said bins and carts shall remain the property of CENTURY and shall clean, sanitize and cover all bins and carts prior to delivery to The Facility. The Facility shall indemnify and hold harmless CENTURY from any and all claims, damages, or liabilities arising from the misuse of said bins and carts on The Facility's premises. The Facility shall return any & all supplemental "Rental" bins and carts which may be in their possession to CENTURY upon termination of contract.

10. Property of The Facility. Facility shall use its best efforts to remove all needles, sharp objects and other property of Facility's patients and employees from soiled linen prior to making such linen available to CENTURY for pick up.

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

12. Other Property. In the event that CENTURY shall discover other materials in any soiled linen, Facility owned good, or other property, CENTURY will notify Facility in writing and request that The Facility retrieve said material from CENTURY. CENTURY shall not be responsible for any property discovered within any and all linen; Facility owned goods or other property received by CENTURY. The Facility shall indemnify and hold harmless CENTURY from any and all claims, damages or liabilities with respect to other materials discovered in any and all linen, Facility owned goods, and

other property received by CENTURY. CENTURY will make every effort to return Items such as telemetry units, glasses, hearing aids etc.

13. CENTURY Representative. CENTURY shall designate a representative whom shall visit The Facility's premises on a monthly basis, or as otherwise mutually agreed upon by CENTURY and The Facility, so that CENTURY may consult with The Facility regarding any initiatives, directives or concerns.

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

15. Pick-up and Delivery Schedule. Shall occur Five (5) days per week as follows Monday Thru Fridays as otherwise mutually agreed.

15.1 Twenty Four Hour Turn: As per 15.0, CENTURY will process (Turn) Facilities' specialty linen on a 24 hour basis, at the rates listed in schedule "A". This includes all Holidays with exceptions on Christmas, Thanksgiving & New Years days. CENTURY being closed these days will work with the facility to adjust with the addition of a Saturday delivery (if necessary) before or after said Holiday, as mutually agreed.

16. Termination for Cause. This Agreement may be terminated by either party for cause upon the occurrence of any of one or more of the following events:

17 Default. The Facility's failure to pay any invoice within ninety (90) days of issuance.

18 Bankruptcy. Either party's filing of a voluntary petition under the Bankruptcy Code, or failure to obtain dismissal of any involuntary petition under the Bankruptcy Code within thirty (30) days of such filing.

18.4. Assignment For the Benefit of Creditors. Either party makes a general assignment for the benefit of such party's creditors.

18.5. Insolvency. Either party becomes insolvent, is dissolved or is liquidated.

18.6. Interruption of Services. The interruption of CENTURY's services by reason of acts of nature, strikes, lockouts or other, industrial disturbances, war, blockades, riots, arrests, explosions, fires, accidents to machinery, or any other cause not in the control of CENTURY for a period exceeding twenty (20) consecutive days. In the event of such interruption, CENTURY shall not be liable for any such interruption. In the event of such an interruption, CENTURY shall take immediate measures to obtain alternate linen services for The Facility; including and not limited to contracting with another laundry for a period of twenty (20) consecutive days. Should it be necessary for CENTURY to provide substitute service for a period exceeding twenty (20) consecutive days, either party may terminate this Agreement. CENTURY's backup laundry is at the time of contract signing identified our Balzano , Gloversville & Johnstown N.Y. plants, and may change periodically throughout the term of this contract, however, upon change all facilities utilizing CENTURY's services must be notified in writing. Backup laundry service must be of equal or better quality and provided at the same price.

18.7. Breach. If either party breaches any of the terms and conditions of this Agreement ("breach"), the other party shall give written notice setting forth in detail the breach and the party receiving such notice shall have sixty (60) days from the date of said notice to cure said breach. The parties agree that in the event of a breach of this Agreement they will meet at least twice during the sixty (60) day cure period in an attempt to resolve and cure any breach. If the party receiving notice of breach shall fail to cure within said sixty (60) day period, the party giving notice of breach may terminate

this Agreement. A waiver by either party of a breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.

18.8. Effect of Termination. Except as otherwise provided herein, upon termination of this Agreement for cause under this Section 12, all future obligations and responsibilities under this Agreement shall cease immediately. Any and all current obligations, including payment for services rendered, shall become immediately due and payable.

