

Dane County Contract Cover Sheet

Revised 01/2025

Res 285
significant

Dept./Division	DCDHS BPHCC		
Vendor Name	Superior Health Linens, LLC	MUNIS #	35530
Brief Contract Title/Description	Resident Personal Laundry and Facility Linen Services		
Contract Term	02/04/2025 - 12/31/2029		
Contract Amount	\$1,250,000.00		

Contract # Admin will assign	15727
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Chonh Her	Name	Colin O'Brien
Phone #	608-845-1224	Phone #	731-988-6413
Email	her.chonh@danecounty.gov	Email	cobrien@healthcarelinensg.com
Purchasing Officer	Megan Roqan		

Purchasing Authority	<input checked="" type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$13,000 – \$45,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input checked="" type="checkbox"/> Over \$45,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	084
	<input type="checkbox"/> Bid Waiver – \$45,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$45,000 (N/A to Public Works)		
	<input type="checkbox"/> Cooperative Contract	Contract Name & #	
<input type="checkbox"/> N/A - Grants, Leases, Intergovernmental, Property Purchase/Sale, Other			


MUNIS Req.	Req #	Org: BPHCLNL	Obj: 313861	Proj:	\$ 187,500.00
		Org: BPHCLNL	Obj: 313862	Proj:	\$ 62,500.00
	Year	Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000		
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	Res #	2024 RES-285
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	Year	

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2025.02.04 16:27:37 -06'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 2.4.25

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 2/5/25	Date Out:	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, February 5, 2025 10:38 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15727
Attachments: 15727.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 2/5/2025 11:21 AM	
	Rogan, Megan	Read: 2/5/2025 1:03 PM	Approve: 2/5/2025 1:03 PM
	Cotillier, Joshua	Read: 2/5/2025 3:08 PM	Approve: 2/5/2025 3:11 PM
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15727
Department: Human Services
Vendor: Superior Health Linens
Contract Description: Provide resident personal laundry & facility linen services (Res 285)
Contract Term: 2/4/25 – 12/31/29
Contract Amount: \$1,250,000.00

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

Goldade, Michelle

From: Hicklin, Charles
Sent: Wednesday, February 5, 2025 11:21 AM
To: Goldade, Michelle
Subject: Re: Contract #15727

Ok

On Feb 5, 2025, at 10:38 AM, Goldade, Michelle <Goldade.Michelle@danecounty.gov> wrote:

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15727

Department: Human Services

Vendor: Superior Health Linens

Contract Description: Provide resident personal laundry & facility linen services (Res 285)

Contract Term: 2/4/25 – 12/31/29

Contract Amount: \$1,250,000.00

Thanks much,
Michelle

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

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<15727.pdf>

2024 RES-285

**AWARDING PROFESSIONAL SERVICES CONTRACT
FOR SUPERIOR HEALTH LINENS LLC
DCDHS – BPHCC DIVISION**

The Dane County Department of Human Services (DCDHS) Badger Prairie Health Care Center (BPHCC) purchases laundry services. The services include resident laundry services for residents of BPHCC and facility linen services related to the care of residents at BPHCC. This resolution authorizes awarding the laundry professional services contract to Superior Health Linens LLC for a 5 year term paid at \$250,000 per year for a total contract amount of \$1,250,000.

NOW, THEREFORE, BE IT RESOLVED that the following contract be awarded and that the County Executive and County Clerk are hereby authorized and directed to sign the agreement on behalf of Dane County, and that the Controller is authorized to payment payments related to the execution of the contract.

<u>Vendor</u>	<u>Contract Amount</u>
Superior Health Linens LLC	\$1,250,000

DANE COUNTY CONTRACT # 15727

Revised 11/2024



Department: Badger Prairie Health
Care Center

Provider: Superior Health Linens

Expiration Date: December 31, 2029

Maximum Cost: \$1,250,000

**Corporation Service
Company**

Registered Agent (if applicable):

Registered Agent Address: 33 East Main Street,
Suite 610, Madison WI
53703

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and "Superior Health Linens, LLC" (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1100 E. Verona Ave., Verona, WI, desires to purchase services from PROVIDER for the purpose of providing facility linen and resident personal laundry service at Badger Prairie Health Care Center; and

WHEREAS PROVIDER, whose address is 5005 S. Packard Ave., Cudahy, WI 53110, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments. The Parties agree to jointly review the contract at the end of the third year of services to ensure actual usage will not exceed estimated usage.

