

2023-UWMIL-00330-RFB**Internal Contract # P24-012-028****Linen Rental Services****Not Piggybackable**

Issuing Agency: This contract is entered by and between The State of Wisconsin on behalf of the Board of Regents of the University of Wisconsin System for the University of Wisconsin-Milwaukee and Contractor	Contractor: AlSCO Inc 2641 S. Leavitt St. Chicago, IL 60608 773-579-3350 Account Rep: Jeff Newbauer, jnewbauer@alsco.com Orders and Billing: slchi@alsco.com
Contract Administrators (Day to Day Operations): Lucy Balkman, (414)251-5820, lucyxu@uwm.edu	Contract Manager: Pam Loignon, (414) 229-5212, loignon@uwm.edu

1. **General Description:** This is a contract for Linen Rental Service on a as needed basis for pickup and delivery. Soiled linens will be returned after each event, with no stock on hand or par levels. UWM would also like to "insure" our losses for up to 10%, therefore contract prices must reflect this safety net for loss. Contractors must provide all the equipment, tools, vehicles, products, and anything else necessary to provide this service.

This contract will be used by our Catering Department but must be made available to all UWM departments to include our new locations in Waukesha and Washington County. For more information: <https://uwm.edu/news/hlc-approves-plan-to-join-waukesha-washington-county-campuses-with-uwm/>. This contract must not be construed as a mandatory contract.

2. **Types of Orders:** Under this contract, Specific orders, and Contract blanket orders, may be issued to the Contractor. Ordering may also take place with a university-issued Purchasing Card. All orders placed by UWM shall be bound by the terms, conditions, and pricing of the awarded contract whether the department refers to the contract or not.
3. **Contract Length:** The contract will be from July 1, 2023, through June 30, 2024, with four (4) automatic one (1) year renewals unless either party notifies the other in writing within ninety (90) days before the renewal period starts. The final contract expiration date is June 30, 2028. UWM reserves the right to extend beyond the end of the contract on a month-to-month basis if it is in the best interest of UWM and the State of Wisconsin.
4. **Pricing and Payment Acceptance:** Contractor accepts charge cards with an additional fee of 2.3%. Contractor accepts purchase orders with payment terms of net 10/3% prompt pay discount

Contract product pricing see Exhibit B, which includes a 5% service fee on the total invoice cost.

5. **Pricing and Escalation:** Prices: shall remain firm for the first year of the contract. There will be a maximum one-time price increase allowed during each additional period to occur during the renewal period. The price change requests must be supported by documented increases in the cost to the contractor which are demonstrated to be industry wide sixty (60) days prior to the expiration date contract term to allow UWM time to accept and extend award or refuse and rebid. Price change requests must go to loignon@uwm.edu.

Invoices will be paid according to the current price on file at the UWM Purchasing Office at the time of shipment.

6. **Compliance:** Contractor is responsible for compliance with all federal, state, county and city laws, codes, and regulations in connection with work performed under this contract. The quality indicated by the specifications is the minimum acceptable quality for the product desired.
7. **Ownership:** Ownership of all linens and equipment shall remain with the Contractor. However, UWM agrees to take such measures as may be reasonably required, as defined by UWM, for the protection against loss by

pilferage or destruction. UWM will review, analyze, and work with the Contractor to plan, and implement best practices to minimize shrink.

8. Product Specifications:

- Must deliver clean and sanitized linen that is folded, (napkins unfolded and finished flat), ironed, packaged, and appropriately marked to identify the product.
- Must deliver clean and sanitized linen that is folded, (napkins unfolded and finished flat), ironed, packaged, and appropriately marked to identify the product.
- Linens must be 100% polyester, or a polyester/cotton blend.
- Linens must be hemmed on all 4 edges.
- Linens must be clean, folded, (napkins unfolded and finished flat), ironed, packaged, and appropriately marked to identify the product.
- Linens must be wrinkle free, not stained, free of frayed edges, tears, excessive mending, and shall not be worn or faded.
- Linens must be washed, extracted, tumbled, and ironed, as required, in a gentle and thorough manner using non-allergic soaps (preferred but not mandatory), detergents, bleach or other chemicals to render the finished products clean, and sanitized.
- Linen coloring, shading, quality, and weight must remain consistent throughout the term of the Contract.

