

Spokane Airport Board

(Spokane International Airport, Airport Business Park, Felts Field)

Request for Proposals (RFP) for UNIFORM & MISCELLANEOUS RENTAL SERVICES

JULY 2020

GENEARL OVERVIEW

Pre-Proposal Meeting					
Pre-Proposal Meeting:	Date:	Time:			
Conference Call (800) 768-2983 using	Friday, July 17, 2020	10:00 AM (PST)			
passcode 4556418.					
Contact Per	son for Questions				
Questions must be submitted via email					
only to:					
Margaret Merin	Email address: mmerin@:	spokaneairports.net			
Contract & Procurement Specialist					
Deadline for Sul	omission of Questions				
Questions must be submitted to the individual named above no later than:					
Wednesday, July 2	2, 2020 at 2:00 PM (PST)				
Proposal Submission Place and Deadline					
Submit Proposals to:	Date:	Time:			
	Monday, August 03,	2:00 PM (PST)			
Spokane International Airport	2020				
Spokane Airport Administration					
Attn: Margaret Merin					
mmerin@spokaneairports.net					



Spokane Airport Board

Request for Proposals (RFP)

UNIFORM & MISCELLANEOUS RENTAL SERVICES

Spokane Airport Board (Airport) is soliciting qualified competitive sealed proposals to provide rental and cleaning of various types of uniforms, floor mats, shop towels, etc. as detailed herein for the Spokane International Airport, Felts Field and the Spokane International Airport Business Park.

Background Information

The Airport desires to award to a single qualified Selected Respondent to provide each of its maintenance employees with a well-made, high-quality uniform that consistently presents a professional appearance even after extended wear. Additionally, the Airport desires to rent floor mats, mop heads, towels, sheets and pillow cases from the same Selected Respondent and to have such Selected Respondent pick-up, clean, and return such items to the Airport for a rental fee.

Estimated annual quantities and probable drop-off locations are for proposal purposes only. No guarantee of the actual service requirement is implied or expressed by this estimate or this document. Service requirements shall be determined by actual need.

Scope of Work

The following Services shall be provided under a contract awarded as a result of this RFP:

1. **General**:

- 1.1. The selected Respondent shall be responsible for providing high quality services and contract maintenance.
- 1.2. Selected Respondents' are advised to familiarize themselves with the Airport's standard Vendor Contract, and be prepared to accept without modification the terms and conditions contained therein. The Selected Respondent will be expected to execute the Airport's Vendor Contract.
- 1.3. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.
- 2. <u>Uniform Requirements</u>: The following relates to the general specifications for the types of uniforms to be issued during the contract period. Samples of the proposed uniforms shall be submitted with your proposal.
 - 2.1. Following is a listing of the types of uniforms to be proposed.
 - 2.1.1. Coveralls poly/cotton blend, Postman Blue, long sleeves
 - 2.1.2. Coveralls 100% cotton, Postman Blue, long sleeves



2.2. Each garment is to be identified with a tracking coding tape, which identifies the uniforms to the employee to ensure the garments are returned to the respective employee after each cleaning.

2.3. Fmblems:

- 2.3.1. All coveralls shall have two (2) embroidered identification emblems. One with "SPOKANE INTERNATIONAL AIRPORT" and the Airport logo. The other with the employee's first name. Emblems are to be color coordinated with the uniform color and the name label shall be 1 ½" x 3 ½" and the "SPOKANE INTERNATIONAL AIRPORT" emblems shall be 2 ½" x 4 ½". The application of the emblems shall be completed initially and as may be required throughout the contract at no additional charge to the Airport. Placement of emblems shall be at the discretion of the Airport.
- 2.3.2. Selected Respondent shall supply and monitor all patches and emblems and automatically replace them when they become faded or when detached around edges.
- 2.4. Cleaning/Laundering All uniforms must be washed in full accordance with the State of Washington requirements governing commercial and industrial laundries. All uniforms must be laundered using detergents or cleaners that leave the garment odor free. Uniforms which retain an offensive smell or residual odor after laundering will not be acceptable.
- 2.5. Servicing Requirements Listed below are the minimum service requirements to be proposed. Should you have additional services (Value Added Services) you feel would be of benefit to the Airport, please provide information and pertinent costs.
 - 2.5.1. The Selected Respondent shall:
 - 2.5.1.1. Maintain uniforms that consistently meet professional standards by furnishing clean, mended, and pressed garments.
 - 2.5.1.2. Furnish new uniforms for the initial set up and outfitting of employees. In all instances, "Like-New" uniforms are not acceptable. New uniforms shall be delivered within sixty (60) days after execution of this Agreement.
 - 2.5.1.3. Allow employees one size change per year at no cost to the Airport.
 - 2.5.1.4. Be responsible for all required repairs as may be detected during the cleaning and garment quality process or as requested by the Airport to include:
 - 2.5.1.4.1. Replacement of buttons and repairing all rips. PATCHING DAMAGED AREAS WILL NOT BE ACCEPTABLE. Damages due to work related activities, such as burn holes from welding, heavy soiling from painting, rips and tears from work material snags or equipment will not be considered as willful abuse and will be repaired by the Selected Respondent. The interpretation and definition of reasonable condition, as used herein, shall be unconditionally that of the Airport



- and the Selected Respondent shall unconditionally accept said interpretations.
- 2.5.1.4.2. In the event a garment is not repairable, the Selected Respondent is responsible for replacing with a new garment within seven (7) business days at no cost to the Airport. In all instances, "Like-New" uniforms are not acceptable.
- 2.5.1.5. Provide a clear and simple system to document and address new requirements, complaints, problems, requests, etc. which is reviewed and acknowledged on the service day and rectified accordingly by the Selected Respondent. The Airport maintains its right to review and approve the system prior to implementation.
- 2.5.1.6. Be responsible for all inventory counts of outgoing and incoming items to designated locations. The Airport reserves the right to add or delete service locations at any time during the contract period.
- 2.5.1.7. Furnish an adequate inventory of items that require weekly changes and to provide for new employees and upgrades. Employee shall need approximately five (5) uniform changes per week, for most employees.
- 2.5.1.8. Provide delivery at approximately the same time and day on a weekly schedule to each participating group. Location and personnel changes shall be at the discretion of Airport and shall be made with verbal notification to the Selected Respondent by an Airport designee. Delivery shall initially be required at approximately nine (9) separate work areas of Airport, however the Airport shall have the right to add or subtract work areas as needed during the duration of the Agreement.
- 2.6. Upon award, an authorized official representative shall visit each service location with an Airport representative to gain a precise uniform measurement of each individual employee. The Selected Respondent shall also have on display, at the time of measurements, the various uniform style options selected by the Airport. The Airport and the Selected Respondent shall schedule a timeframe to accomplish this task.
- 2.7. The Selected Respondent acknowledges:
 - 2.7.1. If a garment has been lost by the Selected Respondent, replacement of missing garments shall be replaced at any time during the contract period at no cost to the Airport.
 - 2.7.2. All items furnished on a rental basis shall remain the property of the Selected Respondent throughout the term of this Agreement.
- 3. <u>Mats and Miscellaneous Requirements</u>: Selected Respondent will be responsible for servicing the following items. A complete listing is provided in Attachment A.



