# ADDENDUM TO TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

### Between Laramie County / Alsco

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19<sup>th</sup> Street, P.O. Box 608, Cheyenne WY 82003-0608 (hereinafter referred to as "COUNTY") and Alsco Linen and Uniform Rental Services, 314 South fourth Street, Laramie, WY 82070 (hereinafter referred to as "CONTRACTOR"). The parties agree as follows:

#### I. PURPOSE

This Addendum modifies the Terms and Conditions for Textile Rental Service Agreement (Schedule A) (hereinafter referred to as "Agreement") between COUNTY and CONTRACTOR for the services described in CONTRACTOR's Invoice dated September 8, 2020 and Services Agreement, both of which are attached hereto and incorporated into this Addendum by this reference.

#### II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum, and shall remain in full force and effect for a two (2) years term unless terminated by either party as provided herein.

#### III. PAYMENT

COUNTY shall pay CONTRACTOR a by-weekly sum of one hundred nine dollars and seven cents (\$109.07) as provided for in Service Agreement (Schedule A) and the Invoice. Payment for materials and services to be provided under this agreement will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

#### IV. ADDITIONAL PROVISIONS

- C. <u>Termination:</u> The Agreement and this Addendum may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions, or (b) upon mutual written agreement by both parties.
- D. <u>Entire Agreement:</u> The Agreement and the Terms and Conditions (4 pages) and this Addendum (3 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

- L. <u>Governmental/Sovereign Immunity:</u> COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 et seq., by entering into the Agreement and this Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Agreement and this Addendum except as to actions brought by CONTRACTOR to enforce the terms and conditions of the Agreement and this Addendum.
- S. <u>Addendum Controls:</u> Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement/Terms and Conditions, the provisions and conditions set forth in this Addendum shall control.

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## Signature Page

## LARAMIE COUNTY, WYOMING

	a production of the contract o
By:	Date
Gunnar Malm, Chairman, County Board of Commissi	oners
ATTEST:	
By:	Date
Debra Lee, Laramie County Clerk	13 10 4
* /	
CONTRACTOR: ALSCO	
	(1400 to 1)
By: Mice Emeri General Warracen	Date 10/20/20
[NAME AND TITLE]	Mga grad.
This Agreement is effective the date of the last signature a	ffixed to this page.
	ers
REVIEWED AND APPROVED AS TO FORM ONLY	
	5 6 6 6 9
By:	Date 10 12 10 10
Laramie County Attorney's Office	Date

(ed page)



## SERVICE AGREEMENT SCHEDULE A

Location # 520910 Route # 11		Stop # 010	Delivery Days: Mon	Delivery Frequency: WKLY		
	Renewal			i.		
Deliver To: Laramie County	Road & Bridge		Bill To: Laramie County Road & Bridge			
Address: 13797 Prairie Center Cir			Address: Attn: Accounts Payable	SIC Code: J91		
City, State, Zip: CHEYENNE, WY, 82009-8851			City, State, Zip: CHEYENNE, WY, 82009-8851	Special Billing:		
Phone: 307-633-4693	Fax: 307-633-4219	9	Phone: 307-633-4693 Fax: 307-633-4219	Special Items:		
Key Contact & Title: Andre			Key Contact & Title: Andrew	# Duplicate Invoices:		
E-Mail Address:			E-Mail Address:	# Returned Signed:		
E-Mai Address: Website:			Website:	PO#		
Delivery Minimum: \$35.00	Special Delivery	Charge:	COD or Charge: Charge	Sales Code:		
			Contract Class: 10	Sales Person:		
Time Open: Time Close: Tax Exempt# A150865		Contract Expiration Date:	Page 1 of 2			

