

**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](http://www.bellevuewa.gov) under "Departments | Finance | Bid Information | Bids/Request for Proposals/Request for Qualifications".

**RFP #:** 10292

**RFP Title:** HVAC Maintenance for City Hall

**RFP Due Date and Time:** October 22, 2010 at 4:00 PM

**Brief Scope of Services:**

Provide all labor, materials, tools and equipment to perform HVAC maintenance at Bellevue City Hall. Services include, but are not limited to, air filter changes and service and/or repair of air handlers, boilers and chillers on equipment identified in Attachment "A" SCOPE OF WORK .

Contractor agrees to comply with the provisions of Title VI.

Dated this 5th day of October, 2010.

Published:           Seattle Times: October 5th & October 12th

## REQUEST FOR PROPOSAL

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

**RFP # 10292**  
**HVAC Maintenance for City Hall**

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

Date: **10/22/2010**

Time: **4:00 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](http://www.bellevuewa.gov), under "Departments", "Finance", "Bid Information" then "RFP Opportunities".

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 5th day of October, 2010.

Jamie Robinson  
Contracting Services Supervisor



## City of Bellevue Request for Proposals

<u>Request for Proposals Information:</u>	<u>Submit Proposals to:</u>
<b>RFP Number:</b> 10292 <b>RFP Title:</b> HVAC Maintenance for City Hall <b>Date Issued:</b> October 05, 2010 <b>Contact Person:</b> Dave Schaut <b>Email Address:</b> dschaut@bellevuewa.gov <b>Backup Contact Person:</b> Tracy McMahan <b>Backup Email:</b> tmcMahon@bellevuewa.gov <b>Proposals Due:</b> October 22, 2010 @ 4:00 PM	<b>Physical Address:</b> City of Bellevue Service First Desk Attn: Contracting Services 450 110th Ave NE Bellevue, WA 98004  <b>Mailing Address:</b> City of Bellevue Service First Desk Attn: Contracting Services PO Box 90012 Bellevue, WA 98009-9012

### Section 1 - General Information

**NOTICE:** Notice is hereby given that proposals will be received by the City of Bellevue, Washington, for **RFP # 10292 - HVAC Maintenance for City Hall** by filing with the City at the above location.

**PURPOSE:**

To solicit proposals from qualified contractors to provide HVAC maintenance at Bellevue City Hall.

**BRIEF SCOPE OF SERVICES (Additional Detail listed in Attachment "A"):**

Provide all labor, materials, tools and equipment to perform HVAC maintenance at Bellevue City Hall. Services include, but are not limited to, air filter changes and service and/or repair of air handlers, boilers and chillers on equipment identified in Attachment "A" SCOPE OF WORK .

**RFP SCHEDULE:**

*(These dates are estimates and subject to change by the City)*

<u>Event</u>	<u>Date</u>
RFP Release:	October 05, 2010
Pre-Submittal Meeting:	October 14, 2010
Vendor Questions Due:	October 19, 2010 by 5:00 PM
Responses to Vendor Questions:	October 21, 2010
Proposal Responses Due:	October 22, 2010 by 4:00 PM
Submittal Evaluation Complete	October 29, 2010
Announce Apparently Successful Firm	November 05, 2010
New Contract in Place:	January 2011

**DURATION OF SERVICES:**

The term of the awarded Contract will be for 4 years .

**PRE-SUBMITTAL MEETING:**

The pre-submittal meeting will be held at Bellevue City Hall, 450 110th Avenue NE, Bellevue, WA 98004, Room 1E-112 on October 14, 2010 at 9:00 a.m. Attendance is strongly encouraged.

