

The following purchase order is agency specific. For piggy-backing opportunities you must contact the buyer.



KingCounty

**Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services**

CNK-ES-0340 206-263-9400 Ph
3rd Floor 206-296-7676 Fax
401 5th Avenue TTY Relay: 771
SEATTLE, WA 98104 www.kingcounty.gov

SHIP TO:
KC DOT METRO LIGHT RAIL FACILITY
3407 AIRPORT WY S, MLR-TR-0100
SEATTLE, WA 98134

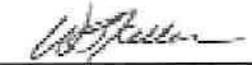
CONTRACTOR:
ARAMARK UNIFORM SERVICES
7810 S 228TH ST

KENT, WA 98032 United States
Fax: (800) 3949850

BILL TO:
KC DES FBOD ACCOUNTS PAYABLE
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

CONTRACT		
CONTRACT NO. 5668140	REVISION 0	PAGE 1 of 1
CREATION DATE 25-MAR-2014	BUYER LINDA MCKINLY	
DATE OF REVISION	BUYER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
2977	NET30DAYS	Paid	DESTINATION	Seller Chooses	SANDY HILL Telephone: (800) 873-7041

DESCRIPTION
<div style="text-align: right; margin-right: 50px;">  _____ Authorized Signature </div>

Invitation to Bid



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADVERTISED DATE: JANUARY 23, 2014

Invitation to Bid (ITB) Title: Uniform/Linen Rental, Floor Mat Rental and Laundry Services - King County Link Light Rail

ITB Number: 1010-14-LSM

Due Date: February 18, 2014 - 2:00 p.m.

Buyer: Linda McKinly, linda.mckinly@kingcounty.gov, 206-263-9701

Alternate Buyer: Victoria Nakamichi, vicki.nakamichi@kingcounty.gov, 206-263-9299

Furnish uniform, linen and floor mat rental and laundry service as requested by King County Link Light Rail personnel in accordance with the attached instructions, requirements and specifications.

TOTAL BID PRICE: \$ 204,687.60

PRE-BID CONFERENCE

Date: January 30th, 2014

Time: 10:00 am

Location:

King County - Chinook Bldg.
3rd Floor, Room 328
401 5th Avenue
Seattle, WA 98104

Sealed Bids are hereby solicited and will only be received by:
King County Procurement Services Section
Chinook Building, 3rd Floor
401 Fifth Avenue
Seattle, WA 98104
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that all Addenda have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Aramark Uniform Services

Address

7810 S 228th Street

City/State /Postal Code

Kent WA 98032

Signature

Print name and title

Chad Peterson General Manager

Email

chad.peterson@uniform.aramark.com

Phone

425-761-2034

Fax

206-394-9850

SCS/DBE Certification Number

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 1 Instruction to Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

1.2 Bid Submittal Procedure

The **original and three (3) copies** of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.3 Electronic Commerce and Correspondence

King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.kingcounty.gov/procurement>. Current bidding opportunities and information are available by accessing the "Solicitations" tab in the left hand column.

King County Procurement Services features an Online Vendor Registration (OVR) program that permits vendors, consultants and contractors to register their business with the County. This OVR system allows interested parties to either directly register their firm by creating a unique User ID, or to visit the website as a guest. Information regarding bid documents will be available to all users; however, site visitors accessing the site as a guest will not be able to document their interest in a project or add their name to the document holder's list. They will receive no automatic notification of issued addenda. As such, the County encourages full

registration in order to directly communicate with document holders regarding any issued addenda or other important information concerning the solicitation.

After submittals have been opened in public, the County will post a listing of the businesses submitting proposals, and later, any final award determination.

Full information on vendor registration is available at the website.

1.4 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.12 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.13 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.14 Bid Effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures are available at <http://www.kingcounty.gov/procurement/faq>, Suppliers web page.

SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Contractors and Suppliers (SCS).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less the twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider the ability, capacity and skill to perform the Contract or provide the service required (inspection of the bidder's facility may be required prior to award); the character, integrity, reputation, judgment and efficiency; financial resources to perform the Contract properly and within the times specified; the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims; compliance with federal, state and local laws and ordinances relating to public contracts; other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Contractors and Suppliers (SCS) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SCS firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program, or becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.kingcounty.gov/BDCC> or contacting the Program office at 206-263-9734.

2.5 Substitutions

When specific brands, materials, design, style or size are named, such specifications may be construed to be shown solely for the purpose of indicating the standard of quality, performance or intended use.

Where indicated, brands of equal quality, performance and use may be considered by the county, provided the bidder submits with their bid the brand, model, product number and other data necessary for comparison. The county retains the sole right to accept or reject substitutions.

2.6 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- Equal Benefit Worksheet and Declaration Form
- Internal Revenue Service Form W-9*
- **Certificate of Insurance and Endorsement** * – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

*If not on file with the County

2.7 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.-

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.8 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid.

The Bidder shall promptly provide all cost or pricing data, documentation and explanation

requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.9 Public Disclosure of Bids

This Contract shall be considered a public document and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to King County under this Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the Act. If the County determines that the material is subject to disclosure, the County will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the County will release the portions of record(s) deemed by the County to be subject to disclosure. King County shall not be liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.10 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to approval of replacements for discontinued items, add items of like function, or similar in nature or purpose to the originally listed products; the provision of ancillary services in response to minor changes in County needs; extend the contract to include optional terms.

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees. The invoice must display a line showing total to be paid when discounts are available and taken.

The Contractor shall submit the properly certified invoice to the County location where the invoiced service was provided. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide

the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to

be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the goods and/or services Provided by or on behalf of the Contractor. In addition, the Contractor shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such goods and/or services: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Contractor or its Subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs

any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted

after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial, and programmatic records and such other records as may be deemed necessary by the County to ensure proper accounting for all contract funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in this section shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the State and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract.

The Contractor agrees to cooperate with County or its designee in the evaluation of the services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.56.

If the Contractor expended a total of \$500,000.00 or more in federal awards during its fiscal year, and is a non-profit organization, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted in accordance with OMB Circular A-133, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Government Audit Standards and OMB Circular A-133,

as amended and as applicable. Contractors expending federal awards from more than one source shall be responsible for determining if the combined financial awards are equal to or greater than \$500,000.00. The Contractor shall provide one copy of the audit report to each County division providing federal awards to the Contractor no later than nine (9) months subsequent to the end of the Contractor's fiscal year.

3.15 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this Contract if agreeable to all parties. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

If the contractor agrees to extend this contract to other governmental agencies, this contract is subject to an Administrative Fee (Fee) of 1% (.01). The Fee shall be based on total sales made to each governmental agency outside of King County's Departments, Divisions and Agencies, less sales tax, freight and any credits(s). The Fee shall be paid by the contractor, payable and remitted to King County Procurement and Contract Services Section not less than twice per year, on July 31st and January 31st for the first and second half of the year sales respectively. Fees submitted shall be accompanied by a sales report, reference the contract number, and show the total sales to other governmental agencies, excluding King County. The contractor shall not invoice the Fee to any contract user.

3.16 Environmentally Preferable Product Procurement Policy

Bidders able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Bidder and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 18.20).

3.17 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have

questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-263-9061.