Line	Item	Ī	Wearer	1	1	Total	Invt. N	Iin.	Invoice	Frequency	Unit	Repl.	Invt.
No.	No.	Code	Name	Size	Item Description/Color	Invt.	Billing %	Quant.	Rule		Price	Charge	Mnt %
A 100 CO	14258-56R	2	Thomas	56R	Coverall, Action Back, Postman Blue, 56	4	100%	7	EPUMINDQ		43 3.4800	30.35	
	14258-48R	7	Lar co	48R	Coverall, Action Back, Postman Blue, 48	2			EPUMINDQ	WKLY	43 3.4500	30.35	
	14258-48L	10	John	48L	Coverall, Action Back, Postman Blue, 48			2	EPUMINDQ	WKLY	3.4800	30.35	<u> </u>
	14258-50L	17	Bruce	50L	Coverall, Action Back, Postman Blue, 50			2	EPUMINDQ	WKLY	13 3.4500	30.35	
0286	14258-54R	18	Dean	54R	Coverall, Action Back, Postman Blue, 54		1	4	EPUMINDQ		93 3.4800		1
	AF50617	1			All Fresh Handmaster System		24	2	EPUMINDQ	EOWB . B	0013.3250	50.35	
	AF55280	-		1	AF Ind Hand Cleaner 4L Citrus		2	1	EPUMINDQ	EAWC ESW		72.00	
	7015	<del></del>	<del> </del>	<del></del>	COG Garment Repair Charge				SOILCOUNT	EOWB	-23.9700	1.00	)
	7015	<del> </del>	<u> </u>	1	COG-Garment-Repair Charge	لد	<u></u>		SOILCOUNT	EOWB	-10.0900	1.00	<del>)</del> !
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	202016-BK				4X6 Line Mar Black Charcoal	50 13-44	80. 75.0		4 EPUMINDQ		00 13 4400		0 - ,
	240539				5X7 Laramie Rd.& Bridge (G-20)	739	2 - 155	2	1 EPUMINDQ		5017,1950		

#### Continued on next page

UNIFORM CHARGES	a a	
Charge	Price/Each	
Name Emblem		
Company Emblem		
Preparation Charge		
Oversize Charge		
Other		
Grade: New[] A[] B[]		

% or \$ 3.00 % 15.00 %
15.00 %

Notes: Free upgrade on all coveralls

2 year price Lock

is Tesauce.

Customer's Initials

Delivery Frequency: WKLY Location # 520910 Stop # 010 Delivery Days: Mon Route # 11 Unit Repl. Invt. Wearer Total Invt. Min. Invoice Frequency Line Item Charge | Mnt. % Item Description/Color Invt. Billing % Quant. Price Rule No. Code Name Size No. 8 00 15.8400 3X10 Luxe Mat, Black Charcoal 4 EPUMINDO EOWA 85.00 3016 201517-BK WKLY 7.10 1 EPUMINDQ 0.5800 5000 ;5505 Laundry Bag O'SOILCOUNT WKLY 2.4900 8900 D000040WH-W Alsco Mask, Reusable, White O SOILCOUNT WKLY 11.9900 8910 |D55740267 Hand Sanitizer, Gel, 500ML O SOILCOUNT WKLY 4.9900 Hand Sanitizer, Foam, 7oz 8920 DL1880001 Schedule A, page 2 of 2



#### TERMS AND CONDITIONS FOR TEXTILE RENIAL SERVICE AGREEMENT

The parties hereby agree as follows:

- 1. Scope of Agreement. During the term of this Agreement, Also (heromafter called "Supplier") shall be the exclusive supplier to Customer of the services and goods listed on Schedule A namehed hereto, as such Schedule A may be amended from time to time. All goods supplied hereunder shall be regularly cleaned and maintained by the Supplier. Any goods that require replacement during the term of this Agreement because of normal wear and tear shall be replaced by Supplier at Supplier's sole cost and expense.