3.1. Mats:

- 3.1.1. The Selected Respondent shall ensure clean, fresh-looking floor mats approved by Airport, in good condition, in specified sizes, and the same color throughout the Airport. Mats having substandard elasticity or having lost any aspect of its integrity; mats having more than two (2) burn marks exceeding a 1/4" in diameter; or mats having more than two (2) rubber chunks absent from the border measuring larger than a 1/4" in diameter shall not be acceptable. Larger mats cut in half or reduced in size in this manner shall also be rejected.
- 3.1.2. The Selected Respondent shall, on a weekly basis, deliver and distribute clean floor mats, and remove soiled mats. Additional locations may be added during the term of this Agreement and shall be subject to the same pricing as comparable products included in the initial agreement.

3.2. Miscellaneous:

- 3.2.1. Towels and mops as described in the schedule of fees weekly basis rental and replacement
- 3.2.2. Laundry bag with stand weekly basis rental and replacement
- 3.2.3. Twin size sheets, pillow cases and blankets, weekly basis rental and replacement.
- 3.2.4. Section 2.4 and 2.5 of the Scope of Work applies to these items, except where not applicable.
- 4. <u>Invoicing</u>: The Selected Respondent will invoice the Airport on a monthly basis, with a separate invoice for each department/division for each. Invoice shall indicate: name of department, and number of sets delivered.
 - 4.1. Vacation credits shall be issued as a whole and will cover uniform rental charges only. The vacation credits will be issued semi-annually as follows: one (1) week in the month April; and one (1) week in the month of September.
 - 4.2. The Airport shall also be afforded credit for extended employee leave of absences as follows: After an employee has been on leave for 21 calendar days, the Selected Respondent shall bill at a reduced rate of 50%.

5. **Customer Satisfaction**:

- 5.1. Selected Respondent shall provide a customer service representative that shall be available to the Airport designee to resolve problems on a daily basis. Selected Respondent representative shall always handle the Airport's account and shall be empowered to monitor the Airport's account, track all customer service requests, and solve problems as they occur. Selected Respondent's customer service representative shall have direct communication with the route driver (pager or cell-phone) to provide immediate resolution to complaints.
- 6. <u>Agreement Transfer</u>: On expiration of Agreement, the Airport and the Selected Respondent shall conduct joint physical inventory of all clean and soiled rental items at the Airport. Inventory shall be used to make final reconciliation of lost or damaged rental items. Final



payments shall be withheld until the Airport and the Selected Respondent come to a mutually acceptable final billing statement. Rental items not removed from the Airport location after thirty (30) days of Agreement expiration shall be disposed at the sole discretion of the Airport.

7. <u>Samples</u>: Upon request by the designated the Airport Official, Selected Respondent shall provide samples of all materials intended for use.

Schedule

The following is the schedule for this RFP process (which is subject to change):

Date	Description
Sunday, July 12, 2020	Issue Date of RFP
See page 1 of RFP	Pre-Proposal Meeting
See page 1 of RFP	Deadline for Submission of Questions
Monday, July 27, 2020	Deadline for Airport's Response to Questions Asked
See page 1 of RFP	Proposal Submission Deadline (Due Date)
Monday, September 07, 2020	Successful Proposer Execution of Contract
Date	Description
Thursday, September 17, 2020	Recommendation to Airport Finance Committee for Award
Friday, September 18, 2020	Airport Execution of Contract
Thursday, October 01, 2020	Commencement of Services Under the Contract

Term of Contract

Upon execution of a Service Agreement, services shall commence on October 1, 2020 and expire on September 30, 2022, with three (3) additional 1-year renewal options.

Prices stated are firm for the initial 2-year term of this Agreement. If this Agreement is extended for additional option periods price adjustments may be made, however, any request for price adjustment shall be made before the beginning date of the contract option renewal. Selected Respondent shall calculate and make a request of the Airport that the prices for the next renewal year be increased by the lesser of three percent (3%) or the percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government for the most recent twelve (12) month period, and the Airport shall respond to such request. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties.



Funding Source(s)

The work to be performed is funded from the Airport and there are no federal funds involved with the work under this RFP.

Evaluation Criteria

The Airport will evaluate Proposals received based on the following evaluation criteria and will score Proposals up to the maximum number of points as noted for each evaluation criterion.

The Proposer must include in its Proposal the information noted in the evaluation criteria and must demonstrate how the firm meets the evaluation criteria.

Eva	Weighting (Maximum Points)	
1)	<u>Proposal Information Form:</u> The Proposal Information Form, included in Attachment A to this RFP, must be completed, submitted, and signed as part of your Proposal. You must include the name and contact information of the individual in your firm that the Airport should contact regarding questions about your Proposal and scheduling a potential interview. The contact information should include the following: name of individual, title (Mr., Ms., etc.), firm name, address, state, zip code, telephone number and e-mail address.	10
2)	<u>Cover Letter:</u> A cover letter expressing interest, addressing, at a minimum, the following:	10
	a) Executive Summary: A high level, executive summary of your firm's relevant qualifications and experiences, as well as the relevant experiences of key staff proposed for this project in performing similar services.	
	b) <u>Firm Size and Workload:</u> Outline the size of your firm and discuss your capability to manage a project of this size and scope within the identified time frame, relative to your current workload.	
	c) <u>Finances:</u> Discuss your firm's financial and organizational stability.	
	The cover letter must be signed in ink by an authorized representative of the Proposer who is authorized to execute contractual agreements and/or commitments on behalf of the Proposer.	



Evaluation Criteria	Weighting (Maximum Points)
3) <u>Staff Experience and Availability:</u> A description of the staff proposed for performing the work as outlined in this RFP that demonstrates relevant experience from other projects. Discuss your proposed team members' availability and commitment for the duration of this project.	20
4) Quality Assurance Program: Proposers shall submit information on their quality assurance program for ensuring accuracy in uniform deliveries with their offer.	10
5) <u>Proposed Cost:</u> Using Attachment A, furnish a list of all rates/prices for the items and services proposed. The Airport reserves the right to negotiate the cost with the selected firm.	30
6) Standard Contract Language: The Airport intends to utilize its standard Service Agreement Contract for this project which is attached hereto in draft form. Each firm must affirm in its Proposal that the terms and conditions of this agreement are acceptable, or if the firm takes exception to any of the proposed language in the agreement, the firm must specifically describe the reasons for the exceptions and propose in its Proposal alternative language for review and consideration by the Airport. Firms not taking any exceptions to the terms and conditions of the agreement shall receive the full evaluation points for this criterion. Firms taking exceptions shall be evaluated and rated for this criterion based on the significance of the proposed exceptions and whether the proposed changes are of benefit to the Airport.	10
7) Value Added Services: Proposer's responses are not limited to the minimum specifications. Please provide information on all value added services that you may deem to be of interest to the Airport, including information related to Proposer's system to document and address new uniform requirements, complaints, problems, requests, etc. (Scope of Work 2.5)	5
8) References: State previous experiences and references, preferably governmental, which you have or have had similar work and should be relevant to the scope of services. Include the company name, contact name, telephone, and fax numbers. Refer to the Reference Checks section of this RFP for information about how reference checks will be used in the evaluation process.	5
9) Total Points	100



Interviews

Proposers may be required to participate in an interview with and/or make a presentation to the selection committee and/or other Airport personnel with the date and time to be determined. In the event of interviews, the Airport will establish evaluation criteria and weighting for each criterion that will be added to the scores received for the written Proposals as part of making a final selection decision.

