

**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 19th 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. Termination: 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. Entire Agreement: 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. Governmental/Sovereign Immunity: 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. Addendum Controls: 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.

The remainder of this page intentionally left blank.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Gunnar Malm, Chairman, County Board of Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: ALSCO

By: Alice Swinetti General Manager Date 10/20/20
[NAME AND TITLE]

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date 10/22/2020
Laramie County Attorney's Office



SERVICE AGREEMENT
SCHEDULE A

Location # 520910	Route # 11	Stop # 010	Delivery Days: Mon	Delivery Frequency: WKLY
Renewal				
Deliver To: Laramie County Road & Bridge			Bill To: Laramie County Road & Bridge	
Address: 13797 Prairie Center Cir			Address: Attn: Accounts Payable	
City, State, Zip: CHEYENNE, WY, 82009-8851			City, State, Zip: CHEYENNE, WY, 82009-8851	
Phone: 307-633-4693			Phone: 307-633-4693	
Fax: 307-633-4219			Fax: 307-633-4219	
Key Contact & Title: Andrew			Key Contact & Title: Andrew	
E-Mail Address:			E-Mail Address:	
Website:			Website:	
Delivery Minimum: \$35.00 <input checked="" type="checkbox"/> Special Delivery Charge:			COD or Charge: Charge	
Time Open:			Contract Class: 10	
Time Close:			Contract Expiration Date:	
Tax Exempt# A150865			Page 1 of 2	

Line No.	Item No.	Wearer Code	Wearer Name	Size	Item Description/Color	Total Invt.	Invt. Min. Billing %	Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mnt. %
0206	14258-56R	2	Thomas	56R	Coverall, Action Back, Postman Blue, 56	4	100%	2	EPUMINDQ	WKLY	43 3,4500	30.35	
0231	14258-48R	7	Lar co	48R	Coverall, Action Back, Postman Blue, 48	2		2	EPUMINDQ	WKLY	43 3,4500	30.35	
0246	14258-48L	10	John	48L	Coverall, Action Back, Postman Blue, 48	4		2	EPUMINDQ	WKLY	43 3,4500	30.35	
0281	14258-50L	17	Bruce	50L	Coverall, Action Back, Postman Blue, 50	4		2	EPUMINDQ	WKLY	43 3,4500	30.35	
0286	14258-54R	18	Dean	54R	Coverall, Action Back, Postman Blue, 54	10		2	EPUMINDQ	WKLY	43 3,4500	30.35	
0400	AF50617				All Fresh Handmaster System	2		2	EPUMINDQ	EOWB	8,0013,250	50.35	
0401	AF55280				AF Ind Hand Cleaner 4L Citrus	2		2	EPUMINDQ	EAWC E8W		72.00	
2000	7015				COG Garment Repair Charge	0		0	SOILCOUNT	EOWB	23.9700	1.00	
2001	7015				COG Garment Repair Charge	0		0	SOILCOUNT	EOWB	10.0900	1.00	
3006	2035-LL				3X5 Super Tread Mat, Lease & Leave	3		3	EPUMINDQ	EOWA	4,00 8,2150	70.35	
3011	2036-LL				4X6 Super Tread Mat, Lease & Leave	1		1	EPUMINDQ	EOWA	7,25 9,3700	104.17	
3012	202016-BK				4X6 Luxe Mat, Black Charcoal	8		4	EPUMINDQ	EOWA	6,00 13,4400	75.00	
3013	240539				5X7 Laramie Rd & Bridge (G-20)	2		1	EPUMINDQ	EOWA	8,50 17,1550	165.35	

Continued on next page

UNIFORM CHARGES	
Charge	Price/Each
Name Emblem	
Company Emblem	
Preparation Charge	
Oversize Charge	
Other	
Grade: New <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/>	

Invoice Service Charge	% or \$
Inventory Maintenance % on entire invoice	3.00%
Service Charge % on entire invoice	15.00%
Min: 15	

Notes: Free upgrade on all coveralls
2 year price Lock

Customer's Initials

Location# 520910

Route# 11

Stop# 010

Delivery Days: Mon

Delivery Frequency: WKLY

Line No.	Item No.	Wearer Code	Wearer Name	Wearer Size	Item Description/Color	Total Invt.	Invt. Min. Billing %	Invoice Quant.	Invoice Rule	Frequency	Unit Price	Repl. Charge	Invt. Mt. %
3016	201517-BK				3X10 Luxe Mat, Black <i>Charcoal</i>			4	EPUMINDQ	EOWA	15.25 8.00	15.25	85.00
5000	5505				Laundry Bag			1	EPUMINDQ	WKLY	0.5800	7.10	
8900	D000040WH-W				AlSCO Mask, Reusable, White			0	SOILCOUNT	WKLY	2.4900		
8910	D55740267				Hand Sanitizer, Gel, 500ML			0	SOILCOUNT	WKLY	11.9900		
8920	DL1880001				Hand Sanitizer, Foam, 7oz			0	SOILCOUNT	WKLY	4.9900		