**QUALIFICATIONS:**

The Vendor is required to have the following qualifications:

- To be considered a responsive and responsible proposer, Contractor's submittal must clearly indicate compliance with the qualifications as required in Form #1 Contractor Qualification Certificate. Proposals that do not meet these standards may be rejected without further consideration by the City.
- The chosen Contractor shall dedicate one factory trained and certified HVAC technician to service the Turbo Core chiller compressors and Trane RTHD series chillers;
- Two journey level technicians shall be designated as leads for the facility and will perform all service/repairs as required;
- Five (5) or more years of related experience;
- Experience working with municipal and regulatory entities;
- Strong written, verbal and interpersonal communication skills;
- Ability to meet required deadlines as demonstrated by prior project history;
- Strong expertise, knowledge and/or experience in requested services.

**SUBMITTAL REQUIREMENTS:**

Responses to this RFP must include the following:

- Copies of licenses and training certificates for key personnel who would be assigned to the contract.
- A completed and signed Form #1 Contractor Qualification Certificate
- A completed and signed RFP Proposal Form
- A completed and signed Cost Proposal Form
- A completed and signed Non-Collusion Certificate.
- A completed and signed Affidavit of Equal Opportunity & Title VI Compliance form.

**REQUIRED NUMBER OF PROPOSALS:** Four 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, in ink, 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:

- Price;
- Experience working on similar service agreements;

- Qualifications of key personnel to be used on the project;
- Response of references;
- Ability to meet required deadlines.

**QUESTIONS:** Questions regarding this project may be directed to the RFP coordinator via e-mail at dschaut@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](http://www.bellevuewa.gov) under "Find", "Bid Information", "Request for Qualifications". It is the responsibility of individual firms to check the website for any amendments or Q & A's to this RFP.

**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](http://www.bellevuewa.gov)) under "Find", "Bid Information", then "Bids/Requests for Proposals/Requests for Qualifications". 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 60 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 4:00 PM on October 22, 2010. 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 | Bid Information | Contract Documents." 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 or disability.

**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.

**INFORMATION SECURITY REQUIREMENTS:** Reference Attachment "D" for information security details.

**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

### HVAC System Description

Bellevue City Hall is a 7-story low rise facility with two levels of basement. The building was originally constructed in 1983 as an office and data center. An extensive renovation of the facility was completed by the City late in 2005 and occupied by City Staff in early 2006. Significant upgrades to the facility, including mechanical systems, were completed during the 2005 renovation.

Ten built-up air handling systems located in the core tower mechanical room adjacent to the elevators serve the east/west office wings. Each air handler system includes a supply fan chilled water coil, heating fan with coil, return/exhaust fan and bathroom exhaust fan. Motors are equipped with VFD motor drives. Air is ducted to dual and single duct ceiling mounted VAV units.

Two built up air handling systems located in the basement serve four floors of office on the west side including; basement, lower level, 1st and 2<sup>nd</sup> floors previously referred to as the "data center". Air is delivered to under floor and over head VAV units. The core is cooling only VAV's and the perimeter under floor VAV's are fan powered with hydronic heat coils. This area operates 24/7 and serves Police operations, evidence storage, holding cells, forensic lab, lockers, showers and Police Records.

The 911 Dispatch Center, located on the 7<sup>th</sup> floor, is equipped with redundant AHU systems. Air handlers feed overhead and under floor fan powered hydronic heat VAV's.

Basement equipment includes the chiller plant, pumps, ceiling VAV's, domestic water heating system, back-up generator system, exhaust fans and pressurization fan. Rooftop equipment includes, gas fired boilers, pumps, four cooling towers, two AHU's, lab exhaust and smoke control exhaust fans.

The concourse is heated and cooled by a floor slab hydronic tubing system circulating both heating and cooling water. Ventilation is achieved from operable windows which are automated through the BAS controls. Council Chambers is equipped with a new dedicated built up AHU located in the P-4 parking garage below.

Nineteen CRAC units serve a variety of computer/UPS rooms and electrical closets from the basement to the 7<sup>th</sup> floor. Police facilities include a lab supported by a Phoenix supply/exhaust hood system.

The building automation system (BAS) serving City Hall is Delta Controls. Facilities Service Division contracts with a local factory representative for maintenance of the control system.

