



KingCounty

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

CNK-ES-0340  
3<sup>rd</sup> Floor  
401 5<sup>th</sup> Avenue  
SEATTLE, WA 98104

206-263-9400 Ph  
206-296-7676 Fax  
TTY Relay: 771  
[www.kingcounty.gov](http://www.kingcounty.gov)

**SHIP TO:**

KC DES FBOD PCSS GOODS AND SERVICES  
401 5TH AVE, CNK-ES-0340  
SEATTLE, WA 98104

**CONTRACTOR:**

EXCEL GLOVES & SAFETY SUPPLIES  
6808 26TH ST E STE 102

FIFE, WA 98424 United States  
Fax: (253) 8961208

**BILL TO:**

KC DES FBOD ACCOUNTS PAYABLES  
401 5TH AVE, CNK-ES-0320  
SEATTLE, WA 98104

**CONTRACT**

CONTRACT NO. 517023	REVISION 1	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER MICHELLE POSTE	
DATE OF REVISION 24-FEB-2012	BUYER MICHELLE POSTE	

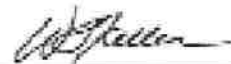
CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
4835	NET30DAYS	Paid	DESTINATION	UPS	Telephone: (253) 896-1195

**DESCRIPTION**

Change Order #1 (2/1/12)

\*\*\*

This change order is issued to accept price increase effective February 1, 2012, incorporated by reference as if fully set forth herein.

  
Authorized Signature



**King County**

**Finance and  
Business Operations Division**  
Procurement and Contract Services Section  
Department of Executive Services  
CNK-ES-0340  
401 Fifth Avenue, 3rd Floor  
Seattle, WA 98104-1818  
(206) 263-9400

**PURCHASE ORDER**

NO. B22741B

THIS ORDER NUMBER MUST APPEAR ON ALL  
INVOICES, PACKING SLIPS, PACKAGES, ETC.

PURCHASE ORDER DATE  
08/01/10

DELIVERY DATE

BID NUMBER  
1137-10

REQUISITION NUMBER  
M40221M

VENDOR NAME AND ADDRESS

VENDOR NO.  
112567

BILL TO IN DUPLICATE "SHIP TO" ADDRESS  
UNLESS OTHERWISE NOTED

EXCEL GLOVES & SAFETY SUPPLIES, INC.  
6808 - 26TH ST E, STE 102

FIFE

WA 98424

MARIAN HONEYSUCKLE

K.C. DEPT. OF TRANSPORTATION, ER&R  
155 MONROE AVE N.E., MS: RSD-TR-0155  
RENTON WA 98056

CONTACT IRENE REYES  
TEL. NO. 253/896-1195

TERMS NET 30 DAYS

F.O.B. POINT

SHIP VIA

DESTINATION

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			<p>TERM PURCHASE AGREEMENT</p> <p>GLOVES, WORK: CANVAS, LTHR</p> <p>TERMS:</p> <p>CHANGE ORDER #3 (07/19/11)</p> <p>***</p> <p>THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT TO FURNISH WORK GLOVE AS REQUESTED BY AUTHORIZED KING COUNTY DEPARTMENT OF TRANSPORTATION, ER&amp;R PERSONNEL, DURING THE PERIOD AUGUST 1, 2011 THROUG JULY 31, 2015.</p> <p>***</p> <p>ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.</p> <p>***</p> <p>ESTIMATED ANNUAL CONTRACT VALUE \$30,000.00</p> <p>***</p> <p>THIS PURCHASE ORDER B22741B EXPIRES ON 12/31/11 AND PURCHASE ORDER NUMBER 517023 IS BEING ISSUED AS A REPLACEMENT/CONTINUATION PURCHASE ORDER WHICH BECOMES EFFECTIVE JANUARY 1, 2012. ALL INVOICES MUST REFLECT THE NEW PURCHASE ORDER NUMBER 517023 WHEN SUBMITTING FOR PAYMENT STARTING JANUARY 1, 2012 ALL TERMS AND CONDITIONS OF THE SOLICITATION AND RESULTANT PURCHASE ORDER BEING REPLACED REMAIN UNCHANGED.</p> <p><i>Oracle # 517023</i></p>		

LINE	P.O. NO. & SUFFIX	ARMS CODING BLOCK					AMOUNT	SUB TOTAL			
		ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.		W.S.S.T			
	B22741B	000005570	04165					FREIGHT			
								TOTAL			
								P.I.R.	AFF	A.A.W.	M.W.B.W.
								0310	0310		

BUYER MICHELLE POSTE

**NO DELIVERIES ACCEPTED  
UNLESS ACCOMPANIED BY  
PACKING SLIP OR WAYBILL.**

PURCHASING MANAGER

W.E. KELLEY

BY *M. Foster*

BY *Cathy Robinson*

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS, CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

**PURCHASING**



**King County**

**Finance and  
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Department of Executive Services  
CNK-ES-0340  
401 Fifth Avenue, 3rd Floor  
Seattle, WA 98104-1818  
(206) 263-9400

**PURCHASE ORDER**

NO. **B22741B**

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PURCHASE ORDER DATE

DELIVERY DATE

BID NUMBER

REQUISITION NUMBER

08/01/10

1137-10

M40221M

VENDOR NAME AND ADDRESS

VENDOR NO.

BILL TO IN DUPLICATE "SHIP TO" ADDRESS  
UNLESS OTHERWISE NOTED

112567

MARIAN HONEYSUCKLE

EXCEL GLOVES & SAFETY SUPPLIES, INC.  
6808 - 26TH ST E, STE 102

K.C. DEPT. OF TRANSPORTATION, ER&R  
155 MONROE AVE N.E., MS: RSD-TR-0155  
RENTON WA 98056

FIFE

WA 98424

CONTACT  
TEL. NO.

IRENE REYES

253/896-1195

TERMS

NET 30 DAYS

F.O.B. POINT

SHIP VIA

DESTINATION

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			<p>TERM PURCHASE AGREEMENT</p> <p>GLOVES, WORK: CANVAS, LTHR</p> <p>TERMS:</p> <p>CHANGE ORDER #1 (4.26.11)</p> <p>***</p> <p>THIS CHANGE ORDER IS ISSUED TO INCORPORATE PRICE REVISION EFFECTIVE MAY 1, 2011, IN ACCORDANCE WITH EXCEL GLOVES REQUEST, ATTACHED AND DATED MARCH 16, 2011.</p> <p>***</p> <p>ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.</p> <p>***</p> <p>ESTIMATED ANNUAL CONTRACT VALUE \$30,000.00</p>		

ARMS CODING BLOCK

LINE	P.O. NO. & SUFFIX	ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	AMOUNT	SUB TOTAL	
	B22741B	000005570	04165						
								W.S.S.T	
								FREIGHT	
								TOTAL	
								P.I.R.	AFF
								A.A.W.	M.W.B.W.
								0310	0310

BUYER

MICHELLE POSTE

**NO DELIVERIES ACCEPTED  
UNLESS ACCOMPANIED BY  
PACKING SLIP OR WAYBILL.**

PURCHASING MANAGER

D. R. LEACH

BY

BY

THIS PURCHASE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREON AND ANY SPECIAL PROVISIONS,  
CONDITIONS OR SPECIFICATIONS AS INVOKED IN THE BODY OF THIS PURCHASE ORDER. FEDERAL EXCISE TAX EXEMPTION CERTIFICATE  
WILL BE FURNISHED UPON REQUEST.

**PURCHASING**





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**PURCHASE ORDER**

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TERMS

NET 30 DAYS

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SHIP VIA

DESTINATION

ITEM	QUANTITY	UNIT	DESCRIPTION	PRICE	AMOUNT
			<p><b>TERM PURCHASE AGREEMENT</b></p> <p>GLOVES, WORK: CANVAS, LTHR</p> <p><b>TERMS:</b> FURNISH WORK GLOVES AS REQUESTED BY AUTHORIZED KING COUNTY DEPARTMENT OF TRANSPORTATION, ER&amp;R PERSONNEL DURING THE PERIOD AUGUST 1, 2010 THROUGH JULY 31, 2011 IN ACCORDANCE WITH KING COUNTY INVITATION TO BID 1137-10-MYP AND THE RESPONDING BID OF EXCEL GLOVES &amp; SAFETY SUPPLY, INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>*** ESTIMATED ANNUAL CONTRACT VALUE \$30,000.00</p>		

**CONFIRMING ORDER  
DO NOT DUPLICATE**

**ARMS CODING BLOCK**

LINE	P.O. NO. & SUFFIX	ORG. UNIT	ACCOUNT	TASK	OPTION	PROJECT OR WORK AUTH.	AMOUNT	SUB TOTAL	
	B22741B	000005570	04165						
								W.S.S.T	
								FREIGHT	
								<b>TOTAL</b>	
								P.I.R.	AFF
								0310	0310
								A.A.W.	M.W.B.W.

BUYER

NICHELE POSTE

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PURCHASING MANAGER

D. R. LEACH

BY

BY

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WILL BE FURNISHED UPON REQUEST.