TERMS AND CONDITIONS FOR TEXTILE RENTAL SERVICE AGREEMENT

The parties hereby agree as follows:

- 1. Scope of Agreement. During the term of this Agreement, AlSCO (hereinafter called "Supplier") shall be the exclusive supplier to Customer of the services and goods listed on Schedule A attached hereto...
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...
3. Charges. In consideration for the services and goods provided hereunder, Customer agrees to pay the charges set forth on Schedule A...
4. Price Adjustments. On the first anniversary date and annually thereafter, Customer agrees that Supplier may increase prices by the greater of 5% or the percentage change in the Consumer Price Index ("CPI")...
5. Payment and Credit. All charges shall be payable upon delivery, unless Customer applies for and Supplier provides a credit account...
6. Representation and Indemnity. Customer acknowledges that goods supplied pursuant to this Agreement are designed only for general purpose use in working with non-hazardous materials...
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...
8. Liquidated Damages. Customer acknowledges that since Supplier owns the goods covered hereby and that such goods may be unique to Customer's requirements...
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...
10. Change of Customer's Location. Customer shall give Supplier 30 days written notice prior to any change in the location to which goods and services are provided...
11. Undertaking and Quality. Supplier agrees to provide goods and services under this Agreement in accordance with accepted standards in the textile leasing/rental industry...
12. Other Contracts. Customer certifies that Supplier is in no way infringing upon any existing contract between Customer and another supplier...
13. Binding Effect. This Agreement shall be binding upon the representatives, successors and assigns of the parties...
14. Severability. If any provision of this Agreement is determined to be invalid, the remaining terms and conditions hereof 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...

CUSTOMER'S ACCEPTANCE:

Laramie County Road Bridge
13797 Prairie Center Cir
CHEYENNE, WY, 82009-8851

SUPPLIER'S ACCEPTANCE:

BY: [Signature]
TITLE: [Signature]
DATE: [Signature]
BY: [Signature]
TITLE: [Signature]
DATE: 12/22/22

GLOSSARY OF ALSCO CHARGES

Location No. 520910

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.

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

AlSCO
314 South Fourth Street
Laramie, WY 82070

Phone : (307)742-2121
Fax : (307)745-7435

Invoice Date: Sep 08 2020
Customer No: 520910
Location No: 520910
Route: 11 Stop: 010
Terms: Net 10 EOM

Invoice For
Laramie County Road & Bridge
Attn: Accounts Payable
13797 Prairie Center Circle
Cheyenne, WY 82009-8851

Delivery To
Laramie County Road & Bridge
13797 Prairie Center Cir
Cheyenne, WY 82009-8851
Phone : 307-633-4693

New Pricing

Quantity	Item Code	Item Description	Wearer	Wearer Name	Qty	Item Value
	14258-66R	Coverall, Action Back, Postman Blue, 66R	2	Thomas	4	6.90
	14258-48R	Coverall, Action Back, Postman Blue, 48R	7	Lar co	2	3.45
	14258-48L	Coverall, Action Back, Postman Blue, 48L	10	John	4	8.90
	14258-50L	Coverall, Action Back, Postman Blue, 50L	17	Bruce	4	8.90
	14258-54R	Coverall, Action Back, Postman Blue, 54R	18	Dean	10	17.25
	2035-LL	3X5 Super Tread Mat, Lease & Leave			3	24.65
	2036-LL	4X6 Super Tread Mat, Lease & Leave			1	8.37
4	202016-BK	4X6 Luxe Mat, Black			8	53.76
1	240539	5X7 Laramie Rd & Bridge (G-20)			2	17.20
4	201517-BK	3X10 Luxe Mat, Black			8	62.16
1	5505	Laundry Bag			2	0.58
	INVMAINT	Inv. Maint Charge				6.27
	SVCCHG%	Service Charge				\$ 15.00

Handwritten notes:
1.72
.86
1.72
1.72
4.30
2.00
7.25
24.00
8.52
32.00

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 Hygienically 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.

Handwritten note: Weekly will be \$ 25.32

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.

Sub Total \$246.76
Tax EXEMPT \$0.00
Invoice Total \$246.76

Handwritten note: New Pricing Edw