### General Requirements

**The agreement will be for full service and shall include all labor and materials to maintain, repair and/or replace all failed HVAC equipment identified on the Attachment "E" Equipment List provided with this RFP document. Other requirements include:**

- All service personnel working in the facility shall be required to pass a background check conducted by the Bellevue Police Department.
- 911 Dispatch operates 24/7 and takes priority over all other callouts and has a mandatory

- 1-hour response time, no exceptions.
  - Police operations are 24/7 and include; office space, records, forensic lab, custody, evidence storage, locker and shower facilities.
  - All hot work such as welding or brazing shall be completed after 6 PM and before 8 AM Tuesday through Sunday. No HVAC service shall be conducted during scheduled Council meetings typically held Monday evenings.
  - Two journey level technicians shall be designated as lead for the facility and will perform all service/repairs as required. There shall be one designated alternative technician as a backup.
- Cooling coil cleaning and air filters may be changed by an apprentice under the supervision of a journey level technician.
- The chosen contractor shall dedicate one HVAC technicians who has been factory trained and certified to service Turbo Core chiller compressors and Trane RTHD series chillers.
  - Response time for general government operations shall be the day service is requested unless request is called in after 12:00 noon in which case response time for service shall be no later than 12:00 noon of the following day.
  - Contractor shall provide service checklist detailing equipment and service performed.
  - Coordinate all service with Facilities Services staff by calling (425) 452-2986.
  - Debris associated with the maintenance and service of the equipment shall be removed from site daily.
  - All non-covered chargeable work must be pre-authorized by Facilities Services staff.

**Service Schedule and Technical Requirements:**

**Air Filter Replacement:** Air filters shall be supplied, delivered and removed from the facility at the time of service by the Contractor. On site storage is not available. Air filter service may be completed by an apprentice working for and supervised by the mechanical Contractor. The Contractor shall be responsible for determining the correct count and size of air filters and shall match existing filters currently in use.

**Air Filter Schedule:**

Equipment	12" Cartridge	2" or 4" Pleats	1" Pleats	2" Carbon Pleat
Cooling fan coils located in core, S-6, S-7, S-8, S-9, S-10, S-11, S-12, S-13, S-14, S-15	1 time annually	3 times annually		
Heating fan coils located in core, SF-8, SF-9, SF-10, SF-11, SF-12, SF-13, SF-14, SF-15, SF-16,		1 time annually		
Cooling fan coils located in basement, SF-2, SF-5	1 time annually	4 times annually		

AHU #1 P-4 garage		1 time annually		
AHU# 2 rooftop		4 times annually		
A/C-# 3 rooftop		As needed		
A/C-# 4 rooftop		4 times annually		
FCU-B-1 basement		2 times annually		
FCU-P1-1 lobby		2 times annually		
CRAC; B-01, B-02, B-03, B-05, 7-01, 7-02, 7-03, 7-04		3 times annually		
1 Split A/C indoor units		3 times annually		
85 - VAV fan powered units throughout the facility including under floor and ceiling			2 times annually	
1 Evidence exhaust fan				4 times annually

**Air Handlers:** All AHU fan coil units shall be serviced 3 times annually excluding 7<sup>th</sup> floor redundant A/C-3 which shall be serviced one time annually. Service shall include check; belts, pulley sheave inspection and alignment, condensate pan, vibration, coil condition, supply voltage, motor amps, economizer damper operation, lube all damper pivot points and linkage, condition of intake screens. Contractor shall add tabs to condensate pan to control biological growth.

**Backflow Preventers:** 27 backflow preventers shall be serviced annually as required by Bellevue Utilities Department.

**Boilers Gas Fired:** Each boiler shall be serviced 3 times annually. 2 of the 3 services shall be a basic inspection of operational performance and include visual inspection of boiler, controls and piping, flame color and size, make-up water strainers, expansion tank level, entering and leaving temperatures, voltage, amp draw, relief valve lift and check for proper seating, pressures and temperatures, low water cutoff, operating safeties and limits. A combustion analysis with a Bacharach analyzer shall also be completed during this service. The 4<sup>th</sup> quarter service (annual heating season) shall include the basic service and a completed inspection of the entire boiler per manufacturers specification. This service shall include removal of inspection panels to fully access the burner assembly and assessing the inside of the firing chamber insulation condition. Coordination with State and or insurance inspectors for the purpose of certifying this equipment will also be required.