**PURCHASING**

# King County Gloves Contract# 1137-10-MYP

Item No.	Fleet's Part#	DESCRIPTIONS	UOM	2011
1	AE-12202-L	GLOVE PVC COATED ROUGH FINISH JERSEY LINED KNIT WRIST BLACK SIZE 10 LARGE	PR	\$1.61
2	AE-12214-L	GLOVE PVC COATED, ROUGH FINISH, JERSEY LINED, 14" GAUNTLET, BLACK, SIZE 10 LARGE	PR	\$1.92
3	BM-AF300-S	GLOVE, LATEX PALM & FINGERS, STRING KNIT COTTON, ELASTIC CUFF, SIZE SMALL	PR	\$1.53
4	BM-AF300-M	GLOVE, LATEX PALM & FINGERS, STRING KNIT COTTON, ELASTIC CUFF, SIZE MEDIUM	PR	\$1.53
5	BM-AF300-L	GLOVE, LATEX PALM & FINGERS, STRING KNIT COTTON, ELASTIC CUFF, SIZE LARGE	PR	\$1.53
6	BM-AF300-XL	GLOVE, LATEX PALM & FINGERS, STRING KNIT COTTON, ELASTIC CUFF, SIZE XL	PR	\$1.53
7	PF-AF451-S	ATLAS, THERMA FIT, SIZE SMALL	PR	\$1.95
8	PF-AF451-M	ATLAS, THERMA FIT, SIZE MEDIUM	PR	\$1.95
9	PF-AF451-L	ATLAS, THERMA FIT, SIZE LARGE	PR	\$1.95
10	PF-AF451-XL	ATLAS, THERMA FIT, SIZE XLARGE	PR	\$1.95
11	PF-AF460-M	GLOVE, PVC COLD RESISTANT, INSULATED, ROUGH FINISH GAUNTLET, FLEXIBLE TO -4 DEGREES, SIZE MEDIUM	PR	\$8.08
12	PF-AF460-L	GLOVE, PVC COLD RESISTANT, INSULATED, ROUGH FINISH GAUNTLET, FLEXIBLE TO -4 DEGREES, SIZE LARGE	PR	\$8.08
13	PF-AF460-XL	GLOVE, PVC COLD RESISTANT, INSULATED, ROUGH FINISH GAUNTLET, FLEXIBLE TO -4 DEGREES, SIZE XL	PR	\$8.08
14	BM-9905PF-M	GLOVE, DISPOSABLE NITRILE, POWDER FREE, NON LATEX, 6 MIL, AMBIDEXTROUS, 50 PAIRS PER BOX, SIZE MEDIUM	PR	\$8.96
15	BM-9905PF-L	GLOVE, DISPOSABLE NITRILE, POWDER FREE, NON LATEX, 6 MIL, AMBIDEXTROUS, 50 PAIRS PER BOX, SIZE LARGE	PR	\$8.96
16	BM-9905PF-XL	GLOVE, DISPOSABLE NITRILE, POWDER FREE, NON LATEX, 6 MIL, AMBIDEXTROUS, 50 PAIRS PER BOX, SIZE XLARGE	PR	\$8.96
17	KC1938KWP-M (MJ-1961-M)	ORANGE BACK, 3M SCOTCHLITE REFLECTIVE KNUCKLE STRAP, SIZE MEDIUM	PR	\$8.72
18	KC1938KWP-L (MJ-1961-L)	ORANGE BACK, 3M SCOTCHLITE REFLECTIVE KNUCKLE STRAP, SIZE LARGE	PR	\$8.72
19	KC1938KWP-XL (MJ-1961-XL)	ORANGE BACK, 3M SCOTCHLITE REFLECTIVE KNUCKLE STRAP, SIZE XL	PR	\$8.72
20	MJ-1510B-S	GLOVE, LEATHER DRIVER, COW HIDE LEATHER, SHIRRED BACK, SIZE SMALL	PR	\$3.09
21	MJ-1510B-M	GLOVE, LEATHER DRIVER, COW HIDE LEATHER, SHIRRED BACK, SIZE MEDIUM	PR	\$3.09
22	MJ-1510B-L	GLOVE, LEATHER DRIVER, COW HIDE LEATHER, SHIRRED BACK, SIZE LARGE	PR	\$3.09
23	MJ-1510B-XL	GLOVE, LEATHER DRIVER, COW HIDE LEATHER, SHIRRED BACK, SIZE XL	PR	\$3.09
24	MF-156608-L	DURAFLOCK MICROFLEX GLOVES, 8 MIL - LARGE	BX	\$14.11
25	MF-156608-XL	DURAFLOCK MICROFLEX GLOVES, 8 MIL - XL	BX	\$14.11
26	MF-156608-XXL	DURAFLOCK MICROFLEX GLOVES, 8 MIL - XXL	BX	\$14.11

Item No.	Fleet's Part#	DESCRIPTIONS	UOM	2011
27	K17AL (PF-K17AL-LADIES)	GLOVE LINER, STRING KNIT, SEAMLESS 100% COTTON, NATURAL, SIZE LADIES	DZ	\$5.04
28	K17AL-1 (PF-K17A-MENS)	GLOVE LINER, STRING KNIT, SEAMLESS 100% COTTON, NATURAL, SIZE MENS	DZ	\$5.79
29	K18ATC (PF-WK18ATC)	GLOVE, WOOL KNIT BLACK COLOR	PR	
30	SOU103C (SG-103C)	GLOVE, COTTON CANVAS, KNIT WRIST, 10 oz, NATURAL, SIZE LADIES SMALL	PR	\$1.13
31	SOU103XJ (SG-103XJ)	GLOVE COTTON CANVAS, KNIT WRIST, 12 oz, NATURAL, SIZE EXTRA JUMBO	PR	\$1.25
32	SOU103L (SG-103)	GLOVE COTTON CANVAS, KNIT WRIST, 12 oz, NATURAL, SIZE LARGE	PR	\$1.23
33	SOUUPD103 (SG-UPD103)	GLOVE COTTON CANVAS, KNIT WRIST, 12 OZ NATURAL, PVC DOTS SIZE LARGE	PR	\$1.38
34	UNE015-8 (EXC-015-8)	GLOVE DISPOSABLE LATEX, HIGH RISK, POWDER FREE, 15 MIL, 50 PAIRS PER BOX, SIZE LARGE	BX	\$10.42
35	UNE015-9 (EXC-015-9)	GLOVE DISPOSABLE LATEX, HIGH RISK, POWDER FREE, 15 MIL, 50 PAIRS PER BOX, SIZE XL	BX	\$10.42
36	WLLY3101-L (SE-Y3101-L)	GLOVE LEATHER PALM (DOUBLE) FULL LEATHER INDEX FINGER, FINGER TIPS, KNUCKLE STRAP, COTTON BACK, SAFETY CUFF, SIZE LARGE	PR	\$1.39
37	WLLY3101-XL (SE-Y3101-XL)	GLOVE LEATHER PALM (DOUBLE) FULL LEATHER INDEX FINGER, FINGER TIPS, KNUCKLE STRAP, COTTON BACK, SAFETY CUFF, SIZE XL	PR	\$1.39
38	AE-47402-8	ANSELL HILITE SIZE 8	PR	\$2.42
39	AE-47402-9	ANSELL HILITE SIZE 9	PR	\$2.42
40	AE-47402-10	ANSELL HILITE SIZE 10	PR	\$2.42
41	AE-4412-10	ANSELL SNORKEL SIZE 10	PR	\$2.99
42	BM-AF300-S	ATLAS 300-SMALL	PR	\$1.53
43	3501C-8 (MJ-3501C-S)	MAJESTIC SPLIT COWHIDE - SMALL	PR	\$1.14
44	3501C-10 (MJ-3501C-L)	MAJESTIC SPLIT COWHIDE - LARGE	PR	\$1.14
45	3501C-11 (MJ-3501C-XL)	MAJESTIC SPLIT COWHIDE - XL	PR	\$1.14
46	MF-SG375-XL	MICROFLEX SAFEGRIP POWDER FREE LATEX, TEXT - XL	BX	\$13.06
47	MF-SG375-L	MICROFLEX SAFEGRIP POWDER FREE LATEX, TEXT - LARGE	BX	\$13.06
48	PF-SK19A	PF COTTON/POLY KNIT GLOVE - MENS	PR	\$0.35
49	EXC094-8 (E188)	EXCEL NITRILE POWDER FREE TEXT - LARGE	BX	\$5.80
50	EXC094-9 (E189)	EXCEL NITRILE POWDER FREE TEXT - XL	BX	\$5.80

April 26, 2011

Price increase request for King County ITB 1137-10-MYP

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Price increases allowed due to the following:

Rubber prices are up 45% per the Malaysian Rubber Exchange. Latex, Nitrile and rubber coated gloves are included in this.

Nitrile is also impacted by the increase of petroleum prices, 33.8% per the Bureau of Labor Statistics (PPI).

Cotton prices are up 56% per the Bureau of Labor Statistics (PPI).

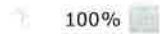
Leather prices are up 15 – 20% due to decreased raw materials in the industry, per manufacturer and industry reports.

All shipping costs associated have increased as a result. Allowable increase for shipping is 4.9% per documentation submitted by UPS.)

Documentation is attached.

of increased fuel  
prices  
per BLS, PPI

**MRB FOB NOON PRICES FOR SMR (Sen/Kg)  
AND CENTRIFUGED LATEX:LOCAL PRICE(ISO 2004) in Sen/Kg(Wet)**



**April 2011**

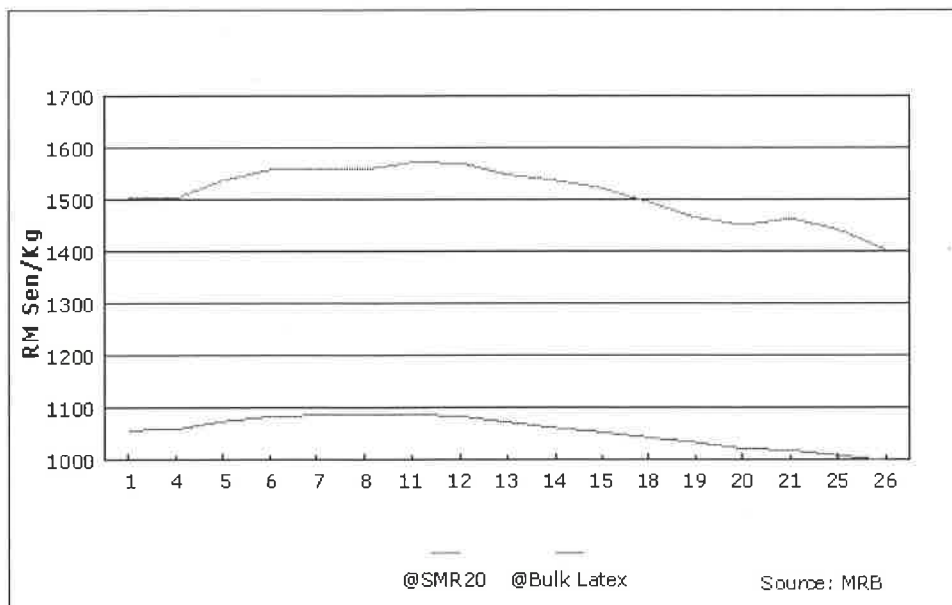
**S M R**

Date	CV	L	5	GP	10	20	Bulk Latex
1	1,726.50	1,662.00	1,532.50	1,529.50	1,507.50	1,505.50	1,057.50
4	1,729.00	1,665.50	1,529.50	1,526.50	1,504.50	1,502.50	1,060.00
5	1,746.00	1,677.00	1,564.50	1,561.50	1,539.00	1,537.00	1,075.00
6	1,761.00	1,687.50	1,585.00	1,582.00	1,559.50	1,557.50	1,084.00
7	1,763.00	1,690.00	1,585.50	1,582.50	1,560.00	1,558.00	1,087.00
8	1,760.50	1,687.00	1,585.00	1,582.00	1,559.50	1,557.50	1,087.50
11	1,776.00	1,700.00	1,599.50	1,596.50	1,574.00	1,572.00	1,087.50
12	1,775.50	1,700.50	1,598.00	1,595.00	1,572.50	1,570.50	1,084.50
13	1,766.50	1,691.00	1,575.50	1,572.50	1,550.00	1,548.00	1,073.00
14	1,758.00	1,682.50	1,565.00	1,562.00	1,539.50	1,537.50	1,062.00
15	1,753.00	1,678.50	1,549.00	1,546.00	1,524.00	1,522.00	1,054.00
18	1,742.00	1,669.00	1,522.00	1,519.00	1,497.00	1,495.00	1,043.50
19	1,724.50	1,652.00	1,492.50	1,489.50	1,468.00	1,466.00	1,034.00
20	1,716.50	1,642.50	1,477.50	1,474.50	1,453.00	1,451.00	1,022.00
21	1,721.00	1,646.00	1,490.00	1,487.00	1,465.50	1,463.50	1,019.00
25	1,713.00	1,640.00	1,469.50	1,466.50	1,445.00	1,443.00	1,009.50
26	1,699.50	1,625.50	1,430.00	1,427.00	1,406.00	1,404.00	1,000.00
<b>Avg</b>	<b>1,743.03</b>	<b>1,670.38</b>	<b>1,538.26</b>	<b>1,535.26</b>	<b>1,513.21</b>	<b>1,511.21</b>	<b>1,055.29</b>
<b>Max</b>	1,776.00	1,700.50	1,599.50	1,596.50	1,574.00	1,572.00	1,087.50
<b>Min</b>	1,699.50	1,625.50	1,430.00	1,427.00	1,406.00	1,404.00	1,000.00

