



STATE OF MISSISSIPPI

LAUNDRY AND LINEN RENTAL SERVICES CONTRACT

**CONTRACT NO. – 8200055897
CONTRACT SMART NO.1130-20-C-SWCT-00428-V002
(Extension No. 3)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION OFFICE OF
PURCHASING, TRAVEL AND FLEET MANAGEMENT
701 WOOLFOLK BUILDING, SUITE A
501 NORTH WEST STREET
JACKSON, MISSISSIPPI 39201**

LAUNDRY AND LINEN RENTAL SERVICES
SUPPLIER: WESTPORT LINEN SERVICES, LLC
SUPPLIER NUMBER: 3102086339
CONTRACT NUMBER: 8200055897
CONTRACT SMART NUMBER: 1130-20-C-SWCT-00428-V002

EFFECTIVE DATES: March 1, 2020 through February 28, 2021

EXTENDED DATES: March 1, 2021 through February 28, 2022

EXTENDED DATES: March 1, 2022 through February 28, 2023

EXTENDED DATES: March 1, 2023 through February 29, 2024

1. AUTHORITY

- 1.1 This certifies that a contract has been executed between the Office of Purchasing and Travel, an Office of the Department of Finance and Administration for the State of Mississippi and the herein designated contractor or contractors pursuant to Section 31-7-7, Mississippi Code of 1972, Annotated, for the commodities specified herein.

2. APPLICATION

- 2.1 All rental and services made by state agencies for commodities included under the provisions of these contracts shall be purchased under the terms of these contracts unless exempt by special authorization from the Office of Purchasing and Travel.

Under the provisions of Section 31-7-7 Mississippi Code of 1972, Annotated, the prices offered herein may be extended to the governing authorities. However, the governing authorities, by provisions of Section 31-7-12, Mississippi Code, may purchase commodities covered by state contracts from any source offering an identical commodity at a price that does not exceed the state contract price.

Commodities rented under provisions of these contracts from the awarded contractor or contractors or authorized distributors shall be exempt from competitive bid requirements otherwise applying to purchases by state agencies and governing authorities. Applicable purchase orders issued by state agencies, regardless of the total amount, do not require further approval by this office.

The term, governing authorities, shall be defined as to mean boards of supervisors, governing boards of all school districts, all boards of directors of public water supply district, boards of directors of master public water supply districts, municipal public utility commissions, governing authorities of all municipalities, port authorities, commissioner and boards of trustees of any public hospitals and any political subdivision of the state supported wholly or in part by public funds of the state or political subdivisions thereof.

3. RESTRICTION

- 3.1 Commodities not specifically listed herein may not be purchased under the provisions of these contracts. It shall be understood that these contracts supersede all other contractual agreements applicable to the commodities covered herein.

4. TRANSPORTATION

- 4.1 Minimum Order Quantity: State agencies purchasing less than \$100 will not be required to buy from the state contract vendor. Vendors may honor the price for orders of less than \$100.
- 4.2 Freight F.O.B. Agencies and Governing Authorities: All quotations shall be f.o.b. destination except as noted below. The term f.o.b. destination shall mean delivered inside any state agency and when applicable, any local government agency within the State of Mississippi, with all charges for transportation and unloading paid by the contractor.

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- 4.3 Delivery Time: Delivery is to be accomplished within ten (10) days after receipt of order. If adverse conditions exist, the time frame could be modified slightly as circumstances warrant.
- 4.4 Special Delivery: Orders may be placed that require special handling that incur extra charges. Examples of special delivery are delivery to a P. O. located within the State of Mississippi, or delivery by special carrier; for example, air freight. When such orders are incurred, the contractor shall prepay and may enter the charges that are in excess of normal charges on the invoice as a separate item for payment by the ordering agency. A copy of these charges must accompany the invoice.

5. OTHER INFORMATION

Westport Linen Services; hereinafter referred to as the Contractor will perform rental of laundry and linen services upon request of the Agency in fulfillment of the purposes of this contract.

- 5.1 The Contractor will coordinate all communications with the State Agency or Governing Authority.

