

AGREEMENT FOR LINEN SERVICE

This agreement is entered into effective as of the _____, 2003 ("Effective Date"), by and between the Rapid City Department of Fire and Emergency Services (hereafter referred to as "the Department") and Servall Uniform and Linen (hereafter referred to as "the Vendor"), with reference to the following recitals:

Recitals

- A. The Department as a provider of Advanced Life Support Ambulance Services, has ongoing need of a dependable, quality, linen supply service.
- B. The Vendor agrees to provide said linen service to the Department pursuant to the terms and conditions of this agreement.
- C. The terms and conditions of this agreement are intended to supplement the standard linen rental agreement used by the Vendor. To the extent that the terms of the Vendors standard linen agreement directly conflict with this agreement, the language of this agreement shall be controlling.

Term and Termination

1. The initial term of this agreement shall be one (1) year. This agreement shall be automatically renewed for one like term unless written notice of termination is given by either party to the other at least thirty (30) days, but not mote than ninety (90) days prior to expiration of the initial term.
2. The Department shall have the right to terminate this agreement in the event the Vendor fails to provide the agreed quality of service. This provided the Department first gives Vendor written notice of any deficiencies in service, and further, the Vendor does not correct the same within a period of thirty (30) days after receiving such notice. If deficiencies in service go uncorrected, the Department may terminate this agreement after giving thirty (30) days written notice to do so.

Billing and Payment

1. The vendor agrees to adhere to quoted prices (**Exhibit A**) for the initial term of this agreement. If the agreement extends into a second term, the Vendor shall be allowed to increase unit charges for linen by either four (4) percent or the then current annual increase in the U.S. Dept. of Labor Consumer Price Index (South Dakota area), whichever is greater.
2. The vendor shall bill the Department by invoice on a monthly basis, and the Department shall process said invoices in the standard City of Rapid City accounts receivable cycle.
3. The vendor shall bill a monthly charge based on the amount of linen cleaned and any replacement costs plus the applicable environmental surcharge (**Exhibit A**).

Infection Control

1. The vendor shall handle and clean all linen pursuant to the infection control (bloodborne pathogen) requirements of 29 CFR OSHA 1910.1030 and NFPA 1581.

General Terms and Conditions

1. The term "linen" as used in this agreement, refers to sheets, pillowcases and towels as supplied by the Vendor to the Department
2. The Vendor is the sole owner of all linen and rents such to the Department.
3. The Department agrees not to permit anyone other than the Vendor to launder or clean the linen furnished by the Vendor. The Department acknowledges that the linens furnished by the Vendor are not flame retardant or resistant to hazardous chemicals.
4. The Vendor shall supply an initial stock of 300 white flat bed sheets, 175 white pillow cases and 100 white bath towels. This will be considered to be a two (2) week supply.
5. Minimum bed sheet size shall be 96 x 66 inches. Pillow case size shall be standard size. Bath towel size shall be vendor's standard size.
6. The Vendor shall have sufficient supplies of linen on hand to supply the Department in the event of unusually high call volume.
7. The Vendor shall audit the Departments linen supplies monthly to assure that sufficient quantities of linen are available for the Departments needs.
8. The Vendor shall supply sufficient racks and laundry bags at the Departments location (Main Fire Station, 10 Main St.) for dirty linen.
9. The Vendor shall pickup dirty linen and return clean linen once weekly at a single location (Main Fire Station, 10 Main St.) on a day of the Departments choosing.
10. The vendor shall make "short notice" (within four (4) hours) deliveries of clean linen to the Departments location at no extra charge to rectify a failure in service caused by the Vendor.
11. The vendor shall maintain the ability to make "short notice" (within four (4) hours) deliveries of clean linen to the Departments location in the event system overload causes on-hand supply shortages. These "short notice" deliveries shall only be expected to be made Monday through Saturday during normal business hours. The Department agrees to pay a special handling charge of Twenty Five dollars (\$25.00) apiece for any "short notice" deliveries that are not a result of service failure by the Vendor.
12. All delivered linen shall be supplied clean, pressed and folded.
13. Linen that becomes visibly damaged, excessively worn or permanently stained will be considered unserviceable and not used by the Department.
14. Linen that becomes unserviceable through normal wear and tear shall be the responsibility of the Vendor to replace at the Vendors expense.

15. Linen that becomes lost or unserviceable through extreme use by the Department will be replaced by the Vendor at the Departments expense at a fixed per piece replacement charge (Exhibit A).

City of Rapid City
Rapid City Dept. of Fire and Emergency Services

Date: _____ By: _____

Title: _____

Date: _____ By: _____

Title: _____

Date: _____ By: _____

Title: _____

Vendor: Servall Uniform and Linen

Date: _____ By: _____

Title: _____

EXHIBIT A

Rental Charges

300 sheets for two (2) weeks	\$171.00 (.57 apiece)
175 pillowcases for two (2) weeks	\$ 47.25 (.27 apiece)
100 bath towels for two (2) weeks	\$ 34.00 (.34 apiece)
Environmental surcharge	.08%

Loss/damage charges

Sheets -	\$7.59
Pillowcases -	\$1.30
Towels -	\$2.83