

RFP #6747

Vendor	Morgan
Vendor Number	597
Contract Period	1/1/24 - 12/31/26
Purchasing Contract Number	20240007
Contact	Jose Baez
Phone Number	216-241-1685
Email	baezj@morganservices.com

EST QTY	Description	Alternate	Price	Ruin/Lost Fee
GOLF	(Various Events - Sleepy & Big Met)			
	Bar Mops (Small Towel) - Sleepy		\$ 0.200	\$ 1.875
	Bar Mops (Small Towel) - Big Met		\$ 0.200	\$ 1.875
	Napkins, Colored Linen Poly - Sleepy		\$ 0.200	\$ 2.000
	Napkins, Colored Linen Poly - Big Met		\$ 0.200	\$ 2.000
	Napkins, White, Black Linen Poly		\$ 0.135	\$ 2.000
	Napkins, Champagne Linen Poly		\$ 0.140	\$ 2.000
	Napkins, Seasonal Colored, Linen Poly		\$ 0.450	\$ 2.000
	52" x 114" Colored Table Linen Budget Poly		\$ 3.750	\$ 35.000
	52" x 114" Seasonal Colored Table Linen Budget Poly		\$ 5.000	\$ 35.000
	52" x 114" Champagne Table Linen Budget Poly		\$ 2.800	\$ 30.000
	52" x 114" White/Black Table Linen Budget Poly		\$ 2.750	\$ 30.000
	85" x 85" Colored Table Linen Budget Poly		\$ 3.750	\$ 35.000
	85" x 85" Seasonal Colored Table Linen Budget Poly		\$ 5.000	\$ 35.000
	85" x 85" Champagne Table Linen Budget Poly		\$ 2.800	\$ 30.000
	85" x 85" White/Black Table Linen Budget Poly		\$ 2.750	\$ 30.000
	72" x 72" Colored Table Linen Budget Poly		\$ 1.500	\$ 18.000
	72" x 72" Seasonal Colored Table Linen Budget Poly		\$ 3.000	\$ 18.000
	72" x 72" Champagne Table Linen Budget Poly		\$ 1.350	\$ 18.000
	72" x 72" White/Black Table Linen Budget Poly		\$ 1.250	\$ 18.000
	Laundry Bags (For Dirty Linens) - Sleepy		\$ 0.950	
	Laundry Bags (For Dirty Linens) - Big Met		\$ 0.950	
MARKETING	(Various Locations Special Events)			
	90" x 156" White,Black,Champagne Table Linen Budget Poly		\$ 18.000	\$ 60.000
	120" Round White,Black,Champagne Table Linen Budget Poly		\$ 15.000	\$ 50.000
	132" Round White,Black,Champagne Table Linen Satin		\$ 16.000	\$ 55.000
	Napkins, Colored Linen Poly		\$ 0.200	\$ 2.000
	Napkins, White/Black Linen Poly		\$ 0.135	\$ 2.000
	Napkins, Champagne Linen Poly		\$ 0.140	\$ 2.000
	Napkins, Seasonal Colored, Linen Poly		\$ 0.450	\$ 2.000
	Laundry Bags		\$ 0.950	
ENTERPRISE	(Various Restaurants)			
	Full Apron Black		\$ 0.400	\$ 4.000
	Bar Mops (small towels)		\$ 0.200	\$ 1.875
	Bar Towels		\$ 0.220	\$ 2.000
	52" x 52" Colored Table Linen Budget Poly		\$ 1.250	\$ 12.000
	52" x 52" Seasonal Colored Table Linen Budget Poly		\$ 2.000	\$ 12.000
	52" x 52" Champagne Table Linen Budget Poly		\$ 0.900	\$ 12.000