Submission Requirements

<u>Pre-Proposal Meeting:</u> Those interested in responding to the Request for Proposals (RFP) are strongly encouraged to participate in a Pre-Proposal Meeting to be held on the date, time, and at the place indicated on page 1 of this RFP. Failure to attend the Pre-Proposal Meeting will not relieve the Proposer of any responsibility for information provided at that time.

Proposal Submission Deadline:

- Proposals responding to the information requested in the Evaluation Criteria section of this RFP must be received by the Airport no later than the deadline noted on page 1 of this RFP. There will be no "formal" proposal opening for this RFP. Proposals will be opened and evaluated, after the published proposal deadline stated above, at the Spokane International Airport Administration office, Spokane, Washington 99224.
- Due to the COVID-19 pandemic, electronic submissions responding to the information requested in the Evaluation Criteria section of this RFP will be accepted and must be received by the Airport no later than the deadline noted on page 1 of this RFP via email sent to: mmerin@spokaneairports.net.
- Proposals may also be sent in printed form to the address indicated on page 1 of this RFP.

<u>Late Proposals</u>: Proposals will not be accepted by the Airport after the date and time specified on page 1 of this RFP. In the event that a Proposal is delivered after the Proposal submission deadline, the Proposal will not be accepted or considered and the Proposer will be notified. The Airport will not be liable for delays in delivery of any type of delivery service. Proposers are responsible for ensuring that the Airport receives the Proposal by the deadline stated on page 1 of this RFP.

Submission Requirements:

- Proposals must be no longer than 15 pages in length.
- For paper submission:
 - o Proposals and their sealed packaging (boxes or envelopes) should be clearly marked with the name and address of the Proposer and should be marked with the name of this RFP as indicated on page 1 of the RFP.
 - The bound Proposals should be in an 8 1/2" by 11" format, using a minimum 12-point type size.



Proposers are encouraged to "double side" the printing of their Proposals; however, for the purposes of any page limitations of the Proposal outlined in the RFP, one side of a printed page is considered one page. The Airport will not review or evaluate pages in a Proposal that are in excess of any RFP page number limitation for a specific section of the Proposal.

<u>Organization of Proposals:</u> Proposals must address each of the evaluation criteria in this RFP in a clear, comprehensive, and concise manner. Proposers are further advised that lengthy or wordy submissions are not necessary.

<u>Clear and Responsive Proposals:</u> The Airport has made every effort to include enough information within this RFP for a firm to prepare a responsive Proposal. Proposers are encouraged to submit the most comprehensive and competitive information possible. Proposals that do not respond completely or sufficiently to the evaluation criteria in this RFP may be rejected as non-responsive, or will receive correspondingly lower scores for those criteria, which may result in the Proposal not scoring high enough to be considered further.

<u>Questions About RFP:</u> Questions regarding this RFP should be addressed solely to the individual identified on page 1 of this RFP. Questions must be asked prior to the deadline indicated on page 1 of this RFP. The Airport may determine that a Proposal is non-responsive if the Proposer has had contact with any other representative of the Airport.

<u>Addenda:</u> Oral communications and emails from the Airport, its staff, agents, Airport members, employees or outside advisor, or any other person associated with this RFP shall not be binding on the Airport and shall in no way modify any provision of the RFP. Only formally issued addenda shall modify the terms of this RFP. Any addenda issued for this RFP will be published at the following website address: https://business.spokaneairports.net/rfp/. Proposers are responsible for checking the website prior to submission of Proposals for any addenda. If you are unable to download the addenda, you may contact the individual noted on page 1 of this RFP. Receipt of addenda must be acknowledged by Proposers on the Proposal Information Form that must be submitted with the Proposal.

Selection Process

<u>Selection Process:</u> The Proposals will be reviewed by an evaluation committee and the highest rated firms may be invited to an interview. The selected firm will be invited to enter into negotiations with the Airport. If the Airport and the selected firm cannot agree on terms that are fair and reasonable, the Airport may terminate negotiations and enter into negotiations with the next highest rated firm.

<u>Rights Reserved:</u> The Airport reserves the following rights:

- 1. To waive as an informality any irregularities in Proposals and/or to reject any or all Proposals.
- 2. To extend the date for submittal of responses.
- 3. To request additional information and data from any or all Proposers.
- 4. To supplement, amend, or otherwise modify the RFP through addenda issued.
- 5. To cancel this RFP with or without the substitution of another RFP.



- 6. To reissue the RFP.
- 7. To make such reviews and investigations as it considers necessary and appropriate for evaluation of the Proposals.
- 8. To not select the highest rated firm if the proposed price is more than the Airport's budget for the work.
- 9. To cancel the RFP process in the event only one Proposal is received by the deadline.

Reference Checks: The Airport reserves the right to conduct reference checks for firms submitting Proposals, either before or after Proposals have been evaluated, and/or after interviews have been held. In the event that information obtained from the reference checks reveals concerns about a firm's past performance or their ability to successfully perform the contract to be executed based on this RFP, the Airport may, at its sole discretion, select a different firm whose reference checks validate the ability of the firm to successfully perform the contract to be executed based on this RFP. In conducting reference checks, the Airport may include itself as a reference if the firm has performed work for the Airport, even if the firm did not identify the Airport as a reference, and may conduct reference checks with others not identified by the Proposer.

Protest and Appeal Procedures

<u>Deadline for Protest</u>: The following deadlines for filing protests and appeals based on this RFP shall apply:

- 1. RFP: Any protest related to the requirements of this RFP must be received by the individual identified on page 1 of this RFP no later than three (3) business days before the proposal submittal deadline.
- 2. Awards: Any protest related to the award of a contract based on this RFP or protest of a decision by the Airport to reject a proposal must be received by the individual identified on page 1 of this RFP within three (3) business days after notification to the protesting party that it was not awarded a contract or its proposal was rejected.

Form and Manner of Filing:

- 1. In Writing: All protests and appeals must be in writing, signed, and specify the reasons and facts upon which he protest or appeal is based. Failure to raise any reason or fact upon which the protest or appeal is based shall constitute a waiver and/or forfeiture of such reason or fact for protest or appeal.
- 2. File protest of award with Airport: All protests and appeals may be emailed or mailed and must be filed with the Spokane International Airport, Attention: Margaret Merin, 9000 W. Airport Drive, Suite 209, Spokane, WA 99224.

Airport's Review of Protests and Appeals

1. The Director of the Airport Department publishing the RFP shall review and investigate properly and timely filed protests and appeals. At the Airport's sole discretion, an informal hearing may be held with affected parties to gather additional information. The Department



- Director shall issue a written decision to the protestor, stating the reasons for the decision, within three (3) business days of receipt of the protest.
- 2. Appeal to Airport's CEO: Any further appeal of a formal decision by the Department Director must be received by the Airport's CEO within two (2) business days of receipt of the written decision by the Department Director. Properly and timely filed appeals of the decisions of the Department Director shall be reviewed and investigated by the Airport CEO, who shall issue the Airport's final decision.

Failure to Meet Deadline

Failure to meet any applicable deadline for a protest and appeal shall constitute a waiver of any and all rights to protest and appeal.

Administrative Requirements

<u>Cost of the Proposal:</u> The Airport shall not, under any circumstances, be responsible for any costs or expenses associated with the Proposal submitted including, but not limited to, research, investigation, development, preparation, duplication, production, collation, packaging, delivery, transmittal, or presentation of the Proposal or any other related information, data, documentation, and material. All costs and expenses incurred by the Proposer in connection with the Proposal submitted shall be the sole responsibility of (borne solely by) the Proposer.