3.19 Nondiscrimination and Equal Employment Opportunity

- A. Nondiscrimination in Employment - During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.
- B. Equal Employment Opportunity Efforts - The Contractor will undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. The Contractor's equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.
- C. Equal Benefits To Employees With Domestic Partners - Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

When the contract is valued at \$25,000 or more, the Contractor shall complete a Worksheet and Declaration form for County review and acceptance prior to Contract execution. The EB Compliance forms, Ordinance 14823 (which is codified at KCC Chapter 12.19) and related administrative rules are incorporated herein by reference. They are also available online at <http://www.kingcounty.gov/procurement/forms>, Equal Benefits web page.

- D. Nondiscrimination in Subcontracting Practices - During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractor and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation,

disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

- E. Compliance with Laws and Regulations - The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, RCW Chapter 49.60, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. In addition, King County Code chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this contract. The Contractor shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.
- F. Small Contractors and Suppliers and Minority and Women Business Enterprises Opportunities - King County encourages the Contractor to utilize small businesses, including Small Contractors and Suppliers (SCS) and minority-owned and women-owned business enterprises certified by the Washington state Office of Minority and Women's Business Enterprises (OMWBE) in County contracts. The County encourages the Contractor to promote open competitive opportunities for small businesses, including SCS firms and minority-owned and women-owned business enterprises. Program information is available at <http://www.kingcounty.gov/bdcc>.
- G. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by contract and by applicable law.

3.20 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.21 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

3.22 Certification Regarding Debarment, Suspension and Other Responsibility Matters

If this Contract is a covered transaction for purposes of 49 CFR Part 29, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or

affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this Contract, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by King County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to King County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while performing this Contract and further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.23 Incorporation of Documents

The contract between the awarded bidder and King County shall include all documents mutually entered into at the time of contract award, specifically including the contract document, the solicitation, and the response to the solicitation. The contract must include, and be consistent with, the specifications and provisions stated in this solicitation. King County shall not be bound nor obligated to enter into or sign additional agreements and or documents other than those required by law.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately **\$125,000**. King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The term of this Contract will be **five (5) years**, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.3 Price Revisions

Prices shall remain firm for the duration of the Contract period. The Contractor may request price changes, and shall supply documentation satisfactory to King County such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). Reasonable price changes based on market conditions and price/cost analysis may be approved by King County.

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

4.4 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

4.5 Packing Slips

Each delivery to the County shall have a packing slip/invoice enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that order and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

4.6 Use Report

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

4.7 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

4.8 Warranty Remedies

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

4.9 Product Return

The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within 30 days of the County's receipt of products.

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than 2 years after the County's receipt of said goods.

The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to King County. This subsection does not apply to any merchandise made to order for the County.

4.10 Insurance Requirements

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County/Sound Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: \$1,000,000

Except for Workers Compensation, the County/Sound Transit, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

SECTION 5 Technical Specifications

5.1 Introduction of Specifications

It is the intent of these specifications to describe the minimum acceptable performance standards for furnishing Uniform, Linen, and Floor Mat Rental and Laundry Services.

The specifications are not intended to limit competition, but to ensure the quality of products received. King County shall be notified, and these specifications amended, when new industry standards are set or existing standards are superseded.

5.2 General Specifications

- A. Contractor shall have the ability to perform all requirements of the contract and shall be responsible for all labor, equipment, materials and supervision necessary for the performance of this contract.
- B. It is not the intent of King County or this solicitation document to rent any special manufactured-by-design uniform, uniform component, or any special material, color, or style or uniform item that is not commercially available.
- C. The Contractor shall, at no cost to King County Link Light Rail, provide sample garments for evaluation purposes, if requested. Samples obtained from non-selected Contractors shall be picked up within 7 calendar days after contract execution notification. Samples not picked up within 7 calendar days shall be considered abandoned, and shall become property of King County Link Light Rail who shall solely determine the disposition of said samples. Vendor samples shall be retained by King County Link Rail for continued quality and style verification during the term of the contract. Vendor shall ensure that all dye lots will match the submitted samples throughout the life of the contract.
- D. King County Link Light Rail may, during the life of the contract, negotiate the inclusion of additional uniform items not called out in the original contract.
- E. All garment colors listed are King County Link Light Rail requirements. Other similar colors may be submitted as alternates, but shall be identified in the pricing sheet. Final approval of any alternative color will be at the sole discretion of King County Link Light Rail. When multiple colors are included in the specifications, all colors are expected to be available for rental.
- F. The vendor shall have **thirty (30) days** after award to complete fitting and furnishing all current employees with new rental uniforms. These fittings shall occur at King County Link Light Rail. The vendor shall return to these King County Link Light Rail facilities as many times as is necessary to ensure that all current employees are fitted and furnished with new uniforms on schedule.
- G. King County Link Light Rail will provide written notice for uniforms for new employees after award. The vendor shall have **thirty (30) days** to fulfill these orders.
- H. The vendor shall provide a schedule for all initial uniform measurements at all facilities within **one (1) week** of award.
- I. All garments shall be new and pressed properly by the vendor before delivery to King County Link Light Rail.

- J. Manufacturer's name label shall be permanently sewn in each garment. The label(s) shall include date of issue, correct fiber content of the fabric/materials, manufacturer identification, location of manufacture/assembly, size, and care instructions. The label(s) shall be specially treated with writing finish surface.
- K. The Contractor shall obtain King County Link Light Rail's written approval prior to making a substitution for any garment for any reason, including the inability to meet delivery requirement with the contracted garment. The substituted product shall be priced the same or less than the garment specified in the vendor's proposal.
- L. If a designated garment is no longer available from the manufacturer in the style or color(s) previously approved by King County Link Light Rail, a permanent substitution shall be required. The Contractor shall give **thirty (30) days** advance notice to King County Link Light Rail in writing about pending unavailability. The vendor shall include a recommended substitution(s) description, color(s), price and any other pertinent information along with a sample garment. King County Link Light Rail reserves the right to accept or reject the vendor's recommendation.
- M. The Contractor shall appoint a single, dedicated account representative to provide a communication channel between the Contractor and King County. The Representative shall provide customer service to King County Link Light Rail for all issues related to Contractor requirements as described in this document. A toll free telephone number for the Account representative shall be provided if located outside the County's calling area. The Contractor shall immediately notify the King County Procurement Services Section buyer, in writing, of any changes to the account representative.
- N. Contractor Requirements
 - Possess demonstrated, successful experience in the management and operation of a commercial or industrial uniform/laundry business,
 - Have actually engaged in providing these services to commercial, governmental or industrial accounts,
 - Have been under contract to provide rental of a wide variety of work and dress uniforms;
 - Have been under contract to provide laundry and dry cleaning services.
 - Has demonstrated the capacity to provide weekly pickup and delivery to King County Link Rail and Streetcar Facilities.

NOTE: Frequent late deliveries and/or inadequate stock levels shall constitute grounds for contract cancellation. In no instance shall the delivery of any item exceed thirty (30) days of order.

5.3 Garment Sizing

- A. The contractor shall be capable of fitting all employees, including those requiring specially sized garments, for example, a range of X-Small, X-Large and Tall sizes.
- B. The contractor shall provide suitable garments to properly fit all employees that may fall outside of the realm of sizes considered common. The price of these special-sized garments will be negotiated in good faith on a case by case basis.
- C. Contractors shall indicate on the price sheet the common sizes of each proposed garment and the non-common sizes.