No of Trading days: 17

**MRB FOB NOON PRICES FOR SMR 20 (Sen/Kg)  
AND CENTRIFUGED LATEX:LOCAL PRICE (ISO 2004) in Sen/Kg(Wet)**

**April 2011**



45.138%  
increase



**MRB FOB NOON PRICES FOR SMR (Sen/Kg)  
AND CENTRIFUGED LATEX:LOCAL PRICE(ISO 2004) in Sen/Kg(Wet)**



100%

August 2010

S M R

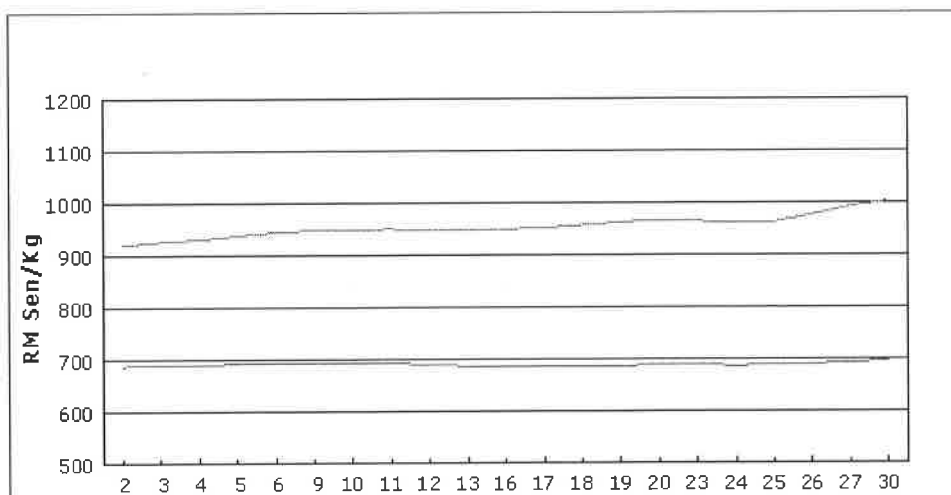
Bulk  
Latex

Date	CV	L	5	GP	10	20	Bulk Latex
2	1,160.50	1,098.50	942.00	939.00	923.00	921.00	689.00
3	1,163.00	1,100.00	948.50	945.50	929.00	927.00	691.50
4	1,161.00	1,098.50	953.00	950.00	933.50	931.50	692.00
5	1,157.50	1,098.50	960.00	957.00	940.50	938.50	693.00
6	1,156.50	1,099.50	967.00	964.00	947.50	945.50	693.50
9	1,155.50	1,099.00	969.50	966.50	950.00	948.00	695.00
10	1,154.50	1,099.50	971.50	968.50	952.00	950.00	695.50
11	1,152.00	1,098.50	972.50	969.50	953.00	951.00	694.50
12	1,147.50	1,096.50	970.00	967.00	950.50	948.50	690.50
13	1,146.50	1,094.00	969.00	966.00	949.50	947.50	688.50
16	1,147.00	1,092.00	971.50	968.50	952.00	950.00	686.50
17	1,149.50	1,092.00	973.50	970.50	954.00	952.00	686.00
18	1,149.50	1,093.00	979.00	976.00	959.50	957.50	687.00
19	1,150.50	1,094.00	984.50	981.50	965.00	963.00	688.50
20	1,150.50	1,095.00	988.50	985.50	969.00	967.00	690.00
23	1,149.00	1,095.50	986.50	983.50	967.00	965.00	689.50
24	1,147.00	1,092.00	984.50	981.50	965.00	963.00	689.00
25	1,146.00	1,089.50	985.00	982.00	965.50	963.50	689.50
26	1,149.00	1,092.00	999.50	996.50	979.50	977.50	691.00
27	1,154.00	1,098.50	1,015.00	1,012.00	995.00	993.00	695.00
30	1,157.00	1,101.00	1,025.50	1,022.50	1,005.50	1,003.50	697.00
<b>Avg</b>	<b>1,152.55</b>	<b>1,096.05</b>	<b>976.95</b>	<b>973.95</b>	<b>957.40</b>	<b>955.40</b>	<b>691.05</b>
<b>Max</b>	<b>1,163.00</b>	<b>1,101.00</b>	<b>1,025.50</b>	<b>1,022.50</b>	<b>1,005.50</b>	<b>1,003.50</b>	<b>697.00</b>
<b>Min</b>	<b>1,146.00</b>	<b>1,089.50</b>	<b>942.00</b>	<b>939.00</b>	<b>923.00</b>	<b>921.00</b>	<b>686.00</b>

No of Trading days: 21

**MRB FOB NOON PRICES FOR SMR 20 (Sen/Kg)  
AND CENTRIFUGED LATEX:LOCAL PRICE (ISO 2004) in Sen/Kg(Wet)**

August 2010



*What is the increase  
amt.*

January 31<sup>st</sup> 2011

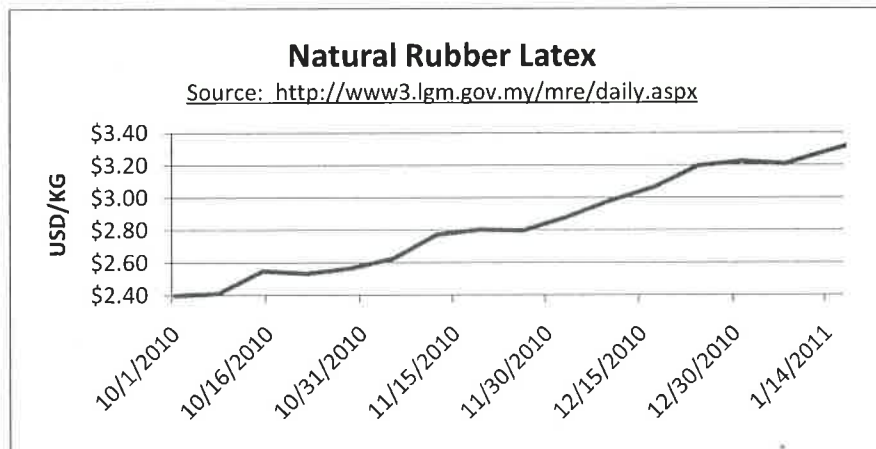
Re: 2011 Price Notification

Dear Valued Customer,

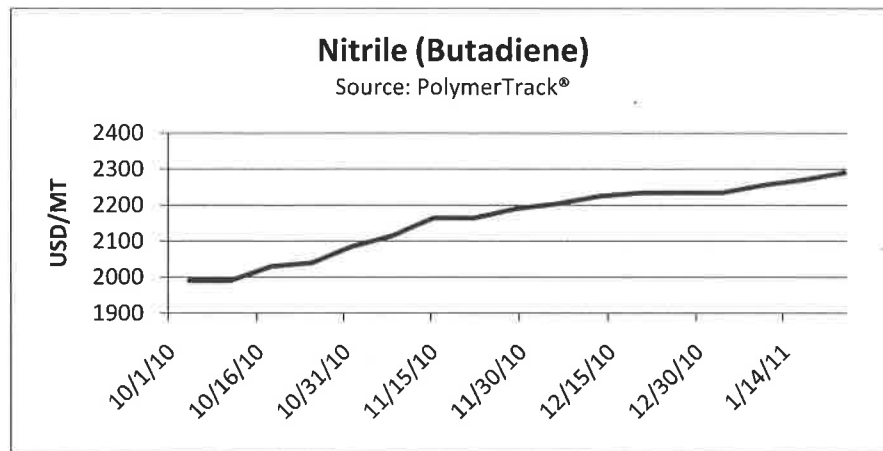
In October 2010, we communicated to you that significant pressures on raw material costs, ocean freight, packaging materials and unfavorable exchange rates were negatively impacting manufacturing costs for disposable examination gloves. At that time, the year over year raw material cost increase for natural rubber latex (NRL) was 80% and Butadiene (a raw material component of nitrile) was 40%.

In the last three months, there has been continued upward movement in raw material costs. Natural rubber latex raw material cost has soared an additional 35% and is now setting new historical levels nearly on a daily basis. Major factors driving raw material cost escalation include:

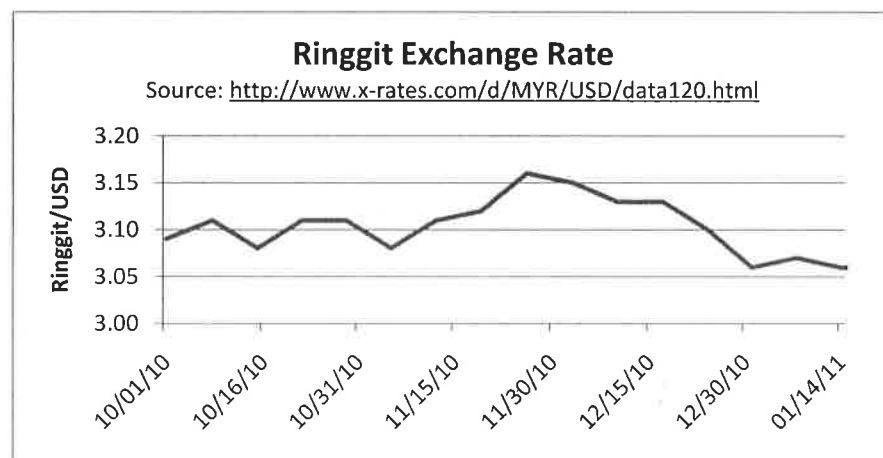
- Reduced available raw material due to excessive rainy season and flooding coupled with an early onset of the wintering season where natural rubber output drops as much as 60%
- Continued automotive growth in China and India is driving increased demand for tires which are mostly comprised of natural rubber latex
  - In 2010, the Chinese automotive market grew 30% year over year. Double digit growth is expected to sustain for China over the next three years (source: Automotive News)



Butadiene (a component of nitrile) has increased 15% over the last few months and is 30% higher year over year.