52" x 52" White/Black Table Linen Budget Poly		\$ 0.850	\$ 12.000
85" x 85" Colored Table Linen Budget Poly		\$ 3.750	\$ 35.000
85" x 85" Seasonal Colored Table Linen Budget Poly		\$ 5.000	\$ 35.000
85" x 85" Champagne Table Linen Budget Poly		\$ 2.800	\$ 35.000
85" x 85" White/Black Table Linen Budget Poly		\$ 2.750	\$ 30.000
52" x 114" Colored Table Linen Budget Poly		\$ 3.750	\$ 35.000
52" x 114" Seasonal Colored Table Linen Budget Poly		\$ 5.000	\$ 35.000
52" x 114" Champgne Table Linen Budget Poly		\$ 2.800	\$ 35.000
52" x 114" White/Black Table Linen Budget Poly		\$ 2.750	\$ 30.000
Napkins, Colored Linen Poly		\$ 0.200	\$ 2.000
Napkins, White/Black Linen Poly		\$ 0.135	\$ 2.000
Napkins, Champagne Linen Poly		\$ 0.140	\$ 2.000
Napkins, Seasonal Colored, Linen Poly		\$ 0.450	\$ 2.000
Laundry Bags		\$ 0.950	
Delivery Fee Per Location / Stop Minimum		\$ 55.000	
Pickup Charges		\$ 15.000	
Service Charge		14%	
Auto. Replace. Rate Towel, Napkins, and Aprons		2%	
Fuel/Delivery Fees Per Location	Currently zero; subject to change		
48 Hour Charge		\$ 15.000	

NOTES:

Weekly rental rates
Annual Price Increase 7%

AWARD OF BIDS/RFPS/CO-OPS/SINGLE SOURCES (cont.)

RFP #6747 SUMMARY: LINEN SERVICES at Cleveland Metroparks various locations

Background

Since 2019, Cleveland Metroparks has obtained linen rental services for Restaurants, Concessions, Zoo Special Events and other park locations from various vendors including Morgan Services, Inc, L’Nique Specialty Linen Rental, and Event Source.

On September 13, 2023, Purchasing released RFP #6747 – Linen and Shop Towel Services at Cleveland Metroparks Various Locations, seeking a three (3) year term and an option to renew for an additional two (2) year term at Cleveland Metroparks’ sole discretion.

The RFP was sourced to 133 vendors and Cleveland Metroparks received two (2) complete proposals from Morgan Services, Inc. and Grapevine Laundry Inc., and one (1) partial proposal from Unifirst.

Evaluation of Proposal

In reviewing the submitted proposals, Purchasing staff considered the following criteria:

Weight	Criteria
15%	Previous experience with similar services, knowledge and record of performance, including previous experience with Cleveland Metroparks or other government agencies.
25%	Quality of proposed products and service capabilities.
50%	Price of products and services.
10%	Proposers’ commitment to Cleveland Metroparks’ core values, including sustainability and the diversity and inclusion statement set forth above.
100%	Total

All proposals included price increases for products and services ranging from 11% to 70%. Based upon the review of all proposals, Purchasing staff recommends Morgan Services Inc. for linen services only as the vendor of choice for Cleveland Metroparks due to overall best value for a three (3) year period beginning January 1, 2024 through December 31, 2026 with an option to renew for an additional two (2) year period for a total five (5) year cost not to exceed \$200,000. Shop towel services will be awarded on RFP #6748 to a different supplier.

RECOMMENDED ACTION:

That the Board approve an award on RFP #6747 linen and shop towel services at Cleveland Metroparks Various Locations and authorize the Chief Executive Officer, in a form approved by the Chief Legal and Ethics Officer, to enter into a three (3) year agreement beginning January 1, 2024 through December 31, 2026, with an option to renew for an additional two (2) year period, between Cleveland Metroparks and **Morgan Services Inc. for a combined total not to exceed \$200,000 during the five-year period** for its lowest and best proposal, as summarized above and maintained in the proposal file for RFP #6747.

Service Agreement



11/29/2023

Morgan Services, Inc.	Customer Name: CLEVELAND METRO PARKS Account #: 171820,171821,171822,172162,172212,172417,172836,173184 Customer #: 00000
2013 Columbus Rd. Cleveland, Ohio 44113-3574	Address: Big Met, E. 55 Marina, Merwin's Wharf, Sleepy Hollow, Emerald Necklace Marina, Edgewater, Wildwood Marina, Huntington (The Noshery), Cleveland Metroparks Zoo Stillwater Place, Additional Locations as Identified by Customer
	Phone: (216) 664-1696 Email:
(hereinafter, referred to as the "Company" or the "Service Center")	(hereinafter, referred to as the "Customer")