- D. Uniform elements that are cut differently for women and men shall be identical in style, fabric, etc.
- E. The contractor shall provide suitable and appropriate limited time substitution garments for maternity or other limited time size change situations.
- F. As requested by the King County Link Light Rail delegate, the contractor shall exchange long sleeve shirts for short sleeve shirts for specified employees and vice versa as required.
- G. The fee to exchange uniform sizes or sleeve length shall be limited to the contract set up charge for the specific uniform element set.
- H. Qualified and trained sizing and alteration experts shall be provided by the contractor to do all fittings on site at King County Link Light Rail. The fitting fee shall be a one - time charge per employee to establish the employee's appropriate garment sizes. The contractor may charge the contract fitting fee for re-fitting a current employee at King County Link Light Rail request.
- I. The contractor shall properly fit all employees with required uniform elements to the satisfaction of King County Link Light Rail. If the contractor is unable to properly fit an employee with ready to wear clothing, the contractor shall make the necessary alterations to uniform elements to ensure a proper fit at no additional cost to King County Link Light Rail.
- J. If an employee's uniform does not fit to the satisfaction of King County Link Light Rail, the fitting fee and set-up charge shall be withheld without penalty, and no weekly rental shall accrue until a satisfactory fit is achieved. Repeated delivery of improperly fitting uniforms will be considered a breach of contract by the contractor.
- K. The contractor shall arrange to measure new employees within **seven (7) days** of being notified in writing by King County Link Light Rail.
- L. All personnel shall be fitted with care to insure proper sizing and first class appearance.
- M. When exchanges between long and short sleeves or exchanges due to employee size change, the contractor may charge the initial set-up fee for each item set.

5.4 Embroidery

- A. Embroidered names shall be sewn on shirts, sweaters, fleece vests, blazers, parkas, coveralls, safety vest and overalls above the right breast pocket. If patches are used to apply embroidered names, the patches must be the same size, color and style.
- B. Embroidered Sound Transit logos shall be sewn above the left breast pocket. If patches are to be used for the logo, they must be the same size, color and style.
- C. Embroidered titles shall be sewn above the right breast pocket on dress shirts, blazers and parkas, unless otherwise requested.
- D. King County Link Light Rail shall furnish employees' names and titles (if applicable) for embroidering onto clothing, within five days of award.
- E. The Sound Transit logo shall be embroidered in blue and gray/silver thread as closely as possible matching PMS Cool Gray 1C, PMS Cool Gray 2C and PMS 281C. Exact placement and artwork will be furnished to the selected contractor.

- F. The contractor shall embroider only King County Link Light Rail approved garments with the Sound Transit logo. At no time shall the Sound Transit logo be embroidered on garments not used by King County Link Light Rail.

5.5 Condition of Rented Uniforms for Employees

- A. All rental clothing items included in this contract shall be provided as brand new garments at award.
- B. As new employees are hired, they will be provided uniforms that are new or approved by King County Link Light Rail as like-new. King County Link Light Rail will determine in all situations if "like-new" clothing provided by the contractor meets the agency's standards.
- C. The contractor shall be responsible to furnish only King County Link Light Rail-approved current styles. They shall be first-class quality, pre-shrunk, color-fast, made of materials tested in field service for at least one year, described in brochures or catalog materials and be the branded production of a full-line manufacturer identified in proposer's response.
- D. The contractor shall replace worn items with new or like new items upon the request of King County Link Light Rail, or when normal wear has impacted the appearance or functionality of the item. If the worn item is over two years old, there will be no cost to the County for the replacement.

5.6 Inventory, Pick-Up and Delivery of Rented Uniforms

- A. Deliveries shall be made once per week to each location requiring service.
- B. At all delivery points specified by King County Link Light Rail, the vendor shall remove soiled items and deliver items cleaned in accordance with the garment label.
- C. The contractor will provide hampers for soiled linens at all facilities, and an appropriate system for clean uniforms sorted for each employee. If any hampers, lockers, shelves, racks or other uniform storage system elements are damaged, they will be replaced within **one (1) week**.
- D. The contractor shall be responsible to perform service and maintenance of goods used in the rental contract. This shall include sorting, counting, pick-up, laundering, drying, ironing, finishing, maintaining, packaging and delivery.
- E. The delivery weekday and time of day will be approved by King County Link Light Rail and will be maintained by the vendor unless prearranged and approved in writing by King County Link Light Rail.
- F. Other pick-ups and/or deliveries on alternate days may be made if pre-arranged and approved in writing by King County Link Light Rail.

5.7 Maintenance of Rented Uniforms

- A. All uniforms shall be washed in full accordance with State and Federal regulations and requirements governing commercial and industrial laundries.
- B. All uniforms shall be treated for mildew prevention.
- C. All cleaning and treatments of uniforms shall comply with industry standards and best practices.
- D. All uniforms shall be laundered using detergents or cleaners that leave the garment odor free.

- E. Uniforms that retain a residual odor after laundering will not be acceptable, and will be replaced within **twenty four (24) hours** when requested by King County Link Light Rail.
- F. All garments and items shall be delivered clean, free of unsightly stains or grease marks.
- G. Repair tags shall be provided to each location at the start up of the contract and as needed throughout the term of the contract.
- H. Any uniform tagged for repairs shall be returned in a repaired condition or shall be replaced within **one (1) week** (next delivery) at no cost to King County Link Light Rail. A log or record of the uniforms requiring repair must be filled out and maintained on site by the delivery driver. Upon return of the repaired item, the log or record must be updated showing return or replacement of item that was removed for repair.
- I. All replacement uniforms shall be with new or King County Link Light Rail approved like-new uniforms.
- J. Delivery of damaged items at an unacceptable frequency and not corrected by the contractor shall be grounds for considering the contractor in default, and at King County Link Light Rail Transits option, sufficient cause for termination of the contract.
- K. During the contract duration, employees are to be furnished good, serviceable garments, free from rips, tears, lost or broken buttons, patches, defective fasteners and soils.
- L. The vendor shall maintain a continuing inspection and repair program to insure the prompt replacement of missing or broken fastening items, repair of snags, tears, wear, seam defects, pocket liners, and other problems.
- M. The contractor shall inspect, prior to delivery that each uniform is not in disrepair.
- N. If the contractor finds that the garment has one of said defects, the vendor shall repair prior to the delivery to King Link Light Rail, at no cost to King County Link Light Rail.
- O. If such repair affects the external appearance of the garment, it shall be replaced with a new or like-new garment.
- P. Uniforms shall have final pressing that is steamer or steam cabinet finish or equal when delivered.
- Q. The contractor shall be solely responsible for the compatibility of the garment or item, material furnished and the laundry or dry cleaning formula, the drying, and handling and delivery methods employed by vendor's plant.
- R. The decision to replace garments in question will be made by the designated King County Link Light Rail designee and that decision shall be final.
- S. The employee name or identification number shall be shown by marking or by label on each piece assigned. This marking or label shall not be externally visible or on the exterior surface of a piece assigned.

5.8 Flame Resistant Rented Uniforms

- A. Garments are required to be flame resistant, constructed from flame resistant material and components, resistant from ignition and continuous burning when removed from ignition source.
- B. Garments shall meet flame resistance requirements of NFPA 70E (2000 edition), ASTM F-1506-01, and are acceptable under OSHA Final Rule 1910.269.

- C. Flame resistant uniforms will only be laundered with other flame-resistant garments (no shop rags and other non-flame-resistant objects and materials).
- D. Flame-resistant clothing shall be replaced at no additional charge with new uniforms yearly to maintain integrity of garments' flame-resistance.

