City of Bellevue
Request for Proposal
Legal Notice

Notice is hereby given that the City of Bellevue has issued the following Request for Proposal. The complete Request for Proposal, including all submittal requirements can be viewed at www.bellevuewa.gov under “Find | Bids, RFPs and RFQs | Current Bid Opportunities, RFPs and RFQs”.

RFP #: 12205
RFP Title: Janitorial Services at 30+ Multi-Use Park Facilities
RFP Due Date and Time: October 23, 2012 at 3:00 PM

Brief Scope of Services:
Bellevue Parks & Community Services is soliciting proposals from qualified contractors to provide a variety of janitorial services at 30+ multi-use park facilities. The facilities include administrative offices, maintenance facilities, a tennis center, a farm park, community centers, etc., and buildings that range in size from 2,000 to 34,000 square feet. The requested services are for janitorial, carpet cleaning, solid surface floor care, and window washing for these facilities.

Contractor agrees to comply with the provisions of Title VI.

Dated this 9th day of October, 2012.

Published: Seattle Times: October 9th & October 16th
Seattle Daily Journal of Commerce: October 9th & October 16th
REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the City of Bellevue, Washington for:

RFP #12205
Janitorial Services at 30+ Multi-Use Park Facilities

by filing with Contracting Services office of the Finance Department, Service First Desk, 450 110th Ave NE, First Floor, Bellevue, Washington, 98004 until:

Date: 10/23/2012
Time: 3:00 PM

Proposals submitted after the due date and time will not be considered. The proposing party accepts all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available from the Contracting Services office located at the above address or by calling (425) 452-7876. The RFP is also available on the City’s website at www.bellevuewa.gov, under “Departments”, “Finance”, “Bid Information” then “Current Bid Opportunities, RFPs and RFQs”.

The City of Bellevue reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful party must comply with the City of Bellevue equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, sexual orientation, nationality or disability.

It is the City of Bellevue’s policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

Dated this 9th day of October, 2012.

Jamie Robinson
Contracting Services Supervisor
Section 1 - General Information

NOTICE: Notice is hereby given that proposals will be received by the City of Bellevue, Washington, for RFP # 12205 - Janitorial Services at 30+ Multi-Use Park Facilities by filing with the City at the above location.

BACKGROUND INFORMATION:
The City has historically awarded janitorial service contracts for these sites to multiple contractors. The desired result of this RFP is to award one (1) contract to an established and reputable janitorial company that, through their offer of best value to the City, will take a leadership role in providing consistent, high quality service to these Bellevue Parks & Community Services' facilities.

If it is in the City's best interest to do so, the City reserves the right to award a separate contract(s) for the services included in the specifications under 9.0 ADDITIONAL CONTRACTED SERVICE OPTIONS. Whether submitting a proposal for all of the work, just the janitorial services portion, or any portion of the Additional Contracted Service Options, Contractor's proposal must include all facilities.

The City will review proposal responses and prepare a short-list of contractors to participate in the October 25, 2012 pre-submittal meeting/site tour. After the tour, Contractors will have until November 1st to submit a ATTACHMENT "F" COST PROPOSAL (forms to be provided at the pre-submittal meeting/tour).

BRIEF SCOPE OF SERVICES (Additional Detail listed in Attachment "A"): 
Bellevue Parks & Community Services is soliciting proposals from qualified contractors to provide a variety of janitorial services at 30+ multi-use park facilities. The facilities include administrative offices, maintenance facilities, a tennis center, a farm park, community centers, etc., and buildings that range in size from 2,000 to 34,000 square feet. The requested services are for janitorial, carpet cleaning, solid surface floor care, and window washing for these facilities.

**DURATION OF SERVICES:**

The term of the awarded Contract will be for 2 years.

Prior to the expiration of the term of the awarded Contract, or any renewals or extensions thereof, the City may, in its sole discretion, renew the Contract for 1 period of 2 years, with the same terms and conditions.
RFP SCHEDULE:
(These dates are estimates and subject to change by the City)

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<tr>
<th>Event</th>
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<tr>
<td>RFP Release:</td>
<td>October 09, 2012</td>
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<td>Pre-Submittal Meeting:</td>
<td>October 25, 2012</td>
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<td>Vendor Questions Due:</td>
<td>October 18, 2012 by 5:00 PM</td>
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<td>Responses to Vendor Questions:</td>
<td>October 19, 2012</td>
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<td>Proposal Responses Due:</td>
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<td>Announce Short-Listed Firms</td>
<td>October 24, 2012</td>
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<td>Formal Presentations/Interviews:</td>
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<td>Announce Apparently Successful Firm</td>
<td>November 05, 2012</td>
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<td>New Contract in Place:</td>
<td>January 2013</td>
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PRE-SUBMITTAL MEETING: A pre-submittal meeting will be held at:
Bellevue City Hall, 450 100th Avenue, NE, Bellevue, WA 98004 on October 25, 2012 at 8:00 a.m.

Short-listed Contractors will be called and/or e-mailed on October 24th with the pre-submittal/site tour details. Contractors should anticipate that the October 25th site tour may take the entire day (8:00 a.m. to 5:00 p.m.).

Attendance is strongly encouraged.

QUALIFICATIONS: The Vendor is required to have the following qualifications:

- Must be a contracted janitorial company in business for a minimum of the last five (5) years;
- Must currently provide janitorial service for 100,000 sq. ft. or more and have the ability to increase workload to provide the services described herein;
- Must currently provide janitorial service to at least two (2) commercial accounts consisting of government, educational, library, office, or other public access space; and
- Must currently have at least $150,000 in annual gross revenue.

SUBMITTAL REQUIREMENTS: Responses to this RFP must include the following:

- A completed and signed RFP Proposal Form
- A completed and signed Proposer's Qualification Certificate
- A completed and signed Non-Collusion Certificate.
- A completed and signed Affidavit of Equal Opportunity & Title VI Compliance form.

REQUIRED NUMBER OF PROPOSALS: six (6) completed proposal(s) must be received by the proposal due date and time. The City at its discretion may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures by authorized personnel, on all documents that require an authorized signature.

EVALUATION PROCEDURES: Vendors are encouraged to be creative in responding to this RFP; proposing alternatives in addition to a traditional service delivery model. A joint proposal between two Vendors may be submitted. Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Vendor’s proposal and how well the proposal meets the needs of the City. In evaluating the proposals, the City will be using a criteria evaluation process.

EVALUATION CRITERIA: Proposals will be evaluated by City staff based upon the responsiveness of the Proposal to this RFP, which may be weighted by the City in any manner it deems appropriate. Interviews, if considered necessary, will be held with selected Vendors based on an evaluation of the proposals. All proposals will be evaluated using the criteria listed below:
• EXPERIENCE (25%) - Contractor's proposal demonstrates: 1) experience in providing professional janitorial service in similar environments (i.e. facilities with visitors, guests; older facilities; art and education centers; community centers; aquatic, golf course, park and/or tennis facilities); 2) knowledge of current industry practices, green operations and materials; and, 3) safety standards/plans for the use of all cleaning products and equipment.

• REFERENCES (25%) - Contractor's proposal includes at least three references that: 1) are relevant to Bellevue Parks & Community Services' needs; 2) are relevant to working in facilities similar in type to Bellevue's; and, 3) can provide feedback on the Contractor's past performance in areas of customer service, ability to work independently, willingness to work with others as needed, ability to meet required deadlines, and attitude of respect for co-workers and guests.

• APPROACH/EVALUATION OF PERFORMANCE/ABILITY TO START (25%) - Contractor's proposal outlines: 1) a defined approach to site staffing and supervision; 2) a defined process for initial and on-going training; 2) a defined process for service evaluation to ensure proper personnel are placed and meeting expectations; 3) the number of staff assigned to the contract, and the time needed to place them once the contract is awarded; and, 4) Contractor's ability to perform the work on a consistent and timely basis as determined by information contained in the proposal and references.

• COST (20%) - Contractor's proposal provides the best value for the City's business needs. For the purpose of evaluating cost proposals only, the City will calculate and reduce Contractor's ATTACHMENT "F" COST PROPOSAL by any prompt payment discount term of 10 days or more that is offered by the Contractor.

• QUALITY OF PROPOSAL (5%) - The information contained in the Contractor's proposal is: 1) clearly stated; 2) presented in an organized manner; and, 3) complete - provided the information and materials requested.

• CLEANING INDUSTRY MANAGEMENT STANDARD (CMIS) (5%) - An additional 5% bonus will be given to Contractors who provide proof of CIMS certification with their proposal response.

QUESTIONS: Questions regarding this project may be directed to the RFP coordinator via e-mail at lmbrown@bellevuewa.gov. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Any questions will be answered in writing and posted on the City’s website at www.bellevuewa.gov under "Find”, “Bids, RFPs and RFQs”, then "Current Bid Opportunities, RFPs and RFQs”. It is the responsibility of individual firms to check the website for any amendments or Q & A’s to this RFP.

CODE OF CONDUCT POLICY - COMPETITIVE SOLICITATIONS:

Definitions:
- Solicitations: method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications Request for Information, or any other method of obtaining competitive offers.
- Blackout Period: The period between the time a solicitation is issued by the City and the time the City awards the contract.
- Lobbying: The attempt to persuade or influence any City employees, officials, or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

Conduct of Participants: After the issuance of any solicitation, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from lobbying any City employee, official or representative at any time during the blackout period.

Sanctions: The City may reject the submittal of any bidder, proposer, contractor and/or consultant who violates the policy set forth herein.

REJECTION OF PROPOSALS: The City reserves the right to reject any and all Proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by Vendors in the preparation and submission of their Proposals. Furthermore,
the RFP does not obligate the City to accept or contract for any expressed or implied services.

**RFP ADDENDA:** The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

In the event that it becomes necessary to revise any part of this RFP, the City will issue the addenda on the City's website (www.bellevuewa.gov) under "Find", "Bids, RFPs and RFQs", then "Current Bid Opportunities, RFPs and RFQs". It is the Vendor's responsibility to confirm as to whether any addenda have been issued.

**PROPOSAL MODIFICATION & CLARIFICATIONS:** The City reserves the right to request that any Vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

**EXCEPTIONS:** If Vendor(s) takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified on the RFP Proposal Form. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted on the RFP Proposal Form under "Exceptions". Such exceptions shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception.

**PROPOSAL VALIDITY PERIOD:** Submission of a proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 120 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the City and the successful Vendor.

**RESPONSE FORMAT:** Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP.

Vendor proposals must be submitted in the format specified below. Vendors that deviate from this format may be deemed non-responsive. Faxed proposals will not be accepted.

**COMPLETENESS OF PROPOSAL:** The Vendor must submit a completed RFP Proposal Form (included in this RFP) signed by a Vendor representative authorized to bind the proposing company contractually.

**PROPOSAL RESPONSE DATE AND LOCATION:** Proposals must be submitted no later than 3:00 PM on October 23, 2012. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.

**PROPOSAL SIGNATURES:**
- An authorized representative must sign proposals, with the Vendor's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

**CONTRACT NEGOTIATION:** The City reserves the right to negotiate with the highest ranked firm that, in
the opinion of the City has submitted a proposal that is the “best value” to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a proposer and the City shall incur no liability to any proposer as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as:

- Contract details
- Contract payment details
- Service requirements
- Minor changes to the scope of services

**CONTRACT AWARD:** The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City.

A sample City contract is provided on the City’s website at [www.bellevuewa.gov](http://www.bellevuewa.gov). To view a PDF version of the sample contract document click on “Find | Bids, RFPs and RFQs | Current Bid Opportunities, RFPs and RFQs.” It is expected that the Vendor will review this contract prior to submitting a proposal. The City typically does not accept changes to the Professional Services Contract terms and conditions. Should the Vendor wish to propose changes to the Contract terms and conditions, the desired changes must be identified in the Vendor’s proposal. The City is under no obligation to accept such proposed changes, and may reject a Vendor’s proposal based on proposed changes unacceptable to the City.

The general conditions and specification of the RFP and the successful Vendor’s response, as amended by Contract between the City and the successful Vendor, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the City will verify Vendor representations that appear in the proposal. Failure of a Vendor to perform services as represented may result in elimination of the Vendor from further competition or in Contract cancellation or termination.

Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Vendor. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

The City further reserves the right, at its sole option, to award more than one contract or split a contract among multiple Vendors, or use a contract different from the sample City contract.

**END OF SECTION 1 - GENERAL INFORMATION**
Section 2
TERMS & CONDITIONS

EQUAL OPPORTUNITY EMPLOYMENT: The successful Vendor or Vendors must comply with the City of Bellevue equal opportunity requirements. The City of Bellevue is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability or sexual orientation.

TITLE VI: It is the City of Bellevue’s policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.

INSURANCE REQUIREMENTS: The selected Vendor, or Vendors, shall maintain insurance that is sufficient to protect the Vendor’s business against all applicable risks, as set forth in the City’s Standard Insurance Requirements Attachment “B.” Please review insurance requirements prior to submitting a Proposal. If selected Vendor is unable to meet these standard requirements, please note current or proposed insurance coverage in submittal as an Exception. Standard requirements may be negotiated if it is in the best interest of the City.

INDEMNIFICATION: The Vendor shall hold harmless, defend, and indemnify the City and the City’s officers, agents, and employees against any liability that may be imposed upon them because of the Vendor’s failure to provide compensation coverage or liability coverage.

PREVAILING WAGE: This Contract is subject to the requirements of Chapter 39.12 RCW, and as it may be amended, relating to prevailing wages. On Public Works projects, funded in part or in whole with Federal Funds, laws and regulations shall also be applicable. NO WORKER, LABORER OR MECHANIC EMPLOYED IN THE PERFORMANCE OF ANY PART OF THIS CONTRACT SHALL BE PAID LESS THAN THE PREVAILING RATE OF WAGE as determined by the Industrial Statistician of the Department of Labor and Industries for the State of Washington. The schedule of prevailing wage rates for the Contract is made a part of this contract as set forth in Attachment “C” to this contract or as subsequently amended.

Prior to making any payment under this Contract, the City must receive an approved copy of the "Statement of Intent to Pay Prevailing Wages on Public Works Contracts" from the Department of Labor & Industries. It is the Vendor’s responsibility to obtain and file the "Statement of Intent to Pay Prevailing Wage". The Vendor shall be responsible for all filing fees. Each invoice may include a signed statement that prevailing wages have been paid by the contractor and all subcontractors. Following the final acceptance of services rendered, the Vendor shall submit an "Affidavit of Wages Paid".

BUSINESS REGISTRATION AND TAXATION: The Vendor or Vendors awarded the contract will be subject to City of Bellevue Business Registration and Business Taxation as presented in the Bellevue City Code. Questions about the City’s Business and Occupation (B&O) tax should be directed to the City’s Tax office at 425-452-6851.

NON-ENDORSEMENT: As a result of the selection of a Vendor to supply products and/or services to the City, Vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

NON-COLLUSION: Submittal and signature of a Proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.

COMPLIANCE WITH LAWS AND REGULATIONS: In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor or Vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

EXPANSION CLAUSE: Any resultant contract may be further expanded to include any other item normally offered by the vendor, as long as the price of such additional products based on the same cost/profit formula as the listed item.
OWNERSHIP OF DOCUMENTS: Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.

CONFIDENTIALITY OF INFORMATION: All information and data furnished to the Vendor by the City, and all other documents to which the Vendor’s employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

PUBLIC RECORDS: Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

COOPERATIVE PURCHASING: RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with the City of Bellevue may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to the City of Bellevue to other agencies for the same cost, terms and conditions.

The City of Bellevue does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Bellevue accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases.

END OF SECTION 2 - TERMS AND CONDITIONS
ATTACHMENT "A"
SCOPE OF WORK

JANITORIAL SERVICES
SCOPE OF WORK

GENERAL
The scope of work as stated herein is for contracted janitorial services at 30+ designated Bellevue Parks & Community Services’ facilities, or other sites as may be needed. Specific services, service times and service frequencies are included in the ATTACHMENT “E” JANITORIAL SERVICE SCHEDULE for each facility. No deviation of the schedules shall be allowed except as authorized by the City Contract Administrator or other authorized City representative.

The Contractor shall be responsible for determining all conditions affecting the execution of the proposed work. This includes, but is not limited to, the location of the facilities, the time required to perform the services, labor, supervision, materials, equipment, transportation, uniforms, etc., necessary to complete the janitorial services in a manner that meets or exceeds the STANDARDS OF PERFORMANCE & WORKMANSHIP (ATTACHMENT “D”) found in these specifications.

It shall be the sole responsibility of the Contractor to ensure that sufficient manpower is available at all times to complete the assigned work, regardless of illness, holidays, weekends or any other matters that apply or otherwise influence the work. Failure of the Contractor’s employees to report for City assignments per the scheduled time(s), shall be sufficient cause for the City to give notice that the Contractor is in default of the contract and subject to financial penalty and/or contract reconsideration or termination.

ADDITIONAL, MODIFIED, REDUCED, OR DELETED WORK
Due to the generalized nature of the work, the services, service times and service frequencies required in ATTACHMENT “E” are subject to change based on the City’s operational needs. The City reserves the right to add, modify, reduce or delete janitorial services based on the unit cost per occurrence as offered in the Contractor’s ATTACHMENT “F” COST PROPOSAL. Payment, or an equal shift or alteration to an existing facility service to help offset service or service frequency changes, may be a consideration. The City Contract Administrator shall provide the Contractor with written notification of any addition, modification, reduction or deletion in services seven (7) days prior to the commencement of the altered or modified work. No claim for extra services or materials shall be allowed unless covered by prior written agreement.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY
The Contractor and his/her employees shall exercise all necessary precautions to protect pedestrian traffic and all public and private property from injury or damage caused by the Contractor’s operations. Signs, tape and/or barricades shall be used as necessary to mark wet/waxed areas, or to indicate restrooms or other facilities are temporarily closed for janitorial service. Any practice deemed hazardous by the City Contract Administrator or other authorized City representative shall be immediately halted upon verbal or written notification.

The Contractor and his/her employees shall immediately report any observed damage or potential hazards to the City Contract Administrator or other authorized City representative. Damage and potential hazards include, but are not limited to, broken fixtures or pipes, building or system damage or needed repairs, HVAC issues, leaks, smells or smoke. During normal business hours, emergencies shall be directed to the City Contract Administrator at (425) 452-7831. After hours emergencies shall be reported to (425) 452-6855.
CONTRACTOR’S PERSONNEL

Prior to working at any City facility, Contractor’s employees must successfully pass a thorough background check that may include fingerprinting. It shall be the Contractor’s responsibility to notify the City Contract Administrator prior to making any staff changes that might otherwise allow an employee who has not been background checked access to City facilities.

All employees of the Contractor must maintain a professional appearance and demeanor, and visibly display some form of identification, such as a Contractor’s official badge or uniform, when on duty at City facilities. Unkept beards or hair, dirty or torn clothing, body odor or other objectionable traits will not be considered an acceptable professional appearance.

Contractor’s employees must be physically able to perform all aspects of the work, including but not limited to, standing for long periods of time, walking, bending over, stooping down, lifting at least 40 lbs. without additional assistance, climbing ladders, reaching and having sufficient stamina to work the hours assigned to them.

It shall be the responsibility of the Contractor to ensure that his/her employees complete the services in a manner consistent with the best management practices of the industry, and that they are properly trained in the safe use and application of all materials and equipment used at City facilities. Contractor’s employees may be required to have additional training for site specific operations, including construction, hazards, preservation, safety, and/or security, that will be agreed upon by the City Contract Administrator and the Contractor at the time of contract award.

Contractor’s employees shall perform the janitorial services at City facilities according to the ATTACHMENT “E” JANITORIAL SERVICE SCHEDULE for each facility. Any variance in the time of day the services can be performed shall be pre-approved by the Site Manager.

The work involved may be in facilities with secured access, or areas closed to the public except during normal business hours. The Contractor’s employees shall maintain the security of these areas by locking them immediately upon entering the facility and again when leaving the facility after completing the janitorial services. Prior to leaving the facility, Contractor’s employees will make a final check of all windows, exterior doors, gates or other access points to the building or site to ensure they have been locked and that all lights, except night lights, have been turned off.

If working after normal business hours, Contractor’s employees will not, under any circumstances, allow any unauthorized person(s) entry into any City facility. Unauthorized persons include, but are not limited to, children, friends or relatives of Contractor’s employees.

For those facilities equipped with burglar or other surveillance equipment, the Contractor’s employees shall be responsible for disarming the alarm immediately upon entering the facility and “setting” the alarm when leaving the facility. The City will deduct $100.00 from payments to the Contractor for each security failure that constitutes a potential hazard to a City facility, or where a false alarm is caused as a result of Contractor’s employee not properly operating the building’s security system.

Keys and entry codes to City facilities included in the contract will be issued to the Contactor. Under no circumstances shall the Contractor or his/her employees make duplicates of any City issued key(s). The City will deduct $500.00 from payments to the Contractor for each City issued key that is lost, broken through neglect or misuse, or not returned to the City at the expiration of the contract. The City will deduct $100.00 from payments to the Contactor for each entry code that must be reset as a result of a breach of building security by the Contractor’s employees.
The Contactor shall assign specific employees and qualified supervision to each facility. The supervisor’s qualifications shall be determined by a substantiated history of at least three (3) years of on-the-job custodial experience, including at least one (1) year of supervisory experience in the field of janitorial and/or maintenance support services.

Each supervisor, foreman, employee or representative of the Contractor must be fluent in English and able to communicate verbally and in writing with his/her staff, co-workers and City employees.

The Contactor shall instruct supervisors and subordinate staff to accept and act upon direction given by the City Contract Administrator or other authorized City representative. Failure of Contactor’s employees to act upon direction as described above shall be sufficient cause for the City to give notice that the Contactor is in default of the contract, unless such directives would create or cause personal injury or a safety hazard, or if the direction is contrary to the intent of the specification.

The Contactor and his/her employees shall not remove or consume any property belonging to the City, City employees, or other contractors working for the City. This policy includes any articles that may be deposited for disposal in recycling or trash containers. The Contactor and his/her employees shall not use any City property, including computers, fitness equipment, telephones, FAX or copy machines, ladders, lifts, tools or other equipment, without the approval of the City Contract Administrator or other authorized City representative.

Smoking is not permitted in any City building or while on duty on City property. All vehicles owned by the Contactor or the Contactor’s employees must be kept in good working condition so as not to leak oil or grease on City property including permeable parking lots, pavers, walkways, or other surfaces.

**SUBCONTRACTORS**
The Contactor shall not subcontract any work without the prior written approval of the City Contract Administrator. Subcontractor(s), if approved, shall be bound by the same conditions of the contract between the City and Contactor and shall perform the work in accordance with all terms of the contract and specifications. The Contactor shall identify all Subcontractors proposed to be used in the performance of the contact in the PROPOSER’S QUALIFICATION CERTIFICATE.

**MATERIALS AND EQUIPMENT**
To promote and encourage environmentally sustainable practices for companies doing business with the City, the City requires the Contactor to use Green Seal, Eco Logo or other green certified cleaning products in performing the work described in these specifications. The Contactor shall submit a list of the products he/she intends to use in performing the work on the PROPOSER’S QUALIFICATION CERTIFICATE. Green Seal products can be found at http://www.greenseal.org/findaproduct/index.cfm.

In addition to promoting the use of environmentally friendly cleaning products, the City desires to reduce the use of products that contain or release PBT (Persistent Bio-Accumulative Toxic) chemicals at its facilities. PBT chemicals are defined as mercury, dioxin, PCBs, PBDEs (polybrominated diphenyl ethers, i.e., flame retardants), or others as identified on the State of Washington, Department of Ecology’s PBT priority list (see http://www.toxicfreelegacy.org/pbtlist.html). Should the Contactor be unable to obtain a reasonable or economically feasible substitute, the City may amend this PBT-free requirement to allow for the use of products that include or release the least amount of such PBT chemicals as practical. To obtain a PBT-free exception, the Contactor shall subject a written request to the City Contract Administrator. The Contactor shall not, under any circumstances, use any products that contain or release PBT chemicals at City facilities without the prior written consent of the City Contract Administrator.

For the purpose of the contract, the Contactor shall be required to furnish all paper supplies, including
toilet paper, paper towels and seat covers, for use at City facilities. These supplies shall be of a commercial grade and subject to the approval of the City Contract Administrator. The Contractor shall be entitled to reimbursement for these paper supplies based on the cost plus percentage mark-up offered in the Contractor’s ATTACHMENT “F” COST PROPOSAL.

In addition to the above noted supplies, the Contractor shall furnish the below materials at his/her own expense, and at no additional cost to the City under the contract. All Contractor supplied materials and equipment shall be of a commercial grade and subject to the approval of the City Contract Administrator.

1. All plastic office trash can liners, sanitary napkin refills and receptacle bags, company owed refuse collection bags, all liquid/cream hand soaps commonly used in hand-type dispensers, germicidal and disinfectant cleaning products, all chemicals, waxes, strippers, bowl cleaners, spot removers, wood cleaners, brass and metal polishes, dusting sprays, floor sweeping compounds, glass and metal cleaners or other cleaning supplies incidental to the cleaning process. Upon contract award, in accordance with federal, state and local law, the Contractor shall provide, and maintain in the Janitorial Handbook located at each site, Material Safety Data Sheets (MSDS) for all products used in the performance of the work.

1. All power and hand equipment and tools including wiping and dust rags/cloths, sponges, scrubbing pads/cloths, mops, mop buckets, brushes, brooms, floor/window squeegees, vacuum cleaners and bags, buffing machines, window washing equipment, warning signs/barriers or other equipment or items incidental to the cleaning process. The Contractor’s equipment and tools shall be permanently marked with the Contractor’s name or other identification. The Contractor shall be solely responsible for the maintenance, upkeep, repair, and replacement of his/her equipment. The Contractor and his/her employees shall not use electrically or mechanically defective equipment.

1. Uniforms (if applicable) and identification for Contractor’s employees.

The Contractor and his/her employees shall not abuse the use of any City supplied material or equipment. Doing so may be grounds for immediate removal of the particular employee or, in more severe cases, cancellation of the contract.

INSPECTIONS
The facilities included in the contract are subject to daily inspection by City staff for the purpose of identifying janitorial service deficiencies, assessing the Contractor’s performance, and determining adjustments to service levels. Noted deficiencies shall be corrected by the next business day or within 24 hours. Deficiencies resulting in a safety or other direct sanitation threat shall be corrected within 12 hours, or immediately if the severity warrants. In any case, the City shall make the final determination as to the severity of any situation.

The Contractor or his/her supervision shall perform routine inspections of the facilities as a means of ensuring internal quality control. The results of these inspections shall be documented on an ATTACHMENT “G” MONTHLY INSPECTION REPORT (forms to be provided at the pre-submittal meeting/site tour) and submitted with the Contractor’s monthly invoice.

PROBLEMS, COMPLAINTS, AND CONTRACT TERMINATION
The Contractor and his/her supervision shall meet with the City Contract Administrator or other authorized City representative as needed to discuss any problems, complaints, needs, service adjustments, and/or other mutual areas of concern.

The Contractor shall satisfactorily complete all services as set forth in these specifications. If the Contractor
fails to execute the work in accordance with the contract, and/or a dispute arises as to the quality and/or quantity of the work completed, the City reserves the right to withhold payment based on the unit cost per occurrence as offered in the Contractor’s ATTACHMENT “F” COST PROPOSAL until such time that performance improves or the dispute is resolved.

The City may give the Contractor notice, either verbally or in writing, indicating problems, complaints, service deficiencies or other contract disputes. In certain instances the City may require the Contractor to respond to a request or notice in writing. In the event the City Contract Administrator or other authorized City representative requests replacement of a Contractor’s employee, the Contractor will provide a replacement within 24 hours for valid reasons such as non-performance, poor attitude, poor appearance, criminal activity, controlled substance or alcohol abuse, or other reasonable cause.

If, repeated attempts by the City and the Contractor fail to resolve conflicts or other issues, the City reserves the right to terminate the contract by giving ten (10) days written notice to the Contractor. If it is in the best interest of the City, the City may opt to retain the services of the next highest scoring responsive proposer, or to make any other arrangements necessary to provide the janitorial services as found in these specifications.

ACCEPTANCE OF COMPLETED WORK
Any deficiencies in the work shall be brought to the attention of the Contractor or his/her employees by the City Contract Administrator or other authorized City representative. To the extent possible, the Contractor or his/her employees shall correct deficiencies on the same day or the following workday. When noted deficiencies have been corrected to the satisfaction of the City Contract Administrator, the completed work shall be considered acceptable unless the same or similar deficiencies occur on a continuous basis.

PAYMENT
The Contractor shall not pre-bill for services yet to be performed, or bill for skipped or unacceptable services as conveyed by the City Contract Administrator. Completed services shall be billed on a single monthly invoice that itemizes the scheduled and pre-approved extra service charges for each facility/work order. Payment for all acceptable work will be made on the basis of the Contractor’s ATTACHMENT “F” COST PROPOSAL, unless other prior arrangements have been made between the City Contract Administrator and the Contractor. Upon receipt of the invoice and completed Monthly Inspection Report for each facility, the City shall make payment to the Contractor for all acceptable work within 30 days (unless a prompt payment discount term of 10 days or more is offered by the Contractor).

COST INCREASES
No cost increases will be allowed during the first term of the contract. Beginning in 2015, any Contractor proposed cost increase resulting from a change in prevailing wage rates, shall be compensated by the City on a pass through basis only. In the event of special or unanticipated market conditions, the City may consider other increases after the initial contract period provided the proposed increases do not exceed the current year CPI. The Contractor shall submit proposed cost increases, including an explanation and relevant documentation for the increases, to the Contract Administration at least 45 days prior to the contract anniversary date.
ATTACHMENT "B"
INSURANCE REQUIREMENTS
RFP #: 12205
RFP Title: Janitorial Services at 30+ Multi-Use Park Facilities

The Vendor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Vendor. Insurance shall meet or exceed the following unless otherwise approved by the City.

**A. Minimum Insurance:**
- Commercial General Liability coverage with limits not less than $1,000,000 per occurrence/
  $2,000,000 annual aggregate.
- Business Automobile Liability coverage with limits not less than $1,000,000 per accident for any auto.
- Stop Gap/Employer’s Liability coverage with limits not less than $1,000,000 per accident/disease.
- Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

**B. Additional Insurance:**
- Employee Dishonesty coverage endorsed for third party fidelity coverage for the City or endorsed to cover Client Property with limits not less than $100,000 per occurrence and as an annual aggregate.

**C. Self-Insured Retentions:**
Self-insured retentions must be declared to and approved by the City.

**D. Other Provisions:**
1. Commercial General Liability policies must be endorsed to:
   a. Include the City, its officials, employees and volunteers as additional insured,
   b. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City.
2. Contractor or it’s Insurance Agent/Broker shall notify the City of any cancellation, or reduction in coverage or limits, of any insurance within seven (7) days of receipt of insurers’ notification to that effect.

**E. Acceptability of Insurers:**
Insurance shall be placed with insurers with a rating acceptable to the City.

**F. Verification of Coverage:**
Vendor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**G. Subcontractors:**
Vendor shall require subcontractors to provide coverage which complies with the requirements stated herein.
ATTACHMENT “C”
PREVAILING WAGE RATE REQUIREMENTS

The State of Washington prevailing wage rates for King County apply to work performed under this contract. The applicable prevailing wage rates may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx.

A copy of the applicable prevailing wage rates are available for viewing at the City of Bellevue’s Purchasing and Contracting Services office, located at Bellevue City Hall 450 110th Ave NE, Bellevue WA 98004. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

Prevailing Wage rates for prevailing wage contracts are published on the first business day of February and the first business day of August of each year. These rates become effective thirty days after the date of publication. Maintenance services (e.g.: janitorial, landscape, etc.) contracts of more than one year duration shall be modified for potential future variance in applicable prevailing wages each year after the first year of the contract. Prevailing wage increases shall be adjusted on the annual anniversary date of the Contract.

Vendor agrees to alter the wages it pays its employees on an annual basis in order to recognize and follow the most recently promulgated increases in prevailing wage rates established by the State of Washington Department of Labor and Industries (L & I) each year. Vendor acknowledges that the City has borne the cost of the increase in wages due employees under WAC 296-127-023 for the duration of the contract and included these increase in the original contract amount. Should the increase in wages due to employees exceed the contract amount, the Vendor must notify the City forty-five (45) days prior to the anniversary date of the contract in order to amend the contract. Failure of the Contractor to comply with the terms of this section may be considered by the City to be a material breach of this agreement.

Intents and Affidavits
Prevailing Wage contracts require that each and every Vendor and Sub-Contractor (“Contractors”) on the contract file the Statement of Intent to Pay Prevailing Wages (Intent), and Affidavit of Wages Paid (Affidavit) Public Works contract form. The Contractors are responsible for filing all forms with L&I and shall be responsible for paying all filing fees. Once forms are approved by L&I, Vendor shall submit forms to the City. There is no minimum dollar contract amount. Intent and Affidavit forms are required for every prevailing wage contract regardless of the size of the contract.

The Intent form is filed annually on the anniversary date of the contract. The City shall not make the first annual payment until Contractors have submitted an Intent form that has been approved by the Industrial Statistician.

The Affidavit form is filed prior to the final payment of the annual contract. The City shall not release final annual payment until all contractors have submitted an Affidavit form that has been certified by the industrial statistician.

For additional information, contact:

State of Washington
Department of Labor and Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540
http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp
ATTACHMENT “D”
STANDARDS OF PERFORMANCE & WORKMANKSHIP

The intent of this portion of the specifications is to clarify the City’s expectation for the level of service and janitorial care of its Parks & Community Services’ facilities. The following statements indicate the general, minimum standards of cleanliness and workmanship to be furnished under the contract; however, these standards are not meant to replace or supersede manufacturers’ recommendations, or the latest industry standards for the use and application of materials and equipment.

The level of service, as outlined in these specifications, shall be consistently maintained for the duration of the contract.

1.0 ENTRY AREAS (FRONT SIDEWALK TO FRONT DOOR UP TO 40 FEET)
Satisfactory and acceptable entry areas, including exterior foyers, entry ramps, stairways, and interior lobbies, shall be free of dirt, dust, debris, and stains. Acceptable entry areas shall present a clean, uniform appearance.

- All paper, trash, or other discarded materials shall be disposed of in the appropriate recycling or trash container.
- Vertical surfaces of exterior foyers shall be cleaned as necessary to remove cobwebs, dirt, dust, and other loose or foreign material.
- Interior and exterior entry areas shall be thoroughly swept and/or vacuumed. Vacuum attachments, or other tools, will be used to remove lose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Entry mats shall be thoroughly vacuumed. Surfaces under entry mats shall be routinely checked and swept and/or vacuumed as needed to remove dirt, dust, and other loose or foreign material.
- Hard surface floor, carpet, and entry mat stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee, grease, gum, heel and scuff marks, oil, and tar.
- Entry doors and door glass shall be cleaned inside and out to remove fingerprints, smudges, spots, steaks, etc.
- Items moved during entry area cleaning operations shall be returned to their original location.

2.0 FLOOR CARE (EXCEPT KITCHENS, RESTROOMS/LOCKER ROOMS & ELEVATOR CABS)

CARPET
Satisfactory and acceptable carpet areas shall be free of dirt, dust, debris, and stains. Acceptable carpet areas shall present a clean, uniform appearance.

- Paper clips, staples, and other debris shall be picked up and thrown away.
- Carpeted areas shall be thoroughly vacuumed. Vacuum attachments, or other tools, will be used to remove lose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Carpet stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee, grease, gum, oil, and tar.
• Baseboards shall be cleaned to remove scuff and smudge marks.
• Items moved during carpet cleaning operations shall be returned to their original location.

**HARD SURFACE FLOORS**
Satisfactory and acceptable hard surface floor areas shall be free of dirt, dust, debris, heel marks, smears, smudges, spots, stains, and streaks. Acceptable hard surface floors shall present a clean, uniform appearance.

- Hard surface floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove lose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Hard surface floors shall be wet mopped using an appropriate cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- Warning signs or barriers shall be posted during mopping operations for safety.
- Splash marks/spots shall be removed from baseboards, fixtures, furniture, and walls prior to completing wet mopping operations.
- Hard surface floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.
- Items moved during floor cleaning operations shall be returned to their original locations.

**POOL DECK**
Satisfactory and acceptable pool deck areas shall be free of dirt, dust, and debris. Acceptable pool deck areas shall present a clean, uniform appearance.

- Pool decks shall be dust mopped or swept to remove dirt, dust, and debris.
- Pool decks shall be hosed and then wet mopped using a disinfectant solution prescribed by the Site Manager. All mopped pool decks shall be rinsed and free of cleaning solution.
- Items moved during pool deck cleaning operations shall be returned to their original location.

**INDOOR & AIR STRUCTURE TENNIS COURTS**
Satisfactory and acceptable tennis court areas shall be free of dirt, dust, and debris. Acceptable tennis court areas shall present a clean, uniform appearance.

- Tennis courts shall be swept or vacuumed as prescribed by the Site Manager.
- Items moved during tennis court cleaning operations shall be returned to their original location.

**3.0 GLASS**
Satisfactory and acceptable glass, mirror, or vitreous surfaces shall be free from smears, spots, and streaks. Acceptable glass shall present a clean, clear, uniform appearance.

- Glass surfaces shall be cleaned with an appropriate glass cleaner to remove dirt, film, soil, spots, smears, streaks and other foreign substances. All excess cleaner will be removed from surrounding trim and surfaces.
- Items moved during glass cleaning operations shall be returned to their original location.

**4.0 DUSTING**
LOW DUSTING (UP TO 6 FEET IN HEIGHT) & HIGH DUSTING (OVER 6 FEET IN HEIGHT)

Satisfactory and acceptable low and high dusting areas shall be free of cobwebs, dirt, dust, smears, smudges, spots, stains, and streaks.

- Cobwebs, dirt, dust, and other laden airborne matter shall be removed by either chemical, manual, or mechanical means. Devices, that merely displace or redistribute matter, such as feather dusters, will not be used unless treated to attract and hold the matter.
- Surface smears, smudges, spots, stains, and streaks created as a result of dusting activities shall be removed immediately with an appropriate cleaner.
- Ductwork and vents, including ceiling and wall-mounted air diffusers and return air grills, and exposed lighting fixtures shall be dusted and/or “brush vacuumed” as part of high dusting operations.
- Items moved during low and high dusting operations shall be returned to their original location.

WINDOW BLINDS & SHADES & ROOM DIVIDERS

Satisfactory and acceptable window blinds and shades and room dividers shall be free of dirt, dust, debris, and stains. Acceptable window blinds and shades and room dividers shall present a clean, uniform appearance.

- Blinds shall be vacuumed using tools designed for cleaning blinds.
- Window shades shall be cleaned in-place whenever possible using an appropriate method. When it is more expeditious, effective, or safer to do so, shades may be removed for cleaning.
- Room dividers shall be vacuumed or dusted and spot cleaned or wiped down using an appropriate cleaner.
- Items moved during window blind and shade and room divider cleaning operations shall be returned to their original locations.

5.0 KITCHENS

Satisfactory and acceptable kitchens, kitchenettes, and lunchrooms shall present an overall clean appearance and meet or exceed Health Department standards for food preparation areas.

- All surfaces, including floors, in this section shall be cleaned using a “restaurant grade” or other appropriate disinfectant cleaner.
- Surfaces shall be damped wiped to remove dirt, food debris, grease, grime, spots, stains, and objectionable odors. Surfaces include, but are not limited to: appliance exteriors, cabinets, ceilings, countertops, faucets, fixtures, handles, hood fans, sinks, tables and chairs, trash containers, and walls.
- Chrome or stainless appliances and fixtures shall also be polished to remove fingerprints, streaks, and watermarks.
- Floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove lose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Floors shall be wet mopped using an appropriate disinfectant cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- Warning signs or barriers shall be posted during mopping operations for safety.
• Splash marks/spots shall be removed from appliances, baseboards, cabinets, fixtures, furniture, and walls prior to completing wet mopping operations.
• Floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.
• Product dispensers shall be checked and refilled on a daily basis.
• Items moved during kitchen cleaning operations shall be returned to their original locations.

6.0 RESTROOMS/LOCKER ROOMS
Satisfactory and acceptable restrooms and locker rooms shall present an overall clean appearance and be of “hospital” quality for sanitation.

• All surfaces, including floors, in this section shall be cleaned using a “hospital grade” or other appropriate disinfectant cleaner.
• Surfaces shall be damped wiped to remove all foreign materials including: debris, dirt, dust, feces, grease, grime, hair, marks, mildew, mold, rings, smears, smudges, soap scum, spots, urine, and other biological growth or stains. Surfaces include, but are not limited to: cabinets, ceilings, countertops, faucets, fixtures, handles, mirrors, product dispensers, shower stalls (including ceilings, curtains, doors and mats, enclosures, fixtures, grout, and walls), sinks, stall doors and partitions, tables and chairs, toilets, trash containers, urinals and walls.
• Mirrors, product dispensers, and chrome or stainless fixtures shall also be polished to remove fingerprints, streaks, and watermarks.
• Floors shall be dust mopped or swept to remove dirt, dust, and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove lose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
Floors shall be wet mopped using an appropriate disinfectant cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
• Warning signs or barriers shall be posted during mopping operations for safety.
• Splash marks/spots shall be removed from baseboards, cabinets, fixtures, furniture, and walls prior to completing wet mopping operations.
• Floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.
• Product dispensers shall be checked and refilled on a daily basis.
• Items moved during restroom/locker room cleaning operations shall be returned to their original locations.

7.0 RECYCLING & TRASH
Satisfactory and acceptable recycling and trash collection shall be performed daily and result in refuse being deposited into the appropriate collection receptacle and clean trash containers returned to their original locations.

• Recycling and trash containers shall be cleaned as needed with an appropriate disinfectant to remove dirt, food waste, grease, grime, stains, streaks and objectionable odors.
• Trash can liners shall be replaced on a daily basis.
• Items moved during recycling and trash collection operations shall be returned to their original locations.
8.0 MISCELLANEOUS

DRINKING FOUNTAINS
Satisfactory and acceptable drinking fountains shall present an overall clean appearance and meet the same standards for faucet and fixture cleanliness as noted in “5. KITCHENS” above.

ELEVATOR CAB
Satisfactory and acceptable elevators shall be free of dirt, dust, debris, and stains. Acceptable elevators shall present a clean, uniform appearance.

• Interior and exterior vertical elevator cab surfaces shall be cleaned with an appropriate cleaner to remove dirt, film, soil, spots, smears, streaks and other foreign substances. All excess cleaner will be removed from surrounding trim and surfaces.
• Elevator cab floors shall be thoroughly swept and/or vacuumed. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including corners, crevices, and door tracks, and carpeted elevator cab walls.
• Hard surface floor and carpet stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee grease, gum, heel and scuff marks, oil, and tar.

BLEACHERS
Satisfactory and acceptable bleachers shall be free of dirt, dust, debris, spills, spots, and stains. Acceptable bleachers shall present a clean, uniform appearance.

BLACKBOARDS & WHITE BOARDS
Satisfactory and acceptable blackboards and white boards shall present an overall clean, uniform appearance free of dust, fingerprints, marks and streaks. Acceptable boards shall have clean chalk/marker trays.

BASKETBALL BACKBOARDS
Satisfactory and acceptable basketball backboards shall present an overall clean, uniform appearance free of dust, fingerprints, grease, grime, marks and streaks.

9.0 ADDITIONAL CONTRACTED SERVICE OPTIONS

CARPET CLEANING
Satisfactory and acceptable carpet areas shall be free of cleaning residue, dirt, dust, debris, and stains. Acceptable carpet areas shall present a clean, uniform appearance.

• Carpets shall be cleaned using appropriate products applied according to manufacturers’ directions.

MACHINE SCRUB HARD SURFACE FLOORS
Satisfactory and acceptable machine scrubbed hard surface floor areas shall be free of dirt, dust, debris, heel and scuff marks, smears, smudges, spots, stains, and streaks. Acceptable machine scrubbed hard surface floors shall present a clean, uniform appearance.

• Hard surface floors shall be machine scrubbed using appropriate products and equipment as specified by manufacturers’ directions.
SPRAY BUFF HARD SURFACE FLOORS (EXCEPT WOOD FLOORS)
Satisfactory and acceptable spray buffed hard surface floors shall be free of dirt, dust, debris, heel and scuff marks, smears, smudges, spots, stains and streaks. Acceptable spray buffed floors shall present a “like new” waxed finish.

- Hard surface floors shall be spray buffed using appropriate products and equipment as specified by manufacturers’ directions.

SPRIP, SEAL, WAX & BUFF HARD SURFACE FLOORS (EXCEPT WOOD FLOORS)
Satisfactory and acceptable stripped, sealed, waxed and buffed hard surface floors shall be free of dirt, dust, debris, heel and scuff marks, smears, smudges, spots, stains and streaks. Acceptable floors shall present a glossy new “wet look” finish free of fogging and swirl marks.

- Hard surface floors shall be stripped, sealed, waxed and buffed using appropriate products and equipment as specified by manufacturers’ directions.

WINDOW WASHING
Satisfactory and acceptable window glass shall be free from smears, spots, and streaks. Acceptable glass shall present a clean, clear, uniform appearance.

- Glass surfaces shall be cleaned with an appropriate glass cleaner to remove dirt, film, soil, spots, smears, streaks and other foreign substances. All excess cleaner will be removed from surrounding trim and surfaces.
- Items moved during glass cleaning operations shall be returned to their original location.
To: City of Bellevue

From: ____________________________ Company Name

______________________________ Company Address

______________________________ City, State, Zip Code

______________________________ Phone, Email & Fax Number

Submittal Requirements Checklist:

☐ A completed and signed RFP Proposal Form
☐ A completed and signed Proposer's Qualification Certificate
☐ A completed and signed Non-Collusion Certificate.
☐ A completed and signed Affidavit of Equal Opportunity & Title VI Compliance form.

Exceptions:
Except as noted below, the undersigned hereby agrees to comply with all the terms & conditions put forth in the City's Request for Proposal.

The signature below represents review and acknowledgement of the City's Insurance Requirements as listed in Attachment "B". Our submittal includes the following verification (please check one):

☐ Evidence of Insurance Certificate verifying amounts of coverage.
☐ A written statement indicating the company currently has the required coverages or is willing to obtain (at company's own cost) the required coverages if awarded a contract.

Signed: ____________________________ Dated: ________________

Title: ____________________________
NON-COLLUSION CERTIFICATE

STATE OF ____________________________  ss.  
COUNTY OF ____________________________  ss.  

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to the City of Bellevue for consideration in the award of a contract on the improvement described as follows:

RFP # 12205 – Janitorial Services at 30+ Multi-Use Park Facilities

__________________________________________
(Name of Firm)

By: ________________________________________  
(Authorized Signature)

Title: ________________________________________

Sworn to before me this_____ day of ________________ 2012.

Notary Public

CORPORATE SEAL:
EQUAL OPPORTUNITY REQUIREMENTS
& AFFIDAVIT OF TITLE VI COMPLIANCE

Equal Opportunity Requirements Section:

General Instructions:
Applications: The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as set forth in Chapter 4.28.143 of the Bellevue City Code. All contractors, subcontractors, consultants, vendors and suppliers who contract with the City in a total amount of thirty-five thousand or more within any given year must comply with these requirements.
Affidavit: Before being considered for a contract of the magnitude listed above, all Vendors will be required to submit the “Affidavit of Equal Opportunity Compliance” as part of their proposal/qualifications or upon the request of the Procurement Services Division.
Compliance: The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.
Noncompliance: A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.
City contact: The City’s Compliance Office is the Procurement Services Division, and specific questions pertaining to this section may be directed to the Procurement Services Division at (425) 452-7876.
Bellevue City Code Excerpt:
Section 4.28.143 of the Bellevue City Code establishes the requirements for all contractual service providers:
“All contractors, subcontractors, consultants, vendors and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand or more within any given year are required to take affirmative action and comply with the following requirements of this section. There shall be included in any contract between such contractual services provider and the City of Bellevue the following provisions:
1. Vendor shall make specific and constant recruitment efforts with minority and women’s organizations, schools, and training institutions. This shall be done by notifying relevant minority and women’s organizations.
2. Vendor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women Vendors shall be notified in writing of any bids advertised for subcontract work.
3. Vendor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Vendor shall actively consider for promotion and advancement available minorities and women.
5. Vendor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Vendor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Vendor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City’s nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.
All contractors, subcontractors, vendors, consultants or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the Procurement Services Division. All documents related to compliance steps listed above shall be presented upon the request of the Procurement Services Division. The Procurement Services Division shall serve as the compliance office for the City and is authorized to develop and issue procedures for the administration of this section.”

Interpretations:
In order to more readily determine compliance with BCC 4.28.143, the following interpretations are provided:
Requirement 1. When a Vendor needs to recruit, they must notify minority and women’s organizations, schools and training institutions. Such “notification” can be in the form of an advertisement in newspapers or trade journals of general circulation in the metropolitan Seattle area. When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation, upon request by the City, that the hiring hall has an equal opportunity policy.
Requirement 2. When a Vendor intends to subcontract out any work they shall notify minority and women contractors for the subcontract work. The requirements to notify minority and women Vendors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.
**Requirement 3.** If and when a Vendor hires new employees or contracts with subcontractors, the contractor must alert such employees and subcontractors to the contractor’s commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.

**Requirement 4.** If and when a Vendor promotes or advances employees, the Vendor must consider all eligible employees.

The City of Bellevue reserves the right to audit all Vendors for compliance with the requirements set forth in BCC 4.28.143.

**Affidavit of Title VI Compliance Section:**

**Assurances for Contractors, Subcontractors, Consultants, Suppliers and Manufacturers.**

- **Compliance with Regulations:** The Vendor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- **Nondiscrimination:** The Vendor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Vendor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Vendor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Vendor of the Vendor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

- **Information and Reports:** The Vendor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance.** In the event of the Vendor’s noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  a. Withholding of payments to the Vendor under the contract until the contractor complies, and/or;
  b. Cancellation, termination, or suspension of the contract, in whole or in part.

- **Incorporation of Provisions.** The Vendor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Vendor shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Vendor may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.
AFFIDAVIT OF EQUAL OPPORTUNITY & TITLE VI COMPLIANCE

_________________________________________ certifies that:

Vendor

1. If necessary to recruit additional employees, it has:
   a. Notified relevant minority and women’s organizations, or
2. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.
3. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.
4. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.
5. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By: ____________________________________

(authorized signature)

Title: ____________________________________

Date: ________________________________