19. Confidentiality. The parties agree that neither party will at any time during the term of this Agreement or thereafter in any fashion, form or manner, either directly or indirectly, divulge, disclose, or communicate to any person, firm, corporation or association in any manner whatsoever any information of any kind, nature or description concerning any matters affecting or relating to the business of the other party, including without limiting the generality of the foregoing, charges relating to this Agreement, or any other information of, about, or concerning the business of the parties, manner and operation of the parties, plans, techniques, processes or other data of any kind, nature or description of the parties without regard to whether any or all of the foregoing matters would be deemed confidential, material or important, the parties hereto stipulating that as between them, the matters are important, material and confidential and gravely affect the effective and successful conduct of the business of the parties, and their good will, and that any breach of the terms of this section is a material breach hereof.

20. Books and Records. For a period not exceeding four years from the performance of services by CENTURY pursuant to this Agreement, CENTURY shall make available, upon written request, CENTURY's books and records relating to an individual Facility to the United States Secretary of Health and Human Services, or upon request, to the United States Comptroller General, or any of either agency's duly authorized representatives.

21. Miscellaneous Provisions. The following miscellaneous provisions shall apply to this Agreement:

21.1. Notices. All notices and other communications given pursuant to this Agreement will be deemed to have been properly given or delivered if mailed, by

certified mail, postage prepaid, addressed to the appropriate party, at the address for such party set forth at the beginning of this Agreement. Any party may from time to time designate by written notice given pursuant to this Section 21.1. Any other address or party to which any such notice or communication or copies thereof will be sent.

21.2. Governance. This Agreement will be governed by the laws of the State of New York without reference to conflict of laws principles.

21.3. Jurisdiction. The parties consent to jurisdiction in New York and venue in Fulton County, New York, for purposes of all claims arising under this Agreement.

21.4. Successor and Assigns. This Agreement will be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

21.5. Captions. All captions, headings and subheadings are for convenience only and are not of substantive effect.

21.6. Binding Effect. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and writings (or any part thereof) whether oral or written between the parties hereto relating to the subject matter hereof. There are no oral agreements in connection with this Agreement.

21.7. Amendment. Neither this Agreement nor any provision of this Agreement may be waived, modified or amended orally or by any course of conduct but only by an agreement in writing duly executed by both of the parties hereto.

21.8. Validity. If any article, section, portion, subsection or sub portion of this Agreement is determined to be unenforceable or invalid, then such article, section, portion, subsection or sub portion will be modified in the letter and spirit of this Agreement to the extent permitted by applicable law so as to be rendered valid and any such determination will not affect the remainder of this Agreement, which will be and remain binding and effective as against all parties hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CENTURY Linen and Uniform

By: _____
Gary R. Fuller Executive Vice President

The Facility

By: _____

SCHEDULE 'A'

LAUNDRY SERVICES

BASE PRICE Rental price \$.562 per pound
Major Patient items, to include the following:

Patient gown – standard
Patient gown – 10X
Bath blanket
Thermal spread – white
Pillowcase
Fitted sheet – knit; 36x84
Sheet – flat regular
Underpad – large 34x36
Bath towel – 24x48
Washcloth – 12x12
Clothing protector – adult
Pajama pants – x-large

Specialty items: \$.90 per pound to Include:

Dust Mop – 36”
Dust Mop – 18”
Wet Mop – 16 oz.
Fitted sheet – knit; bariatric 48x80
Rags/Wipes – 5 lb. bag
Resident Personals \$1.35 per pound COG
Re-sale
Disposable Laundry Bags – blue, cs./240 \$59.00
Disposable Laundry Bags – yellow, cs./240 \$59.00

Other items to be added as mutually agreed in writing only



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Larry Slatky
Shaker Place Rehabilitation and Nursing Center

FROM: Karen Storm
Purchasing Agent

DATE: April 7, 2022

RE: Laundry Services for Shaker Place

I am in receipt of your recommendation to award the aforementioned to Century Linen & Uniform.

As Century Linen is on New York Contract, Group Number 79039, Award Number 23147, Contract Number PS68679, I concur with your recommendation.

I have confirmed that the contract is currently in effect and the discount being applied is correct.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to Century Linen.



Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	: Group 79039 – Laundry and Linen Services (Statewide) Classification Code(s): 76, 80, 85
Award Number	: <u>23147</u>
Contract Period	: August 19, 2019 to August 18, 2024
Bid Opening Date	: February 26, 2019
Date of Issue	: August 19, 2019 (October 18, 2021)
Specification Reference	: As Incorporated In The Solicitation
Contractor Information	: Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Wendy Nieves Title : Contract Management Specialist Phone : 518-486-7313 E-mail : wendy.nieves@ogs.ny.gov	Procurement Services Customer Services Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This award is for Laundry and Linen Services (Statewide) in various regions across the State. These contracts are for two classes of Products: 1. Contractor-owned Goods and 2. Customer-owned Goods.