The US dollar has continued to weaken in 2011 against the Malaysian Ringgit reaching its lowest level on record in early 2011.



As a result of the unrelenting rise in raw material costs, we are announcing a price increase effective April 1<sup>st</sup>, 2011. Please note that no buy-ins or advanced ordering will be accepted.

At Microflex, we recognize that price pressures do not only impact us as the supplier. We understand that increases are felt downstream by both our distributor and end user partners. To that end, we have spent a considerable amount of time and effort over the past year improving our synthetic portfolio to provide the most advanced performance and value. We encourage you to talk to us about how we can transition your latex business to a more price stable, cost effective synthetic product.

For example, we have just launched XCEED™, our newest nitrile product which is exceptionally strong at a very compelling price point. Please contact your local sales representative (map with current contact information included) to get a complete review of our synthetic glove product line and to obtain cross reference tools for your sales team.

We have an extensive team of professionals who can assist you with all aspects of your glove needs. Many of our distributor customers are finding that by converting end users from natural rubber to the appropriate synthetic product, they can save the customer money and improve their margins.

Thank you for your business and continued support of Microflex. We sincerely appreciate your understanding and support during these difficult times.

Respectfully,



**Kathy Zanzucchi**, Director of Marketing

**MICROFLEX**  
THE MOST TRUSTED NAME IN GLOVES®

**Tel:** (866) 931-3613 ext 9064  
**eFax:** (847) 739-9064-**Cell:** (847) 875-0438  
**Email:** kzanucchi@microflex.com  
[www.microflex.com](http://www.microflex.com)  
*a subsidiary of BarrierSafe Solutions International*



**W. Todd Brinker**, Vice President of Sales

**MICROFLEX**  
THE MOST TRUSTED NAME IN GLOVES®

**Tel:** (513) 271-3463  
**eFax:** (513) 672-0620-**Cell:** (858)344-0400  
**Email:** tbrinker@microflex.com  
[www.microflex.com](http://www.microflex.com)  
*a subsidiary of BarrierSafe Solutions International*

# TNT ENTERPRISES, INC.

Dec. 1, 2010

Irene Reyes  
Excel Glove & Safety  
6808 26th Street East  
Building 102  
Fife WA 98424

RE: 2011 Nitrile and Latex Prices

Irene,

I have provided you with a chart that indicates the steady increase in the nitrile raw material costs. You will see there has been a steady increase month to month with the exception of July-October and then back up in November. This is the reason your nitrile glove prices have increased with each purchase order placed. The price is based on Metric Tons and US dollars.

Month	Average Price / MT	% Change From Prior Month
1 January 2010	\$1,144	3.3%
2 February 2010	\$1,225	7.1%
3 March 2010	\$1,246	1.7%
4 April 2010	\$1,327	6.6%
5 May 2010	\$1,373	3.5%
6 June 2010	\$1,410	2.7%
7 July 2010	\$1,408	(0.2)%
8 August 2010	\$1,381	(1.9)%
9 September 2010	\$1,339	(3.1)%
10 October 2010	\$1,336	(0.2)%
11 November 2010	\$1,373	2.8%
12 December 2010	\$1,403	2.2%

Natural Rubber has also increased during the same period by 100% which has forced a lot of end users to start using gloves made out of other materials such as vinyl or nitrile. As a result, the demand for nitrile gloves has sky rocketed and the factories have switched their production lines from latex to nitrile to keep up with the demand.

Your price for latex regular will increase by 25% for Jan until March 2011 and 5%-10% per month depending on the latex bulk price in the next months. The high risk latex will increase by 35%-45% effective immediately.



Your price for nitrile will increase by 5% for Jan until March 2011 and will inform you of new prices per petroleum prices.

If you have any further question, please let me know.

Sincerely,

Chad Maddox  
TNT Enterprises, Inc.

30011 Ivy Glenn Drive, Suite 209 • Laguna Niguel, CA 92677 • (949) 218-0500 FAX (949) 218-0501


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## Databases, Tables & Calculators by Subject

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Data extracted on: March 30, 2011 (5:38:49 PM)

### Producer Price Index-Commodities

Series Id: WPS032601

Seasonally Adjusted

Group: Textile products and apparel

Item: Spun cotton yarns

Base Date: 198200

Download: [xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2001	94.5	94.3	93.9	94.3	92.3	91.7	89.6	88.0	88.7	87.7	86.5	85.8	
2002	85.0	84.4	84.3	84.5	85.7	86.8	86.6	84.0	84.6	84.3	84.3	84.4	
2003	84.0	84.2	84.3	84.1	84.1	84.4	85.6	86.2	86.7	86.8	89.9	91.6	
2004	94.4	94.6	94.6	94.8	94.8	94.9	94.8	95.0	94.3	92.7	92.0	90.3	
2005	89.3	87.4	88.5	88.6	88.6	88.8	87.2	86.5	86.4	86.6	85.4	84.9	
2006	83.8	84.0	84.5	84.5	84.5	84.9	85.0	85.2	85.6	86.5	86.5	86.9	
2007	86.9	87.1	87.0	86.4	86.3	86.5	87.4	87.8	88.1	88.8	89.8	90.6	
2008	91.8	93.3	93.8	95.4	95.7	95.4	95.5	95.9	96.0	96.1	94.6	93.5	
2009	92.9	92.1	91.3	91.2	90.9	91.6	92.4	92.9	93.5	94.2	94.9	96.4	
2010	96.2	96.4	97.8	97.5	100.5	100.6	101.1	101.8	102.7	115.9	104.4(P)	106.6(P)	
2011	144.8(P)	159.2(P)											

P : Preliminary. All indexes are subject to revision four months after original publication.

Series Id: WPS032601  
 Not Seasonally Adjusted  
 Group: Textile products and apparel  
 Item: Spun cotton yarns  
 Base Date: 198200

Download: [xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2001	94.7	94.5	94.3	94.9	93.1	92.2	89.9	87.8	87.0	85.8	85.1	84.9	
2002	85.1	84.6	84.6	85.2	86.6	87.4	86.9	83.9	83.7	83.6	83.8	84.9	

<http://data.bls.gov/pdq/SurveyOutputServlet;sessionid=A51AD05EF1BFF241DC74BECDD6F381...> 3/30/2011

## Bureau of Labor Statistics Data

2003	83.9	84.3	84.5	84.8	85.0	85.1	86.1	86.0	85.9	86.2	89.2	90.8	86.0
2004	94.1	94.6	94.7	95.5	95.7	95.6	95.1	93.8	92.0	91.4	89.5	94.0	
2005	89.2	87.4	88.6	89.2	89.4	89.4	87.8	86.7	86.0	85.9	84.9	87.4	
2006	83.6	83.8	84.4	85.0	85.3	85.4	85.4	85.4	85.4	86.1	86.2	85.2	
2007	86.5	86.8	86.8	86.9	87.0	87.0	87.8	88.0	88.1	88.3	89.4	90.0	87.7
2008	91.4	92.9	93.5	95.7	96.5	95.9	96.0	96.2	96.0	95.7	94.1	93.1	94.8
2009	92.5	91.7	91.0	91.4	91.7	92.1	92.7	93.2	93.6	93.6	94.3	96.0	92.8
2010	95.9	96.0	97.4	97.7	101.3	101.2	101.5	102.2	102.8	115.2	103.7(P)	106.3(P)	100.7(P)
2011	144.4(P)	158.6(P)											

P : Preliminary. All indexes are subject to revision four months after original publication.

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[www.bls.gov](http://www.bls.gov) | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

<http://data.bls.gov/pdq/SurveyOutputServlet;sessionid=A51AD05EF1BFF241DC74BECDD6F381...> 3/30/2011



17 February 2011

Dear Ms. Reyes:

As you may have noticed leather prices as a whole have increased dramatically. We have been battling cotton, latex and nitrile prices for some time, but leather is the new "sleeping giant". Your pricing for March will be affected significantly.

Within the last month alone, we as a manufacturer saw a 15-20% increase in raw materials. This does not even factor in the cost of labor or the cost of shipping the product. This trend will not stop there. We have seen the predominant problem is the kill ratios in South America dropping and ranchers turning into farmers and growing crops, not raising cattle.

Please keep in mind we will always try to keep your costs down, but we will never sacrifice safety and quality.

Respectfully,

Todd W. Gorrebeeck  
National Sales Manager

**Majestic Glove** 6707 Hardeson Road, Everett, WA 98203 USA

Phone: 425-407-1200 / 800-367-4568 Fax: 425-407-1030 E-mail: [info@MajesticGlove.com](mailto:info@MajesticGlove.com) Web: [www.MajesticGlove.com](http://www.MajesticGlove.com)

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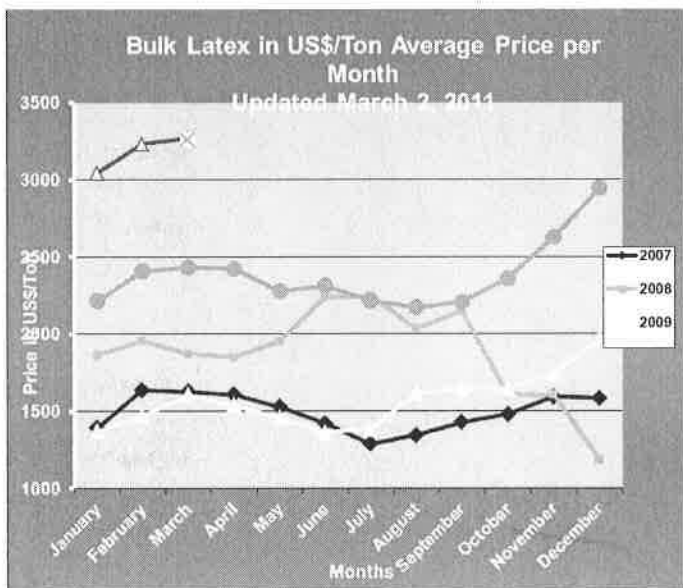


03 March 2011

Dear Ms. Reyes:

This is to clarify for your WA and OR States that we are the manufacturer for your EXC015 high risk latex gloves which are also packaged under the Majestic Glove part number 3418. These are the same exact gloves the only difference is the dispenser they come in.