II. SERVICES:

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the

terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

- G. COUNTY agrees to reimburse PROVIDER at the PROVIDER'S actual replacement cost of linens, as mutually determined by the parties in writing, provided that the maximum reimbursement does not exceed \$40 per item for linens destroyed by a destructive event such as a fire or other building destruction only in the event such losses are not covered by either PROVIDER's or COUNTY 's insurance.

III. **ASSIGNMENT/TRANSFER:**

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations;
 2. failure by PROVIDER to carry applicable licenses or certifications as required by law;
 3. failure of PROVIDER to comply with reporting requirements contained herein;
 4. inability of PROVIDER to perform the work provided for herein.
- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE & INDEMNIFICATION:

- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life),

damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.

2. Professional Liability Insurance.

If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY

3. Commercial/Business Automobile Liability Insurance.

If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

4. Environmental Impairment (Pollution) Liability

If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a

separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

5. Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

6. Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Required provisions.

1. Insurer's Requirement

All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A- VIII

2. Additional Insured.

COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.

3. Provider's Insurance Shall be Primary

For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability

4. Cancellation Notice

Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.

5. Evidences of Insurance.

Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.

6. Sub-Contractors.

In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

- D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION:

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further

agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of Adverse Findings
During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process
PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- C. Notice Requirement
PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XIII. CONTROLLING LAW AND VENUE:

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

XIV. FINANCIAL INTEREST PROHIBITED:

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

XV. LIMITATION OF AGREEMENT:

This agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

XVI. ENTIRE AGREEMENT:

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

XVII. COUNTERPARTS:

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

XVIII. CONSTRUCTION:

This Agreement shall not be construed against the drafter.

XIX. COPIES VALID:

This agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

XX. REGISTERED AGENT:

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

XXI. DEBARMENT:


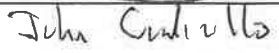
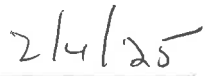
By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

XXII. EXECUTION:

- A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

 _____ Joseph LaPorta CEO Superior Health Linens, LLC	 _____ John Cundullo CFO	 _____ Date
--	--	--

* * *

FOR COUNTY:

Melissa Agard
Dane County Executive

Date

Scott McDonell
Dane County Clerk

Date

* [print name and title, below signature line of any person signing this document]

SCHEDULE A

Scope of Services

A. Description of Services:

The objective of the Resident Laundry and/or Facility Linen Provider will be to complete resident laundry and/or facility linen services in an efficient and cost-effective manner. The services will be continuously monitored and will be maintained at a level of consistent high quality. The Resident Laundry Services program includes timely pickup, laundering, delivery, and proper infection control of resident clothing. The Facility Linen Service will include the provision of sufficient quality and quantity of linen inventory, as well as, timely pick-up, laundering, delivery, and proper infection control of facility linen. The Provider must meet all Federal and State infection control requirements.

Resident Laundry Services and/or Facility Linen Services will be completed to ensure resident clothing and/or facility linens are laundered and returned to the facility in a time frame that allows the residents to maintain a sufficient supply of clean clothes and/or allows a sufficient quality and quantity of facility linen. All work shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws, and policies.

The provider shall provide an adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times. The provider shall provide all personnel with a complete set of specifications and schedules to ensure all required services are completed. Any work found to be in any way defective or unsatisfactory shall be corrected by the Provider at its own expense at the order of the County. The County also reserves the right to contract out services not satisfactorily completed and to purchase substitute services elsewhere. The County reserves the right to charge the Provider with any or all costs incurred or retain/deduct the amount of such costs incurred from any monies due or which may become due under this contract.