5.9 Floor Mats and Shop Towels

- A. Vendor shall provide a rack or other approved system for storage of clean shop towels.
- B. Cloth shop towel inventory will be monitored and recorded on check-in/check-out inventory system.
- C. The vendor shall pick up all soiled shop towels and replace with clean shop towels once a week.
- D. The vendor shall provide fire-proof containers for soiled towels, sufficient to hold **one hundred fifty (150) shop towels** per week, per facility.
- E. The vendor shall pick-up all floor mats and replace with clean floor mats once a week.
- F. The vendor shall pick up and replace floor mats/oil soaker mats at designated locations.

5.10 Administration and Billing

- A. Billing by the vendor for King County Link Light Rail's uniform/linen and floor mat rental service will be made on a weekly basis or in multiples of a weekly service period and delivered to the responsible party designated by King County Link Light Rail for verification and approval each month.
- B. King County Link Light Rail is only responsible for the cost of replacing uniform elements if the replacement is necessary due to loss or negligence by King County Link Light Rail.
- C. Billings for lost or excessively damaged items shall not be included on the same invoice with charges for regular services, but shall be submitted on a separate billing and identify the department name or number involved in the change, number of items and charge per item(s) due the vendor.
- D. Billing for re-fitting and uniform element exchanges shall be invoiced as separate line items identifying the name of the employee(s).
- E. Uniform elements replaced due to normal wear or annual exchange of flame resistant uniforms shall not be charged a setup fee.

5.11 Pick-up, Delivery and Fitting Locations

King County Link Light Rail
3407 Airport Way South
Seattle, WA 98134

5.12 Uniform Specifications

The items listed and described below are guidelines. King County Link Light Rail seeks items as close as possible to these descriptions.

A. Trousers, dress, women's and men's

- 1. Color:
 - a. Navy Blue.

2. Sizes:
 - a. Men's: 28 to 54 in regular rise, 28 to 40 in short rise, and 32 to 42 in long rise.
 - b. Women's: Up to size 24.
3. Contractor will provide custom hem to exact length.
4. Materials:
 - a. 7.7 oz. 65% Polyester/35% Cotton Twill, permanent press.
 - b. 100% cotton, permanent press.
 - c. Wool blend.
 - d. All sewing shall be done with matching colorfast thread. All thread shall be polyester or monofilament polyester.
 - e. Thread count: Warp 85, fill 50, colorfast.
5. Specifics
 - a. Flat or pleated front. If pleated, double pleated straight leg style.
 - b. French fly with sturdy solid brass zipper. Extended fly lining.
 - c. Fully lined with button waist closure.
 - d. Tapered seat seams with lined crotch. Minimum 1.5" outlet in seat seam. Seat seams are stitched with a double-needle tandem stitch.
 - e. Two front and two back pockets – top and bottom and left to right bar tacked for extra strength. Pockets made of permanent press dress drill with minimum polyester content of 50%, color pocketing shall harmonize with color of pants.
 - f. Minimum of seven belt loops, sewn onto waist band, wide enough to accommodate 2-1/4" belts.
 - g. No cuffs.
 - h. All seams surged and finished. All fabric edges are overstitched, serged or chemically sealed. All points of stress shall be bar tacked with particular attention to loops and pockets.
 - i. Thread and zippers shall be capable of withstanding a minimum of 100 washings.
 - j. Trousers shall be manufactured to allow for ample room for waist or length alterations.
 - k. Machine-washable.
 - l. Shrinkage not to exceed 2%.

B. Trousers, maintenance, women's and men's

1. Color:
 - a. Navy Blue.
2. Sizes:
 - a. Men's: 28 to 54 in regular rise, 28 to 40 in short rise, and 32 to 42 in long rise.

- b. Women's: Up to size 24.
- 3. Materials:
 - a. 8 oz. 65% polyester/35% cotton twill.
- 4. Specifics
 - a. Stain-resistant.
 - b. Reinforced seams.
 - c. Durable-press finish.
 - d. Double-needle stitched pockets.
 - e. Button closure.
 - f. Bartack stitching.
 - g. Button-closed back pocket.
 - h. Two extra-deep front slash pockets.
 - i. Finished hems blind-stitched.
 - j. Heavy-duty solid brass zipper.
 - k. Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
 - l. Lined waistband.
 - m. Over-edged seams

C. Trousers, maintenance, women's and men's, flame resistant

- 1. Color:
 - a. Navy Blue.
- 2. Sizes:
 - a. Men's: 28 to 54 in regular rise, 28 to 40 in short rise, and 32 to 42 in long rise.
 - b. Women's: Up to size 24.
 - c. Contractor will provide custom hem to exact length.
- 3. Materials:
 - a. 9 oz. 88% cotton/35% nylon and 9 oz. cotton twill.
- 4. Specifics
 - a. Protection: Arc Rating: 12.4 ATPV.
 - b. Shall meet NFPA 70E Hazard Risk Category 2.
 - c. Two front set-in pockets and two rear pockets.
 - d. Fully cut, flat front or pleated front.
 - e. Lined waistband.
 - f. Two slack style front pockets.
 - g. Two set-in hip pockets.
 - h. Button closure on left hip pocket.

- i. Brass zipper.
- j. These garments are required to be flame resistant, constructed from flame resistant material and components, resistant from ignition and continuous burning when removed from ignition source.
- k. Garments shall meet flame resistance requirements of NFPA 70E (2000 edition), ASTM F-1506-01, and are acceptable under OSHA Final Rule 1910.269.

D. Shirt, dress, women's and men's

- 1. Color:
 - a. White.
 - b. Blue-pin-striped.
- 2. Sizes:
 - a. Men's: Neck sizes 14 through 22 in coordinated sleeve lengths.
 - b. Women's: Bust sizes 28 to 52 in coordinated sleeve lengths.
- 3. Materials:
 - a. 60% cotton/40% polyester.
 - b. A minimum of 4.2 ounces per square yard washable.
 - c. Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings. Thread color fast polyester wrap matches shirt material.
 - d. Post-cured permanent press with soil release fabric.
- 4. Specifics:
 - a. Double-needle seams and reinforced buttons.
 - b. Collars lined and with collar stays.
 - c. Button-down collar.
 - d. From collar stand to points are to be approximately 2-7/8" in length. The point to point spread of collar is to be 1-3/4" by 1-3/4".
 - e. The stand shall fasten with one button so that there shall be a tie space of 1/2" when the collar is buttoned.
 - f. Buttonhole on collar stand is to be horizontal to withstand maximum wear and strain.
 - g. The left front shall have separate 1-1/2" placket of same material as shirt fabric extending from the collar stand to the bottom of the shirt with two rows of stitching approximately 3/4" apart.
 - h. The placket shall contain seven vertical buttonholes placed 3/4" from edge and 4" apart, center to center.
 - i. The right front facing will be approximately 1-1/4" wide.
 - j. Seven buttons shall be securely attached to the right front of shirt corresponding to the buttonholes in the left front placket.

- k. Women's shirts will be the reverse (left is right and right is left in above description).
- l. Two mitered bottom pleated breast pockets with scalloped flaps.
- m. Option of short or long sleeves or combination (employee choice).
- n. Extended tail bottoms, neatly hemmed.
- o. Cross-stitched shoulder straps.
- p. All points of stress bar tacked. Collars, shoulder straps, and flaps are double stitched.
- q. The back yoke shall be of double thickness of material.
- r. Machine-washable.
- s. Embroidered logo, employee title and name.