FIRST DELIVERY DATE: 1/1/2024

This Service Agreement and the Schedule of Services (the "Schedule") attached hereto (together, this "Agreement") is entered into by and between the Company and the Customer pursuant to Board Resolution No. 23-11-187, and it shall become effective and binding upon the parties hereto as of the date it is executed by both parties. Unless otherwise stated in writing, the following terms and conditions apply to any contract or sale between Company and Customer. No modifications or additions to these terms and conditions, and no terms and conditions inconsistent with those stated herein, that are contained in any document submitted to Company, shall be binding on Company unless expressly accepted in writing by an authorized representative of Company. During the term of this Agreement or any renewal hereof, the Customer hereby agrees to order, and the Company hereby agrees to supply: (i) textile rental items that are available from the Company and requested by Customer, consistent with Request for Proposal No. 6747 (the "Rental Items"); and (ii) such other products and/or services ("Products") as are more fully set forth on the Schedule. The initial inventories of such Rental Items, applicable charges and fees, and additional terms and conditions pertaining here to are as shown on the Schedule. Except for Uniforms, certain Other Items and Temporary Items set forth on the Schedule, on each regularly scheduled delivery day, the Company will deliver sufficient Rental Items to replenish the Customer's Inventory, up to the established Inventory level, at a rental cost equal to the applicable unit rate, multiplied by the Inventory amount. Temporary Items (i.e. Rental Items requested for one time, special or temporary use) shall be charged to the Customer at the time of delivery, and then again on each regularly scheduled delivery date, unless returned to the Company. No credit will be issued for Temporary Items that are returned unused.

This Agreement is subject to all of the following terms and condition.

1. **Term.** This Agreement shall continue in effect for a period of thirty-six months, beginning with the First Delivery Date shown above, or such later date as the initial inventory of Rental Items is available from the Company's stock of new or used merchandise, ending on December 31, 2026. There is an option to renew the agreement for two additional years upon written agreement of the parties after approval by Customer's Board of Park Commissioners.
2. **Title/Risk of Loss.** All Rental Items and all dispensers, laundry containers, lockers, mop handles, carts and other devices ("Equipment") remain the property of the Company, are held by the Customer at the Customer's risk and expense, and shall be returned to the Company at the expiration or termination of this Agreement. Except for Lease Only Service, all soiled Rental Items shall be returned to the Company for counting and cleaning. The Company shall be allowed to take periodic physical inventories of the Rental Items and Equipment on the Customer's premises with reasonable notice to Customer. Should any Rental Item or Equipment be lost, destroyed, missing or damaged (ordinary wear only excepted) while in the Customer's possession, the Customer hereby agrees to pay the Company its Standard Replacement Price for each such Rental Item or Equipment. The Company's Standard Replacement Prices are shown on the Schedule of Services, which Standard Replacement Prices may be changed from time to time, in the Company's reasonable discretion, to reflect increases in the purchase cost of the Company's products and upon notice to Customer. All current Standard Replacement Prices are available from the Company on request. Certain Rental Items are subject to automatic inventory replacement charges (ARC) with each scheduled delivery, which may be adjusted, in the reasonable discretion of the Company, for changes in the Customer's inventory of those Rental Items.
3. **Environmental and Service Charge.** All invoiced charges for Rental Items and Products are subject to an "Environmental and Service Charge" of 14% of the total invoice. The Customer hereby acknowledges that (i) the Environmental and Service Charge and all other charges and fees have been agreed by the parties hereto, (ii) the amount of the Environmental and Service Charge has been determined based on discussions between the Company and Customer, and may not relate to any specific, identifiable costs or charges incurred by the Company, and (iii) no such surcharge, charge, or fee has been imposed by, or is being collected pursuant to, any state, local, or Federal law.
4. **Price Adjustment.** Notwithstanding anything contained in this Agreement to the contrary, the Company may make periodic adjustments to the prices charged for Rental Items, Products, and all other charges and fees, including for Rented Items and Products added or changed pursuant to Section 8 as set forth herein. Prices may be increased annually, following the First Delivery Date, at the reasonable discretion of the Company, by an amount not to exceed 7%.
5. **Quality of Service.** The Company shall provide the Customer with a level of quality and service consistent with the standards of the uniform and textile rental industry and the terms of this Agreement. The Customer shall Notify the Company of any alleged breach of the Company's obligations hereunder within ten (10) days of its occurrence. Upon receipt of such written complaint, the Company shall have thirty (30) days to correct any deficiency in the goods or services it provides. Any failure by the Customer to provide the Company with the Notice as required herein shall be deemed a waiver of the Company's alleged breach of this Agreement. If after thirty (30) days from receipt of such Notice the Company has not corrected the deficiencies, the Customer may terminate this Agreement, provided the Customer shall first: (i) purchase all Special Rental Items, at the Company's Standard Replacement Prices, that the Company has purchased specially for Customer's use; (ii) pay the Company for all outstanding charges for goods and services provided; and (iii) pay the Company for all lost, missing, destroyed or damaged Rental Items, Products and Equipment at the Company's applicable Standard Replacement Prices, less any damage caused to Customer by Company's breach.
6. **Uniform Rental Service.** Other than uniforms or protective clothing ("Uniforms") delivered to the Customer on the First Delivery Date, the Company reserves the right to issue used Uniforms to new and additional employees of the Customer and to replace worn, damaged, lost, missing, or destroyed Uniforms with similar used Uniforms. All Uniforms are billed on a weekly, flat-rate, per person basis unless otherwise shown on the Schedule. **Unless otherwise specified, the Uniforms supplied by the Company: (i) are neither flame-retardant nor acid-resistant and should not be used in working conditions where they may be exposed to excessive heat, electrical arcing, fire, corrosive materials, or similar hazards; and (ii) do not provide protection from blood-borne pathogens.** Lease only Uniform service does not include cleaning charges, which are additional.
7. **Hazardous Materials.** The Customer warrants that in no event will Rental Items, Products and/or Equipment be returned to the Company containing hazardous materials (the "Warranty"). The Customer shall be liable for all costs, expenses, and claims arising out of any breach of the Warranty, and shall pay the Company a handling fee of \$175 per occurrence, which amount may be adjusted by the Company in its reasonable discretion from time to time, if sharps and/or any other hazardous materials are delivered to the Company in violation of the Warranty. The Customer agrees to immediately notify the Company, and send written confirmation thereof, of any potential contamination by, or exposure to, hazardous materials of the Company's