This Contract Award Notification contains MWBE goals of 0% MBE and 0% WBE.

There are no SDVOB Goals on this Contract.

PR # 23147

(continued)

23147ra01

NOTE: See individual contract items to determine actual awardees.

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>FED.IDENT.</u>	<u>NYS VENDOR#</u>
PS68676	A&P Coat, Apron & Linen Supply LLC	13-1694756	1000026000
PS68677	AlSCO, Inc D/B/A AlSCO New York	87-0252999	1100012766
PS68678	Bates Troy, Inc	16-0968856	1000015104
PS68679	Century Linen & Uniform Inc.	14-1009105	1000013686
PS68680	FDR Services Corp. of New York	46-2232639	1100090205

Cash Discount, If Shown, Should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

(continued)

Group 79039 - Laundry and Linen Services (Statewide)
Attachment 1 - Pricing
February 25, 2022

Region	4
Counties within Region	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Schoenectady and Schoharie

Contractor Name:	Century Linen & Uniform Inc.
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Contractor-Owned Goods Price Per Piece

Product Description	Product Type	Size	Weight/Thread Count	Blend	Color Description	Unit of Measure (per pound or per piece)	List Price	Discount	NYS Extended Price	ADA Compliant (Select from dropdown)
Bath Towel	Towels	22"44	6.5/doz	65/65 blend	White	Per Piece	\$ 0.29	3.00%	\$ 0.28	No
Wash Cloth	Towels	12"12	1#/Doz	65/65 blend	White	Per Piece	\$ 0.11	3.00%	\$ 0.10	No
Adult Bib/Clothing Protect Terry	Towels	Adult	22 #	100% cotton	White	Per Piece	\$ 0.23	3.00%	\$ 0.23	No
Adult Bib/Clothing Protect Plaid	Bibs/Clothing Protectors	Adult	.18#	65/65 blend	Plaid	Per Piece	\$ 0.31	3.00%	\$ 0.30	No
Lab Coat Blend	Lab Coats	s-2XL	1.00#	65/65 blend	White	Per Piece	\$ 1.06	3.00%	\$ 1.03	No
Scrub Top	Scrubs	S-2XL	0.5	65/65 blend	Misty Green or Jade	Per Piece	\$ 0.69	10.00%	\$ 0.62	No
Scrub Pant	Scrubs	s-2XL	0.5	65/65 blend	Misty Green or Jade	Per Piece	\$ 0.69	10.00%	\$ 0.62	No
Flat Sheet	Bed Linens	66"115	1.25	T-180 55/45 blend	White	Per Piece	\$ 0.51	3.00%	\$ 0.51	No
Draw Sheet	Bed Linens	Standard	0.75	T-180 55/45 blend	White	Per Piece	\$ 0.41	3.00%	\$ 0.40	No
Pillow Case	Bed Linens	Standard	0.22	T-180 55/45 blend	White	Per Piece	\$ 0.29	3.00%	\$ 0.28	No
Knit Filled sheet	Bed Linens	36" x 64" x 13"	24oz	55/45 blend	White	Per Piece	\$ 0.51	3.00%	\$ 0.49	No
Bath Blanket	Blankets	72"90	2.0#	Cotton/Poly Blend	Un bleached	Per Piece	\$ 0.52	3.00%	\$ 0.51	No
Thermal Blanket	Blankets	74"90	2.65#	Cotton	White	Per Piece	\$ 1.25	3.00%	\$ 1.22	No
Bed Spread	Bed Linens	bin size	1.25#	Cotton/Poly Blend	Varies	Per Piece	\$ 0.90	3.00%	\$ 0.88	No
Underpad	Underpads/Mattress Pads	34"36	1.2#	Cotton/Poly Blend	Varies	Per Piece	\$ 0.52	3.00%	\$ 0.51	No
Diaper	Cloth Diapers/Liners	Standard	0.2	Cotton	White	Per Piece	\$ 0.31	3.00%	\$ 0.30	No
Wet Mop Cotton	Environmental Services Products	Standard	24 oz	Cotton	White	Per Piece	\$ 0.58	3.00%	\$ 0.57	No
Standard Dust Mop	Environmental Services Products	Standard	16"	Cotton/Poly Blend	White	Per Piece	\$ 0.63	3.00%	\$ 0.61	No
Micro fiber wet mop	Environmental Services Products	16"	16"	Micro Fiber	Green	Per Piece	\$ 0.31	3.00%	\$ 0.30	No
Micro fiber dry mop	Environmental Services Products	16"	16"	Micro Fiber	Blue	Per Piece	\$ 0.31	3.00%	\$ 0.30	No
Terry Rags Mix	Environmental Services Products	Standard	1#	Cotton/Poly Blend	White	Per Piece	\$ 1.06	3.00%	\$ 1.03	No
Tie Patient Robe	Robes	Standard	1.1#	Cotton/Poly Blend	White	Per Piece	\$ 1.06	3.00%	\$ 1.03	No
Cubicle Curtain	Cubicle Curtains	S-XL	5-8#	Cotton/Poly Blend	White	Per Piece	\$ 10.63	3.00%	\$ 10.31	No
Re-usable soil bag	Soil Bags	Standard	1#	Cotton/Poly Blend	White	Per Piece	\$ 1.06	10.00%	\$ 0.96	No
Restraints	Restraints	Standard	N/A	N/A	N/A	Per Piece	\$ 2.66	3.00%	\$ 2.58	No
Aprons	Aprons and Butcher Coats	Standard	0.2	Cotton/Poly Blend	White	Per Piece	\$ 0.31	3.00%	\$ 0.30	No
Chef Coat	Aprons and Butcher Coats	Standard	1	Cotton/Poly Blend	White	Per Piece	\$ 1.06	3.00%	\$ 1.03	No
Lifter	Positioning and Lifting Devices	Standard	N/A	N/A	N/A	Per Piece	\$ 2.66	3.00%	\$ 2.58	No
Surgical 4 towelPack	Surgical/Operating Room Packs	Standard	1	Cotton/Poly Blend	Misty Green or Jade	Per Piece	\$ 3.72	3.00%	\$ 3.61	No
OR Towel	Surgical/Operating Room Packs	Standard	0.22	Cotton/Poly Blend	Misty Green or Jade	Per Piece	\$ 0.31	3.00%	\$ 0.30	No
OR Wrapper	Surgical/Operating Room Packs	45"45	0.4	Cotton/Poly Blend	Misty Green or Jade	Per Piece	\$ 0.52	3.00%	\$ 0.51	No
OR Wrapper	Surgical/Operating Room Packs	54"54	0.55	Cotton/Poly Blend	Misty Green or Jade	Per Piece	\$ 0.63	3.00%	\$ 0.61	No