As a reminder, the price of latex has risen 69% and your new price will be increased by 40%. Please be advised it is better to buy the Majestic 3418 than to bring in new shipments under EXCEL due to raw latex cost volatility and scarcity. Please view the chart below for a comparison on raw latex prices.



Respectfully,

Todd W. Gorrebeeck  
National Sales Manager

**Majestic Glove** 6707 Hardeson Road, Everett, WA 98203 USA

Phone: 425-407-1200 / 800-367-4568 Fax: 425-407-1030 E-mail: [info@MajesticGlove.com](mailto:info@MajesticGlove.com) Web: [www.MajesticGlove.com](http://www.MajesticGlove.com)



22 April 2011

Ms. Irene Reyes  
Excel Supply  
6808 26<sup>th</sup> St. E  
Fife, WA 98424

Dear Ms. Reyes,

I hope this letter finds you well. This letter contains information regarding price increases on leather goods. Please know that it is not Majestic's intention to continually raise prices on leather goods but we, like every other manufacturer, can only hold prices for so long before we have to pass on increases. I have highlighted a few items that are culprits in the steady rise in leather prices:

1. Tanneries around the world have recently issued 15 to 24 % price increases. This is the largest price increase since 1980. Slaughter in Argentina and Brazil is down while demand for leather in all sectors (shoe, furniture, car or leather goods) is very firm.
2. Price increases are due not so much to normalized world consumption of leather goods, but to depleted stocks in the entire pipeline. Any production increase has a disproportionate effect on the demand cost for raw material prices.
3. One thing to remember, 2009 prices were abnormally low due to lack of demand created by down US economy. (Buyers in Italy and China did not honor purchase contracts and hides were actually burned at port rather than left to rot)
4. Farmers found agriculture more profitable than raising cows whose harvest did not cover costs.
5. Herd populations were not repopulated
6. 2010 demand increased along with the recovery of the stock market.
7. Current herd populations are not enough to support current demand
8. In Argentina slaughter continues to decrease and this year will probably see a record low kill, so hide prices will continue to rise
9. Split hides sales are very firm, since demand for good quality splits is strong by the shoe market and supply has diminished. The levels for Argentine drop splits are very close to historical highs
10. If you follow the price of fuel, this dictates a substantial price increase in raw materials. We have seen our shipping costs from overseas quadruple in just one year. This isn't just our cost to get the product in from overseas, but our suppliers to get their raw materials in as well.

**Majestic Glove** 6707 Hardeson Road, Everett, WA 98203 USA

Phone: 425-407-1200 / 800-367-4568 Fax: 425-407-1030 E-mail: [info@MajesticGlove.com](mailto:info@MajesticGlove.com) Web: [www.MajesticGlove.com](http://www.MajesticGlove.com)

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(Continued)

If you or your customers should have any further questions, please do not hesitate to ask,

A handwritten signature in dark ink, appearing to read "Todd W. Gorrebeeck", with a long horizontal flourish extending to the right.

Todd W. Gorrebeeck

National Sales Manager

05/10/10

## Leather Price Increase Explanation

Category: Leather News

Posted by: Danny

Please know how seriously we take our responsibility of supply consistency to those who have put their faith in us. In 20 years UL has not increased prices but rather understood the pricing curve (what goes up comes down) merchandising prices so that our customers could have stability. Today the leather industry faces; a shortage of hides and price increases which we have not seen since 1980. We have been laboring to find solutions to this very last minute before market begins and regret that due to worldwide hide shortages price increases are unavoidable. At the same time we are happy to say, that due to our broad base of supply in; Argentina, Paraguay, Uruguay, Brazil, Mexico and India, we believe our increases will be more realistic than all others.

For your better understanding we attach graphs which illustrate:

- 1) Leather 10 year history price graph
- 2) Leather pricing components one year graph

This information shows you how the price of raw hides has tripled in the last year and how all factors of production; raw materials, chemicals, labor rates, inflation and even the currency exchange impact pricing. We hope this effort helps you make sense out of all the conflicting stories you must be hearing and better enable you to manage your business.

It is said "If one can keep their wits... while all others around you are losing theirs... the world will be yours." It is our hope that together we can find solutions through these difficult times.

Please know that UL has found some alternatives which will hopefully soften the increase giving us all time to adjust.

### Universal Leather's analysis:

1. Tanneries around the world have recently issued 15 to 24 % price increases. This is the largest price increase since 1980. Slaughter in Argentina and Brazil is down while demand for leather in all sectors (shoe, furniture, car or leather goods) is very firm.

2. Price increases are due not so much to normalized world consumption of leather goods but to depleted stocks in the entire pipeline. Any production increase has a disproportionate effect on the demand cost for raw material prices.

The landscape for this increase is:- 2008 prices sky rocketed due to Mad Cow Disease throughout SA, high SA meat costs which forced the Arg. Government to discontinue exports in order to keep meat prices low but also forced farmers to reduce herds

· 2009 prices were abnormally low due to lack of demand created by down US economy. (buyers in Italy and China did not honor purchase contracts and hides were actually burned at port rather than left to rot)

· Farmers found agriculture more profitable than raising cows whose harvest did not cover costs.

- Herd populations were not re populated

· Late 2009 / 2010 demand increased along with the recovery of the stock market.

· Current herd populations are not enough to support current demand

· Demand from the Shoe & Automotive industry is up. They consume 70% of the world hide population and pay a much higher price for leather than the upholstery industry. With the former industries product only containing 5 /6% cost of leather to sales price, as opposed to 40% for a leather sofa, they can afford to pay more for leather

· In Argentina slaughter continues to decrease and this year will probably see a record low kill, so hide prices will continue to rise

- Splits are very firm since demand for good quality splits is strong by the shoe market and supply has diminished. The levels for Argentine drop splits are at historical highs

· Pricing is consistent throughout the world because Italy and China, not having hide populations suitable for upholstery compete in SA for hide supply

- Prognosis;

o If Demand does not diminish prices will remain as they are

o It will take 2 to 3 years to re populate herds so that supply can meet demand

o The next few months' things might get worse in that it will be a seller's market for raw materials

o The problem in this situation, which we have seen before when hide prices rise disproportionately with the end products, is that the tanner is caught in the middle between sudden raw hide increases and the impossibility of transferring the increase immediately to the finished leather purchasers - Thus tanners panic.

o In a 30 year view, leather prices are 15% lower today than what they were in 1975. 1980 was the most serious increase in hide pricing; 20 % unemployment 22 % interest rates. Soon as the US economy recovered prices leveled out and people had money they bought at prevailing prices and did not complain

o UL see's a partial solution by increasing C&S in China. The Chinese enjoy C&S'ing our leather because they make extra money when they export that which they have imported due to the fact that their export rebate includes, labor and overhead

Cover costs can be lowered by shipping leather to China for C&S because the Chinese get a higher rebate on export thus putting their profit on total export in the rebate. As we have done with other Semi Aniline and Full Grain C&S pricing we can teach them how to lower waste factors and ship you C&S covers at lower costs.

Sourced from:

[http://www.thesauerreport.com/free\\_access/4\\_what\\_you\\_get](http://www.thesauerreport.com/free_access/4_what_you_get)

[www.leatherbiz.net](http://www.leatherbiz.net)



749 AC Little Drive, Newton, NC 28658-3769  
1-800-222-1113 • (828) 464-4884 • fax (828) 464-7968  
[www.southernglove.com](http://www.southernglove.com)

12/06/10

Dear Valued Distributor,

As you probably are aware, the shortage and record high pricing for cotton and other yarn fibers has greatly affected the raw material pricing for fabrics used in the manufacturing of finished products at Southern Glove Co. Imported glove manufacturing from China, Pakistan and other foreign countries have also experienced material and labor shortages, which has also had a significant impact on their pricing and availability. Because of these combined factors, Southern Glove will be implementing a 10% price increase effective January 3<sup>rd</sup>, 2011. Please be aware that some of the styles that Southern Glove imports are already subject to higher pricing. Please contact one of our sales team members for current pricing on these styles.

We believe that the challenges created by these current market conditions will continue well into 2011 that this price increase is only guarantee through 1<sup>st</sup> quarter of 2011. Please be aware that Southern Glove will pass along increase only when it is absolutely necessary. We appreciate and value your business and look forward to working and growing with you in 2011.

Sincerely,

A handwritten signature in black ink that reads "Jeff Carter". The signature is fluid and cursive, with a long horizontal stroke at the end.

Jeff Carter  
VP of Sales



October 29, 2010

Dear Sperian Distributor Partner:

As we move into the final quarter of 2010, we want to thank each of our Distributor Partners for the support and teamwork that has helped us rebound this year from the challenges the entire industry faced in 2009. The recent acquisition by Honeywell will provide opportunities for our businesses and partnership that will surpass any value proposition that we could have envisioned as separate entities and competitors. We look forward to working even more closely with our partners to serve our mutual customers across more segments with a stronger, more complete offering than any available in safety today.

In 2010, Sperian continued to work diligently to control costs through our manufacturing processes and supplier relationships. However, we are forced to pass on selective price increases which are due to several cost drivers including packaging, raw materials and increasing Chinese labor costs. Not all product groups/items are affected. To understand the specific items affected, please visit [www.sperianpromotions](http://www.sperianpromotions). Price changes are effective on all new orders placed beginning January 1, 2011. Orders placed end December must be for immediate shipment.

Your new 2011 net pricing will be available electronically through our web pricing portal at [www.Sperian.com](http://www.Sperian.com). You may download your pricing beginning November 1, 2010 by selecting the icon for January 2011 pricing. As part of our sustainable opportunity initiative, Sperian will not be producing a printed 2011 price book. If you would like to purchase a printed book, you may do so via [www.Sperian.com](http://www.Sperian.com) by clicking the print on demand (POD) icon at a cost of \$22 per book. This option will be available on the pricing portal December 1, 2010.

Your heaviest volume was cotton gloves and are increased at 20% while the rest averages between 10-15%.

In addition, as part of our product line review process, several of our product groups have identified items for discontinuation effective January 1, 2011. Those specific items affected can be found by visiting [www.sperian.com](http://www.sperian.com).

Thank you for your continued support and partnership in 2010. We are very excited about the future and the many opportunities that the new Honeywell and Sperian union can provide to all of our customers. We are in the early stages of our integration discussions and working to define our new, conjoined strategy and will communicate updates as we gain more clarity. We look forward to working with you in 2011 to further strengthen our mutual market positions in safety and build an even more rewarding and successful partnership. If you have any questions, please contact your Sperian Account Representative or Customer Care.

Sincerely,

A handwritten signature in black ink that reads 'W. Michael Moorefield'.