**Chillers:** Each chiller shall be serviced 3 times annually. 2 of the 3 services shall be a basic inspection to include; Compressor oil level, operating pressures and temperatures at full load condition, discharge line temp, chilled water temp, condenser water temp, hot gas bypass operation, sequence of operation, crank case heaters, change to lead compressor, liquid line sight glass, control set point, all motor amps, supply voltage, unusual noise and vibration, refrigerant leaks (visual) capacity controls, safety controls, chilled water pressure, chilled water freeze point. The second quarter service (annual pre cooling season) shall include the basic service plus a complete service inspection of entire equipment per manufacturers specifications. This service shall include removal of end bells, accessing

tubing bundles and performing heat exchanger maintenance to control fouling of condenser tubes as required. Meggering motor windings and sampling compressor oil shall be required annually.

**CRAC Units:** Eight of the nineteen CRAC shall be serviced 3 times annually. The remaining eleven shall be serviced 1 time annually. Service shall include; humidifiers, new air filters, fan belt adjustment or replacement, pulley/sheave inspection and alignment, condensate pan, pump and trap, pan tabs to control biological growth, unusual vibration or noise, indoor coil condition, supply voltage, motor amps, control set points, sequence of operation, historical fault conditions listed on microprocessor. Service shall also include all manufacturers' recommendation.

**Cooling Coils:** Each cooling coil shall be cleaned annually. The method of cleaning shall be a through cleaning including the use of coiling cleaning chemicals for indoor use and power washing when applicable as recommended by the equipment manufacturer.

**Cooling Towers:** Cooling towers R-6 and R-7 shall be serviced 3 times annually to include; adjust or replace fan belts, motor sheave and pulley alignment, check for vibration and unusual noise, check supply voltage, motor amps, condition of sump, clear sump strainer, make up water valve and float, lube blower bearings and all damper pivot points and linkage. One of the three services shall be a more detailed annual maintenance and include power washing of the sump and cleaning/inspection of the interior surfaces of the tower per manufacturers' recommendation.

**Cooling Towers:** Cooling towers R-8 and R-10 shall be serviced 1 time annually to include; adjust or replace fan belts, motor sheave and pulley alignment, check for vibration and unusual noise, check supply voltage, motor amps, condition of sump, clear sump strainer, make up water valve and float, lube blower bearings and all damper pivot points and linkage. This one time services shall include power washing of the sump and cleaning/inspection of the interior surfaces as needed per manufacturers' recommendation.

**Chemical Treatment:** Chemical treatment of cooling towers and heating/cooling closed loop piping shall be provided for by City of Bellevue in-house staff.

**Dampers:** All smoke fire dampers shall be serviced annually in conjunction with the annual fire alarm system testing. Each damper shall be visually inspection and operated fully closed then opened and checked for binding. Lubrication of all pivot points and linkage shall be completed at this time. This service shall take place during weekend scheduled fire alarm system maintenance, estimate two day's 16 man hours. The service tech. will assist the fire alarm contractor with access to the under floor dampers.

**Exhaust Fans:** All exhaust fans shall be serviced 3 time annually and include; belt adjustment or replacement, check for pulley/sheave wear and alignment, unusual vibration/noise, lubricate motor and bearings per specification, check motor voltage and amp draw. Check fan blades for cleanliness.

**Expansion Tank:** All expansion tanks shall be serviced 4 times annually. Service shall include visual inspection for water leaks, water level in sight glass and recharging as

required.

**Fan Coils:** All smaller wall mount heating fan coils shall receive 1 service annually and include checking operation of fan motor voltage, amp draw, fan blade condition, actuator operation and temperature of water in and out of coil.