- property. No charges incurred under this Section 7 shall limit or preclude the Company from recovering damages incurred from any breach of the Warranty.
8. **Additions and Changes.** The inventories and specifications of the Rental Items and Products on the Schedule may be adjusted at the reasonable discretion of the Customer only as permitted by the terms and conditions of this Section 8. In no event shall the specifications and inventories of any Rental Items and Products, including all additional Rental Items and Products hereafter added to the Schedule, be reduced below seventy-five percent of the initial inventories of such Rental Items and/or Products provided by the Company to the Customer without written consent of the Company, which consent may be withheld for any reason, unless Customer closes a location being serviced by Company for more than three (3) months. Subject to the availability of color, size, style, quantity or any other specification, the Customer may change the specifications of the Rental Items it receives with the consent of the Company, which consent shall not be unreasonably withheld, provided that: (i) the new Rental Item is a standard color, size, style, quantity or other specification offered by the Company; and (ii) the Customer pays a restocking charge equal to ten percent of the Standard Replacement Price of the inventory of Rental Items that are being replaced. Subject to the conditions and requirements of this Section 8, the Customer may amend the Schedule at any time during the Term of this Agreement by: (i) adding or ordering additional standard Rental Items and/or Products; and (ii) increasing and/or decreasing the inventories of the Rental Items and Products. Subject to any pricing changes as permitted below, the Schedule shall be deemed automatically adjusted and/or amended to conform to any changes as to Rental Items and/or Products, including the inventories thereof, as reflected on the Company's delivery invoices, provided such invoices accurately reflect Customer's requested changes. For any changes requested by the Customer pursuant to this Section 8, the Company reserves the right to adjust the current rates being charged to the Customer or charge new rates for the new or additional Rental Items and Products to reflect the cost of the items, the market or other considerations only to the extent the new items were not included in Company's proposal in response to RFP 6747.
 9. **Special Rental Items.** Any Rental Item(s) that is not a standard Rental Item offered by the Company shall be designated a Special Rental Item. Notwithstanding the provisions of Paragraph 8 above, the Customer may discontinue the use of any Special Rental Item by purchasing the inventory of Special Rental Items at the then current Standard Replacement Price for such product.
 10. **Time and Manner of Payment.** Customer shall pay Company within thirty (30) days of receipt from Company of an invoice. Any past due unpaid balance shall be subject to a finance charge of two and one quarter percent per month (twenty seven percent per annum) or the maximum amount allowed by law, whichever is less. The Company shall have the right to suspend deliveries to the Customer if Customer fails to pay all charges within sixty (60) days of receipt of an invoice. The Customer's failure to pay any charges when due shall be deemed a breach of this Agreement. All flat rate or bulk minimum charges are based on fifty-two (52) weeks per year service, and will be billed based on fifty-two weeks of even billing. The total amount billed to Customer under this Agreement shall not exceed Two Hundred Thousand Dollars (\$200,000) without written amendment to this Agreement.
 11. **Remedy for Breach/Liquidated Damages.** The Customer acknowledges that because of the particular nature of the uniform and textile rental industry and the services provided herein, the damages that would be sustained by the Company in the event of a breach of this Agreement by the Customer will be difficult to determine and, therefore, the parties agree that in the event the Customer fails to complete or comply with this Agreement in its entirety, or fails to pay as required, the Customer shall pay the Company LIQUIDATED DAMAGES, and not as a penalty: (i) an amount equal to twenty-five percent of the Current Weekly Charges to the Customer, multiplied by the number of weeks remaining in the then existing Term; plus (ii) the Standard Replacement Price for each Rental Item that is lost, damaged, destroyed, or not returned to the Company; plus (iii) an amount equal to the unpaid charges for products and services theretofore rendered to the Customer; plus (iv) the Standard Replacement Price for all Special Rental Items provided to the Customer. Current Weekly Charges means the average charges for Rental Items and Products during the last fifty-two weeks that the Customer receives deliveries from the Company, or such fewer number of weeks that the Customer has actually received deliveries. If the Customer has not received any deliveries upon which an average can be calculated, then the Current Weekly Charges shall be the minimum billing on a per week basis, based on initial Rental Item inventory levels and other charges as shown on the Schedule, including but not limited to all flat rate, minimum inventory usage, delivery, fuel and energy, and Environmental and Service charges that the Customer would otherwise be liable to pay under this Agreement.