Public Disclosure:

- 1. <u>Property of Airport:</u> Proposals submitted to the Airport shall become the property of the Airport and shall not be returned to the Proposer.
- 2. Proposals are Public Records: Pursuant to Chapter 42.56 RCW, Proposals submitted under this RFP shall be considered public records and with limited exceptions will be available for inspection and copying by the public. Except to the extent protected by state and/or federal laws, Proposals shall be considered public documents and available for review and copying by the public after an award of contract is made by the Airport Board.
- 3. <u>Public Records Exemption:</u> Any proprietary information included in the Proposal that the Proposer wishes to remain confidential (to the extent allowed under the laws of the State of Washington) should be clearly identified as "Confidential" in the Proposal. In addition, the Proposer must provide the legal basis for the exemption to the Airport.
- 4. <u>Proposals Not Marked as Confidential:</u> If a Proposal does not clearly identify the confidential portions, the Airport will not notify the Proposer that its Proposal will be made available for inspection and copying.
- 5. <u>Process for Disclosing Information:</u> If a request is made for disclosure of material or any portion marked "Confidential" by the Proposer, the Airport will determine whether the material should be made available under the law. If the Airport determines that the material is not exempt and may be disclosed, the Airport will notify the Proposer of the request and allow the Proposer ten (10) business days to take appropriate action pursuant to RCW 42.56.540. If the Proposer fails or neglects to take such action within said period, the Airport may release the portions of the Proposal deemed subject to disclosure.



- 6. <u>Indemnification by Proposer:</u> To the extent that the Airport withholds from disclosure all or any portion of Proposer's documents at Proposer's request, Proposer shall agree to fully indemnify, defend and hold harmless the Airport from all damages, penalties, attorneys' fees and costs the Airport incurs related to withholding information from public disclosure.
- 7. <u>No Claim Against Airport:</u> By submitting a Proposal, the Proposer consents to the procedure outlined in this section and shall have no claim against the Airport because of actions taken under this procedure.

<u>Basic Eligibility:</u> The successful Proposer must be licensed to do business in the State of Washington and must have a state Unified Business Identifier (UBI) number. In addition, the successful Proposer must not be debarred, suspended, or otherwise ineligible to contract with the Airport, and must not be on the federal government's list of firms suspended or debarred from working on federally funded projects.

<u>Non-Discrimination</u>: All Proposers will be afforded the full opportunity to submit Proposals in response to this RFP, and no person or firm shall be discriminated against on the grounds of race, color, age, sex, or national origin in consideration for an award issued pursuant to this RFP.

<u>Sub-Contractors:</u> Subcontracting shall not be permitted under the terms of this RFP or subsequent service agreements related thereto.

<u>Other Contracts:</u> During the original term and all subsequent renewal terms of the contract resulting from this RFP, the Airport expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting and awarding similar or related services as described in this RFP.

<u>Funding Availability:</u> By responding to this RFP, the Proposer acknowledges that for any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.

<u>Prohibition Against Lobbying:</u> The Proposer shall not lobby, either on an individual or collective basis, the Airport Board (its associated Airport and County employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its written Proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Airport Board (its associated Airport and County employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written Proposal.

<u>Insurance</u>: Prior to execution of a Contract for services under this RFP, the successful Proposer will be required to provide acceptable evidence of insurance coverage consistent with the insurance requirements outlined in the Airport's standard Contract attached as part of this RFP.

About Spokane International Airport

Spokane Airports are jointly owned by Spokane County and the City of Spokane. The Airport and county operate the airports under provisions of RCW 14.08 which establishes the operation of



airports by more than one municipality under joint agreement. The operating authority of Spokane Airports is the Spokane Airport Board, consisting of seven appointees from the two governmental bodies.

Proposal Information Form follows



Attachment A

Spokane International Airport

Sealed Request for Proposals (RFP)

for

UNIFORM & MISCELLANEOUS SERVICES

PROPOSAL INFORMATION FORM

Name of Proposing Firm:	Contact Individual's Name:	
Address of Contact Individual:		
Phone Number of Contact Individual:	E-mail Address of Contact Individual:	
Priorie Number of Contact individual.	E-mail Address of Contact mulvidual.	
State of Washington UBI Number:		
Receipt is hereby acknowledged of Addenda	No(s).:	
OFFICIAL AUTHORIZED TO SIGN FOR PROPOS		
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct":		
Signature:	Date:	
Print Name and Title	Location or Place Executed: (Airport, State)	



SCHEDULE OF FEES

1. GENERAL:

- 1.1. The fees stated includes all costs associated with the performance of the services specified, including materials, supervision, labor, transportation, and related costs. Any cost not mentioned here or listed below should be factored into the price of the items. No additional charges shall be allowed. For rental or purchase, the price for each garment shall include, but shall not be limited to, all costs for the following:
 - 1.1.1. Oversized garments
 - 1.1.2. Emblems, embroidery or for attachment of same
 - 1.1.3. Make-up on upgrades to uniforms
 - 1.1.4. No minimum bulk billing or auto replacement charges
 - 1.1.5. Repairs or alterations
 - 1.1.6. Cost for disposal of laundering waste
- 1.2. The Airport is <u>not</u> exempt from sales, use and federal excise taxes on these products and/or services.
- 1.3. Fees stated shall be firm for the initial two (2) years of this Agreement. Requests for price adjustment thereafter shall follow requirements specified in Paragraph IV, Option Renewal Period Price Adjustment.

2. FFFS:

2.1. Rental Pricing. The rental fees for renting and cleaning uniforms, mats and other services is set forth below.

(Note: Quantities listed are an estimate and are expected to vary)

	Description	Rental Price per Item	Approx. Quantity	Total Price
1	Coverall, Action Back, Postman Blue, size 40 - 60	\$	160	\$
2	Coverall, 100% Cotton, Postman Blue, size 40 - 60	\$	100	\$
3	Laundry Bag	\$	14	\$
4	Laundry Bag Stand	\$	5	\$
5	3X10 Mat, Charcoal (8) Red (2)	\$	10	\$
6	3X5 Mat, Charcoal (26) Red (10)	\$	26	\$
7	Spokane International Airport 3x10 B	\$	2	\$
8	Pillow Slip Total	\$	24	\$
9	Sheet Twin, White Total	\$	24	\$



Description		Rental Price per Item	Approx. Quantity	Total Price
10	Thermal Blanket, White Total	\$	10	\$
11	18 Microfiber Dust Mop Total	\$	10	\$
12	18 Microfiber Wet Mop Total	\$	10	\$
13	36" Dust Mop Untreated Total	\$	4	\$
14	42" Dust Mop Untreated Total	\$	4	\$
15	Shop Towel, Green Total	\$	740	\$
16	Classic Cotton Bar Towel, Yellow Total	\$	50	\$
17	Windshield Towel, Blue Total	\$	180	\$
Total (not including WSST)				\$

3. WARRANTY

3.1. Selected Respondent warrants that all products provided by Selected Respondent pursuant to this Agreement shall be free of defects, shall meet the specifications set forth in this Agreement, and shall be fit and suitable for the purposes for which they are intended. This warranty shall be without limitation.

Note: This Proposal Information Form must be completed and submitted as part of your Proposal.