W. Michael Moorefield  
Sr. Vice President,  
MBU Americas

Perfect fit

Atlas

cotton gloves





*Two Powerful Companies. One Powerhouse in Protection*

**Showa-Best Glove, Inc.**

---

3/17/2011

Excel Supply

Attn: Irene Reyes

RE: Price increase 4/1/2011

Irene,

Please note effective 4/1/2011 we will have a price increase with an estimated 10% increase on most Nitrile disposable gloves, And 15% on most Latex products.

There is also a broken case charge, less than case orders are accepted with a \$15.00 per broken-case order fee.

Please contact me if you have any questions.

Sincerely,

Steve Turner, CSHS

*N W Territory Manager*

*Alaska, N. California, Oregon, Washington*

**Showa-Best Glove, Inc**

Cell 253-380-5990

sturner@showabestglove.com

579 EDISON STREET • MENLO, GEORGIA 30731-0008 • TELEPHONE: (706) 862-2302 • FAX: (706) 862-6000

Website: [www.showabestglove.com](http://www.showabestglove.com)

## Poste, Michelle

---

**From:** The Glove Lady(Irene Reyes) [glovelady@excelgloves.com]  
**Sent:** Monday, April 25, 2011 6:25 PM  
**To:** Robinson, Cathy  
**Cc:** Poste, Michelle  
**Subject:** UPS Rates: 2011 Rate Change Information

<http://www.rates.ups.com/>

Hello,

Here is one for the freight cost that went up from 4-9%-5.9% since Jan 2011.

I hope this link works as this was provided by our UPS representative.  
As soon as I receive the copy from the LTL freight companies, I will send you ASAP.

This is used to ship to all customers.

Sincerely,

Irene Reyes

The Glove Lady R

"Knowledge has to be improved, challenged, and increased constantly, or it vanishes. "

[www.excelgloves.com](http://www.excelgloves.com)

[www.excelstore.com](http://www.excelstore.com)

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## Service Enhancements

### NEW: Increased Visibility

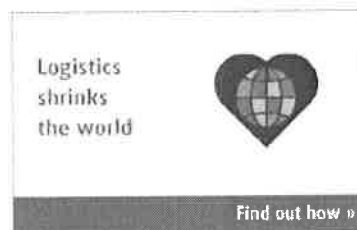
Tracking on ups.com® displays more detail about your shipment, including a status bar and proactive alerts for unforeseen events, such as weather disruptions.

### Package and Freight in One Place

In addition to UPS WorldShip®, UPS Air and LTL freight shipping can now be accessed from your desktop with UPS CampusShip®. [Learn More »](#)

### UPS carbon neutral

UPS can now help you offset the climate impact of your shipping. [Learn More »](#)



## 2011 Rate Change Information

The published rates for our services have increased, however, the value we offer through our innovative products and logistics know-how can help you be more competitive, serve your customers better, and grow your business.

### Package

UPS Ground services has increased a net 4.9% through a combination of a 5.9% increase in rates and a 1% reduction in the UPS Ground services fuel surcharge.

UPS Air and International services has increased a net 4.9% through a combination of a 6.9% increase in rates and a 2% reduction in the UPS Air and International services fuel surcharge.

### Dimensional Weight Calculation Change

Beginning January 3, 2011, the divisor used to calculate dimensional weight has changed.

- U.S. Domestic UPS Air services has changed from 194 to 166.
- U.S. Domestic UPS Ground services has changed from 194 to 166 (applies to packages 3 cubic feet or larger in size).
- Export services from the U.S. (all services) has changed from 166 to 139.
- UPS Standard to Canada has changed from 166 to 139 (applies to packages 3 cubic feet or larger in size).
- Import to the U.S. from Canada and Virgin Islands has changed from 166 to 139.

Dimensional weight for international multiple package shipments is based on the greater of the actual weight or dimensional weight of each package in the shipment.

Learn about UPS services that may help with the effect of the Dimensional Weight Divisor change:

For general package design and consultation:  
[Package Design and Test Lab »](#)

For a sustainable look at your packaging:  
[Eco Responsible Packaging Program »](#)

### UPS Freight

UPS Freight® announced a general rate increase covering non-contractual LTL shipments in the United States, Canada and Mexico. The general rate increase took effect on October 18, 2010.



## Download Rate Guides

### 2011 UPS Rates and Service Guides

[Daily Rates](#)

[Retail Rates](#)

[Alaska/Hawaii Daily Rates](#)

[Standard List Rates](#)

[UPS Hundredweight Service®](#)

[Area Surcharge Listing](#)

## Resources

[Calculate Time & Cost »](#)

[Create a Shipment »](#)

[Find Retail Locations »](#)

[Register for UPS E-mail](#)

[Communications »](#)

[2011 Surcharges and Accessorials »](#)

# 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: APRIL 22, 2010

Invitation to Bid (ITB) Title: Work Gloves

ITB Number: 1137-10-MYP

Due Date: May 6, 2010 - 2:00 p.m.

Buyer: Michelle Poste, michelle.poste@kingcounty.gov, 206-263-9303

## Term Supply Requirement

Furnish Work Gloves as requested by various King County personnel in accordance with the attached instructions, requirements and specifications.

### PRE-BID CONFERENCE

None

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 **Addenda numbered** 1 to 3 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

EXCEL GLOVES & SAFETY SUPPLIES, INC DBA EXCEL SUPPLY CO.

Address

PO Box 24240

City/State /Postal Code

FEDERAL WAY, WA 98093

Signature

Print name and title

IRENE REYES CEO & PRES

Email

Phone 253-896 1195

Fax

253-896 1208

glovelady@EXCELGLOVES.COM

SCS/DBE Certification Number

50

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 two (2) 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**

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

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 206-205- 3443.

## **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 or better 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

Personnel Inventory Report\*

Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity\*

Statement of Compliance – Union or Employee Referral Agency Statement\*

Internal Revenue Service Form W-9 \*

\*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 purchase order/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 Contractor shall bill to the address on the purchase order. 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.

Contractor shall ensure that their staff be responsive to County questions or concerns on invoicing discrepancies. Any invoices in dispute shall not be subject to late fees.

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**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.
- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, 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.

- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. 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 (10<sup>th</sup>) 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 subsection (A) 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**

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

### **3.16 Environmental Purchasing 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 10.16 & King County Executive Policy CON 7-1-2).

### **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 Program**

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

### **3.20 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 is 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.

### **3.21 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.

### **3.22 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.

### **3.23 Certification Regarding Debarment, Suspension and Other Responsibility Matters**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, 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 this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **SECTION 4      Specific Contractual Terms & Conditions**

### **4.1      Contract Value**

The estimated annual value of this contract is approximately \$ 75,000.00. 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 initial term of this Contract will be one year and may be extended for four (4) additional one-year periods at the option of the County, 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      Contract Administrative Fee**

This contract is subject to an Administrative Fee (Fee), when used by other political subdivisions outside of King County's Departments, Divisions or Agencies. The Fee of ½ of 1% (.005) shall be based on total sales made to each governmental entity, less sales/use tax, freight and any credit(s), (if applicable), in accordance with this contract. The Fee shall be paid by the contractor within six (6) weeks of the close of each quarter and remitted to King County Procurement and Contract Services Section and include a reference to this Contract Number. Submitted with the Fee shall be a quarterly sales report for the referenced contract showing the total sales to each governmental entity (excluding King County), for the previous ending quarter. The Fee shall not be invoiced to any contract user as an item on a sales invoice or by any other means.

### **4.4      Price Revisions**

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented 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).

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.



#### **4.5 Shipping Charges**

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

#### **4.6 Packing Slips**

Each delivery to the County shall have a packing slip 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 requisition 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.

#### **4.7 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.

#### **4.8 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.

#### **4.9 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.

#### **4.10 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 is allowed a restocking fee of not more than **5% (five percent)** of the original price for the return of surplus products, parts and supplies.

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.

#### **4.11 Hazardous Chemical Communication**

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

#### **4.12 Prohibition on Asbestos-Containing Products**

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County will respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

## **SECTION 5      Technical Specifications**

### **5.1      Introduction of Specifications**

It is the intent of these specifications to describe the minimum acceptable performance standards for obtaining Work Gloves. The specifications are not intended to limit competition, but to ensure that only quality products are received. King County shall be notified, and these specifications amended, when new industry standards are set or existing standards are superseded.

Gloves supplied to King County shall be rated as Commercial and/or Industrial Grade. Contractors shall bid their nationally known, first line, premium quality products.

### **5.2      General**

The Contractor shall advise the County of any item that is not available or will be backordered at the time the order is placed. King County shall be immediately notified by the Contractor if an existing order will be delayed or not be exactly as ordered.

### **5.3      Telephone Contact (Toll Free)**

The Contractor shall provide a contact name and a direct telephone number. If the Contractor is located out of King County's local calling area, a toll free telephone number shall be provided and maintained throughout the contract term. Under no circumstances shall County staff be kept on hold longer than three (3) minutes. Electronic voice mail is not acceptable as an answering service.

### **5.4      Catalogs and Price Lists**

Upon request the Contractor shall furnish all necessary catalogs, price lists and/or latest dated published manufacturer's net price lists to customers at no cost. Contractor shall have a maximum of two weeks after request to supply the two (2) copies of the price list specified. Price lists can be in hard copy, disk or electronic format.

Provide minimum discount off catalog price % 30%

### **5.5      Customer Satisfaction Guarantee**

Contractor agrees that all products purchased under this contract be covered by a 100% customer satisfaction guarantee. All parts or products not meeting the form, fit, and/or function requirements for the legal purposes of the purchaser will be returned and a full refund given, including return shipping charges.

### **5.6      Quality Control**

Contractor shall maintain company-wide quality control assurance and improvement program. Contractor shall provide proof of their quality control or initiative program upon request.

### **5.7      Samples**

The Bidder shall have one week, after request, to provide samples. Failure to provide samples when requested shall eliminate Bidder from consideration. The samples shall be returned upon request and at Bidder's expense. King County shall be the sole judge in determining sample acceptability.

## 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 Service Requirement

The Contractor shall be an established dealer, currently stocking and supplying a full line, as recommended by the manufacturer, of the items defined in this bid. The Contractor shall be required to maintain sufficient stock to ensure prompt receipt of the items ordered. The contract involves products which are necessary to perform critical King County services. Any delay in order receipt could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs. Verification that the vendor is a factory authorized supplier, in good standing, may be requested.

Contractor's employees shall be knowledgeable in the products listed. The Contractor shall assist purchasers in making cost effective purchases. Assistance includes but is not limited to suggesting new products and/or methods, economic order quantities and less costly substitutes of equal quality.

The Contractor shall be currently operating out of a commercial facility which is open and accessible to County personnel, without prior notice, during normal business hours. Normal business hours are defined as open a minimum of eight (8) consecutive hours, anytime between 7:00AM and 6:00PM.