 12. **Enforcement of Rights/Resolution of Disputes.** The parties hereby agree that the exclusive forum for interpreting and enforcing their respective rights under this Agreement shall be the courts of Cuyahoga County, Ohio. Notwithstanding the aforesaid, either party may elect to submit any dispute or controversy arising under this Agreement to the American Arbitration Association ("AAA") for binding arbitration, pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the AAA, by sending Notice of such election to the other and promptly paying all required filing fees pertaining thereto, provided that no such election may be made by a party more than fifteen days after service of process on such party in an action filed by the other. The arbitration shall be conducted in Cuyahoga County, Ohio.
 13. **Change of Location/Additional Locations.** The parties' obligations herein shall continue, notwithstanding the Customer's removal of its business to a different location, provided such new location is within the area serviced by the Company. Any additional location(s) that the Customer may require Rental Items for shall be deemed to be covered by the provisions of this Agreement, provided such new location(s) is within the area serviced by the Company. The Company may change the location of its Service Center at its discretion.
 14. **Other Contracts.** The Customer warrants that the Company has not induced a breach of any existing agreement for similar products or services.
 15. **Business Interruption.** In the event the Customer's operations are temporarily interrupted by reason of acts of God, explosion, flood, war, terrorism, riots, warlike conditions, acts of violence, hostilities, sabotage, civil unrest, labor disputes, pandemic, epidemic, shortage or failure of supply of raw materials or equipment, shortage or failure of power, interruption, shortage, failure or delay of supply of communications or transportation, governmental shutdowns, mandates, actions, orders, laws, and regulations, including, but not limited, related to the foregoing, or any other similar circumstances or events that are beyond the Customer's reasonable control or would constitute unforeseen supervening circumstances not within the contemplation of the parties at the time of the Agreement, this Agreement shall be suspended during such temporary interruption. The Company shall be excused from its delivery obligations and all other obligations under this Agreement and not be liable to the Customer for failure to provide Rental Items, Products and/or Equipment, for any delay in selling or supplying any of the Rental Items, Products and/or Equipment, in the event of or due to acts of God, fire, explosion, flood, war, terrorism, riots, warlike conditions, acts of violence, hostilities, sabotage, civil unrest, labor disputes, pandemic, epidemic, shortage or failure of supply of raw materials or equipment, shortage or failure of power, interruption, shortage, failure or delay of supply of communications or transportation, governmental shutdowns, mandates, actions, orders, laws, and regulations, including, but not limited, related to the foregoing, or any other similar circumstances or events that are beyond the Company's reasonable control or would constitute unforeseen supervening circumstances not within the contemplation of the parties at the time of the Agreement.
 16. **Assignment.** Neither party may not assign any of its rights or obligations under this Agreement without the prior written consent of the other party.
 17. **Miscellaneous.** This Agreement shall be binding upon and shall inure to the benefit of the parties' personal representatives, successors, assigns, and transferees. The waiver of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition herein contained or any further breach thereof. The headings contained in this Agreement are for the convenience of the Parties and shall not change the meaning or construction of the terms and conditions hereof. This Agreement shall be severable such that the invalidity or unenforceability of any portion or provision of this Agreement shall in no way affect the validity or enforceability of any other portion or provision. If any portion or provision of this Agreement is held invalid or unenforceable, the balance of the Agreement shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision. This Agreement represents the entire agreement of the parties hereto concerning the subject hereof. This Agreement may not be modified or amended except in a writing signed by both parties or as provided in Section 8 above. This Agreement shall be construed according to the law of the state in which the Company's service center is located, without regards to conflicts of law. The use of the singular herein shall be deemed to be or include the plural (and vice versa), wherever appropriate. This transaction may be conducted by electronic means and the electronic signatures affixed by the parties to all documents related to this Agreement shall have the same legal effect as if that signature was manually affixed to a paper version of the document.
 18. **Notice.** In this Agreement, Notice or Notify shall mean notice sent by certified or registered mail, return receipt requested, by one party to the other, to the addresses shown on this Agreement, or such other addresses as the parties may hereafter designate by Notice.
 19. **Public Records and Publicity.** Company acknowledges that this Agreement and other records in the possession or control of Customer regarding the Rental Items may be public records under Ohio Revised Code Section 149.43 and may be open to public inspection unless a legal exemption applies. Company shall not discuss this Agreement or its contents with the media, use Customer's name or logos or issue any press release or other public statement related hereto, unless authorized in writing by Customer, which authorization may be withdrawn by Customer at any time.
 20. **Insurance.** Company shall maintain all insured required by RFP 6747.