**Gas Insert Fireplace:** Gas fireplace shall receive 1 service annually and include inspection and cleaning of burner, testing of spark ignition/safety systems and condition of flue.

**Domestic Hot Water Heat Exchanger:** Hot water heat exchanger shall receive 1 visit annually and include testing of water temperature in and out and inspected for fouling if necessary.

**Lab Hood:** The forensic lab hood shall receive 3 visits annually and include inspecting and testing of the operation of the supply and exhaust dampers. Historical data shall be checked on the micro processor and reported.

**Pumps:** Each pump shall receive 3 services annually and include inspection of pump operation, check and clean screen, check for access vibration and noise, voltage, amp draw and lubricated as per manufacturers recommended levels.

**Radiant Floor Heating/Cooling Zones:** Each zone located in the Atrium area of the facility shall receive 1 visit annually and include checking the operation of the actuator, control valve performance and temperature in and out of coil.

**Rooftop AHUs:** The rooftop AHU and A/C-4 (except A/C-3) shall receive 3 visits annually and include a check of; fan belts, pulley/sheave wear and alignment, condensate pan, unusual vibration, cooling/heating coils, hydronic actuator operation, motor supply voltage, amp draw, economizer damper operation, lube all damper points and linkage, condition of fresh air intake screen, add tabs to condensate pans to control biological growth. Check system sequence of operation including temperature across heating/cooling coils during full load operation. A/C-3 is back-up for 7<sup>th</sup> floor core. And should be operated annually and belts checked and filters changed as needed only.

**Split A/C:** Each split A/C unit shall receive 3 service visits annually of indoor and outdoor unit. Indoor unit shall be checked for coil condition, air temperature in and out, inspects fan blades, fan motor voltage and amp draws. Outdoor unit service shall include coil inspection and cleaning when required, compressor superheat, voltage, amperage, fan inspected and cleaned as required.

**Strainers:** Each strainer shall receive 1 service visit annually and include isolation from system and drained for debris. Strainers shall be disassembled and thoroughly cleaned out and reassembled if they appear fouled.

**Sewage Pump (Packaged Submersible):** Pump shall receive a 1 time annual service to include checking operation, amp draw, controls and cleanout as required by factory recommendation.

**VAV Terminal Unit:** Each VAV fan powered terminal unit shall receive 1 annual service to confirm fan motor operation. This maintenance should occur during the air filter maintenance.

**Variable Speed Drive:** Each variable speed drive shall receive 1 service annually and include; shut down and check tightness of all wiring terminals, inspection for overheating, check micro processor for logged failure activities, operate unit through full range of performance.

**ATTACHMENT "B"**  
**INSURANCE REQUIREMENTS**  
RFP #: 10292  
RFP Title: HVAC Maintenance for City Hall

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 coverage for the City or with the City named as a loss payee 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:**

Commercial General Liability policies must be endorsed to:

1. Include the City, its officials, employees and volunteers as additional insured,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Each insurance policy shall provide that coverage shall not be cancelled except after 30 (thirty) days' written notice has been given to the City.

**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 450 110<sup>th</sup> 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 396-127-023 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" Information Security Requirements

Consultants with access to City data or systems shall provide their services in a manner consistent with the City's Information Security policies. This includes, but is not limited, to ensuring that user accounts are known only by the individual assigned access, and not shared with anyone unless approved by the City in advance. If Consultants have remote access into systems with City data, Consultants shall ensure that the remote access is conducted from IT systems which have the latest security patches, anti-virus, and malware signatures.