B. Scope of services:

1. Provider shall furnish at the start of the program either all new linens or "A" stock, which means best quality, not distinguishable from a new garment, typically brand new with little to no visible wear.
2. All replacement linens issued during the contract period due to normal wear and tear, damage, loss or new residents shall be furnished from the Provider's "A" stock and furnished from the same manufacturer as initially selected by the County to ensure "A" stock linen standards unless introduction of new or different products are mutually agreed upon in writing.
3. The Provider shall furnish laundry bags, carts, and up to 24 new hampers at the time of installation only, of sufficient size and quantity for transporting soiled resident clothing and/or facility linen. The size of the laundry carts and hampers will be agreed to by the facility. The facility is currently using plastic laundry bags. These are purchased at the facility's expense. The Provider shall thoroughly sanitize laundry carts after they are emptied of soiled linen, prior to placing clean linen in the laundry carts for return to the facility. The Provider is responsible for safety and maintenance of all equipment used in the facility. Broken or damaged carts or hampers must be repaired or replaced immediately.
4. The Provider shall inspect the linen for stains, tears, defects, or pinholes. Provider is responsible for replacement of worn linen at the Provider's expense.
5. The Provider must designate a contact person to provide on-going communication, and problem solving with BPHCC Staff.
6. The Provider shall provide a management staff person, made known to the County to: routinely review and inspect operations, consult with the County on current and future service programs, and to act with full authority on the Provider's behalf in any and all matters pertaining to the specifications of this contract.

7. All items, details of construction, services or features not specifically mentioned which are regularly furnished in order to provide these items shall be furnished at the bid price and shall conform in strength, quality and workmanship to that usually provided by the practice.
8. The Provider shall furnish all equipment, utilities, supplies and space herein specified and all management and labor necessary for the efficient, sanitary and ecologically sound operation of the laundry service.
9. The Provider will be required to furnish linens which meet the specifications and inventory requirements described in the bid document at the beginning of the contract and shall adjust the required inventory levels at all times throughout the term of this contract to meet the facility's needs. In addition, Provider shall supply soiled linen hampers/receptacles as specified by the facility and a supply of linen carts to facilitate soiled linen return. Special additional linens shall be supplied as needed upon request from Badger Prairie Health Care Center. Linen shall be the property of the Provider. BPHCC will compensate the Provider based on the cost to launder the linen.
10. All prices will include the replacement cost of lost linen, worn linen, or damaged linen. There will be no additional cost for extra delivery charges, inventory restock charges, minimum use charges, or adjustments to inventory levels. The cost will be an all-inclusive fee and no additional charges for linen or deliveries will be allowed under this contract.
11. Linens furnished for contract start-up and/or for replacement shall be subject to inspection and approval by Dane County.
12. Weekly linen needs reflect total inventory necessary to ensure adequate linen supply. Provider must work cooperatively with facility to ensure adequate linen supplies over weekends and holidays, and factor in processing time and transportation schedules to and from laundry when determining supply. Clean linen is delivered Monday through Friday to resident households.
13. This contract document represents the initially desired service but it is intended that at regular intervals during the duration of the contract, the amount of required service will be examined by the County and the Provider with the objective of providing the best possible service to the County. It must be agreeable to the County and the Provider, if it is necessary to change the number and/or schedule of delivery and pick-up times per week to meet the needs of this contract.
14. The Provider agrees to pick-up soiled laundry and/or linen, and deliver clean laundry and/or linen at intervals that are sufficient to meet the facility and residents' needs. Linen inventory must be sufficient to ensure adequate supplies over weekends and holidays. Resident personal laundry must be returned within 48 hours of pick-up. Facility linen is currently picked-up and delivered 5 days per week.
15. The Pick-up and Delivery Schedule of hours will be approved by the Administrative Services Supervisor, or designee, every six (6) months. This will include approval of days and hours per week. The Provider and the Administrative Services Supervisor will mutually agree upon requests for adjustments to the schedule. Changes to the Primary Schedule will be submitted in writing by the 15th of the month for changes effective the following month upon mutual agreement by both parties.
16. Soiled laundry will be bagged and sorted by staff as mutually agreed upon by the Provider and the County. The Provider shall pick up soiled linen carts from the three soiled chute rooms at the end of each link and will provide adequate empty carts in each room for the soiled laundry.
17. The County shall be responsible for marking resident clothing items for proper identification.
18. All items shall be washed, extracted, and tumbled, as required, with only non-allergic soaps, detergents, bleaches or other chemicals used in the cleaning process.