MORGAN SERVICES, INC.

Approved By

x. Bill Arnold 12/18/23
Authorized Manager Date

x. [Signature] 18 Dec 23
Authorized General Manager Date

Accepted By

x. Brian M. Zimmerman, Chief Executive Officer
Authorized Customer (Print Name) Title

x. [Signature] 12-19-23
Authorized Customer Signature Date

Approved as to legal form by Rosalina M. Fini, Chief
Legal & Ethics Officer

Katie M. McVoy
Katie M. McVoy, Assistant Legal Counsel

SCHEDULE OF SERVICES

This Schedule is hereby incorporated into and made a part of the Service Agreement dated 1/1/2024 12:00:00 AM (the "Agreement") entered into by and between Morgan Services, Inc. and the Customer. All capitalized terms defined in the Agreement shall have the same meanings in this Schedule. This Schedule lists the initial Rental Items that the Customer is ordering from the Company, and the corresponding initial unit rates, inventories, inventory minimums, and automatic inventory replacement charges, and the current Standard Replacement Prices. This Schedule may be amended from time to time pursuant to the terms of the Agreement.

Except for Uniforms and certain "Other Items" included on this Schedule below, all Rental Items are provided pursuant to the Company's Assured Stock Availability Program (ASA). Under ASA, the Company establishes (i) an Inventory of Rental Items. On each regularly scheduled delivery day, the Company will deliver sufficient Rental Items to replenish the Customer's Inventory up to the established Inventory level, at a rental cost equal to the applicable unit rate, multiplied by the Inventory amount. The Company counts all Rental Items returned as soiled in order to track total quantities of Rental Items in the Customer's possession or control. All Rental Items in the Customer's possession or control are held by the Customer at the Customer's sole risk and expense, pursuant to the terms of the Agreement. All Temporary Items (i.e. Rental Items requested for one time, special or temporary use that are not provided under ASA) shall be charged to the Customer at the time of delivery, and then again on each regularly scheduled delivery date, unless returned to the Company. No credit will be issued for Temporary Items that are returned unused.

The Company's Lease Only Service Program (LOS) is available for Uniforms and certain Other Items, if selected below. Cleaning service is not included with LOS, and an additional charge will apply for any Rental Items that are returned to the Company for cleaning or other services.