End of Proposal Information Form



UNIFORM & MISCELLANEOUS RENTAL SERVICES

VENDOR CONTRACT

BETWEEN

SPOKANE AIRPORT

AND

[Company]

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VENDOR CONTRACT

THIS VENDOR CONTRACT made and entered into this 14th day of June, 2018, by and between SPOKANE AIRPORT, by and through its AIRPORT BOARD, created pursuant to the provisions of Section 14.08.200 of the Revised Code of Washington, as a joint operation of the City and County of Spokane, municipal corporations of the State of Washington, hereinafter referred to as "Airport" and [Company], a Corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Vendor;

WITNESSETH

WHEREAS, the Airport Board is the administrator and operator of SPOKANE INTERNATIONAL AIRPORT, AIRPORT BUISNESS PARK AND FELTS FIELD hereinafter referred to as "SIA/ABP/FF", located in the City and County of Spokane, State of Washington, and is authorized to enter into contracts for goods and services and to grant leases for real property and premises at SIA for the promotion, accommodation and development of commerce, commercial and general aviation air transportation; and

WHEREAS, the parties hereto desire to enter into a Vendor Contract, hereinafter referred to as "Contract", granting the Vendor the use, together with others, of SIA and its appurtenances for the purpose of providing Uniform & Miscellaneous Rental Services for the Airport.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto agree for themselves, their successors and assigns as follows effective October 1, 2020:

1. TERM

The term of this Contract shall be two (2) years commencing October 1, 2020 and expiring on October 1, 2022. The Airport shall have the option to renew this Contract for two (2) additional one (1) year term, providing that the work performed under this Contract has been fully satisfactory as determined solely by the Airport. Such option shall be under the same terms and conditions contained herein except for the financial consideration and scope of work, which may be renegotiated as set forth in Article 2 - FEES, Paragraph B. Said option may be exercised by written notice from the Airport to the Vendor not later than one hundred and twenty (120) days prior to the expiration of the current term.

2. <u>FEES</u>

- A. Prices quoted per Attachment B attached hereto and made a part hereof, shall be firm for the first one (1) year of the Contract. The price changes for the second and third year shall not exceed provable changes in expenses for materials by the Vendor. Ninety (90) days prior to the expiration of each Contract year, Vendor shall provide the Airport with the proposed prices for the new Contract year.
- B. If the Airport exercises the option to renew, acceptance of a price change for said services will be contingent upon renegotiation between the parties. If mutual agreement has not been achieved within ninety (90) days prior to the expiration of the current term, said option will be null and void. Agreement on any price change shall remain firm for the option year.

3. <u>SCOPE OF WORK</u>

All work will be accomplished per Attachment A attached hereto and made a part hereof.

4. <u>RELATIONSHIP OF THE PARTIES</u>

The parties intend that an independent vendor relationship will be created by this Contract. The Airport is interested only in the results to be achieved, and the conduct and control of all services or work will lie solely with the vendor. No agent, employee, servant or otherwise of the vendor shall be or shall be deemed to be an employee, agent, servant or otherwise of the Airport for any purpose, and the employees of the vendor are not entitled to any of the benefits that the Airport provides for its employees. The vendor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, sub-vendors, or otherwise during the performance of this Contract. In the performance of the services herein contemplated, the Vendor is an independent Vendor with the authority to control and direct the performance and details of the work, the Airport being interested only in the results obtained; however, the work contemplated herein must meet the approval of the Airport pursuant to the provisions of the proposal under which the services and work were let to the Vendor.

5. VENDOR'S RIGHTS AND OBLIGATIONS

The parties hereto covenant and agree as follows:

- A. Personnel performing services at SIA shall be neat, clean and courteous. Vendor shall not permit its agents, servants or employees to conduct business or otherwise act in a loud, noisy, boisterous, offensive or objectionable manner.
- B. Emergency calls from the Airport require Vendor to deliver within four (4) hours. Vendor must provide SIA with afterhours emergency contact phone numbers. Failure to respond as noted may result in a notice to Contractor of non-performance.
- C. Vendor shall observe and comply with any and all applicable Airport, federal, state and local laws, statutes, ordinance and regulations and shall abide by and be subject to all reasonable rules and regulations which are now, or may from time to time, be promulgated by any federal, state or local government or agency thereof.
- D. Vendor shall be responsible for all its expenses in connection with its operation at SIA and the rights and privileges herein granted, including without limitation by reason of enumeration, taxes, permit fees, license fees and assessments lawfully levied or assessed upon the Vendor, and secure all such permits and licenses as may be lawfully required.
- E. To the extent of its capabilities, Vendor agrees to cooperate with the Airport and/or any other Vendor in dealing with aircraft or related emergencies at SIA.
- F. All vehicles shall display signs on both exterior sides of the vehicle doors identifying Vendor's business. Signs shall be no smaller than 8-1/2" by 11."

6. SECURITY

A. Vendor recognizes its obligations for security on SIA as prescribed by 49 CFR Part 1542, and agrees to employ such measures as are necessary to prevent or deter the unauthorized

access of persons or vehicles into the secure area of SIA. Vendor shall comply with Transportation Security Regulation Part 1542 (Airport Security) and Airport security policies as presently outlined in its Airport Security Plan, as such Plan may be amended from time to time. Vendor shall pay any forfeitures or fines levied upon it, the Airport or SIA through enforcement of Transportation Security Regulation Part 1542, or any other applicable federal, state or local regulation, due to the acts or omissions of Vendor, its employees, agents, suppliers, invitees or guests and for any attorney fees or related costs paid by the Airport as a result of any such violation.

- B. Vendor shall abide by rules and regulations adopted by the Airport in carrying out the Airport's obligations under Aviation Security Regulations and Directives for the proper identification of persons and vehicles entering the aircraft operations area and other security measures as the Airport deems necessary from time to time. Vendor shall obtain SIA identification badges for all personnel working in restricted areas, which will require each worker to complete the SIA ID Card Application Form, available from the SIA Police. The applicant must submit his/her fingerprints for a criminal history check, for which the current cost is \$60.00. Vendor shall also pay a \$40.00 fee for the issuance of a new badge and the renewal of each ID Badge. The cost shall be the responsibility of the Vendor. The cost may be amended by the Airport from time to time. The Vendor shall deliver to the SIA Police Department in writing the names, mailing addresses and telephone numbers of all employees performing services under this Contract. Any change in personnel shall be reported to the Airport and the SIA Police Department. The Vendor shall be responsible for the prompt recovery of Airport keys and security identification badges.
- C. Pursuant to applicable federal regulations, Vendor shall conduct an annual self-audit of Airport access media, such as keys and access cards, used by Vendor, its employees, agents, suppliers, invitees, sub-Vendors or guests. Vendor shall provide the Airport with a written report of said audits and shall replace, reset or re-key, as appropriate, all affected Airport area access locks or devices whenever missing, lost, or stolen access media exceed five (5) percent of the access media issued for the affected lock or device.
- D. The Vendor will comply with rules, practices, security restrictions and regulations as set forth by the Airport or any agency having jurisdiction at SIA. Any fines assessed against the Airport as a result of the Vendor's failure to comply with the provisions of this paragraph or other intentional or negligent acts or omissions of Vendor, its employees or agents will be paid promptly, upon demand, to the Airport by the Vendor.
- E. All employees assigned by the Vendor shall be physically able to do their assigned work. The Airport shall have complete control over granting, denying, withholding or terminating security clearance for said employees. Clearance is required for all employees upon being hired or assigned to SIA. Vendor shall not permit any employee to begin work until SIA Police grants clearance to each individual employee.
- F. Vendor employees shall identify, challenge, and report all unauthorized personnel (anyone without proper SIA-issued identification) to SIA Police Department in the SIA Terminal during all hours. NOTE: SIA Police are in the Terminal twenty-four (24) hours per day, seven (7) days per week.