The Contractor shall furnish all labor, materials, supplies, equipment, tools, skills, and supervision necessary for the completion of all laundry and linen services specified. The Contractor shall furnish an initial inventory of new, clean, and sanitized items equal to the amounts required by the Agency for the initial delivery. Subsequent deliveries shall be based on actual usage or as determined by the Agency. Rentals of professional laundry and linen, include, but are not limited to, sorting, washing, sanitizing, tumbling (drying), starching, ironing (pressing), folding, mending, marking, bundling, and delivery.

The Contractor shall furnish all equipment necessary to perform these requirements. If carts are necessary, the cart casters shall be the non-marking type. The equipment and materials provided by the Contractor (laundry carts, soiled linen bags, linens, etc.) shall remain the property of the Contractor. The Agency will take reasonable precautions that the Contractor's equipment is maintained and utilized in a safe manner and shall report any breakage or damage to the Contractor's Representative immediately. The Agency shall be responsible for replacement cost on equipment on a prorated basis as determined by age and initial purchase cost when said damage or loss occurs while items are in Agency's custody. Documentation of initial purchase cost shall be provided to the Agency upon request. The Contractor shall bear the burden of proof that such loss or damage did occur while said items were in the Agency's custody. Any requests for claimed additional loss by the Contractor shall be required to include proof to the satisfaction of the Agency that the loss did occur. All linen claimed to have been lost, stolen, or maliciously damaged will be billed separately and include all supporting documentation as required by the Agency. Any requests for claimed additional loss by the Contractor shall require written proof to the satisfaction of the Agency that the loss did occur.

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Routine replacements will be automatic in cases of normal wear and tear at no additional cost to the Agency. The Contractor is responsible for damages to linen other than normal wear and tear. The Contractor will replace, at the Contractor's own cost, state owned articles that are damaged, lost, or destroyed while in the Contractor's possession. Items that are beyond cleaning should be separated out and, after securing permission from the appropriate Agency Representative, may be disposed of by the Contractor. The Contractor shall provide a complete itemized list(s) to the Agency Representative of all items prior to disposal.

All rentals of laundry and linen must be performed at the Agency's convenience so as not to interrupt its normal operations. Rental may be provided at a large range of facilities. Agency may have more than one location in different regions of the State. Most agencies operate on a Monday – Friday, 8:00 AM (CST) to 5:00 PM (CST) business hours schedule. Some agencies may require ad hoc pickup and delivery. Contractor personnel may be required to sign-in and sign-out at state facilities. Security provisions for all state facilities must be strictly observed. All Contractor personnel must be uniformed or have visible identification at all times. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities. The Contractor is advised that for all state facilities, Contractor personnel shall strictly abide by all state policies and procedures at all times. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.

Agency may have additional minimum requirements, including specific certifications, licenses, designations, and/or trainings pertinent to the Agency operations. Examples include, but are not limited to, the following: valid Mississippi driver's license; successful drug test passage; and completion of specialized training (i.e. Healthcare Laundry Accreditation Council (HLAC) accredited, Joint Commission on Accreditation of Healthcare Organizations (JCAHO) Medical Laundry accredited, Occupational Safety and Health Administration (OSHA) Medical Laundry accredited, etc.). If required, the Contractor must provide copies of the certifications, licenses, designations, etc. to the Agency. All certifications and licenses should be current and maintained in accordance with the contract.

All laundry and linen rentals must equal or exceed the specifications listed. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality equipment and workmanship are to be used.

5.2 The Contractor shall, with respect to all on-site laundry and linen rentals provided to the Agency:

- a. Assign a Contractor Account Representative to work directly with the Agency Representative.
- b. Provide adequate, regular, timely, and clean supply of linens that meet the Contracting Agencies specifications and that are in good repair and meeting acceptable health standards. The clean linens should be free of lint, objectionable odors, mildew, grease, paint, or other significant stains. The linens should be in good usable condition, not worn thin or torn, and without

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markings of any kind. The Contractor agrees to take measures to prevent the delivery of such unusable or unacceptable items. However, when erroneously delivered, the Contractor agrees to issue a credit for such items that are stained or unusable in the Agency's opinion.