Assured Stock Availability of Rental Items

Rental Item and Size	Special Rental Item Yes(x)	Unit Rate	Initial Inventory and Agreed Delivery Day(s)*					ARC Quantity	Standard RPLC
			M	T	W	TH	F		
20179 B-APRON BLACK	<input type="checkbox"/>	\$0.400	0	0	0	50	0	1	\$4.00
40010 BAR TOWEL	<input type="checkbox"/>	\$0.220	0	0	0	150	0	3	\$2.00
44020 BAR MOP	<input type="checkbox"/>	\$0.200	0	0	0	200	0	4	\$1.875
77402 WET MOP BLUE 22OZ	<input type="checkbox"/>	\$2.250	0	0	0	6	0	0	\$12.00

Other Items, Temporary Items and Direct Sale Items

Rental Item And Size	Unit Rate	Price Type	Usage Per Week	Initial Inventory**	Standard Replacement Price	Special Rental Item Yes(X)	Lease Only Service Yes(X)
19001 GMT SER CHG - INSTALL	\$2.750	2	0	0	\$0.00	<input type="checkbox"/>	<input type="checkbox"/>
30030 TT-WHITE 52X52	\$0.850	2	0	0	\$12.00	<input type="checkbox"/>	<input type="checkbox"/>
30083 TT-CHAMPAGNE 52X52	\$0.900	2	0	0	\$12.00	<input type="checkbox"/>	<input type="checkbox"/>
30717 TT-BLACK 52X52	\$0.850	2	0	0	\$12.00	<input type="checkbox"/>	<input type="checkbox"/>
TT-COLOR 52X52	\$1.250	2	0	0	\$12.00	<input type="checkbox"/>	<input type="checkbox"/>
TT-SEASONAL 52X52	\$2.000	2	0	0	\$12.00	<input type="checkbox"/>	<input type="checkbox"/>
32005 BANQ-COLOR 85	\$3.750	2	0	0	\$35.00	<input type="checkbox"/>	<input type="checkbox"/>
32006 BANQ-COLOR 114	\$3.750	2	0	0	\$35.00	<input type="checkbox"/>	<input type="checkbox"/>
32035 BANQ-WHITE 85X85	\$2.750	2	0	0	\$30.00	<input type="checkbox"/>	<input type="checkbox"/>
32050 BANQ-WHITE 52X114	\$2.750	2	0	0	\$30.00	<input type="checkbox"/>	<input type="checkbox"/>
32308 BANQ-BLACK 52X114	\$2.750	2	0	0	\$30.00	<input type="checkbox"/>	<input type="checkbox"/>
32309 BANQ-BLACK 85X85	\$2.750	2	0	0	\$30.00	<input type="checkbox"/>	<input type="checkbox"/>
32469 BANQ-CHAMPAGNE 85X85	\$2.800	2	0	0	\$35.00	<input type="checkbox"/>	<input type="checkbox"/>
32472 BANQ-CHAMPAGNE 52X114	\$2.800	2	0	0	\$35.00	<input type="checkbox"/>	<input type="checkbox"/>
BANQ-SEASONAL 52X114	\$5.000	2	0	0	\$35.00	<input type="checkbox"/>	<input type="checkbox"/>
BANQ-SEASONAL 52X114	\$5.000	2	0	0	\$35.00	<input type="checkbox"/>	<input type="checkbox"/>
32803 BANQ-WHITE RND 120	\$15.000	2	0	0	\$50.00	<input type="checkbox"/>	<input type="checkbox"/>
32948 BANQ-CHAMPAGNE RND 120	\$15.000	2	0	0	\$50.00	<input type="checkbox"/>	<input type="checkbox"/>
33019 NAPKIN-WHITE SPUN	\$0.135	2	0	0	\$2.00	<input type="checkbox"/>	<input type="checkbox"/>
33058 NAPKIN-SEASONAL	\$0.450	2	0	0	\$2.00	<input type="checkbox"/>	<input type="checkbox"/>
33084 NAPKIN-CHAMPAGNE	\$0.140	2	0	0	\$2.00	<input type="checkbox"/>	<input type="checkbox"/>
33270 NAPKIN-COLORED	\$0.200	2	0	0	\$2.00	<input type="checkbox"/>	<input type="checkbox"/>
33404 NAPKIN-BLACK	\$0.135	2	0	0	\$2.00	<input type="checkbox"/>	<input type="checkbox"/>
33490 NAPKIN-CUSTOM COLOR	\$0.200	2	0	0	\$2.00	<input type="checkbox"/>	<input type="checkbox"/>
44022 MICROFIBER HAND TOWEL	\$0.200	2	0	0	\$1.88	<input type="checkbox"/>	<input type="checkbox"/>
74795 MAT-CHARCOAL 3X10	\$7.000	3	2	4	\$85.61	<input type="checkbox"/>	<input type="checkbox"/>