UWM understands that there are going to be variances due to dye lots, use, washing etc. In cases of apparent variances, soiling, or tears, color shading etc., for a catering event., UWM reserves the right to a Call Back Service, Section 17.

9. Linen Losses or Replacements: Contract prices must reflect coverage for up to 10% shrinkage (or loss) in product. If UWM is trending near the 10% loss range, the contractor must reach out to UWM at least two weeks prior to give UWM the right to verify and rectify the losses as applicable. UWM will not be liable for any replacement costs in which the two-week notice was not given. Losses over 10% will be paid at the replacement prices as bid in Exhibit B for any amounts over 10%.

10. Orders: Orders will be placed each week usually no later than 1:00PM on Fridays, for delivery the following week, either Mondays or Tuesdays. UWM is open to another ordering/delivery schedule upon consent of both parties.

In case of an emergency, where additional linens are needed, UWM is willing to work with the contractor on the expected delivery date based on the event.

11. Delivery and invoicing must be sent according to the instructions on the purchase order.

12. UWM Designated Representatives: All linen orders and returns must be made through the UWM Designated Representative. UWM will not be responsible for any costs associated with any orders and returns not made by a UWM Designated Representative. The UWM Designated Representative is the following:

Regina Ellingson: 414-251-9182, ellingso@uwm.edu

UWM reserves the right to add or delete UWM Designated Representatives and will notify Contractor in writing of the effective date.

13. Out of Stock's / Substitutions: The Contractor must notify the ordering department of any back order, discontinuation of item(s), and any other delays in product availability or shipping within two (2) business days of receipt of order.

Product substitutions are not allowed without prior approval from UWM prior to delivery. Substitutions must be made of a quality comparable to or exceeding the contract specifications and are to be provided at the contract price of the original item ordered except when the substituted items are of lessor cost. A substituted item of a lessor cost must be charged at the lessor cost

14. Delivery FOB Destination Freight Prepaid and Allowed: Seller retains title and control of goods until they are

delivered, and the contract of carriage has been completed. The seller selects the carrier, is responsible for the risk of transportation through delivery, and pays

Delivery is to be made in clean and enclosed trucks free of foul odors. Delivery and soiled pick up must be made at a minimum weekly (once or twice to be determined by UWM), between the hours of 6:00AM – 10:00AM to the following location:

UWM Union Dock
2200 E. Kenwood Blvd.
Milwaukee WI 53211

Delivery schedules will be set schedule, preferably with UWM placing orders no later than Fridays with linens to be delivered on Tuesdays. Schedules may be revised upon mutual agreement of both parties. UWM reserves the right to change the frequencies of deliveries if it is in the best interest of UWM. Emergency twenty-four (24) hour notice may be occasionally required.

15. Delivery Procedure: Delivery personnel must be identifiable by a clearly visible and readable company issued ID name badge, preferably with current photo. It is preferred that delivery personnel also wear a company issued uniform. The contractor shall be responsible for unloading products onto the dock or into the service location. Tailgate deliveries are not allowed.

At the time of delivery, the Contractor shall provide a separate itemized packing slip or invoice for each order with an item description and count, date, item rate, total cost delivered, purchase order number. Contractor must provide the invoice to the receiving personnel and obtain a written signature by an UWM Designated Employee before leaving UWM.