Consultants are required to protect City data per the following table:

<b>Critical</b>	<p>The most private and restricted type of data stored, processed or transmitted by the City (e.g. credit card data, individually identifiable health information, social security numbers). This type of data must be strictly monitored and controlled at all times.</p> <p>When in electronic form, such data must be stored and transmitted in encrypted form. The data also must be version controlled, and must not be sent or taken outside of the City without explicit permission of a City department manager or the data owner. Such data must only be sent to business partners who have executed an approved non-disclosure agreement (NDA) with the City.</p> <p>Unauthorized disclosure or use of such data would violate laws, regulations or standards and/or cause a significant adverse impact to the City, its citizens, or business partners.</p>
<b>Confidential</b>	<p>Data that is private and restricted (e.g. detailed information about the City's security controls or computer network, citizen account information, employee performance reviews). This includes data which by statute is specifically exempted from public disclosure.</p> <p>Such data must be restricted to those having a need for specific access in order to accomplish a legitimate task.</p> <p>When in electronic form, such data may be stored and transmitted in encrypted form. The data must not be sent or taken outside of the City without explicit permission of a City department manager or the data owner. Such data must only be sent to business partners who have executed an approved non-disclosure agreement (NDA) with the City.</p> <p>Unauthorized disclosure or use of such data may violate laws, regulations or standards and/or would likely cause a significant adverse impact to the City, its citizens, or business partners.</p>

A contractor responsible for providing managed hosting services (such as hosting a website on behalf of the City), the Contractor shall ensure that website, access control systems, and supporting Operating Systems and Applications are secure. At a minimum, this includes an annual review of all

users with access to the systems, applications, and code provided by Contractor, an annual independent security assessment which includes vulnerability scans, network and application layer penetration tests, code reviews. Independent shall mean that the persons conducting the security assessment will be independent of the design, installation, or maintenance of the systems. Contractor shall have a centralized logging, monitoring, and alerting systems in place such as an Intrusion Detection System (IDS) or Log Management Server. All systems which store, process, or transmit City data shall have updated anti-virus and updated security patches for all software that is no later than 30 days old.

These requirements are not substitutes for the Contractor's obligations under applicable regulatory requirements including, but not limited to, the Payment Card Industry (PCI), Criminal Justice Information System (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), or State Laws. If Contractor has access or retains data that is considered critical or confidential by the City, Contractor acknowledges that it will properly turn over or destroy all data upon termination of the contract. Contractor agrees at reasonable times to provide to the City or to its assignees, the audit rights for all physical locations, systems or networks that store, process, or transmit data on behalf of the City, and will provide access to the independent security assessments within one (1) business day. Contractor shall provide prompt notice to the City of any confirmed or suspected security breach affecting the City's data or informational infrastructure that supports the City's contracted services. Prompt notice shall mean within four (4) hours of discovery of the confirmed breach. Notice will be provided by e-mail and telephone to City's primary technical contact and primary business contact.

# **FORM #1 CONTRACTOR QUALIFICATION CERTIFICATE**

## **CONTRACTOR QUALIFICATION CERTIFICATE (Form to be submitted with RFP)**

### **GENERAL COMPANY INFORMATION:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Owner Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact Person's Title: \_\_\_\_\_ E-Mail: \_\_\_\_\_

### **MINIMUM QUALIFICATIONS:**

1. Open Washington State Department of Revenue Business License # (UBI): \_\_\_\_\_

2. Active Washington State Contractor License #: \_\_\_\_\_

3. Current Employment Security #: \_\_\_\_\_

### **Verify the following**

4. Choose one:

- Proposer has current industrial insurance coverage for employees working in Washington; or
- Proposer is not required to have industrial insurance coverage for employees working Washington as required in Title 51 RCW.

5. Choose one:

- Proposer has not been disqualified or debarred from bidding on any federal or state bidding; or
- Proposer has been disqualified or debarred from bidding on any federal or state bidding;

Explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### **ADDITIONAL QUALIFICATIONS:**

6. Number of Years in Business under Current Company Name/License #: \_\_\_\_\_

7. Number of employees in your company: \_\_\_\_\_

8. Experience working with municipal and/or regulatory entities: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Please list experience of "key personnel" that will be assigned to supervise or work on City contracted site:

	Staff Name	Job Title	Licenses/Certifications (attach copies)	Years of Experience
1.				
2.				
3.				
4.				