INDEMNITY AND WAIVER OF DAMAGES

- A. The Vendor shall indemnify, hold harmless and defend the Airport, the City and County of Spokane, their elected and appointed officials, agents, employees and representatives from and against any and all claims and actions, demands, damages, civil penalties, charges, judgments, losses, liabilities of any character or kind and other legal actions and proceedings of whatever nature, including reasonable attorney's fees (including fees to establish the right to indemnification) resulting from, arising out of, related to, or caused by Vendor's or Sub Vendor's conduct of business or from any activity or other things done, permitted, or suffered by Vendor in, or about the Premises or SIA or other act or failure to act, excluding only claims or actions arising out of the sole negligence of the Airport, the City and County of Spokane, their elected and appointed officials, agents and employees, provided that the Airport shall give the Vendor prompt and reasonable notice of any such claim or actions made or filed against it.
- B. Vendor hereby agrees to release and hold harmless the Airport, the City and County of Spokane, its elected and appointed officials, agents and employees, from any damages to the Vendor caused by noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on SIA; and the Vendor does hereby fully waive, remise and release any right or cause of action which it may now have or which it may have in the future against the Airport, its successors and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused or may have been caused by the operation at or on SIA. The above exception shall not limit a cause of action against other persons or entities, including licensees, concessionaires or aircraft operators.
- C. Vendor further agrees to hold the Airport, the City and County of Spokane, their agents, officials and employees free and harmless for any claims arising out of the damage, destruction or loss of any or all of Vendor's equipment excluding any claims arising out of the sole negligence of the Airport, the City and County of Spokane, their elected officials, agents and employees.

8. INSURANCE

The Vendor shall, at its own cost and expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below, and insurance shall be placed with companies or underwriters authorized to issue said insurance in the State of Washington and carry a Best's rating no lower than A-. Failure to obtain and maintain such insurance shall constitute a default under this Agreement. The insurance policy(ies) shall be the standard comprehensive insurance coverage, with aircraft exclusions deleted, to cover all operations of the Vendor. The policy(ies) shall include, but not by way of limitation, bodily injury; property damage; automobile including owned, non-owned, leased and hired; and contractual coverage, including the obligations pursuant to https://example.com/Article 7-INDEMNITY AND WAIVER OF DAMAGES, herein. The Airport, the City and County of Spokane, their elected and appointed officials, agents and employees shall be named as additional insureds with respect to the Vendor's use of SIA and the Premises which are the subject of this Agreement. The Vendor's insurance shall be primary and non-contributory with any insurance maintained by the additional insureds. Vendor shall promptly upon execution of this Agreement, furnish to the

Airport appropriate certificates of insurance and additional insured endorsements evidencing coverage affected and to be maintained for the term of this Agreement. The coverage shall not be less than Five Million Dollars (\$5,000,000), combined single limit with an annual aggregate coverage of Five Million Dollars (\$5,000,000). The automobile coverage shall not be less than Five Million Dollars (\$5,000,000) for owned, non-owned and hired automobiles. The Vendor's insurance policies shall be endorsed so that the insurance carrier will provide the Airport with at least thirty (30) days notification prior to cancellation or material change. Such notice of cancellation or material change shall be mailed to the Airport by certified mail. Where any policy(ies) has/have normal expirations during the term of this Agreement, written evidence of renewal shall be furnished to the Airport at least thirty (30) days prior to such expiration. Upon written request by the Airport, Vendor shall permit the Airport to inspect the originals of all applicable policies. The Vendor's insurance identified in this Article 8 shall include a waiver of subrogation in favor of the additional insured. This Article 8 – INSURANCE, shall be subject to periodic adjustments by the Airport.

9. <u>FORCE MAJEURE</u>

Neither the Airport or Vendor shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the others employees and agents.

10. NON-PERFORMANCE

- A. Vendor shall perform all work to the satisfaction of the Airport, who shall have the right of inspection at all times and who's appraisal and acceptance of the work shall be a precedent to any payment made by the Airport under this Contract.
- B. In the event of any dispute regarding employee(s), or scope of work required under this Contract, the decision and judgment of the Airport shall be final and binding.

11. CANCELLATION OF CONTRACT

This Contract shall be subject to cancellation by the Airport upon thirty (30) days advance written notice should Vendor fail to perform the services as outlined in the Scope of Work and as agreed to in the Proposal submitted by Vendor.

12. ADVERTISING AND SIGNS

Vendor shall have the right, at its own expense to utilize and maintain signs for the purpose of identification and cautionary notifications. Any signage shall be of professional quality and prior to utilization of such signage, the Vendor shall obtain the approval of the Airport. The right to utilize identification signs or cautionary signs for information to the traveling public shall be at a location, in the number and type, size and design approved in writing by the Airport. In the event the signs are removed and not replaced, Vendor shall repair the area to its normal appearance. To the extent that Vendor uses any electronic medium for identification and/or advertising which includes any reference to Vendor's relationship with SIA, Airport shall have the right to review and approve the same.

13. LEGAL CLAIMS AND ATTORNEY FEES

- A. Each party hereto shall promptly report to the other any claim or suit against it arising out of or in connection with the Vendor's operation at SIA. The Airport and Vendor shall each have the right to compromise and defend the same to the extent of its own interest; provided the defense of the same has not been tendered and accepted by the other party. The Vendor is an independent Vendor in every respect, and not the agent of the Airport.
- B. In the event either party requires the services of an attorney in connection with enforcing the terms of this Contract, during the term or after the expiration thereof, or in the event suit is brought for the recovery of any fees or other sum or charges otherwise payable by Vendor or Airport, the prevailing party will be entitled to reasonable attorneys' fees, consultants' fees, witness fees and other costs, both at trial and on appeal. For purposes of calculating attorneys' fees, legal services rendered on behalf of the Airport by public attorneys shall be computed at hourly rates charged by attorneys of comparable experience in private practice in Spokane, Washington.

14. ANTI-KICKBACK

No officer or employee of the Airport, having the power or duty to perform an official act or action related to this Contract shall have or acquire any interest in the Contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Contract.

15. GOVERNMENT RESERVATIONS AND RESTRICTIONS

The rights granted by this Contract shall be subject to all enforced reservations and restrictions, including but not limited to, the following:

- A. It is understood and agreed to by Vendor that nothing herein contained shall be construed to grant or authorize the granting of any exclusive right forbidden by the Airport Development Act, 49 U.S.C., 47101, et seq., and Section 308 of the Federal Aviation Act of 1958 and as amended.
- B. During time of war or national emergency, the Airport shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use and, if such Contract is executed, the provisions of this Contract insofar as they are inconsistent with the provisions of the agreement or lease with the Government, shall be suspended.
- C. This Contract shall be subject to the terms of any sponsor's assurances and agreements now required or imposed in the future, between the Airport and the Federal Aviation Administration or any successor Federal agency.
- D. This Contract shall be subordinate to the provisions of any existing or future agreement between the United States Government and the Airport relative to the operation or maintenance of SIA, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of SIA, by the provisions of the Airport Improvement Program, and as the program may be amended, or any other federal act, deed, grant agreement or program affecting the operation, maintenance of SIA now or in the future; provided however, that the Airport shall, to the extent permitted by law, use its best efforts to

cause any such agreements to include provisions protecting and preserving the rights of Vendor in and to the Premises and improvements thereon. Failure of Vendor to comply with the requirements of any existing or future agreement between the Airport and the United States Government, which failure shall continue after reasonable notice to make appropriate corrections, shall be cause for immediate termination of Vendor's rights hereunder.

