

Dane County Contract Cover Sheet

BAF#

Res TS
Significant

Dept./Division	Human Services / BPHCC	Contract # <small>Admin will assign</small>	04575 13734
Vendor Name	Madison United Healthcare Linen, Ltd.	Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Vendor MUNIS #	4802	Type of Contract	
Brief Contract Title/Description	Facility Linen and Resident Personal Laundry Service at Badger Prairie Health Care Center	<input checked="" type="checkbox"/>	Dane County Contract
		<input type="checkbox"/>	Grant
		<input type="checkbox"/>	County Lessee
		<input type="checkbox"/>	County Lessor
		<input type="checkbox"/>	Intergovernmental
		<input type="checkbox"/>	Purchase of Property
Contract Term	1/1/2020 – 12/31/2024	<input type="checkbox"/>	Property Sale
Total Contract Amount	\$1,065,000 (~\$213,000 annually)	<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)		
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)		RFB/RFP # 119017
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)		
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (N/A to Public Works)		
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Org Code	BPHCLNL	Obj Code	313861	Amount	\$ 160,600
Req #	Org Code	BPHCLNL	Obj Code	313862	Amount	\$ 52,400
Year 2020	Org Code		Obj Code		Amount	\$

Resolution /Addendum Form/ N/A	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.		
	<input checked="" type="checkbox"/> Resolution is required.		
	<input type="checkbox"/> Addendum Form required.		
	<input type="checkbox"/> N/A		
	Res #	2019	
	Year	075	

Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
<i>MG</i>	Received by DOA	<i>6/11/19</i>		
<i>CW</i>	Controller		<i>6/13/19</i>	
<i>Cec</i>	Purchasing	<i>6/14/19</i>	<i>6/14/19</i>	
<i>NA</i>	Corporation Counsel			<i>SEE IT BELOW</i>
<i>DL</i>	Risk Management	<i>6/14/19</i>	<i>6/17/19</i>	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	Spring Larson, Contract Coord. Assistant	Name	Steve Havlik, CEO
Phone #	608-242-6391	Phone #	(608) 257-6751
Email	Larson.spring@countyofdane.com	Email	steveh@muhl.org
Address	1202 Northport Drive, Madison WI 53704, Rm 454	Address	1310 W. Badger Rd., Madison, WI 53713

Human Services Only	a. Dane County Res. #		Approvals	Initials	Date
	b. Budget/Personnel Required		g. Accountant	RP	6/3/19
	c. Program Manager Name	William Brotzman	h. Supervisor	<i>CW</i>	<i>6-3-19</i>
	d. Current Contract Amount	\$	i. Corporation Counsel	<i>Ar</i>	<i>6-5-19</i>
	e. Adjustment Amount	\$	j. To Provider	<i>SL</i>	<i>6-6-19</i>
	f. Revised Contract Amount	\$	k. From Provider	<i>SL</i>	<i>6-6-19</i>

Department Head Approval/Shawn Tessman, Director	
<i>Shawn Tessman</i>	<i>6/10/19</i>

Certification:

The attached contract is a:

<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
		6/27/19
	Comments	
Corporation Counsel	Signature	Date
		6/5/19
	Comments	

1 2019 RES-075
2

3 **AWARDING CONTRACT FOR FACILITY LINEN AND RESIDENT PERSONAL**
4 **LAUNDRY SERVICES AT BADGER PRAIRIE HEALTH CARE CENTER**
5 **DCDHS – BP DIVISION**
6

7 State and Federal statutes that govern the operation of licensed nursing facilities require
8 the cleaning of facility linen and resident personal clothing. The Department of
9 Administration and Badger Prairie Health Care Center solicited bids from providers and
10 based upon review of these bids, staff recommends the award of a five-year contract to
11 Madison United Healthcare Linen, Ltd. The annual cost of the contract is approximately
12 \$213,000.
13

14 NOW, THEREFORE, BE IT RESOLVED that the County Board approves the award of a
15 five year contract with Madison United Healthcare Linen, Ltd. for the period January 1,
16 2020 through December 31, 2024 and authorizes the County Executive and County
17 Clerk to execute the contract documents, and authorizes the Controller to issue checks
18 for payment of contract invoices.



Badger Prairie Health Care Center

Dane County Executive – Joe Parisi
Human Services Director - Shawn Tessmann
Badger Prairie Health Care Center Administrator – William Brotzman

TO: Joe Parisi
County Executive

FROM: Rayanne Pedretti
BPHCC Business Manager

DATE: May 21, 2019

RE: Madison United Healthcare Linen, Ltd.

Description:

Madison United Healthcare Linen, Ltd. has been awarded the bid to provide Personal Resident Laundry and Facility Linen Service at Badger Prairie Health Care Center. This awards a purchase of service agreement for five (5) years, 2020 through 2024.

Amount: \$1,065,000 (~\$213,000 annually)

Funding Source: Ongoing funds are included in the budget.

DANE COUNTY HUMAN SERVICES CONTRACT # 84575
DANE COUNTY PURCHASING CONTRACT # 13734



# of Pages Including Schedules:	13
Expiration Date:	12/31/2024
Authority:	Res. # , 19
Department:	Human Services
Maximum Cost:	\$1,065,000
Registered Agent:	N/A
Registered Agent Address:	N/A

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Madison United Healthcare Linen, Ltd. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1100 E. Verona Ave, Verona, WI 53593, 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 1310 W. Badger Rd., Madison, WI 53713, 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 on **January 1, 2020** 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. 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.

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.

III. **ASSIGNMENT/TRANSFER:**

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that 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 Schedule C, 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 Schedule C 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:

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. 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.

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 list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Environmental Impairment (Pollution) Liability

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.

Workers' Compensation.

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

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. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
- 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. MISCELLANEOUS:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

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:


Steve Havlik, CEO

6/6/2019
Date Signed

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

* [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.

Resident Laundry Services and/or Facility Linen Services will be completed to insure 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. 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.
2. 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.
3. 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.
4. 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 will be allowed under this contract.
5. Linens furnished for contract start-up and/or for replacement shall be subject to inspection and approval by Dane County. Upon termination of this contract, the Provider shall retain ownership and control of the linen as provided in this contract.
6. 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 daily to resident units.
7. 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.
 8. 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.
 9. 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 by the 15th of the month for changes effective the following month.
 10. 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.
 11. The County shall be responsible for marking resident clothing items for proper identification.
 12. 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.
 13. 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.
 14. The Provider shall adhere to the highest standards of cleanliness and sanitary practices, and will insure continual sanitation in all functions and matters related to the execution of the terms of this contract.
 15. 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.
 16. All chemicals used shall be harmless to all fibers, if they are all synthetic, synthetic and natural blends, or all natural.
 17. Items failing to meet County washing standards will be returned for rewash at no cost to the County. The County will label rewash as such.
 18. 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.
 19. Clean laundry must be returned sorted and packaged in easily handled bundles and placed in covered carts.
 20. All packaging shall be done in such a manner that the item will remain in a finished condition and not become wrinkled and disheveled.

21. All necessary keys and prox 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.
22. 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.
23. Provider shall annually complete approved Resident Rights training for all staff assigned to the facility.
24. 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 process for all staff assigned to the facility. Provider staff who fail the Criminal Reference Check Procedure will not be allowed access to the facility.

C. Contract Term: This agreement will commence on January 1, 2020 and expire on December 31, 2024.

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

Annual contract costs shall not exceed \$213,000 per year or a total of \$1,065,000 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@countyofdane.com	Kelly Otto	608-845-1269

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	2020	2021	2022	2023	2024
Wash and Dry, Fold Small Items					
Hang pants, dresses, blouses and shirts	\$0.54	\$0.55	\$0.56	\$0.57	\$0.58
Sort by Household					
Deliver all items in carts to Neighborhoods/Households					
<i>Price per pound of CLEAN Laundry</i>					

FACILITY LINEN SERVICES	2020	2021	2022	2023	2024
Laundry Service including all Linen & Transportation	\$0.505	\$0.515	\$0.525	\$0.535	\$0.545
Deliver linen in carts to Facility Clean Linen Room					
<i>Price per pound of CLEAN Linen</i>					

FACILITY SOILED LINEN BAGS ²⁴	2020	2021	2022	2023	2024
29" x 43" blue plastic soiled liner; .95 mil	\$32.29	\$32.29	\$32.29	\$32.29	\$32.29
240/case	<i>PER CASE</i>				

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.

SCHEDULE C

Reporting Requirements

In addition to other reports required herein, the Provider shall provide:

- Poundage and usage reports at agreed upon intervals.
- Other reports/statistics as necessary over the course of the contract.
- The Provider should be able to report on a monthly basis all services purchased against this contract.