11. Please describe current screening process for hiring employees: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

12. Please describe current employee training and/or relevant certifications: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

13. List your companies recent experience in requested services:

	Owner/Agency	Contact	Phone #	Type of Work	\$ Amount
1.					
2.					
3.					
4.					

**REQUIREMENTS AFTER CONTRACT AWARD:**

If awarded a contract, Contractor agrees to comply with and obtain the following requirements:

- ✓ Provide a **Certificate of Insurance** with the City of Bellevue listed as an additional insured showing coverage amounts that meet or exceed the requested standard requirements (see ATTACHMENT "B").
- ✓ Each Contractor, and each employee, must sign an affidavit allowing the City of Bellevue to conduct a criminal background investigation for any employee working on City property.
- ✓ Obtain a City of Bellevue Business license. Questions about the application should be directed to the City's Tax Division at 425-452-6851.
- ✓ Provide City with Statement of Intent to Pay Prevailing Wages prior to first payment. Provide City with Affidavit of Wages Paid prior to last payment.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the Contract and during the performance of the Contract.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

**RFP PROPOSAL FORM**  
**RFP # 10292**  
**HVAC Maintenance for City Hall**

To: City of Bellevue

From: \_\_\_\_\_ Company Name

\_\_\_\_\_ Company Address

\_\_\_\_\_ City, State, Zip Code

\_\_\_\_\_ Phone, Email & Fax Number

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**Submittal Requirements Checklist:**

- Copies of licenses and training certificates for key personnel who would be assigned to the contract.
- A completed and signed Form #1 Contractor Qualification Certificate
- A completed and signed RFP Proposal Form
- A completed and signed Cost Proposal Form
- 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.

I hereby acknowledge I have read and understand the insurance requirements listed in Attachment "B", and have either 1) provided an insurance certificate showing amounts of current coverage or 2) provided a statement below indicating our company currently has the necessary coverages or is willing to obtain, at our cost, the necessary coverages required.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

# COST PROPOSAL FORM

**RFP # 10292**

Please provide lump sum amounts for each of the following:

HVAC Maintenance for City Hall  
Duration: January 1, 2011 through December 31, 2014

2011 TOTAL \$ \_\_\_\_\_

2012 TOTAL \$ \_\_\_\_\_

2013 TOTAL \$ \_\_\_\_\_

2014 TOTAL \$ \_\_\_\_\_

**4-YEAR PROPOSAL AMOUNT \$ \_\_\_\_\_**

Contractor Initials \_\_\_\_\_

END PROPOSAL



## NON-COLLUSION CERTIFICATE

STATE OF \_\_\_\_\_ )

ss.

COUNTY OF \_\_\_\_\_ )

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 # 10292 – HVAC Maintenance for City Hall**

\_\_\_\_\_

\_\_\_\_\_  
(Name of Firm)

By: \_\_\_\_\_

(Authorized Signature)

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

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 contractors will be required to submit the "Affidavit of Equal Opportunity Compliance" as part of their proposal/qualifications or upon the request of the Purchasing Manager.

**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 Officer is the Purchasing Manager, and specific questions pertaining to this section may be directed to the Purchasing Division at (425) 452-7246.

#### **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. Contractor 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. Contractor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women contractors shall be notified in writing of any bids advertised for subcontract work.
3. Contractor 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. Contractor shall actively consider for promotion and advancement available minorities and women.
5. Contractor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Contractor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Contractor 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 Purchasing Manager. All documents related to compliance steps listed above shall be presented upon the request of the Purchasing Manager. The Purchasing Manager shall serve as the compliance officer 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 contractor 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 contractor intends to subcontract out any work they shall notify minority and women contractors for the subcontract work. The requirements to notify minority and women contractors 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 contractor 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 contractor promotes or advances employees, the contractor must consider all eligible employees.

The City of Bellevue reserves the right to audit all contractors 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 Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Consultant, 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 Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Consultant 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 Consultant of the Consultant'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 Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the 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 Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the Consultant 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: \_\_\_\_\_