The facility shall be located within twenty-five (25) miles of King County Department of Transportation, 155 Monroe Ave, Renton, WA 98056.

State hours and days of operation:

Hours: 8 a.m. to 4:30 p.m.

Days: MON to FRI

Please state discount offered, if any, when order is picked up at the Contractor facility.

① 10 % Pickup Discount Offered

Street Address of Contractor's Facility:

1) 6808 26th ST. E #102

PIRE, WA 98424

2) Seattle: Open - 10am - 3pm

TEL. 206-762-1148  
5700 6th Ave S. #106  
SEATTLE, WA 98108

Name of contact person

IRENE REYES

Local/Toll Free telephone number

1-888-900-GLOVE

4568

### 6.3 Delivery

For Items listed in Section 6, Pricing, delivery is required within two (2) business days after receipt of order.

For related non-stock items, delivery is required within seven (7) business days after receipt of order.

For emergency delivery of Safety Stock items, delivery is required within twenty-four (24) hours after receipt of order.

Bid prices shall include delivery, FOB destination, to the following locations.

King County Department of Transportation  
Fleet Administration Stores  
Building "G"  
155 Monroe Ave. N.E.  
Renton, WA 98056

King County Department of Transportation  
Motor Pool Maintenance Facility  
707 S Orcas Street  
Seattle, WA 98108

King County Department of Natural Resources  
Solid Waste Division – Cedar Hills  
16645 228<sup>th</sup> Avenue SE  
Maple Valley, WA 98038

AND/OR various King County Job Sites as instructed.

Deliveries to Fleet Stores in Renton, Washington shall be made during the standard delivery hours, 8:00 A.M. to 2:30 P.M., Monday through Friday, unless otherwise instructed.

#### 6.4 Safety Stock

Safety stock, when listed in Section 6.8, Pricing, establishes the minimum stock a contractor shall have available for immediate delivery. King County may invoke the Emergency Delivery of safety stock on occasions when supplies are required for unique customer orders, completion of work in progress, or on occasions of unanticipated demand, such as disaster response.

The safety stock quantity is not intended to limit order quantities or to establish a Contractor's minimum/maximum stock levels. The contractor is solely responsible for establishing their own stocking requirements.

#### 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:

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

Prompt pay discount offered 1/2 % - 20 Days, Net 30

#### 6.6 References

List the names and addresses of four (4) 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.**

# EXCEL GLOVES

Company Name: WA STATE GA OSP  
 Company Address: OLYMPIA, WA  
 Company Phone: 360-902 7400  
 Contact Person: CHRISTINE WARNOCK  
 Dates: 1995-CURRENT

Company Name: KING COUNTY  
 Company Address: (Don Adams)  
 Company Phone: 7 AMON BULLUPS  
 Contact Person: 206-263 9292  
 Dates: 1995-CURRENT

Company Name: CITY OF SEATTLE  
 Company Address: Purchasing  
 Company Phone: 206-684 8903  
 Contact Person: NANCY LOCKE  
 Dates: 1995-CURRENT

Company Name: FEDERAL GSA CONTRACTS  
 Company Address: FORT WORTH, TEXAS  
 Company Phone: 1-817-574-2451  
 Contact Person: TERESA HILL  
 Dates: 2005-CURRENT

# 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: May 4, 2010

ITB Title: Work Gloves

ITB Number: 1137-10-MYP

Revised Due Date/Time: May 18, 2010 - 2:00 p.m.

Buyer: Michelle Poste, michelle.poste@kingcounty.gov, 206-263-9303

This addendum is issued to revise the original Invitation to Bid No. 1137-10-MYP:

1. The proposal due date will change to Tuesday, May 18, 2010 at 2:00 PM exactly.
2. **ADD** to Section 5, Paragraph 5.8:  
5.8 Minimum Orders  
King County shall not accept any minimum order requirement.
3. **CHANGE** Section 6, Paragraph 6.3, sentence starting with "For emergency delivery of Safety Stock ... "to read:  
For emergency delivery of Safety Stock items, delivery is required within two (2) days after receipt of order.
4. **REPLACE** Section 6, Paragraph 6.7 Pricing with Paragraph 6.7 Pricing (REVISED).

**ORIGINAL**



# INVITATION TO BID

## Addendum # 2



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

ADDENDUM DATE: May 12, 2010

ITB Title: Work Gloves

ITB Number: 1137-10-MYP

Revised Due Date/Time: May 25, 2010 - 2:00 p.m.

Buyer: Michelle Poste, michelle.poste@kingcounty.gov, 206-263-9303

This addendum is issued to revise the original Invitation to Bid No. 1137-10-MYP:

1. The bid due date will change to Tuesday, May 25, 2010 at 2:00 PM exactly.
2. **REPLACE** Section 6, Paragraph 6.7 Pricing, Schedule 1 with Paragraph 6.7 Pricing (REVISED B), Schedule 1.

A handwritten signature in blue ink, appearing to be "M. Poste", written over a faint circular stamp.

**ORIGINAL**

# INVITATION TO BID

## Addendum # 3



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

ADDENDUM DATE: May 24, 2010

ITB Title: Work Gloves

ITB Number: 1137-10-MYP

Revised Due Date/Time: June 1, 2010 - 2:00 p.m.

Buyer: Michelle Poste, michelle.poste@kingcounty.gov, 206-263-9303

This addendum is issued to revise the original Invitation to Bid No. 1137-10-MYP:

1. The bid due date will change to Tuesday, June 1, 2010 at 2:00 PM exactly.
2. **REPLACE** Section 6, Paragraph 6.7 Pricing, Schedule 2, Item 16 and 17 with:

Item No.	Qty	U/M	Brand	Part #	Description	Safety Stock	MSLP	% Disc	Unit Price
16	200	box	Uni-Seal	094-8 Large	Glove, disposable nitrile powder free, non latex ambidextrous 100 per box, or approved equal Make/model offered: <u>EXCEL 094</u>	10 boxes	\$ /bx	%	\$ /bx
							7.07	30	4.95
17	200	box	Uni-Seal	094-9 Extra Large	Glove, disposable nitrile powder free, non latex ambidextrous 100 per box, or approved equal Make/model offered: <u>EXCEL 094</u>	10 boxes	\$ /bx	%	\$ /bx
							7.07	30	4.95

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## 6.7 Pricing (REVISED B)

State the purchase price for one each of each item. Bidder may be disqualified for failing to state a price for any item on the price list. If any item has been discontinued by the manufacturer and is no longer available, state "discontinued" for the price. The Estimated Quantities (Est Qty) will be used for evaluation purposes only. Do NOT multiply by the Estimated Quantity (Est Qty).

The quantities listed in the solicitation represent the County's estimated requirements during the contract period. The County will be neither obligated by nor restricted to the quantities indicated. Other sizes and types of like products may also be purchased under this contract.

King County may award per schedule, if determined to be in its best interest.

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### SCHEDULE 1 - FLEET ADMINISTRATION

Item #	Est Qty	U/M	Brand	Part #	Description	Safety Stock Required	MSLP	% Disc	Unit Price
1	65	pair	Ansell Edmont	Petroflex 12-202	Glove PVC Coated, rough finish, jersey lined, knit wrist, black, Size 10, Large	12 pair	\$ /pr 2.295	% 30	\$ /pr 1.61
2	25	pair	Ansell Edmont	Petroflex 12-214	Glove PVC Coated, rough finish, jersey lined, 14" gauntlet, black, Size 10, Large		\$ /pr 2.746	% 30	\$ /pr 1.92
3	45	pair	Atlas	Fit Perfect Fit 300-S	Glove Latex Palm & Fingers, string knit cotton, elastic cuff, Size Small	12 pair	\$ /pr 1.829	% 30	\$ /pr 1.28
4	435	pair	Atlas	Fit Perfect Fit 300-M	Glove Latex Palm & Fingers, string knit cotton, elastic cuff, Size Medium	96 pair	\$ /pr 1.829	% 30	\$ /pr 1.28
5	1,150	pair	Atlas	Fit Perfect Fit 300-L	Glove Latex Palm & Fingers, string knit cotton, elastic cuff, Size Large	240 pair	\$ /pr 1.829	% 30	\$ /pr 1.28

Item #	Est Qty	U/M	Brand	Part #	Description	Safety Stock Required	MSLP	% Disc	Unit Price
6	675	pair	Atlas	Fit Perfect Fit 300-XL	Glove Latex Palm & Fingers, string knit cotton, elastic cuff, Size X- Large	144 pair	\$ /pr 1.928	% 30	\$ /pr 1.38
7	90	pair	Atlas	Therma Fit 451-S	Glove Therma Fit, rubber coated with fleeced knit liner, Size Small	24 pair	\$ /pr 2.64	% 30	\$ /pr 1.85
8	420	pair	Atlas	Therma Fit 451-M	Glove Therma Fit, rubber coated with fleeced knit liner, Size, Medium	96 pair	\$ /pr 2.64	% 30	\$ /pr 1.85
9	1,300	pair	Atlas	Therma Fit 451-L	Glove Therma Fit, rubber coated with fleeced knit liner, Size Large	300 pair	\$ /pr 2.64	% 30	\$ /pr 1.85
10	1,200	pair	Atlas	Therma Fit 451-XL	Glove Therma Fit, rubber coated with fleeced knit liner, Size X-Large	300 pair	\$ /pr 2.64	% 30	\$ /pr 1.85
11	60	pair	Atlas	460-M	Glove PVC Cold Resistant, insulated, rough finish gauntlet, flexible to -4 degrees, Size Medium	12 pair	\$ /pr 10.50	% 30	\$ /pr 7.35
12	190	pair	Atlas	460-L	Glove PVC Cold Resistant, insulated, rough finish gauntlet, flexible to -4 degrees, Size Large	48 pair	\$ /pr 10.50	% 30	\$ /pr 7.35
13	95	pair	Atlas	460-XL	Glove PVC Cold Resistant, insulated, rough finish gauntlet, flexible to -4 degrees, Size X- Large	24 pair	\$ /pr 10.50	% 30	\$ /pr 7.35
14	35	box	Best N-Dex	9905PF-M	Glove Disposable Nitrile, powder-free, non-latex, 6 mil, Ambidextrous, 50 units per box, Size Medium		\$ /bx 11.649	% 30	\$ /bx 8.15

*Paul James* ORIGINAL

Item #	Est Qty	U/M	Brand	Part #	Description	Safety Stock Required	MSLP	% Disc	Unit Price
15	55	box	Best N-Dex	9905PF-L	Glove Disposable Nitrile, powder-free, non-latex, 6 mil, Ambidextrous, 50 units per box, Size Large		\$ /bx 11.649	% 30	\$ /bx 8.15
16	15	box	Best N-Dex	9905PF-XL	Glove Disposable Nitrile, powder-free, non-latex, 6 mil, Ambidextrous, 50 units per box, Size X-Large		\$ /bx 11.649	% 30	\$ /bx 8.15
17	30	pair	Kinco	1938KWPM	Glove Flagger Hi-Vis Insulated Pigskin, knit wrist, safety orange back, 3M Scotchlite reflective knuckle strap, Size Medium	12 pair	\$ /pr 10.56	% 30	\$ /pr 7.39
18	100	pair	Kinco	1938KWPL	Glove Flagger Hi-Vis Insulated Pigskin, knit wrist, safety orange back, 3M Scotchlite reflective knuckle strap, Size Large	24 pair	\$ /pr 10.56	% 30	\$ /pr 7.39
19	55	pair	Kinco	1938KW PX	Glove Flagger Hi-Vis Insulated Pigskin, knit wrist, safety orange back, 3M Scotchlite reflective knuckle strap, Size X- Large	12 pair	\$ /pr 10.56	% 30	\$ /pr 7.39
20	65	pair	Majestic	1510B-S	Glove Leather Driver, cow hide leather, shirred back, Size Small	12 pair	\$ /pr 3.681	% 30	\$ /pr 2.577
21	300	pair	Majestic	1510B-M	Glove Leather Driver, cow hide leather, shirred back, Size Medium	72 pair	\$ /pr 3.681	% 30	\$ /pr 2.577
22	700	pair	Majestic	1510B-L	Glove Leather Driver, cow hide leather, shirred back, Size Large	180 pair	\$ /pr 3.681	% 30	\$ /pr 2.577

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Item #	Est Qty	U/M	Brand	Part #	Description	Safety Stock Required	MSLP	% Disc	Unit Price
23	450	pair	Majestic	1510B-XL	Glove Leather Driver, cow hide leather, shirred back, Size X-Large	96 pair	\$ /pr 3.681	30%	\$ /pr 2.577
24	25	box	Microflex	Dura Flock DFK-608L	Glove Disposable Nitrile, Flock-Lined, 8-mil, Size Large		\$ /bx 16.80	30%	\$ /bx 11.76
25	60	box	Microflex	Dura Flock DFK-608XL	Glove Disposable Nitrile, Flock-Lined, 8-mil, Size X-Large		\$ /bx 16.80	30%	\$ /bx 11.76
26	20	box	Microflex	Dura Flock DFK-608XXL	Glove Disposable Nitrile, Flock-Lined, 8-mil, Size 2X-Large		\$ /bx 16.80	30%	\$ /bx 11.76
27	30	dozen	Perfect Fit	K17AL	Glove Liner, string knit, seamless 100% cotton, natural, Size Ladies	7 dozen	\$ /dz 5.995	30%	\$ /dz 4.197
28	35	dozen	Perfect Fit	K17A-1	Glove Liner, string knit, seamless 100% cotton, Size Men's Large	8 dozen	\$ /dz 6.904	30%	\$ /dz 4.833
29	25	pair	Southern	103C	Glove Cotton Canvas, knit wrist, 10 oz, Natural, Size, Women's Small	5 pair	\$ /pr 1.468	30%	\$ /pr 1.028
30	230	pair	Southern	103XJ	Glove Cotton Canvas, knit wrist, 12 oz, Natural, Size X-Jumbo	60 pair	\$ /pr 1.634	30%	\$ /pr 1.144
31	750	pair	Southern	123L	Glove Cotton Canvas, knit wrist, 12 oz, Natural, Size Large	180 pair	\$ /pr 1.60	30%	\$ /pr 1.123
32	280	pair	Southern	UPD103	Glove Cotton Canvas DOT, 12 oz, Natural with PVC Dots, Size Large		\$ /pr 1.80	30%	\$ /pr 1.261

Item #	Est Qty	U/M	Brand	Part #	Description	Safety Stock Required	MSLP	% Disc	Unit Price
33	85	box	Uni-Seal	015-8	Glove Disposable Latex, powder-free, High Risk, Textured, 15 mil, Ambidextrous, 50 units per box, Size Large, or approved equal Make/model offered: <i>EXC-015</i> <i>EXCEL OR MJ 34/18</i>	20 boxes	\$ /bx <i>10.71</i>	% <i>30</i>	\$ /bx <i>7.50</i>
34	190	box	Uni-Seal	015-9	Glove Disposable Latex, powder-free, High Risk, Textured, 15 mil, Ambidextrous, 50 units per box, Size X-Large, or approved equal Make/model offered: <i>EXC015</i> <i>EXCEL OR MJ 34/18</i>	50 boxes	\$ /bx <i>10.71</i>	% <i>30</i>	\$ /bx <i>7.50</i>
35	65	pair	Wells Lamont	Y3101-L	Glove Leather Palm (Double) full leather index finger, finger tips, knuckle strap, cotton back, safety cuff, Size Large	15 pair	\$ /pr <i>1.68</i>	% <i>30</i>	\$ /pr <i>1.176</i>
36	120	pair	Wells Lamont	Y3101-XL	Glove Leather Palm (Double) full leather index finger, finger tips, knuckle strap, cotton back, safety cuff, Size X-Large		\$ /pr <i>1.68</i>	% <i>30</i>	\$ /pr <i>1.176</i>

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*Schedule 1 in other sheets*

Item #	Est Qty	U/M	Brand	Part #	Description	Safety Stock Required	MSLP	% Disc	Unit Price
34	85	box	Uni-Seal	015-8	Glove Disposable Latex, powder-free, High Risk, Textured, 15 mil, Ambidextrous, 50 units per box, Size Large	20 boxes	\$ /bx	%	\$ /bx
35	190	box	Uni-Seal	015-9	Glove Disposable Latex, powder-free, High Risk, Textured, 15 mil, Ambidextrous, 50 units per box, Size X-Large	45 boxes	\$ /bx	%	\$ /bx
36	65	pair	Wells Lamont	Y3101-L	Glove Leather Palm (Double) full leather index finger, finger tips, knuckle strap, cotton back, safety cuff, Size Large	15 pair	\$ /pr	%	\$ /pr
37	120	pair	Wells Lamont	Y3101-XL	Glove Leather Palm (Double) full leather index finger, finger tips, knuckle strap, cotton back, safety cuff, Size X-Large		\$ /pr	%	\$ /pr

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**SCHEDULE 2 - SOLID WASTE**

Item #	Est Qty	U/M	Brand	Part #	Description	Safety Stock Required	MSLP	% Disc	Unit Price
1	100	pair	Ansell Emont	Hylite 47-402	Glove Nitrile Coated, 100% cotton lining, knit wrist, Size 8	36 pair	\$ 3.46 <sup>pr</sup>	30 %	\$ 2.42 <sup>pr</sup>
2	100	pair	Ansell Emont	Hylite 47-402	Glove Nitrile Coated, 100% cotton lining, knit wrist, Size 9	36 pair	\$ 3.46 <sup>pr</sup>	30 %	\$ 2.42 <sup>pr</sup>
3	200	pair	Ansell Emont	Hylite 47-402	Glove Nitrile Coated, 100% cotton lining, knit wrist, Size 10	72 pair	\$ 3.46 <sup>pr</sup>	30 %	\$ 2.42 <sup>pr</sup>
4	1,100	pair	Ansell Emont	Snorkel 4-412	Glove PVC/Nitrile Coated, rough finish, 12" gauntlet, dark green, Size 10	144 pair	\$ 4.27 /pr	30 %	\$ 2.99 /pr
5	1200	pair	Atlas	Fit Perfect Fit	Glove Rubber Palm & Fingers,	72 pair	\$ 1.82 <sup>pr</sup>	30 %	\$ 1.28 <sup>pr</sup>

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Item #	Est Qty	U/M	Brand	Part #	Description	Safety Stock Required	MSLP	% Disc	Unit Price
				300-S	string knit cotton, elastic cuff, Size Small				
6	1,500	pair	Atlas	Fit Perfect Fit 300-M	Glove Rubber Palm & Fingers, string knit cotton, elastic cuff, Size Medium	72 pair	\$ /pr 1.829	30 %	\$ /pr 1.78
7	4,000	pair	Atlas	Fit Perfect Fit 300-L	Glove Rubber Palm & Fingers, string knit cotton, elastic cuff, Size Large	72 pair	\$ /pr 1.829	30 %	\$ /pr 1.78
8	3,000	pair	Atlas	Fit Perfect Fit 300-XL	Glove Rubber Palm & Fingers, string knit cotton, elastic cuff, Size X-Large	72 pair	\$ /pr 1.829	30 %	\$ /pr 1.28
9	200	pair	Atlas	460 Extra Large	Glove, orange insulated PVC coated glove, 100% seamless acrylic BOA lining	24 pair	\$ /pr 10.50	30 %	\$ /pr 7.35
10	1800	pair	Majestic	3501C Small	Glove, split cowhide palm, knuckle strap, wing thumb, polyethylene safety cuff	144 pair	\$ /pr 1.357	30 %	\$ /pr .95
11	8000	pair	Majestic	3501C Large	Glove, split cowhide palm, knuckle strap, wing thumb, polyethylene safety cuff	288 pair	\$ /pr 1.357	30 %	\$ /pr .95
12	7300	pair	Majestic	3501C Extra Large	Glove, split cowhide palm, knuckle strap, wing thumb, polyethylene safety cuff	288 pair	\$ /pr 1.357	30 %	\$ /pr .95
13	250	box	Microflex	Safegrip SG-375-XL	Glove, disposable, powder free latex, 16 mills at fingertip, extended high wrist cuff 295mm, 50 per box	5 boxes	\$ /bx 13.429	30 %	\$ /bx 9.40
14	25	box	Microflex	Safegrip SG-375-L	Glove, disposable, powder free latex, 16 mills at fingertip, extended high wrist cuff 295mm, 50 per box	5 boxes	\$ /bx 13.429	30 %	\$ /bx 9.40
15	30,000	pair	Perfect Fit	SK19A	Glove Liner, seamless knit 60% cotton -40% poly-blend, US made, Natural color w/white cuff, Size Men's Large	288 pair	\$ /pr 0.407	30 %	\$ /pr 0.285
16	200	box	Uni-Seal	094-8 Large	Glove, disposable nitrile powder free, non latex ambidextrous	10 boxes	\$ /bx 7.07	30 %	\$ /bx 4.95

*Excel Gloves*

Item #	Est Qty	U/M	Brand	Part #	Description	Safety Stock Required	MSLP	% Disc	Unit Price
					100 per box				
17	200	box	Uni-Seal	094-9 Extra Large	Glove, disposable nitrile powder free, non latex ambidextrous 100 per box	10 boxes	\$ /bx 7.07	% 30	\$ /bx 4.95

*Exel Gloves*