19. Laundering and finishing shall be in accordance with accepted standards in the hospital laundry industry. Upon request of the facility, the Provider shall furnish details of the laundry process including detergents and disinfectants used.
20. The Provider shall adhere to the highest standards of cleanliness and sanitary practices, and will ensure continual sanitation in all functions and matters related to the execution of the terms of this contract.
21. Laundry is to be handled carefully and expeditiously to avoid and remove stain and mildew. All spots and stains shall be removed in the safest manner with the life and usefulness of the fabric unimpaired. Provider will not be responsible for damage to items requiring cold wash or hand wash only.
22. All chemicals used shall be harmless to all fibers, if they are all synthetic, synthetic and natural blends, or all natural.
23. Items failing to meet County washing standards will be returned for Reject at no cost to the County. The County will label Reject as such.
24. The Provider shall accept full responsibility for any costs associated with damage or loss of laundry items caused by the negligence of the Provider or its employees.
25. Clean laundry (resident personal items) must be returned sorted and packaged in mutually agreed upon quantities and placed in covered carts.
26. All packaging shall be done in such a manner that the item will remain in a finished condition and not become wrinkled and disheveled.
27. All necessary keys and access cards will be furnished to the Provider delivery staff in order to place the clean linen in the basement Clean Linen Room and deliver to the neighborhoods. Provider staff is required not to allow unauthorized personnel into the building.
28. It will be the responsibility of BPHCC staff to bring any problems to the attention of the Provider staff who will then be responsible for development of an appropriate response.
29. Provider shall annually complete approved Resident Rights training for all staff assigned to the facility.
30. If it determined that Provider staff will have access to the neighborhoods, the Provider will offer Social Security numbers and other data necessary to process Criminal Reference Checks. Criminal Reference Checks will be processed for all staff assigned to the facility. Provider staff who fail the Criminal Reference Check Procedure will not be allowed access to the facility.
31. Provider shall provide driver/delivery staff immunization status upon request. In the event said staff have not been immunized, and there is a respiratory outbreak within the facility, driver/delivery staff will be required to wear a mask while in the facility.
32. The facility reserves the right to inspect the Provider's plant and equipment, including laundry carts, bins and hampers, and to inspect the laundry process for cleanliness, sanitation, and infection control compliance.

D. Assignment: Provider shall not assign or subcontract any interest or obligation under this Agreement without the County's prior written approval. All of the services required hereunder will be performed by Provider and employees of Provider.

SCHEDULE B

Pricing Structure and Payment

Invoices/Payment:

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

Annual contract costs shall not exceed a total of \$1,250,000 over the entire length of the contract (5 years).

Provider shall submit monthly invoices by the 10th of the month following the month services. All invoices shall be sent to:

FACILITY	EMAIL ADDRESS	CONTACT	TELEPHONE
Badger Prairie Health Care Center	bpinvoices@danecounty.gov	Finance Manager	608-845-1224

In no instance shall the bidder invoice the County for more than is authorized by the County on the issued Service Contract or Purchase Order

The County's normal payment terms are net 30 days.

RESIDENT LAUNDRY SERVICES	2025	2026	2027	2028	2029
Wash and Dry, Fold Small Items					
Hang pants, dresses, blouses and shirts	\$1.10	\$1.14	\$1.18	\$1.22	\$1.26
Sort by Household					
Deliver all items in carts to Neighborhoods/Households					
<i>Price per pound of CLEAN Laundry</i>					

FACILITY LINEN SERVICES	2025	2026	2027	2028	2029
Laundry Service including all Linen & Transportation	\$0.72	\$0.73	\$0.74	\$0.75	\$0.76
Deliver linen in carts to Facility Clean Linen Room					
<i>Price per pound of CLEAN Linen</i>					

FACILITY SOILED LINEN BAGS	2025	2026	2027	2028	2029
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29" x 43" blue plastic soiled liner; .95 mil 240/case	\$38	\$38	\$38	\$38	\$38
	PER CASE				

Pricing above shall be all inclusive and shall include all necessary equipment.

NON-ALLOWED CHARGES. The following, but not limited to this list of charges, and including other incidental or standard industry charges not identified herein, are not allowed under this contract.

Start-up costs
Setup charges (initial setup of program)
Weekly or Trip Minimum charges
Garments Storage
Environmental charges
Energy Charges
Fuel charges
Delivery minimum
Repairs

Miscellaneous service charges used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred to that may be incurred in the future by the Contractor.