- c. Process 100% of the laundry, linen, and clothing picked up in accordance with customary and reasonable industry standards and deliver as agreed.
- The Contractor will be solely responsible for determining the means and methods for performing the laundry services. However, the Contractor will perform these services in accordance with customary and reasonable industry standards, such as, but not limited to JCAHO, OSHA, etc.
 - The Contractor shall launder all Agency linens separately from other clients' laundry.
 - The Contractor shall wash separately all cleaning rags from other terry cloth items.
 - Soiled laundry and linen containing contaminated items shall be tagged and/or identified as agreed by the Contractor and the Agency. All contaminated laundry and linen shall be processed separately.
 - White fabric should be bright white, pleasing to the eye, and free of yellow or gray tints or other unsightly appearance.
 - Items which fail to meet Agency standards shall be re-washed, dried, and finished in accordance with acceptable commercial and/or health standards or better at no additional cost to the Agency.
 - Clean linen items shall be bundled according to the Agency specifications. Bundles shall be securely wrapped and sealed to eliminate dirt and dust filtration. Bundles shall be of a size easily lifted and transported.
- d. Provide delivery and pickup of laundry and linen rentals as needed and/or scheduled by the Agency.
- The Contractor and Agency shall develop a schedule of service. Failure to maintain the schedule without concurrence of the Agency shall be considered a service deficiency. Failure to deliver may be considered default. Delivery and pickup days and times may be changed to meet the Agency needs when mutually agreed upon by both parties. The Contractor shall coordinate with the Agency to schedule service times and dates. Upon agreement, the Contractor will supply each Agency with a yearly schedule as to when pickups and deliveries will occur, if required by the Agency. Quantity of pickups, container sizes, and schedule may be adjusted at any time by the Agency to better compliment the Agency's requirements.
 - The Contractor shall ensure all delivery and pickup of laundry and linen rentals are conducted during the hours specified by the Agency, usually 8:00 AM (CST) to 5:00 PM

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(CST). No delivery or pick-up service shall be conducted outside of these hours without the express written approval of the Agency, documented by the appropriate Agency Representative. Pickup of soiled linen will be in accordance with Agency requirements. Agency staff will collect soiled linen and will have it at the pickup point. The Contractor shall be responsible for movement of soiled linen from the pickup point to the vehicle. The Contractor shall also be responsible for the movement of clean linen from the delivery vehicle to the designated delivery point.

- Orders for clean linen shall be submitted to the Contractor a minimum of two business days prior to the scheduled delivery.
 - Receipt of clean linen deliveries shall require written acknowledgement of the Agency Representative.
 - In the event of an incomplete linen delivery, the Contractor shall have those shortages delivered on the next business day unless otherwise specified and agreed upon in writing by the Agency. The Contractor shall notify the Agency within two hours of knowledge it will not be able to fulfill a scheduled service appointment. The Contractor agrees to complete the scheduled service within 24 hours of a missed appointment, unless otherwise specified and agreed upon in writing by the Agency.
 - If a regular or shortage delivery is needed on a holiday observed by the Contractor, the delivery shall be made prior to or on the holiday, if required by the Agency. The Contractor will adjust laundry and linen rentals for holidays and furloughs and notify each Agency regarding adjustments and next service dates.
 - Emergency/unscheduled requirements for linen shall be delivered by the Contractor within 24 hours of notification by the Agency. The Contractor must ensure all laundry and linen rentals are provided during the times specified by the Agency. Occasionally, the Agency may have an unexpected service need. In these situations, the Contractor agrees to complete the ad hoc service request within two business days upon notification from the Agency unless otherwise specified and agreed upon in writing by the Agency.
 - Soiled linen shall be bagged and placed in a laundry cart when available. Carts that contained soiled linen shall be cleaned by the Contractor with a disinfecting agent prior to being used for clean linen.
- e. Agree to use no linens or other items covered under this agreement which are stamped with a name, logo, and print of another customer, and/or stained, torn, or of a generally worn and abused appearance.
- f. Reimburse the Agency or credit the refunded amount to the Agency's account when the Agency must refund fees due to inferior or nonconforming linens.