E. Shirt, maintenance, women's and men's

- 1. Color:
 - a. Blue/Blue Stripe.
 - b. Light blue.
- 2. Sizes:
 - a. Men's: Neck sizes 14 through 22 in coordinated sleeve lengths.
 - b. Women's: Bust sizes 28 to 52 in coordinated sleeve lengths.
- 3. Materials:
 - a. 4.2 oz, 65% cotton/35% polyester blend.
- 4. Specifics:
 - a. Bar tacks at pocket corners.
 - b. One-piece collar.
 - c. Two chest pockets with button closures.
 - d. One pocket includes pen/pencil slot.
 - e. Hidden collar-stays.
 - f. Extra-long tail.
 - g. Soil-release finish.
 - h. Long sleeve and short sleeve, season-dependent.
 - i. Embroidered logo.

F. Shirt, maintenance, women's and men's flame resistant

- 1. Color:
 - a. Light blue.
- 2. Sizes:
 - a. Men's: Neck sizes 14 through 22 in coordinated sleeve lengths.
 - b. Women's: Bust sizes 28 to 52 in coordinated sleeve lengths.
- 3. Materials:

- a. 7 oz. cotton and nylon twill, primarily cotton.
- 4. Specifics:
 - a. Long sleeve.
 - b. Protection: Arc Rating: 8.7 ATPV.
 - c. Top center placket front.
 - d. Barrel cuffs on sleeves.
 - e. Shirt tail bottom.
 - f. Single-button cuffs.
 - g. Two chest pockets with a button flap.
 - h. Collar, shoulder straps, and flaps are double stitched.
 - i. Top and bottom ply and interlining are first stitched together, turned right side out, and topstitched.
 - j. At least 6 – button placket front.
 - k. Thread color fast polyester wrap matches shirt material.
 - l. These garments are required to be flame resistant, constructed from flame resistant material and components, resistant from ignition and continuous burning when removed from ignition source.
 - m. Garments shall meet flame resistance requirements of NFPA 70E (2000 edition), ASTM F-1506-01, and are acceptable under OSHA Final Rule 1910.269.
 - n. Embroidered logo.

G. Shirt, polo, women's and men's, short-sleeved

- 1. Colors:
 - a. Teal.
 - b. Navy.
 - c. Forest Green.
- 2. Sizes:
 - a. Men's: Neck sizes 14 through 22 in coordinated sleeve lengths.
 - b. Women's: Bust sizes 28 to 52 in coordinated sleeve lengths.
- 3. Materials:
 - a. 100% cotton.
 - b. A minimum of 6 ounces per square yard pique knit.
- 4. Specifics:
 - a. Collar shall be double tacked with 3 button front placket.
 - b. Chest pocket.
 - c. Ribbed collar.
 - d. Double needle stitched at armholes, shoulders and cuffs.
 - e. Shoulder seams shall be tapered style.

- f. Short sleeve with banded sleeves.
- g. Side vents and extended tail bottom.
- h. Women's polo shirt shall have V-neck Johnny collar and rounded bottom.
- i. Embroidered logo.

H. Shirt, woven cotton, women's and men's, short-sleeved

- 1. Colors:
 - a. Teal.
 - b. Navy.
 - c. Forest Green.
- 2. Sizes:
 - a. Men's: Neck sizes 14 through 22 in coordinated sleeve lengths.
 - b. Women's: Bust sizes 28 to 52 in coordinated sleeve lengths.
- 3. Materials:
 - a. 100% cotton.
- 4. Specifics:
 - a. 55/45 cotton/poly twill wovens with stain release.
 - b. Extra stitching for strength at seams and buttons.
 - c. Double needle stitched at armholes, shoulders and cuffs.
 - d. Flat felled seam finishing.
 - e. Full back yoke and back pleat
 - f. Embroidered logo.
 - g. Machine-washable.
 - h. Six-button front closure.
 - i. Front left pocket

I. Shirt, woven cotton, women's and men's, long-sleeved

- 1. Colors:
 - a. Teal.
 - b. Navy.
 - c. Forest Green.
- 2. Sizes:
 - a. Men's: Neck sizes 14 through 22 in coordinated sleeve lengths.
 - b. Women's: Bust sizes 28 to 52 in coordinated sleeve lengths.
- 3. Materials:
 - a. 100% cotton.
- 4. Specifics:
 - a. 55/45 cotton/poly twill wovens with stain release.
 - b. Extra stitching for strength at seams and buttons.

- c. Double needle stitched at armholes, shoulders and cuffs.
- d. Flat felled seam finishing.
- e. Full back yoke and back pleat
- f. Embroidered logo.
- g. Machine-washable.
- h. Six-button front closure.
- i. Front left pocket.
- j. Two-button cuff.
- k. Button sleeve placket.

J. Shirt, turtle neck, women's and men's, long-sleeved

- 1. Colors:
 - a. Teal.
 - b. Navy.
 - c. Forest Green.
- 2. Sizes:
 - a. Men's: Neck sizes 14 through 22 in coordinated sleeve lengths.
 - b. Women's: Bust sizes 28 to 52 in coordinated sleeve lengths.
- 3. Materials:
 - a. 100% cotton.
- 4. Specifics:
 - a. Combed cotton.
 - b. Durable double-stitched neck, shoulders, bottom hem and cuffs
 - c. Machine-washable.
 - d. Embroidered logo.
 - e. Straight hem.
 - f. Ribbed cuffs.
 - g. Taped neck and shoulders.
 - h. Collar and cuffs with Lycra or Spandex.

K. Vest, fleece, women's and men's

- 1. Color:
 - a. Navy Blue.
- 2. Sizes:
 - a. 2X-Small to 6X-Large and Tall.
- 3. Materials:
 - a. 100% Polyester.
- 4. Specifics:
 - a. Hip length.

- b. No pill.
- c. Water resistant and moisture wicking.
- d. Two external zippered pockets.
- e. Full brass front zipper, concealed and oxidized to prevent rusting.
- f. Full cut.
- g. Thread and zippers shall be capable of withstanding a minimum of 100 washings.
- h. Machine-washable.
- i. Embroidered logo.

L. Sweater, women's and men's

- 1. Color:
 - a. Navy Blue.
- 2. Sizes:
 - a. 2X-Small to 6X-Large and Tall.
- 3. Materials:
 - a. Wool blend.
- 4. Specifics:
 - a. Cardigan-style.
 - b. Brass front zipper closure.
 - c. Zipper oxidized to prevent rusting.
 - d. Thread and zippers shall be capable of withstanding a minimum of 100 washings.
 - e. Long-sleeved.
 - f. Two exterior hand-warmer pockets.
 - g. Hemmed bottom.
 - h. Mock turtleneck.
 - i. Permanent shoulder straps (Velcro closure) also made of gabardine color that matches sweater.
 - j. Ribbed waist, collar and sleeve cuffs.
 - k. Machine washable.
 - l. Embroidered logo.

M. Blazer, women's and men's

- 1. Color:
 - a. Navy Blue.
- 2. Sizes:
 - a. Men's available sizes 34 to 62.
 - b. Women's available sizes 2 size 30.

3. **Materials:**
 - a. Shell: 100% wool.
 - b. Lining: 100% rayon or polyester.
4. **Specifics:**
 - a. Two or three button closure.
 - b. Single-breasted.
 - c. Four button cuffs.
 - d. Two pouch pockets with flaps.
 - e. One slit pocket on the left breast.
 - f. Two inner slit pockets on the left.
 - g. One inner slit pocket with button-tab closure on the right.
 - h. Two button front.
 - i. Lapel collar.
 - j. Back slit vent.
 - k. Fully lined.
 - l. Metal heraldic buttons.
 - m. Padded shoulder.
 - n. Embroidered logo.
 - o. Embroidered employee title and name.