  2. Term. This Agreement shall remain in full force and effect for a period of 60 months, commencing on the date of installation of the goods, and shall be automatically renewed for consecutive 60 month periods thereafter unless either party shall give to the other party written notice of termination by registered mail at least 90 days prior to the expiration of the term then in effect.
- 3. Charges. In consideration for the services and goods provided hereunder, Customer agrees to pay the charges set forth on Schedule A attached hereto and other charges which may be explicable is located on the reverse side of this Agreement and any updates to that list at www.Alsco.com. All charges are based on 52 weeks per year whether or not service is actually used. The Service Charge will be used to help Alsco pay various fluctuating costs relating to the environment, energy, service and delivery. Revenue from all charges on our invoices is used to offset costs and to provide general revenue to Alsco.
- 4. Price Adjustments. On the first anxiversary date and annually thereafter, Costomer agrees that Supplier may increase prices by the greater of 5% or the percentage change in the Consumer Price Index ("CPI") for the preceding twelve months. Supplier may increase prices by the greater of 5% or the percentage change in the Consumer Price Index ("CPI") for the preceding twelve months. Supplier notify Customer of the new prices in the form of an adjusted invoice or statement. In additional Price Increases Prices more frequently than annually or by more than 5% or the CPI as provided above. ("Additional Price Increases"). Supplier shall notify Customer of the Additional Price Increase as provided above. Customer shall have the right to reject any Additional Price Increase by giving written notice to Supplier within ten (10) days of the Additional Price Increase. In such event, Supplier shall have the option of terminating this Agreement and Customer shall be obligated to comply with Section 9.
- 5. Payment and Credit. All charges shall be payable upon delivery, unless Customer applies for and Supplier provides a credit account. A Customer who has a credit account shall pay all charges for merchandisc by the 10th day of the month following the month in which delivery is made (the due date). A FINANCE CHARGE of 1½% per month or 18% per year will be imposed on all outstanding credit account balances 30 days or more past due until paid in full. If full payment on a credit account balance is not made within 30 days of the due date, Supplier may elect to revoke credit privileges and continue to supply merchandisc under this Agreement on a custo-on-delivery basis only.
- 6. Representation and Indomnity. Customer acknowledges that goods supplied pursuant to this Agreement are designed only for general purpose use in working with non-hazardous materials, and that the goods are not finne retardant or treated to resist acids or other caustic or hazardous materials. Customer represents that the goods shall not be used in areas of finamability risk or where contact with caustic or notherwise hazardous materials or ignition sources is possible. Customer expressly agrees to indemnify and hold Supplier harmless from any claim, liability or judgment, including court costs and attorney's fees, arising from or relating to the use of any goods supplied hereunder in violation of the foregoing representation.
- 7. Title to Goods and Replacing Lost or Damaged Goods.

  It is understood by the parties that all goods supplied under this Agreement are, and shall remain, the property of Supplier, and shall be returned to Supplier at such time as an employee of Customer using said goods terminates employment with Customer or at such time as this Agreement might expire or otherwise be terminated. Customer shall be responsible for all goods which are lost, destroyed, stolen or not returned as required herein, and with respect to such lost, destroyed, stolen or non-returned goods. Customer shall promptly pay to Supplier the Replacement Change (as specified in Schedule A or amended Schedules) of such-goods, including applicable sales and use twees. Supplier has the right to enter upon Customer's premises to remove or take inventory of its goods at any time during Customer's regular business hours.
- 8. Liquidated Damages. Customer acknowledges that since Supplier owns the goods covered bereby and that such goods may be unique to Customer's requirements and that the value of such goods is depreciating with time, the damages which Supplier may sustain as a result of Customer's breach or premature termination of this Agreement would be difficult, if not impossible, to determine. The parties therefore agree that in the event of Customer's failure to timely pay the fees and charges provided for berein, or in the event of any other breach or premature termination of this Agreement by Customer. Customer shall pay to Supplier as liquidated damages, and not as a penalty, a sum equal to the number of unexpired weeks remaining in the term then in effect multiplied by fifty percent (50%) of the average weekly charge for goods and services during the 10 weeks immediately preceding such failure to pay, breach or premature termination. The parties further agree that this formula is reasonable.
- 9. Payment of Goods Upon Termination. Upon termination of this Agreement, with or without cause, Customer agrees to return to Supplier all goods supplied pursuant to this Agreement. Customer agrees to pay Supplier's Replacement Charge for any goods not returned or goods returned in a condition beyond normal wear and tear. The price to be paid upon such purchase of goods shall be in addition to any liquidated damages Customer may be required to pay pursuant to Section 8.
  - 10. Change of Castomer's Location.