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

April 4, 2022

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with Intalere Group Purchasing which will enable us to receive discounts on purchases when we access their services.

There is no cost for this service, which we have been utilizing for the past five years. We are requesting to continue this relationship for an additional five year period.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel





County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-3256, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Intalere Group Purchasing Agreement

Date:	April 4, 2022
Submitted By:	Larry I. Slatky
Department:	Shaker Place Rehabilitation and Nursing Center
Title:	Executive Director
Phone:	518-213-8940
Department Rep.	
Attending Meeting:	Larry I. Slatky

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Intalere, Inc.
2 City Place Drive
Suite 400
St. Louis, MO 63141

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$.00

Scope of Services: Intalere is a Group Purchasing Company that is utilized by Shaker Place Rehabilitation and Nursing Center that permits us to receive discounts on purchases when we access their services. There is no charge for this service.

Bond Res. No.: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No
Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: N/A
Revenue Amount: N/A

Appropriation Account and Line: N/A
Appropriation Amount: N/A

Source of Funding - (Percentages)

Federal: 0
State: 0
County: 0
Local: 0

Term

Term: (Start and end date) 10/1/2022 through 09/30/2027
Length of Contract: 60 months

Impact on Pending Litigation

If yes, explain: Yes No
Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 340
Date of Adoption: 9/11/2017

Justification: (state briefly why legislative action is requested)

Intalere is a group purchasing organization that provides discounted products and equipment, who the nursing home has used for five years with no problems and we therefore, request that we continue this relationship.

Intalere Group Purchasing Participation Agreement



THIS PARTICIPATION AGREEMENT ("Agreement") by and between the undersigned facility and its related entities if applicable, as listed on Attachment A hereto, and as amended from time to time (collectively "Member") and Intalere, Inc., a group purchasing organization ("Intalere"), shall commence on the first day of the month following execution of this Agreement by Member; ("Agreement Date").