DELIVERY DAYS: TBD
DELIVERY FREQUENCY: 7
OFF-DAY DELIVERY
CHARGE:\$25.00

Laundry \$0.95	Medical \$0.00
Bag Charge	Laundry Bag Charge
Size \$8.00	Restocking \$5.00
Change Charge Per Uniform	Charge Per Uniform
Name \$8.00	Logo \$8.00
Emblem Charge Per Uniform	Emblem Charge Per Uniform
Prep \$5.00	Repair \$8.00
Charge Per Uniform	Charge Per Uniform
Restocking \$0.00	Material \$0.00
Charge For Other Rental Items	Maintenance Fee

(1) ALL INVOICED CHARGES ARE SUBJECT TO AN ENERGY/FUEL CHARGE EQUAL TO 0% OF THE TOTAL INVOICE.

(2) DELIVERY DAYS ARE SUBJECT TO CHANGE DUE TO WEATHER CONDITIONS AND HOLIDAY SCHEDULES AND ALL OTHER EVENTS SET FORTH IN SECTION 15 OF THE SERVICE AGREEMENT.

(3) SPECIAL DELIVERY REQUESTS MADE WITH LESS THAN 48 HOURS PRIOR NOTICE, OR FOR AN UNSCHEDULED DELIVERY DAY, ARE SUBJECT TO AN ADDITIONAL DELIVERY CHARGE OF \$15.00 .

* Inventory levels may be adjusted from time to time by the Company and the Customer.

** Automatic Inventory Replacement Charges (ARC) are charged with every delivery, in standard amounts established by the Company, and will be calculated based on the Rental Item Standard Replacement Prices, as adjusted from time to time.

*** Direct sale prices may be adjusted, at the Company's discretion, without notice.

New Customer/Renewal Customer
 (Circle One)

MORGAN SERVICES, INC.

Approved By

x. Bill Russell 12/18/23
 Authorized Manager Date

x. [Signature] 18 Dec 23
 Authorized General Manager Date

Acknowledged and Agreed by Customer:

Accepted By

x. Brian M Zimmerman, Chief Executive Officer
 Authorized Customer (Print Name) Title

x. [Signature] 12/18
 Authorized Customer Signature Date

95800	LAUNDRY BAG CHARGE	\$0.950	9	10	25	\$4.07	<input type="checkbox"/>	<input type="checkbox"/>
98200	APRONS NEW-DS	\$20.000	2	0	0	\$0.00	<input type="checkbox"/>	<input type="checkbox"/>
95026	SOIL STORAGE BIN BOX	\$9.000	6	0	0	\$900.00	<input type="checkbox"/>	<input type="checkbox"/>
32946	BANQ-BLK RND 120	\$15.000	2	0	0	\$50.00	<input type="checkbox"/>	<input type="checkbox"/>
32949	BANQ-CHAMPAGNE RND 132	\$16.000	2	0	0	\$55.00	<input type="checkbox"/>	<input type="checkbox"/>
32964	BANQ-WHITE RND 132	\$16.000	2	0	0	\$55.00	<input type="checkbox"/>	<input type="checkbox"/>
32950	BANQ-BLACK RND 132	\$16.000	2	0	0	\$55.00	<input type="checkbox"/>	<input type="checkbox"/>
32811	BANQ-90X156 CHAMP	\$18.000	2	0	0	\$60.00	<input type="checkbox"/>	<input type="checkbox"/>
32812	BANQ-90X156 WHITE	\$18.000	2	0	0	\$60.00	<input type="checkbox"/>	<input type="checkbox"/>
32813	BANQ-90X156 BLACK	\$18.000	2	0	0	\$60.00	<input type="checkbox"/>	<input type="checkbox"/>
31847	TC-BLACK 72X72	\$1.250	2	0	0	\$18.00	<input type="checkbox"/>	<input type="checkbox"/>
31020	TC-WHITE 72X72	\$1.250	2	0	0	\$18.00	<input type="checkbox"/>	<input type="checkbox"/>
31024	TC-CHAMPAGNE 72X72	\$1.350	2	0	0	\$18.00	<input type="checkbox"/>	<input type="checkbox"/>
31979	TC-COLOR 72	\$1.500	2	0	0	\$18.00	<input type="checkbox"/>	<input type="checkbox"/>
99992	48 HOUR CHARGE	\$15.000	6	0	0	\$0.00	<input type="checkbox"/>	<input type="checkbox"/>

Miscellaneous Notes