UWM shall record the counts of “acceptable linens” delivered against the packing slip or invoice and report any receiving discrepancies to the Contractor verbally followed by an email confirmation within twenty-four (24) business hours of any shortages, overages, and/or defective or unacceptable product. UWM will only be responsible for only what is received as an acceptable product and will adjust the invoice accordingly. UWM will not be responsible for any additional costs. Procedures for “unacceptable linens will be adhered to as in Section 16.

16. Rejection of Delivered Items: Shortages or “unacceptable linens” shall be subject to inspection, possible rejection, and credited at full invoice cost with no restocking fees, per the terms set forth in Section 15. In cases where UWM needs the “unacceptable or shorted items” for an event, the Contractor shall provide “Call Back Service” as specified in Section 17. In cases where the Contractor cannot provide acceptable linens for an event within the four (4) time limit, UWM shall have the option of acquiring the required linen quantities from alternate sources and invoice the Contractor the total cost differences, if any, between the Contract rate and non-Contract rental rates.
17. Call Back Service: Should the Contractor fail to provide any of the specified items ordered or as in the condition described in Section 8, UWM may call or notify the Contractor to provide items to be replaced or missing and the Contractor will deliver such items within four (4) hours, unless otherwise specified at no additional cost to UWM.

In cases where the Contractor cannot provide acceptable linens for an event within the four (4) hours, UWM shall have the option of acquiring the required linen quantities from alternate sources and invoice the Contractor the total cost differences, if any, between the Contract rate and non-Contract rental rates.

18. Soiled Linen Pickup: UWM shall record the counts of soiled, damaged, and rejected linens and report these counts in writing to the delivery driver upon pick up. The delivery driver must sign for the return before leaving. The Contractor shall advise UWM Designate Representative of any “Return Item Discrepancies” within forty-eight (48) hours of pickup as well as losses and ruin. UWM prefers for the receiving discrepancies, losses, ruin, and any receiving adjustments to be reflected on the next invoice or credited with delivery.
19. Identification While on Campus: The contractor’s employees, while working on UWM property, must wear a clearly displayed photo identification badge or uniform showing the name of employee and/or company represented. Any identification must be provided by the contractor at the Contractor’s cost.
20. Performance Meetings: This document presents the initially desired linen rental, but it is intended that at regular intervals during the duration of the Contract the linen amount and mix required may be examined by the UWM and Contractor with the objective of providing the best possible linen rental commodity to the student body, staff and faculty/guests and conferences attendees. Other areas to be reviewed may be the review invoices, deviations in invoicing or Contract performance, discussion of problems, and mutually agree on courses of action to improve the results of the required commodities included in this Contract. Contractor responsiveness to emergencies,

special orders, and receiving and invoicing discrepancies will influence the one (1) year extensions to this Contract.

21. Additional Items: UWM reserves the right to add additional linen service, (i.e., locations, departments), and rent like items in the Contractor's product line. Additional items may be added or deleted throughout the term of the Contract and will be special ordered by the UWM Designated Representatives. Contractor shall provide like items at the same Contract prices or in instances where there is no "like" product or where cost to the Contractor is unique, pricing on these special ordered items must be forwarded by the Contractor to the UW-Milwaukee Purchasing Office, Pam Loignon, 414 229 5212, loignon@uwm.edu, and prior written approval must be obtained before delivery. All items that are not in the Contract and that have not met the criteria set forth will not be allowed.
22. Billing: Prior to the start of the Contract, the Contractor shall provide to the contract administrator, upon request, an example invoice with an explanation of rental items abbreviations and coding to be used to clarify any billing questions. UWM may request the standard bundle counts for each item or by the mutual consent of both parties.
23. Contract Administrator: Contractor must assign a dedicated account representative as UWM's primary contact. Once a contract is established, any changes impacting on the day-to-day operations of the UWM departments such as ordering, delivery, etc. must be communicated to the contract administrator, at a minimum two (2) weeks in advance.
24. Reports to UWM: The contractor must provide upon request on a yearly basis to purchasing agent Pam Loignon at loignon@uwm.edu all items/services purchased against this contract during the designated report period including, but not limited to:

Date of order/release

Item manufacturer's name or abbreviation (if applicable)

Complete item description including catalog, model and/or stock number(s) identical to those stated in proposal

Prices per the Contract

Quantities Ordered

25. Vendor Agreements/Contracts: UWM will not sign Vendor-supplied agreements/contracts. Agency Purchase Orders along with this document and any amendments to this document, listing all required and necessary items will serve as the only contract document.
26. Insurance: The Contractor shall maintain Standard Insurance levels as required here:<http://uwm.edu/risk-management/insurance/certificates-of-insurance/>. A certificate of insurance must be provided upon award and provided on an annual basis throughout the term of the Contract.

The Contractor shall add: "The Board of Regents of the University of Wisconsin System, its officers, employees, and agents as an 'additional insured' under the commercial general and automobile liability policies." The certificate holder shall be listed as the University of Wisconsin-System Administration or System campus for their respective purchases.

27. Contract Cancellation: UWM reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with the requirements or the terms and conditions of the contract. UWM reserves the right to take remedial action via written notice to allow the contractor time to correct the deficiencies. Failure to maintain performance after notice will be sufficient cause for immediate cancellation of the award.
28. Entire contract: This contract is awarded based on the criteria established in the RFB, including attachments and any amendments issued. The UWM Contract, the RFB including any amendments, Supplier's response with attachments including any written communications incorporated into the contract, and the purchase order, constitute the entire contract between the parties. The order of priority in interpreting the contract shall be as listed.

For the State of Wisconsin on behalf of the Board of Regents of the University of Wisconsin System for the University of Wisconsin-Milwaukee

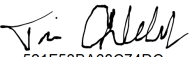
Pamela Loignon
Printed Name

DocuSigned by:

Signature
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7/24/2023 | 11:59 AM CDT

For the Contractor

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Signature
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Tim Chlebek
Printed Name

7/24/2023 | 9:49 AM PDT

Dated:

Exhibit B Cost Sheet

Linen Rental Service : Twice a Week Service Including Maximum 10% in Losses

Estimated Weekly Usage	Product	Size in Inches	Color	Rental Cost to UWM for 1 Linen or 1 Piece	Extended Cost	Replacement Cost (For Items over 10% Loss)
40	Tablecloth	52 x 52	White	\$ 0.68	\$ 27.20	\$ 12.00
1	Tablecloth	52 x 52	Gold	\$ 0.75	\$ 0.75	\$ 12.00
1	Tablecloth	52 x 52	Black	\$ 0.75	\$ 0.75	\$ 12.00
80	Tablecloth	85 x 85	White	\$ 2.25	\$ 180.00	\$ 20.00
1	Tablecloth	85 x 85	Gold	\$ 2.55	\$ 2.55	\$ 25.00
1	Tablecloth	85 x 85	Black	\$ 2.55	\$ 2.55	\$ 25.00
120	Tablecloth	52 x 114	White	\$ 2.40	\$ 288.00	\$ 25.00
1	Tablecloth	52 x 114	Gold	\$ 2.55	\$ 2.55	\$ 30.00
1	Tablecloth	52 x 114	Black	\$ 2.55	\$ 2.55	\$ 25.00
80	Full-length Bib Apron No Pockets	Approx 31 x 27	Black	\$ 0.45	\$ 36.00	\$ 5.25
40	Bar Towels (Terry Cloth)		White	\$ 0.18	\$ 7.20	\$ 1.65
70	Napkin	20" x 20"	White	\$ 0.12	\$ 8.40	\$ 2.20
1	Napkin	20" x 20"	Gold	\$ 0.15	\$ 0.15	\$ 2.20
350	Napkin	20" x 20"	Black	\$ 0.15	\$ 52.50	\$ 2.20
Subtotal					\$ 611.15	\$ 199.50
5% Service Fee will be added to the total invoice cost					\$ 30.56	