Member operates a health care or other facility that purchases a variety of products and services ("Products") needed for Member's business from various suppliers and distributors ("Suppliers") of such Products; and Intalere is a national GPO with a mission focused on elevating the operational health of America's healthcare providers by designing tailored, smart solutions that deliver optimal cost, quality and clinical outcomes. Intalere enters into arrangements with numerous Suppliers to furnish Products and provide support services and access to its group purchasing programs and services (collectively, the "Programs") to institutions or facilities who choose to affiliate with Intalere.

1. **GROUP PURCHASING AGENT.** Member designates Intalere as one of its national group purchasing agents, and authorizes Intalere to negotiate and enter into agreements with Suppliers in order to make Products available to Member. As such group purchasing agent, Intalere shall not have authority to bind Member without its prior written permission, and Intalere's duties shall be limited to negotiating prices and other terms with Suppliers. Member's eligibility to access specific Intalere Supplier contracts shall be established based on Member's identified class of trade. Member is not obligated to make any purchase under this Agreement.
2. **MEMBER AGREES:**
 - a. To purchase Products only for Member's own use, and to abstain from any resale, diversion, or other use of such Products as may be prohibited by applicable law. Notwithstanding any contrary GPO designation stated above, should Member desire to access the Intalere Pharmacy Program, they agree to execute the Intalere Pharmacy Program Primary GPO Declaration and Own Use Form in addition to this Agreement.
 - b. To execute an Intalere contract designation form and abide by the terms and conditions of individual programs in which Member chooses to participate.
 - c. Member agrees to work collaboratively with Intalere and specifically agrees not to seek or accept price reductions or other changes to the terms of the contracts negotiated by Intalere with any Suppliers, unless Intalere expressly consents to such changes in advance and in writing.
 - d. Member agrees that while Intalere shall provide sufficient account representation for Member to ensure Supplier compliance with all contract terms and conditions, Intalere shall not be liable for any denied pricing, chargeback, refusal of Suppliers to honor contract pricing, or failure of Suppliers to deliver Products in a timely fashion or of the requisite quality.
 - e. To ensure Supplier compliance with applicable contract terms, Member agrees to cooperate with Intalere upon written notice of a reasonable request to audit, by providing all relevant purchase order data and/or Supplier Invoice data pertaining to purchases from Suppliers for which Member has signed a relevant designation or commitment form. Any such reviews shall be conducted during normal business hours and in a manner that, as much as reasonably possible, minimizes disruption to the business and operations of the Member. Intalere shall bear its own costs of any such audit.
 - f. **MEMBER ACKNOWLEDGES THAT INTALERE, NOT BEING THE MANUFACTURER, WHOLESALER OR DISTRIBUTOR OF THE PRODUCTS, MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, OR OTHER ATTRIBUTE OF THE PRODUCTS OFFERED BY SUPPLIERS UNDER THE TERMS OF INTALERE CONTRACTS.** Therefore, Member agrees to indemnify and hold harmless Intalere upon demand from and against any and all suits, claims, damages and expenses (including but not limited to reasonable attorneys' fees) arising out of or resulting from damage to property or injury to persons that is caused by or arises out of any of the Products purchased under Intalere's contracts, or the use of such Products.
3. **SAFE HARBOR NOTICE REGARDING SUPPLIER PAYMENTS TO INTALERE.** Intalere hereby notifies Member that payments, not to exceed three (3) percent of all reported purchases made by or on behalf of Member under the Programs, may be made by Suppliers to Intalere. Any GPO contracts with payments above or with the potential to exceed three (3) percent of all reported purchases made by or on behalf of Member shall be identified as such on the Intalere Contract Data Sheets. All such Intalere Contract Data Sheets are incorporated herein by reference, and shall be in substantially the form set forth and accessible to Member through (a) Intalere's electronic catalog, and/or (b) Intalere's website, www.intalere.com. Intalere will disclose in writing to Member, at least annually, and to the Secretary of the Department of Health and Human Services upon request, the amounts received by Intalere from Suppliers based upon reported purchases made through GPO contracts by or on behalf of Member.
4. **CONFIDENTIALITY.** For purposes of this Agreement, "Confidential Information" means any information exchanged from time to time during the term of this Agreement which is proprietary to or maintained in confidence by Intalere, including without limitation, the Intalere Program Materials, Supplier pricing terms and conditions, any computer software, access to any database, and any other type of information, regardless of the form in which it is stored or transmitted. Member acknowledges and agrees that it will treat all Confidential Information with the same degree of care as Member accords to its own Confidential Information, but in no case less than reasonable care. Member will not use, disseminate, or disclose to third parties any Confidential Information, without the prior written consent of Intalere, except to the extent required by law. Member acknowledges that substantial and irreparable harm would be suffered by Intalere in the event that Member should disclose any Confidential Information to any third party, including any competitor of Intalere,

either during or after the term of this Agreement. Upon termination of this Agreement, Member will return to Intalere all originals and copies of the Confidential Information, retaining no copies. Intalere agrees to maintain the confidentiality of information relating to Member's purchasing practices and financial status not available in the public domain. Such information as provided by Member shall be solely for the evaluation and enhancement of Intalere's Products. Neither party to this Agreement shall disclose the contents of this Agreement to any third party, except as may be required by law or as necessary to carry out the terms and conditions of this Agreement, without the express written consent of the other party.

- 5. **TERM & TERMINATION.** The initial term of this Agreement will be for one year commencing on the date it is signed by Intalere. This Agreement will renew annually for an additional period of one year upon expiration of the initial and any subsequent renewal terms of the Agreement. Either party may cancel this Agreement after the initial term by providing ninety (90) days written notice.
- 6. **COMPLIANCE WITH LAWS.** Both parties agree to comply with all applicable federal, state, and local laws. To the extent Member receives discounts, rebates, sharebacks, or any other price reductions or revenues as a result of purchases made under this Agreement, Member acknowledges that it may have an obligation under federal or state law to report such discounts, rebates, sharebacks, price reductions, or revenues to federal or state healthcare programs or other payors, and agrees to comply with such laws. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the state of Missouri, determined without reference to conflict of laws principles.
- 7. **AUTHORIZATION TO SIGN.** Member appoints Intalere as its agent to act on its behalf solely for the limited purpose of the execution of all contract access forms, deemed reasonably necessary to inform any manufacturers, distributors or vendors, of the Member's participation in an Intalere Program. Said authorization does not extend to the execution of bilateral commitments which are beyond the limited purpose described above. This Authorization to Sign shall be effective as of the Agreement Date and shall remain in full force and effect for the length of the Agreement or until the undersigned Member delivers written notice to Intalere of its revocation.
- 8. **MISCELLANEOUS.** All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given when delivered in person, sent via e-mail, or when mailed by certified mail, return receipt requested, addressed to the parties at their respective business addresses set forth below (or to such other business address or e-mail address as the recipient may have notified the sender in such manner). If any provision of this Agreement is found to be unlawful, invalid, or unenforceable, then the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect so long as no party is deprived of the material benefits afforded to such party under this Agreement. Member warrants that it has legal authority to enter into this Agreement on behalf of each of the entities listed on the Attachment A. This Agreement shall apply collectively to the entities identified above and in Attachment A of this Agreement. Member shall provide prompt written notice to Intalere of all additions and changes to Attachment A. Each signatory to this Agreement represents and warrants that he or she has all necessary capacity and authority to act for, sign on behalf of and bind the respective entity. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall together be deemed to constitute one agreement. This Agreement may be amended in writing signed by both Parties. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral. The parties agree that a fully executed electronic version of this Agreement shall be deemed an original for all intents and purposes.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly authorized representatives on and as of the day and year first above written.

MEMBER:

INTALERE, INC.:

BY: _____
(Signature)

BY: _____
(Signature)

(Printed Name)

Joe Tibbs
Vice President, Sales Operations
Joe.Tibbs@intalere.com

TITLE: _____

E-MAIL: _____

DATE: _____

DATE: _____

FACILITY NAME: _____

Intalere, Inc.
Two CityPlace Drive, Suite 400
St. Louis, MO 63141

ADDRESS: _____

"Agreement Date": _____

Attachment A - Member and related entities as amended from time to time

RESOLUTION NO. 340

AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE NECESSARY DOCUMENTS TO PARTICIPATE WITH INTALERE, INC.

Introduced: 9/11/17
By Social Services Committee:

WHEREAS, The Department of Residential Health Care Facilities (DRHCF) has indicated that significant savings on the purchase of supplies and products can be achieved through an agreement with Intalere, Inc. at no cost to the nursing home or Albany County, and

WHEREAS, Intalere, Inc. would negotiate and enter into agreements with suppliers in order to make products available to the DRHCF at discounted prices, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute the necessary documents for the participation in discount purchasing through an agreement with Intalere, Inc. at no cost to the DRHCF or Albany County, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote. 9/11/17

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 11th day of September, 2017, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 12th day of September, 2017.

A handwritten signature in cursive script, appearing to read "Paul J. Deenun", is written over a horizontal line.

Clerk, Albany County Legislature