16. CONTRACT SUBORDINATE TO BOND ORDINANCE

This Contract and all rights of the Vendor hereunder are expressly subordinated and subject to the lien and provisions of any pledge or assignment made by the Airport, the City of Spokane or County of Spokane to secure any bonds authorized by law to be issued for the development or improvement of SIA, and the Airport and the Vendor agree that the holders of the said Bonds shall possess, enjoy and may exercise all rights of the Airport hereunder to the extent such possession, enjoyment and exercise are necessary to ensure compliance by Vendor and the Airport with the term and provisions of the bond covenants.

17. <u>TITLE VI ASSURANCES</u>

During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

- A. Compliance with Regulations: Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.
- B. Nondiscrimination: The Consultant, with regard to the work performed by them during the Contract shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation of Subcontracts Including the Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the obligations under this Contract and the Regulations relative to nondiscrimination.
- D. Information and Reports: The Consultant, and all subcontractors and suppliers of the Consultant, shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Airport or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so

certify to the Airport or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Consultant's non-compliance with the nondiscrimination provisions of this Contract, the Airport shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to withholding of payments to Consultant until Consultant complies, and/or cancellation, termination, or suspension of the agreement in whole or in part.

18. MAINTENANCE OF RECORDS

Consultant shall make available to the Airport's auditor, or his fully authorized representative, all records created as a result of the Contract including pertinent information which Consultant shall have kept in conjunction with this Contract and which the Airport may be required by law to include or make part of its auditing procedures, or which may be required for the purpose of funding the service contracted for herein. Consultant agrees to maintain a copy of said records for a minimum of seven (7) years following completion of its services.

19. SEVERABILITY

If any term or provision of this Contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Contract shall not be affected thereby, but each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

20. NON-WAIVER OF BREACH

The waiving of any of the covenants of this Contract by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants. The consent by the Airport to any act by the Vendor requiring the Airport's consent shall not be deemed to waive consent to any subsequent similar act by the Vendor.

21. SUBMISSION OF CONTRACT

The submission of this document for examination and negotiation does not constitute an offer to enter into or renew a contract or agreement. This document shall become effective and binding only upon execution and delivery hereof by the Airport and Vendor. No act or omission of any officer, employee or agent of the Airport shall alter, change or modify any of the provisions hereof.

22. SURVIVAL OF INDEMNITIES

All indemnities provided in this Contract shall survive the expiration or any earlier termination of this Contract. In any litigation or proceeding within the scope of any indemnity provided in this Contract, Vendor shall, at the Airport's option, defend the Airport at Vendor's expense by counsel satisfactory to the Airport.

23. <u>APPLICABLE LAW; VENUE; WAIVER OF TRIAL BY JURY</u>

This Contract, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the laws of the State of Washington. Jurisdiction and venue for any

action on or related to the terms of this Contract shall be exclusively in either the United States District Court for the Eastern District of Washington at Spokane or the Spokane County Superior Court for the State of Washington, and the parties irrevocably consent to the personal jurisdiction of such courts over themselves for the purposes of determining such action and waive any right to assert a claim for inconvenient forum. In any action on or related to the terms of this Contract, the parties (for themselves and their successors and assigns) hereby waive any right to trial by jury and expressly consent to trial of any such action before the court.

24. NOTICES

All payments, demand and notices required herein shall be deemed to be properly served if hand delivered, or if sent by certified or registered mail, postage prepaid, to the last address previously furnished by the parties hereto. Until hereafter changed by the parties, in writing, notices shall be addressed as follows:

AIRPORT: SPOKANE AIRPORT

Operations Department

9000 W. Airport Drive, Suite 204

Spokane, WA 99224

VENDOR: Click or tap here to enter text.

Click or tap here to enter text. Click or tap here to enter text.

The date of service of such notice shall be the date such notice is deposited in a post office of the U.S. Post Office Department.

25. TIME OF ESSENCE

It is mutually agreed that time is of the essence in the performance of all covenants and conditions to be kept and performed under the terms of this Contract.

Emergency calls from the Airport require Vendor to return any calls within four (4) hours.

26. PARAGRAPH HEADINGS

Paragraph headings contained herein are for convenience in reference only and are not intended to define or limit the scope of any provision of this Contract.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the day and year first above written.

SPOKANE AIRPORT BOARD

APPROVED AS TO FORM:

Ву:		ce J. Krauter	By:	Brian M. Werst
	Chief E	xecutive Officer		General Counsel
[Com	pany]			
Sign	nature:			
	Title:			
	UBI:			
	-			
STAT	TE OF		<u>)</u> ss.	
COLI	NTV OF		,	
COO	NIY OF)	
	I certi	fy that I know or have sa	tisfactory evidence	that
is th	e person	who appeared before r	me, and said perso	n acknowledged that he/she signed this
instr	ument a	nd stated that he/she wa	as authorized to ex	ecute the instrument and acknowledged
it as	the (Title	<u>=</u>)	of (Firm N	lame)
to b	e the fro	ee and voluntary act of	such party for th	e uses and purposes mentioned in the
instr	ument.			
	Dated	l:		
			Notary Publi	c:
			Print Nam	e:
		My	Commission Expire	 S:
		,	•	

ATTACHMENT A SCOPE OF WORK

The following Services shall be provided under a contract awarded as a result of this RFP:

1. General:

- 1.1. The selected Respondent shall be responsible for providing high quality services and contract maintenance.
- 1.2. Selected Respondents' are advised to familiarize themselves with the Airport's standard Vendor Contract, and be prepared to accept without modification the terms and conditions contained therein. The Selected Respondent will be expected to execute the Airport's Vendor Contract.
- 1.3. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.
- 2. <u>Uniform Requirements</u>: The following relates to the general specifications for the types of uniforms to be issued during the contract period. Samples of the proposed uniforms shall be submitted with your proposal.
 - 2.1. Following is a listing of the types of uniforms to be proposed.
 - 2.1.1. Coveralls poly/cotton blend, Postman Blue, long sleeves
 - 2.1.2. Coveralls 100% cotton, Postman Blue, long sleeves
 - 2.2. Each garment is to be identified with a tracking coding tape, which identifies the uniforms to the employee to ensure the garments are returned to the respective employee after each cleaning.

2.3. Emblems:

- 2.3.1. All coveralls shall have two (2) embroidered identification emblems. One with "SPOKANE INTERNATIONAL AIRPORT" and the Airport logo. The other with the employee's first name. Emblems are to be color coordinated with the uniform color and the name label shall be 1 ½" x 3 ½" and the "SPOKANE INTERNATIONAL AIRPORT" emblems shall be 2 ½" x 4 ½". The application of the emblems shall be completed initially and as may be required throughout the contract at no additional charge to the Airport. Placement of emblems shall be at the discretion of the Airport.
- 2.3.2. Selected Respondent shall supply and monitor all patches and emblems and automatically replace them when they become faded or when detached around edges.
- 2.4. Cleaning/Laundering All uniforms must be washed in full accordance with the State of Washington requirements governing commercial and industrial laundries. All uniforms must be laundered using detergents or cleaners that leave the garment odor free. Uniforms which retain an offensive smell or residual odor after laundering will not be acceptable.