N. Jacket, outdoor, women's and men's

1. **Color:**
 - a. Navy Blue.
 - b. Forest Green.
 - c. Teal.
2. **Sizes:**
 - a. Women's and men's:
 - b. Sizes: S,M,L,XL,2XL,3XL,4XL,5XL.
 - c. Tall Sizes: L,XL,2XL,3XL,4XL.
 - d. Back length: Reg. 26 1/2", Tall 28 1/2".
3. **Materials:**
 - a. Nylon shell.
 - b. Polyester liner.
4. **Specifics:**
 - a. Rated for cold weather.
 - b. Waist-length cut.
 - c. Waterproof and breathable.
 - d. Removable thermal lining.

- e. Insulation quilted to a polyester tricot lining.
- f. Fully lined and removable hood.
- g. Adjustable sleeve cuffs.
- h. Two inside pockets.
- i. Two large outside pockets
- j. Triple-stitched main seams.
- k. Brass front zipper.
- l. Double storm flap with snaps.
- m. All snaps and two-way zipper concealed, oxidized to prevent rusting.
- n. Epaulets sewn in the shoulder area and have a buttonhole for a metal button closure at the collar end.
- o. Embroidered logo, employee's name and division.
- p. FAC Staff jackets shall have "Sound Transit Facilities" embossed on back panel.

O. Coveralls, women's and men's, flame- resistant

- 1. Color:
 - a. Navy Blue.
- 2. Sizes:
 - a. 28 through 60.
- 3. Materials:
 - a. 7-1/2 oz.
 - b. 65% polyester/35% cotton twill.
- 4. Specifics:
 - a. Concealed stainless steel button front closure.
 - b. Collar one piece and topstitched.
 - c. Pockets are two set-in front pockets.
 - d. Two patch hip pockets.
 - e. Two breast pockets.
 - f. One rule pocket.
 - g. Side pass-through openings for pocket assess.
 - h. Side vent openings.
 - i. Felled inseams with safety stitched out seams.
 - j. Sized to be worn over clothes.
 - k. Custom hemmed to exact length.
 - l. Safety-stitched seams.
 - m. Two-way brass zipper, gripper at top and at neck.

- n. These garments are required to be flame resistant, constructed from flame resistant material and components, resistant from ignition and continuous burning when removed from ignition source.
- o. Garments shall meet flame resistance requirements of NFPA 70E (2000 edition), ASTM F-1506-01, and are acceptable under OSHA Final Rule 1910.269.
- p. Embroidered logo.

P. Shop towels, regular

- 1. Specifics:
 - a. Finished edges.
 - b. Absorbent.
 - c. Low-lint.
- 2. Sizes:
 - a. 18"X18".
- 3. Materials:
 - a. One hundred percent (100 %) cotton.

Q. Shop towels, lint-free (e.g. "glass")

- 1. Specifics:
 - a. Hemmed/Finished edges.
 - b. Lint free.
 - c. Streak-free.
 - d. Absorbent.
- 2. Color:
 - a. White.
- 3. Sizes:
 - a. 16"x28".
- 4. Materials:
 - a. One hundred percent (100%) Cotton.

R. Floor mats

- 1. Specifics
 - a. Slip resistant.
 - b. Grooved channels.
- 2. Color:
 - a. Navy Blue.
- 3. Sizes:
 - a. 6'x4' and 3'x4'.
- 4. Materials:
 - a. Nylon or polypropylene construction.

- b. One hundred percent(100%) rubber backing.

S. Oil Soaker Mats

- 1. Specifics
 - a. Must show specifications on bid.
- 2. Sizes:
 - a. 3'x5'.

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

6.2 Delivery

Delivery is required as soon as possible and not later than **thirty (30) days** after placement of an order. Bid prices shall include delivery, FOB destination, to the following location(s):

King County Link Light Rail
3407 Airport Way South
Seattle, WA 98134

6.3 Bidder's Contact Information

A. Primary Location

Physical Address: 7810 S 228th Street Kent, WA 98032

Mailing Address: 7810 S 228th Street Kent, WA 98032

Name of Contact Person: Chad Peterson

Email: chad.peterson@uniform.aramark.com

Telephone No. (Local/Toll Free): 425-761-2034

Fax No. (Local/Toll Free): 206-394-9850

UBI No.: 600647887

Washington State Contractor's License (if applicable): 3981

State hours and days of operation:

Hours: 6 a.m. to 6 p.m. Days: Monday to Friday

6.4 Remit Address (where payment will be mailed):

AUS Everett Lockbox

PO Box 101223

Pasadena, CA 91189-0005

6.5 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- The date printed on the invoice is more than three days earlier than the invoice receipt date;
- The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue.
- An invoice is received prior to receiving goods ordered.

Prompt pay discount offered _____ % - _____ **Days, Net** _____

6.6 Purchasing Card (P-Card) Acceptance

Contractors are requested to have the capability of accepting the King County’s authorized VISA Procurement Card (p-card) as a method of payment. Price change(s) or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from King County by a p-card in the same manner as other VISA purchases.

VISA acceptance is preferred, but is not the exclusive method of payment.

Accept VISA cards: Yes X No _____

Additional purchasing (charge) cards accepted:

- America Express
- Discover
- MasterCard
- Other: _____
- _____
- _____
- _____

6.7 Pricing

- A. Provide offered pricing for each line item in Attachment A – Pricing.
- B. Estimated quantities are for evaluation purposes only and do not represent a firm order by King County Link Light Rail.
- C. In the event of a discrepancy between the Weekly Rental and Extended Rental cost, the Weekly cost will prevail.
- D. In the event of a discrepancy between the Initial Setup and Extended Setup cost, the Initial cost will prevail.

6.8 References

List the names and addresses of three (3) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference must be submitted with bid.**

Company Name: King County Metro

Company Address: 1975 124th AVE NE Bellevue WA 98005

Company Phone: 206-684-2566

Contact Person: Silvia Bets

Dates: 2-17-2014

Company Name: King County Metro- Solid Waste

Company Address: 1400 Utah ST West Seattle WA 98199

Company Phone: 206-263-3800

Contact Person: Micheal Stella

Dates: 2-17-2014

Company Name: King County- Light Rail

Company Address: 401 Jackson St Seattle WA 98104

Company Phone: 206-903-7776

Contact Person: Ben Leaden

Dates: 2-17-2014

ITB 1010-14-LSM

ATTACHMENT A – PRICING (Revision – Addendum 1)