    Customer shall give Supplier 30 days written notice prior to any change in the location to which goods and services are provided under this Agreement. So long as Customer's new location is within Supplier's route delivery area, this Agreement shall remain in full force and effect despite a change in Customer's location. In the event Customer's new location is outside Supplier's route delivery area, this Agreement shall be deemed terminated and the provisions of Section 9 dealing with purchase of goods shall apply, but the provisions of Section 8 relating to liquidated damages shall not apply.
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  - 12. Other Contracts. Customer certifies that Supplier is in no way infringing upon any existing contract between Customer and another supplier and that Supplier has made no attempt to induce Customer to wrongfully terminate an existing contract with mother supplier of services or goods covered by this Agreement.
  - 13. Binding Effect. This Agreement shall be binding upon the representatives, successors and assigns of the parties. In the event Customer sells or transfers its business or principal assets, Customer shall cause any purchaser of such business or assets to assume in writing this Agreement and the obligations of Customer beremder.
  - 14. Severability. If any provision of this Agreement is determined to be invalid, the remaining terms and conditions bereof shall remain in full force and effect.
  - 15. Enforcement of Agreement. In the event Supplier is required to enforce, defend and/or protect its rights under this Agreement, Customer agrees that in addition to all other amounts which it might be required to pay, it will pay Supplier's costs of enforcing, defending and/or protecting its rights under this Agreement, including reasonable collection fees, attorneys' fees and costs. The parties agree that the only venue for may suit with respect to this Agreement shall be the county in which Supplier's plant is located.

CUSTOMER'S ACCEPTANCE:	SUPPLIER'S	S ACCEPTANCE:
Laramie County Road Bridge	BY:	Nac
• • •	(AUTHORIZED SIGNATURE) TO SAMODE THE SAMODE STATES	(AUTHORIZED REPRESENTATIVE)
13797 Prairie Center Cir	TITLE:	GENERAL WAR NOTICE
CHEVENNE WY 82009-8851	DATE:	13/23/23

Note: Revenue from all charges is used to offset costs and provide general revenue to Alsco.

Types of Service

Flat Rate Service: Some customers have agreed to be billed at the same amount each week.

Unit Price with Minimum Usage Service: Some customers have agreed to use a certain minimum percentage of the inventory designated for their use. When the quantity actually used by the customer for an item falls below the Agreed Minimum, the customer is charged the unit price multiplied by the minimum agreed-upon quantity. This charge will be shown as "Inventory Minimum Charge" on your invoice.

#### Special Charges

A/R Account Maintenance (A/R Acct Maint): This charge may be applied to carry credit for non-COD customers

C.O.D. Re-Charge: Rather than stopping service, this charge is made when COD payments are not made and our invoices must be re-submitted and collected at the time of the following delivery.

Early Retirement: The early retirement charge applies to garments that are removed from service early in their useful life.

Emblem Charge: This is a one-time charge to place an emblem or emblems on a new or replacement garment.

Excess Trash: This fee is charged for separating and disposing of trash from rental items when an unusual amount of trash has been placed into the laundry bag.

Finance Charge: The finance charge reflects interest charged on past due accounts.

Freight: Freight is charged for delivering direct sale items directly from a manufacturer, by common carrier, or outside of our regular route delivery system.

Garment Inventory Maintenance: This is an optional program that offers a weekly charge in lieu of being billed for abused or damaged items. This is for garments only. This does not include lost garments.

Inventory Maintenance (Inventory Maint): This automatic recurring charge is to replenish lost or damaged textiles to maintain the level of inventory required by the customer. The inventory maintenance charge is established with the customer, based upon experience, and depending upon the type of textile product provided and its particular application. Inventories of napkins, aprons, shop towels, and bar towels typically need automatic replenishment.

Inventory Minimum (Inventory Min): If the customer has agreed to use a minimum percentage of the inventory designated for the customer, this is the charge if the usage falls below the agreed upon minimum. (See "Unit Price with Minimum Usage.")

Invoice Copy: There is no charge for the first invoice. This is for faxing or mailing additional copies of invoices, at the customer's request.

Loss/Abuse/Damage (Loss/Abuse/Dam): This charge is to replace rental items that have been lost, misused or damaged beyond repair by users as identified by our route service representatives or check-in procedures at our plant. In order to discourage misuse, the charge is the Replacement Charge shown on your contract or the full retail price.

W. NSF/Bounced Check (NSF Check): The NSF/bounced check charge is for checks that have been returned to us for non-sufficient funds.

Oversize Garment Charge (Oversize Gar Chg): The oversize garment charge reflects the additional cost of providing garments that are outside the normal range of sizes, for example: XXX Large, etc.

Preparation Charge (Preparation Chg): This is a charge for preparing a garment for use, identifying it to a person, completing alterations and adding it to account database.

Press Charge: The press charge is for atypical requests to press garments.

Repair Charge: After quality control, a repair charge may be made for minor repairs on items that have been exposed to conditions outside of normal use or abusive conditions, or by the customer's request to maintain appearance standards and avoid early replacement.

Replacement Charge (Replace Chg): This is the agreed upon unit price charge (less depreciation) which the customer must pay to purchase the inventory designated for the customer's use if the customer discontinues service before the end of the contract.

Restocking Fee: The restocking fee is charged to retrieve items from the customer and place them back into our storeroom.

Re-Stringing Charge (Re-String Chg): This fee is for replacing and re-threading laundry bag cords that have been cut or made unusable through improper tying by the customer.

Special Delivery: This charge is for specially delivered items, delivered outside the regularly scheduled route delivery stop.

#### Service Charge

The service charge is used to help pay various fluctuating costs related to the environment, energy, service and delivery of our goods and service.



## REPRINT

## INVOICE

#### LLAR1452321

Invoice Date:

Sep 08 2020 520910

**Customer No:** Location No:

520910

Route:

Stop: 010

Terms:

Net 10 EOM

#### Involce For

Phone: (307)742-2121

Fax: (307)745-7435

**Laramie County Road & Bridge** 

Attn: Accounts Pavable 13797 Prairie Center Circle Chevenne, WY 82009-8851

Alsco

314 South Fourth Street

Laramie, WY 82070

#### Delivery To

Laramie County Road & Bridge

13797 Prairie Center Cir Chevenne, WY 82009-8851

Phone: 307-633-4693

no 31 · 1

A contract the same of

Quantity	Item Code	Item Description		Wearer	Wearer N	ame 🎉	Invty	Item Value	10
	14258-66R	Coverall, Action Back, Postman Blu		2	Thomas	·	4	6.60	11. 60
-	14258-48R	Coverall, Action Back, Postman Blu	e, 48R	7	Lar co	}	2	3.45	. 0
	14258-48L	Coverall, Action Back, Postman Blu	e, 48L	10	John	· i	4	6.90	7.3
	14258-50L	Coverall, Action Back, Postman Blu	e, 50L	17	Bruce		4	9.80	1. 3
	14258-54R	Coverall, Action Back, Postman Blu		18	Dean	j.	10,	17.25	4. 3
	2035-LL	3X5 Super Tread Mat, Lease & Lea			i i	į	3,	24.65	
•	2036-LL	4X6 Super Tread Mat, Lease & Lea					1	9.37ر	7.2
4	202016-BK	4X6 Luxe Mat, Black			1		. 8	53.76	24.0
1	240539	5X7 Laramle Rd & Bridge (G-20)					2	17.20	8.5
4	201517-BK	3X10 Luxe Mat, Black			oki svotit		8	62.16	32.0
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WE NOW HAVE REUSABLE FACE MASKS AND ALCOHOL HAND SANITIZER AVAILABLE FOR DELIVERY. PLEASE ASK YOUR SERVICE REP FOR DETAILS OR CALL 307-742-2121 AND ASK FOR BRENDA.

Alsco Now Offers NSF Certified Hyglenically Clean Table Linens

The NSF mark is a trusted symbol in the industry and certifies that Alsco's laundering and handling processes have been tested and meet NSF International's requirements for hygienically clean and safer table linens. Look for the NSF Mark on all of your packages of Alsco Signature and Bon Appetit Table Linens. weeking will be

Al Cor Har

-\$<del>246.76</del>]109.07

Tax EXEMPT Invoice Total

Sub Total

The services for which these charges are made are being furnished to you pursuant to a service agreement between our company as supplier and the above named customer. Said merchandise is not to be cleaned or laundered other than by our company. Customers are responsible for articles lost or damaged.