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- g. Maintain inventory levels. The Agency reserves the right to make adjustments to the inventory levels as the need occurs. The delivery person shall present items to the Agency Representative for acceptance and signature. The Contractor shall invoice the Agency at the time of delivery for the actual pieces of clean linen delivered to the Agency. Known shortages, if any, shall be credited on the invoice at the time of delivery. Since it is not always practical to count each piece of linen in each bundle at the time of delivery, any undetected overages or shortages shall be charged or credited on the next invoice. The linen shall be counted by the appropriate Agency Representative at the time it is unloaded for delivery. The Agency will advise the Contractor of any discrepancies and discuss adjustments to the invoice within ten business days.
- h. Provide linen that meets the following minimum specifications:
- All linens shall be white in color and shall not contain any logos, emblems, or prints.
 - All sheets and pillow cases shall be white percale and have a minimum of 180 thread count and a minimum cotton content of 50 percent.
 - All bath towels and wash cloths shall be terry and have a minimum cotton content of 50 percent.
 - Thermal blankets shall be cotton or cotton blend.
 - Adult bibs shall have Velcro closures and be 85 percent cotton and 15 percent polyester.
 - Pertinent size, and dimensions are listed below:

Item Description
Bath Towel (20" x 40" min; 22" x 44" max)
Wash Cloth (12" x 12" min; 13" x 13" max)
Pillow Case (20" x 30" min; 42" x 34" max)
Twin Sheet – Flat (66" x 104" min; 66" x 115" max)
Twin Sheet – Contour/Fitted (38" x 75" x 6" min; 39" x 88" x 9" max)
Thermal Blanket (Twin Size)
Ad Hoc Item Description
Bedspread (Twin Size)
Rug, rubber with carpet (3' x 5')
Rug, rubber with carpet (4' x 6')
Dust Mop 24"
Dust Mop 48"
Mattress Pads
Bed/Incontinent Pad (34" x 36")
Clothing Protector (17" x 38")
Washable Brief
Adult Bib (18" x 30")
Laundry Bag

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- i. Warrant that the laundry and cleaning facilities are capable of finishing all submitted articles to acceptable commercial and/or health standards or better, and that said performance standards shall be maintained throughout the entire period. Services shall be performed to maximize the life expectancy of the linen.
- j. Be responsible for any damage to the building, interior, or their approaches in delivering and/or picking up of equipment, laundry, linen, or clothing and shall be held responsible for replacing or repairing any damage due to negligence on the part of the Contractor or Contractor personnel to any person(s) and/or property. The Contractor shall replace and repair any damage to any building or property, including but not limited to the replacement of any cracked or broken concrete (sidewalks, curbs, etc.) caused by on-site activities.
- k. Agency may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property.
- l. Operate and maintain vehicle(s) in accordance with all applicable laws and regulation of the State of Mississippi and those established by the Agency at the Contractor's expense. The Contractor will use the Contractor's own vehicles or a carrier to transport to and from the designated delivery or pickup point. The Agency is not responsible for pickup or delivery of linens.
- m. File all claims against the third party carrier(s), if applicable, for damages incurred to items from the point of origin to the ultimate destination. The Agency will not accept or pay for damaged goods. The Agency will provide the Contractor with written notice when damaged goods are received. The Agency will deduct the cost of the damaged goods from the invoice prior to payment. The Contractor must file all claims against the third party carrier(s) for reimbursement.
- n. Abide by all State and/or agency policies, procedures, ordinances, and/or laws pertaining to the Agency's operation at all times, including but not limited to the items listed below. Deviations from these policies by the Contractor or its personnel will not be tolerated and will be considered grounds for contract termination.
 - All state facilities are non-smoking; the Contractor and its personnel must adhere to this requirement. The use of tobacco products is prohibited, except within designated smoking areas.
 - It is illegal to have in one's possession any illegal drug or alcoholic beverage while on state property.
 - The Contractor's employees should refrain from using foul, abusive, or profane language on state property.