Item No	Est. # Pieces	Description	Replacement Product Offered	Weekly Rental (Per Piece)	Extended Weekly Rental Cost	Initial Set-Up Cost (Per Piece)	Extended Initial Set-Up Cost	First Year Cost (Extended Weekly Cost X 52 + Extended Initial Set-Up Cost)	Replacement Cost Per Item
1.	77	Trousers, dress, women's		\$ 0.25	\$ 19.25	\$ 0.00	\$ 0.00	\$ 1001.00	\$ 10.00
2.	77	Trousers, dress, men's		\$ 0.25	\$ 19.25	\$ 0.00	\$ 0.00	\$ 1001.00	\$ 10.00
3.	264	Trousers, maintenance, women's		\$ 0.21	\$ 55.44	\$ 0.00	\$ 0.00	\$ 2882.88	\$ 10.00
4.	275	Trousers, maintenance, men's		\$ 0.21	\$ 57.75	\$ 0.00	\$ 0.00	\$ 3003.00	\$ 10.00
5.	82	Trousers, maintenance, women's, flame-resistant 12.4 ATPV		\$ 0.59	\$ 48.38	\$ 0.00	\$ 0.00	\$ 2515.76	\$ 91.00
	60	Trousers, maintenance, women's, flame-resistant 8.7 ATPV		\$ 0.59	\$ 35.40	\$ 0.00	\$ 0.00	\$ 1840.80	\$ 91.00
6.	80	Trousers, maintenance, men's, flame-resistant 12.4 ATPV		\$ 0.59	\$ 47.20	\$ 0.00	\$ 0.00	\$ 2454.90	\$ 91.00
	60	Trousers, maintenance, men's, flame-resistant 8.7 ATPV		\$ 0.59	\$ 35.40	\$ 0.00	\$ 0.00	\$ 1840.80	\$ 91.00
7.	33	Shirt, dress, women's		\$ 0.34	\$ 11.22	\$ 0.00	\$ 0.00	\$ 583.44	\$ 21.00
8.	44	Shirt, dress, men's		\$ 0.55	\$ 24.20	\$ 0.00	\$ 0.00	\$ 1258.40	\$ 10.00
9.	264	Shirt, maintenance, women's		\$ 0.27	\$ 71.28	\$ 0.00	\$ 0.00	\$ 3706.56	\$ 9.00

ITB 1010-14-LSM

ATTACHMENT A – PRICING (Revision – Addendum 1)

Item No	Est. # Pieces	Description	Replacement Product Offered	Weekly Rental (Per Piece)	Extended Weekly Rental Cost	Initial Set-Up Cost (Per Piece)	Extended Initial Set-Up Cost	First Year Cost (Extended Weekly Cost X 52 + Extended Initial Set-Up Cost)	Replacement Cost Per Item
10.	275	Shirt, maintenance, men's		\$0.27	\$ 74.25	\$0.00	\$ 0.00	\$ 3861.00	\$ 9.00
11.	70	Shirt, maintenance, women's, flame resistant 12.4 ATPV		\$0.46	\$ 32.20	\$0.00	\$ 0.00	\$ 1674.40	\$ 20.00
	40	Shirt, maintenance, women's, flame resistant 8.7 ATPV		\$0.46	\$ 18.40	\$0.00	\$ 0.00	\$ 956.80	\$ 20.00
12.	50	Shirt, maintenance, men's flame resistant 12.4 ATPV		\$0.46	\$ 23.00	\$0.00	\$ 0.00	\$ 1196.00	\$ 20.00
	40	Shirt, maintenance, men's flame resistant 8.7 ATPV		\$0.46	\$ 18.40	\$0.00	\$ 0.00	\$ 956.80	\$ 20.00
13.	9	Shirt, polo, women's, short-sleeved		\$0.38	\$ 3.42	\$0.00	\$ 0.00	\$ 177.84	\$ 23.00
14.	12	Shirt, polo, men's, short-sleeved		\$0.38	\$ 4.56	\$0.00	\$ 0.00	\$ 237.12	\$ 23.00
15.	9	Shirt, woven cotton, women's, short-sleeved		\$0.28	\$ 2.52	\$0.00	\$ 0.00	\$ 131.04	\$ 10.00
16.	12	Shirt, woven cotton, men's, short-sleeved		\$0.28	\$ 3.36	\$0.00	\$ 0.00	\$ 174.72	\$ 10.00
17.	9	Shirt, woven cotton, women's, long-sleeved		\$0.28	\$ 2.52	\$0.00	\$ 0.00	\$ 131.04	\$ 10.00
18.	12	Shirt, woven cotton, men's, long – sleeved		\$0.28	\$ 3.36	\$0.00	\$ 0.00	\$ 174.72	\$ 10.00

ITB 1010-14-LSM

ATTACHMENT A – PRICING (Revision – Addendum 1)

Item No	Est. # Pieces	Description	Replacement Product Offered	Weekly Rental (Per Piece)	Extended Weekly Rental Cost	Initial Set-Up Cost (Per Piece)	Extended Initial Set-Up Cost	First Year Cost (Extended Weekly Cost X 52 + Extended Initial Set-Up Cost)	Replacement Cost Per Item
19.	6	Shirt, turtle neck, women's, long-sleeved		\$ 0.41	\$2.46	\$0.00	\$ 0.00	\$ 127.92	\$ 27.00
20.	8	Shirt, turtle neck, men's, long-sleeved		\$ 0.41	\$3.28	\$0.00	\$ 0.00	\$ 170.56	\$ 27.00
21.	3	Vest, fleece, women's		\$ 0.37	\$1.11	\$0.00	\$ 0.00	\$ 57.72	\$ 10.00
22.	4	Vest, fleece, men's		\$ 0.37	\$1.48	\$0.00	\$ 0.00	\$ 76.96	\$ 10.00
23.	3	Sweater, women's		\$ 0.37	\$1.11	\$0.00	\$ 0.00	\$ 57.72	\$ 10.00
24.	4	Sweater, men's		\$ 0.37	\$1.48	\$0.00	\$ 0.00	\$ 76.96	\$ 10.00
25.	3	Blazer, women's		\$ 2.12	\$6.36	\$0.00	\$ 0.00	\$ 330.72	\$ 70.00
26.	3	Blazer, men's		\$ 2.12	\$6.36	\$0.00	\$ 0.00	\$ 330.72	\$ 70.00
27.	23	Jacket, outdoor, women's		\$ 0.53	\$12.19	\$0.00	\$ 0.00	\$ 633.88	\$ 10.00
28.	24	Jacket, outdoor, men's		\$ 0.53	\$12.72	\$0.00	\$ 0.00	\$ 661.44	\$ 10.00
29.	23	Coveralls, flame-resistant 12.4 ATPV		\$ 0.58	\$13.34	\$0.00	\$ 0.00	\$ 693.68	\$ 15.00
	27	Coveralls, flame-resistant 8.7 ATPV		\$ 0.58	\$15.66	\$0.00	\$ 0.00	\$ 814.32	\$ 15.00
30.	1200	Shop towels, 18"x18"		\$ 0.04	\$48.00	\$0.00	\$ 0.00	\$ 2496.00	\$ 0.05

ITB 1010-14-LSM

ATTACHMENT A – PRICING (Revision – Addendum 1)

Item No	Est. # Pieces	Description	Replacement Product Offered	Weekly Rental (Per Piece)	Extended Weekly Rental Cost	Initial Set-Up Cost (Per Piece)	Extended Initial Set-Up Cost	First Year Cost (Extended Weekly Cost X 52 + Extended Initial Set-Up Cost)	Replacement Cost Per Item
31.	100	Shop towels, lint free		\$0.04	\$4.00	\$0.00	\$0.00	\$208.00	\$0.05
32.	5	Floor mats, 3'x4'		\$0.85	\$4.25	\$0.00	\$0.00	\$221.00	\$15.00
33.	10	Floor mats, 4'x6'		\$1.38	\$13.80	\$0.00	\$0.00	\$717.60	\$15.00
34.	34	Soaker Pads 32" x 58"		\$0.85	\$28.90	\$0.00	\$0.00	\$1502.08	\$3.00
		TOTALS		\$Varies	\$787.26	\$0.00	\$0.00	\$40937.52	\$Varies

INDICATE ANY ADDITIONAL ITEMS (STORAGE CONTAINERS, SHELVES, RACKS, ETC.) OR SERVICES WHICH WILL BE BILLED AS PART OF THE RENTAL/LAUNDRY CONTRACT.