- 2.5. Servicing Requirements Listed below are the minimum service requirements to be proposed. Should you have additional services (Value Added Services) you feel would be of benefit to the Airport, please provide information and pertinent costs.
 - 2.5.1. The Selected Respondent shall:
 - 2.5.1.1. Maintain uniforms that consistently meet professional standards by furnishing clean, mended, and pressed garments.
 - 2.5.1.2. Furnish new uniforms for the initial set up and outfitting of employees. In all instances, "Like-New" uniforms are not acceptable. New uniforms shall be delivered within sixty (60) days after execution of this Agreement.
 - 2.5.1.3. Allow employees one size change per year at no cost to the Airport.
 - 2.5.1.4. Be responsible for all required repairs as may be detected during the cleaning and garment quality process or as requested by the Airport to include:
 - 2.5.1.4.1. Replacement of buttons and repairing all rips. PATCHING DAMAGED AREAS WILL NOT BE ACCEPTABLE. Damages due to work related activities, such as burn holes from welding, heavy soiling from painting, rips and tears from work material snags or equipment will not be considered as willful abuse and will be repaired by the Selected Respondent. The interpretation and definition of reasonable condition, as used herein, shall be unconditionally that of the Airport and the Selected Respondent shall unconditionally accept said interpretations.
 - 2.5.1.4.2. In the event a garment is not repairable, the Selected Respondent is responsible for replacing with a new garment within seven (7) business days at no cost to the Airport. In all instances, "Like-New" uniforms are not acceptable.
 - 2.5.1.5. Provide a clear and simple system to document and address new requirements, complaints, problems, requests, etc. which is reviewed and acknowledged on the service day and rectified accordingly by the Selected Respondent. The Airport maintains its right to review and approve the system prior to implementation.
 - 2.5.1.6. Be responsible for all inventory counts of outgoing and incoming items to designated locations. The Airport reserves the right to add or delete service locations at any time during the contract period.
 - 2.5.1.7. Furnish an adequate inventory of items that require weekly changes and to provide for new employees and upgrades. Employee shall need approximately five (5) uniform changes per week, for most employees.
 - 2.5.1.8. Provide delivery at approximately the same time and day on a weekly schedule to each participating group. Location and personnel changes shall be at the discretion of Airport and shall be made with verbal notification to the Selected Respondent by an Airport designee. Delivery shall initially be

required at approximately nine (9) separate work areas of Airport, however the Airport shall have the right to add or subtract work areas as needed during the duration of the Agreement.

- 2.6. Upon award, an authorized official representative shall visit each service location with an Airport representative to gain a precise uniform measurement of each individual employee. The Selected Respondent shall also have on display, at the time of measurements, the various uniform style options selected by the Airport. The Airport and the Selected Respondent shall schedule a timeframe to accomplish this task.
- 2.7. The Selected Respondent acknowledges:
 - 2.7.1. If a garment has been lost by the Selected Respondent, replacement of missing garments shall be replaced at any time during the contract period at no cost to the Airport.
 - 2.7.2. All items furnished on a rental basis shall remain the property of the Selected Respondent throughout the term of this Agreement.
- 3. <u>Mats and Miscellaneous Requirements</u>: Selected Respondent will be responsible for servicing the following items. A complete listing is provided in Attachment A.

3.1. Mats:

- 3.1.1. The Selected Respondent shall ensure clean, fresh-looking floor mats approved by Airport, in good condition, in specified sizes, and the same color throughout the Airport. Mats having substandard elasticity or having lost any aspect of its integrity; mats having more than two (2) burn marks exceeding a 1/4" in diameter; or mats having more than two (2) rubber chunks absent from the border measuring larger than a 1/4" in diameter shall not be acceptable. Larger mats cut in half or reduced in size in this manner shall also be rejected.
- 3.1.2. The Selected Respondent shall, on a weekly basis, deliver and distribute clean floor mats, and remove soiled mats. Additional locations may be added during the term of this Agreement and shall be subject to the same pricing as comparable products included in the initial agreement.

3.2. Miscellaneous:

- 3.2.1. Towels and mops as described in the schedule of fees weekly basis rental and replacement
- 3.2.2. Laundry bag with stand weekly basis rental and replacement
- 3.2.3. Twin size sheets, pillow cases and blankets, weekly basis rental and replacement.
- 3.2.4. Section 2.4 and 2.5 of the Scope of Work applies to these items, except where not applicable.
- 4. <u>Invoicing</u>: The Selected Respondent will invoice the Airport on a monthly basis, with a separate invoice for each department/division for each. Invoice shall indicate: name of department, and number of sets delivered.
 - 4.1. Vacation credits shall be issued as a whole and will cover uniform rental charges only. The vacation credits will be issued semi-annually as follows: one (1) week in the month April; and one (1) week in the month of September.

4.2. The Airport shall also be afforded credit for extended employee leave of absences as follows: After an employee has been on leave for 21 calendar days, the Selected Respondent shall bill at a reduced rate of 50%.

5. **Customer Satisfaction**:

- 5.1. Selected Respondent shall provide a customer service representative that shall be available to the Airport designee to resolve problems on a daily basis. Selected Respondent representative shall always handle the Airport's account and shall be empowered to monitor the Airport's account, track all customer service requests, and solve problems as they occur. Selected Respondent's customer service representative shall have direct communication with the route driver (pager or cell-phone) to provide immediate resolution to complaints.
- 6. <u>Agreement Transfer</u>: On expiration of Agreement, the Airport and the Selected Respondent shall conduct joint physical inventory of all clean and soiled rental items at the Airport. Inventory shall be used to make final reconciliation of lost or damaged rental items. Final payments shall be withheld until the Airport and the Selected Respondent come to a mutually acceptable final billing statement. Rental items not removed from the Airport location after thirty (30) days of Agreement expiration shall be disposed at the sole discretion of the Airport.
- 7. <u>Samples</u>: Upon request by the designated the Airport Official, Selected Respondent shall provide samples of all materials intended for use.

ATTACHMENT B PRICING

	Description	Rental Price per Item
1	Coverall, Action Back, Postman Blue, size 40 - 60	\$
2	Coverall, 100% Cotton, Postman Blue, size 40 - 60	\$
3	Laundry Bag	\$
4	Laundry Bag Stand	\$
5	3X10 Mat, Charcoal (8) Red (2)	\$
6	3X5 Mat, Charcoal (26) Red (10)	\$
7	Spokane International Airport 3x10 B	\$
8	Pillow Slip Total	\$
9	Sheet Twin, White Total	\$
10	Thermal Blanket, White Total	\$
11	18 Microfiber Dust Mop Total	\$
12	18 Microfiber Wet Mop Total	\$
13	36" Dust Mop Untreated Total	\$
14	42" Dust Mop Untreated Total	\$
15	Shop Towel, Green Total	\$
16	Classic Cotton Bar Towel, Yellow Total	\$
17	Windshield Towel, Blue Total	\$