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- The Agency reserves the right to inspect and search all Contractor personnel and/or vehicles anytime while on facility grounds.
 - Contractors are required to sign-in and sign-out at most state facilities. Security provisions for all state facilities must be strictly observed.
- o. Ensure all Contractor personnel are well-groomed and in uniform or have visible identification at all times. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms with visible company logo appropriately and easily identifiable. Contractor identification badges as well as personal identification of the individual employee shall be worn and clearly visible while on state property. Contractor personnel may be required to provide photographic identification for inspection upon entering state facilities.
- p. Perform all services provided in the contract between the Contractor and the Agency in accordance with customary and reasonable industry standards as well as in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods and procedures of all government boards, bureaus, offices, and other agents. The Contractor shall be responsible for the complete performance of all work; for the methods, means, and equipment used; and for furnishing all materials, tools, apparatus, and property of every description used in connection therewith. No statement within this IFB shall negate compliance with any applicable governing regulation. The absence of detail specifications or the omission of detail description shall be recognized as meaning that only the best commercial practices are to prevail and that only first quality materials and workmanship are to be used.
- 5.3 Warranty: All commodities rented under the terms of this bid shall perform properly when used in the manner intended. Any commodity failing to meet this performance requirement will be replaced by the vendor at no cost to the using agency. The vendor must prove the commodity to be not at fault to subdue any claims under this section. Agencies encountering problems with any commodity rented under the terms of this contract should first contact the vendor to solve the problems. If problems persist or a satisfactory answer is not received, the agency should submit documentation to the Office of Purchasing and Travel.
- 5.4 Commodity Not Listed: If the commodity required by an agency is not listed in this contract, then the agency should follow statutory purchasing procedures to obtain the required items.
- 5.5 Contract Format: OPTFM has listed a state contract number and a state contract *smart* number. The contract number is an automatically generated number. The smart number is a more unique identifier that lists OPTFM's agency's number, contract year and shows agencies that it is a statewide contract. Either number can be used by agencies to search for this contract in the State's e-procurement system.

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- 5.6 Description Format: The description format begins with the description information followed by the manufacturer brand and product number.
- 5.7 Procurement Card: Vendors awarded commodities on the Laundry and Linen Rental Services contracts will accept the procurement card for rental of contract items.

6. ORDERING

- 6.1 Purchase Order Information: In writing the purchase order it will be necessary that you include the following information referencing the product.
 - A. Contract Number
 - B. Effective Dates
 - C. Item Name
 - D. Item Number
 - E. Quantity
 - F. Unit Price (each, per case, per gal., per lb., etc.)
 - G. Total Price

7. CONTRACT ADMINISTRATION

- 7.1 Questions or problems arising from these contracts or subsequent order and delivery procedures should be directed to the Office of Purchasing and Travel, 701 Woolfolk Building, Suite A, 501 North West Street, Jackson, MS 39201; Phone: 601-359-3409.
- 7.2 Invoices and Payments: After merchandise has been received and invoices submitted to the using agency, it shall be the responsibility of the using agency to make payment. Any questions concerning payment should be addressed to the user agency listed in the "Invoice To" section of the Purchase Order.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

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Contractor Identification

Supplier Name: Westport Linen Services, LLC

Supplier Number: 3102086339

Payment Terms: Net 45 Days

Contract Notes: **Orders:**
Westport Linen Services, LLC-Greenville, MS
ATTN: La'Monica Hackler
356 N Broadway Street
Greenville, MS 38701
Email: customerservicegv@westportlinen.net
Telephone: (662) 334-4505
Fax: (662) 334-9879

Westport Linen Services, LLC-New Orleans, LA
ATTN: Brenda Saladino
7639 Townsend Place
New Orleans, LA 70126
Email: bsaladino@westportlinen.net
Telephone: (504) 242-6254
Fax: (504) 243-0078

Payments:
Westport Linen Services, LLC
ATTN: Julie Thurman
510 Kornmeyer Plaza Drive
Baton Rouge, LA 70806
Email: jthurman@westportlinen.net
Telephone: (225) 218-8878

Delivery Terms: Free On Board Destination

Delivery Notes: All Deliveries must be made within 10 days
After Receipt of Order (ARO)

Contract Administrator: Westport Linen Services, LLC
Jennifer Elsensohn
510 Kornmeyer Plaza Drive
Baton Rouge, LA 70126
Email: jelsensohn@westernlinen.net
Telephone: (504) 242-6254
Fax: (504) 243-0078