	ITEM OR SERVICE DESCRIPTION	QUANTITY	WEEKLY COST PER ITEM	EXTENDED WEEKLY COST	INITIAL SET-UP COST PER ITEM	EXTENDED INITIAL SET-UP COST	FIRST YEAR COST	REPLACEMENT COST PER ITEM
34.	8-Bank Garment Locker	8	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380.00
35.	Soil Dump	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380.00
36.	Z Rail	3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00
37.	ATM Dispenser	5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$380.00

ITB 1010-14-LSM

ATTACHMENT A – PRICING (Revision – Addendum 1)

38.			\$	\$	\$	\$	\$	\$
39.			\$Varies	\$787.26	\$0.00	\$0.00	\$40937.52	\$Varies

GRAND TOTAL: \$ 204687.60 % Year Grand Total

A.1 Pricing Information for Non-Common Sized Uniform Elements

Item No	Item Description	Common Sizes	Non-Common Sizes	Non-Common Size Weekly Rental Price (Per Set)	Percentage Increase Over Common Size Price	Delivery Schedule For Non-Common Sized Items	Replacement Cost For Non-Common Sized Items (Includes Set-Up Cost)
1a	Trousers, dress, women's	28-46	48 and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
1b	Trousers, dress, men's	28-46	48 and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
2a	Trousers, maintenance, women's	28-46	48 and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
2b	Trousers, maintenance, men's	28-46	48 and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
3a	Trousers, maintenance, women's, flame-resistant 12.4 ATPV	28-46	48 and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
	Trousers, maintenance, women's, flame-resistant 8.7 ATPV	28-46	48 and Larger	\$ 0.00	0	6 Weeks	Standard rates apply

ITB 1010-14-LSM

ATTACHMENT A – PRICING (Revision – Addendum 1)

Item No	Item Description	Common Sizes	Non-Common Sizes	Non-Common Size Weekly Rental Price (Per Set)	Percentage Increase Over Common Size Price	Delivery Schedule For Non-Common Sized Items	Replacement Cost For Non-Common Sized Items (Includes Set-Up Cost)
3b	Trousers, maintenance, men's, flame-resistant 12.4 ATPV	28-46	48 and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
	Trousers, maintenance, men's, flame-resistant 8.7 ATPV	28-46	48 and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
4a	Shirt, dress, women's	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
4b	Shirt, dress, men's	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
5a	Shirt, maintenance, women's	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
5b	Shirt, maintenance, men's	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
6a	Shirt, maintenance, women's, flame resistant 12.4 ATPV	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
	Shirt, maintenance, women's, flame resistant 8.7 ATPV	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
6b	Shirt, maintenance, men's flame resistant 12.4 ATPV	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply

ITB 1010-14-LSM

ATTACHMENT A – PRICING (Revision – Addendum 1)

Item No	Item Description	Common Sizes	Non-Common Sizes	Non-Common Size Weekly Rental Price (Per Set)	Percentage Increase Over Common Size Price	Delivery Schedule For Non-Common Sized Items	Replacement Cost For Non-Common Sized Items (Includes Set-Up Cost)
	Shirt, maintenance, men's flame resistant 8.7 ATPV	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
7a	Shirt, polo, women's, short-sleeved	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
7b	Shirt, polo, men's, short-sleeved	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
8a	Shirt, woven cotton, women's, short-sleeved	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
8b	Shirt, woven cotton, men's, short-sleeved	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
9a	Shirt, woven cotton, women's, long-sleeved	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
9b	Shirt, woven cotton, men's, long-sleeved	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
10a	Shirt, turtle neck, women's, long-sleeved	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
10b	Shirt, turtle neck, men's, long-sleeved	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
11a	Vest, fleece, women's	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply
11b	Vest, fleece, men's	S-3XL	4XL and Larger	\$ 0.00	0	6 Weeks	Standard rates apply

ITB 1010-14-LSM

ATTACHMENT A – PRICING (Revision – Addendum 1)

Item No	Item Description	Common Sizes	Non-Common Sizes	Non-Common Size Weekly Rental Price (Per Set)	Percentage Increase Over Common Size Price	Delivery Schedule For Non-Common Sized Items	Replacement Cost For Non-Common Sized Items (Includes Set-Up Cost)
12a	Sweater, women's	S-3XL	4XL and Larger	\$0.00	0	6 Weeks	Standard rates apply
12b	Sweater, men's	S-3XL	4XL and Larger	\$0.00	0	6 Weeks	Standard rates apply
13a	Blazer, women's	S-3XL	4XL and Larger	\$0.00	0	6 Weeks	Standard rates apply
13b	Blazer, men's	S-3XL	4XL and Larger	\$0.00	0	6 Weeks	Standard rates apply
14a	Jacket, outdoor, women's	S-3XL	4XL and Larger	\$0.00	0	6 Weeks	Standard rates apply
14b	Jacket, outdoor, men's	S-3XL	4XL and Larger	\$0.00	0	6 Weeks	Standard rates apply
15a	Coveralls, flame-resistant 12.4 ATPV	S-3XL	4XL and Larger	\$0.00	0	6 Weeks	Standard rates apply
	Coveralls, flame-resistant 8.7 ATPV	S-3XL	4XL and Larger	\$0.00	0	6 Weeks	Standard rates apply

AVERAGE PERCENTAGE INCREASE OVER COMMON SIZED PRICE: 0 %

INDICATE ASSIGNED LIFE SPAN OF FLAME RESISTANT GARMENTS Life Span is 100 washes equal to 4 years of weekly use.

SPECIFICATIONS FOR ITEM #3 – SOAKER PADS Absorbent Microfiber Size "32X58" up to 5 quarts.

Invitation to Bid Addendum # 1



Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-263-9400 TTY Relay: 711

ADDENDUM DATE: FEBRUARY 5, 2014

Invitation to Bid (ITB) Title: Uniform/Linen Rental, Floor Mat Rental and Laundry Services - King County Link Light Rail

ITB Number: 1010-14-LSM

Due Date: February 18, 2014 - 2:00 p.m.

Buyer: Linda McKinly, linda.mckinly@kingcounty.gov, 206-263-9701

Alternate Buyer: Victoria Nakamichi, vicki.nakamichi@kingcounty.gov, 206-263-9299

This addendum is issued to change ITB Number 1010-14-LSM, advertised January 23, 2014, as follows:

1. Replace Sub-section 5.2-F in its entirety with the following:

"The vendor shall have **thirty (30) days** after award to complete fitting and furnishing all current employees with new rental uniforms. In the case of non-standard sizes, additional time may be negotiated with King County Link Light Rail. These fittings shall occur at King County Link Light Rail facilities. The vendor shall return to these King County Light Rail facilities as many times as is necessary to ensure that all current employees are fitted and furnished with new uniforms on schedule.

Continued on page 2)

TO BE ELIGIBLE FOR AWARD OF A CONTRACT, THIS ADDENDUM MUST BE SIGNED AND SUBMITTED TO KING COUNTY

Sealed bids will only be received by:

King County Procurement Services Section, The Chinook Building, 3rd Floor, 401 Fifth Avenue, Seattle, WA 98104-2333. Office hours: 8:00 a.m. - 5:00 p.m., Monday – Friday

Company Name

Aramark Uniform Services

Address

7810 S 228th Street

City / State / Postal Code

Kent WA 98032

Signature

A handwritten signature in blue ink, appearing to read "Chad Peterson".

Authorized Representative/Title (Please Print)

Chad Peterson General Manager

Email

chad.peterson@uniform.aramark.com 425-761-2034

Phone

Fax

206-394-9850

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities