

CITY OF BELLEVUE



REQUEST FOR PROPOSAL RFP #07-101 Downtown Parking Enforcement Services

Issue Date: January 23, 2007

Due Date and Time: February 8, 2007 @ 4:00 pm

REQUEST FOR PROPOSAL

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

RFP # 07-101
Downtown Parking Enforcement Services

by filing with the Service First Desk, 450 110th Avenue NE, Bellevue, Washington, 98004 until:

Date: **February 8, 2007**

Time: **4:00pm**

Proposals submitted after the due date and time will not be considered. Contractors accept all risks of late delivery of mailed proposals regardless of fault.

A detailed Request for Proposal (RFP) document, including general information, terms and conditions, requested services, and the proposal evaluation process is available on the City's website at www.bellevuewa.gov, under "Find", "Bid Information" and "Request for Proposals".

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, 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 22nd day of January, 2007.

Jamie Robinson
Contracting Services Supervisor

Published: Seattle Times January 23rd & 30th, 2007

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Section 1. General Information

1.01 Introduction

The City of Bellevue is located three miles east of Seattle, between Lake Washington and Lake Sammamish, and about ten miles west of the foothills of the Cascade Mountain. The City's resident population of ~117,000 and daily workforce of ~121,000 make it Washington's fifth-largest city. Bellevue is a prosperous, increasingly diverse city that has evolved from a "bedroom community" into the economic and cultural hub of the Seattle area's Eastside. The City has developed its downtown core into a major business and retail center while maintaining the safe, comfortable family neighborhoods for which it has long been popular.

1.02 Purpose of RFP

The City of Bellevue (the "City") is soliciting requests for proposals from qualified contractors to provide enforcement of parking ordinances in downtown Bellevue.

1.03 Background

The successful Contractor is anticipated to begin parking enforcement services April 6th, 2007. The City of Bellevue will award a two year contract, with a City option for an additional two years.

1.04 Definitions

City	The City of Bellevue, Washington, and its departments.
Contractor	The person or firm submitting the proposal and/or the person or firm awarded the contract.
Contract	The agreement to be entered into for services between the City and the Contractor who submits the proposal accepted by the City.
RFP	This Request for Proposal, including any amendments or other addenda hereto.
Selection Committee	The RFP Selection Committee is comprised of the RFP Coordinator (defined in Section 1.05) and other City staff.

1.05 RFP Coordinator/Communications

Upon release of this RFP, all communications should be directed in writing to the RFP Coordinator listed below. 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.

RFP Coordinator for this RFP will be:

Name: Scott Zydek
Address: City of Bellevue
450 110th AVE NE
Mailing - P.O. Box 90012, Bellevue, WA 98009-9012
E-mail: szydek@bellevuewa.gov

1.06 Preliminary Schedule

These dates are estimates and are subject to change by the City.

Event	Date
Release RFP to Contractors	January 23, 2007
Contractor Questions (if any) Due	February 1, 2007
Questions & Answers posted on City's Website	February 5, 2007
Proposal Responses Due	February 8, 2007 @ 4:00pm
New Contract in Place	Approx. April 6, 2007

1.07 Response Format

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

Contractor proposals must be submitted in the format specified below. Please provide responses in the format provided. Contractors that deviate from this format may be deemed non-responsive.

1.08 Completeness of Proposal

The contractor must attach the Proposal Form (Form #1) signed by a representative authorized to bind the proposing firm contractually. This statement must identify any exceptions that the contractor takes to the City's RFP, or declare that there are no exceptions taken to the RFP.

1.09 Proposal Response Date and Location

Proposals must be submitted to the City of Bellevue's Service First Desk no later than February 8, 2007 at 4:00pm.. The Official Clock for submissions is located at the Service First Desk (address listed below). All proposals and accompanying documentation will become the property of the City and will not be returned. Faxed proposals will not be accepted. Contractors accept all risks of late delivery of mailed proposal regardless of fault.

The Service First Desk is located:

Street Address
Bellevue City Hall
450 – 110th Avenue NE
Bellevue, WA 98004

Mailing Address
City of Bellevue
Service First Desk Attention: Contracting Services
PO Box 90012
Bellevue, WA 98009-9012

1.10 Required Number of Proposals

Three (3) completed proposals must be received by the date and time listed in Section 1.09. 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.

1.11 Contractor's Cost to Develop Proposals

Costs for developing proposals in response to the RFP are entirely the obligation of the contractor and shall not be chargeable in any manner to the City.

Section 2. Terms and Conditions

2.01 Questions/Clarifications Regarding the RFP

No oral interpretation or clarification will be made to any contractor as to the meaning of RFP documents except as provided for in Section 1.05 of this RFP. Written requests for interpretation/clarification shall be directed to the RFP Coordinator.

2.02 RFP Addendums

The City reserves the right to change the RFP schedule or issue addendums 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 (<http://www.bellevuewa.gov>) under "Find", "Bid Information" "Request For Proposals". It is the contractor's responsibility to confirm as to whether any addenda have been issued.

2.03 Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the submission time provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.04 Rejection of Proposals

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

2.05 Proposal Modification and Clarifications

The City reserves the right to request that any contractor 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 request 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.

2.06 Proposal Validity Period

Submission of a proposal will signify the contractor's agreement that its proposal and the content thereof are valid for 180 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 Contractor.

2.07 Contract Negotiation

The City reserves the right to negotiate all elements of the requirements, submittals, proposals, terms and conditions, and/or scope of services as part of the contract negotiation process prior to any formal authorization of the contract by the City.

2.08 Proposal Signatures

- 1) An authorized representative must sign proposals, with the contractor's address, telephone and email information provided. Unsigned proposals will not be considered.
- 2) If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- 3) 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.
- 4) 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.
- 5) 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.

2.09 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 exempted 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.

2.10 Business Registration and Taxation

The contractor 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.

2.11 Non-Endorsement

The contractor awarded the Contract 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.

2.12 Non-Collusion Certificate

The proposal submitted for this RFP shall include the Non-Collusion Certificate (Attachment “A”).

2.13 Insurance Requirements

The contractor awarded the Contract shall maintain insurance that is sufficient to protect their 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 the Contractor is unable to meet these standard requirements, please note current or proposed

insurance coverages in submittal. Standard requirements may be negotiated if it is in the best interest of the city.

2.14 Asbestos or Hazardous Materials Abatement Work

If Asbestos abatement or hazardous materials work is performed, the contractor awarded the Contract shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of work. No asbestos abatement work will be performed until coverage is approved by the Risk Manager.

2.15 Equal Opportunity Requirements

The City is an equal opportunity employer and requires all Contractors to comply with policies and regulations concerning equal opportunity (Attachment "C"). The Contractor, in the performance of the Contract, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age or physical handicap. The requirements of Bellevue City Code Section 4.28.143 entitled "Equal Opportunity", provided to the Contractor with the Request for Proposals, are hereby incorporated herein, and shall be binding on the Contractor.

2.16 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.

2.17 Compliance with Laws and Regulations

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Contractor awarded the 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.

2.18 Ownerships of Documents

Any reports, studies, conclusions and summaries prepared by the Contractor shall become the property of the City.

2.19 Confidentiality of Information

All information and data furnished to the Contractor by the City, and all other documents to which the Contractor'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.

2.20 Indemnification

The Contractor 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 by reason of the Contractor's failure to provide compensation coverage or liability coverage.

2.21 Cooperative Purchasing

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Inter local Joint Purchasing Agreement with the City of Bellevue may also wish to procure the goods and/or services herein offered by the successful

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party. The successful party 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 successful party. 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 successful party in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the successful party for other public agency purchases.

Section 3. Requested Services

3.01 Duration of Services

The term of the Contract with the selected contractor shall be two years, April 6th, 2007 to April 5th, 2009. Upon written mutual consent, the contract may be extended for an additional two year term. During the extension period, all terms and conditions of the existing contract will remain in effect except those amended for the extension period. The total duration of the contract, including any additional extension period, will not exceed 4 years. Unless there are substantial deficiencies in the performance of the contract, it is the City's intention to complete the full 4 year period.

3.02 Contractor Information

The forms referenced below must be submitted with the contractor's proposal. Those areas that do not apply to your proposal, **please mark with an N/A - do not leave any space blank.**

Company Information – Complete **Form #2**

Client References - Complete **Form #3**

3.03 Performance Expectations

If the contractor has had a contract terminated for default during the past five (5) years, all such incidents must be described. "Termination for default" is defined as notice to stop performance due to the contractor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the contractor to be in default.

Submit full details of all terminations for default experienced by the contractor during the past five (5) years, including the other party's name, address and telephone number. Present the contractor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the contractor's proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the contractor.

If the contractor has experienced no such termination for default in the past five (5) years, so declare.

If the contractor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

3.04 Cost Requirements

The budget for the proposal must be broken down as follows:

A schedule showing the monthly cost of providing parking enforcement service, including the following line items:

Enforcement officer, supervisor, taxes and benefits, supplies, insurance, uniforms, miscellaneous costs, vehicle costs, and overhead/management fees. Costs should be shown for the first two years of the contract as well as for the two optional

years. All prices are to be in U.S. dollars. All applicable taxes to be paid by the City must be separately shown. The contractor awarded a contract will be subject to City of Bellevue business registration and business taxation as provide in Chapters 4.20 and 4.08 of the Bellevue City Code (for details call the City Tax office at 425-452-6851).

3.05 Scope of Services

SCOPE OF SERVICES

1.0 General Provisions:

- 1.1 Patrol Areas – The contractor shall be responsible for patrolling all streets in downtown Bellevue while on duty. The downtown area is defined as the west side of I-405 to the west side of 100th Avenue NE, and the south side of Main Street to the north side of NE 12th Street. Patrol areas may be modified by the City with written notice.
- 1.2 Office – The contractor shall maintain an office within the Bellevue downtown. The office shall be, at a minimum, open to the public Monday through Friday from 8:00 am to 5:00 pm. The office shall be staffed at a minimum with a supervisor during these office hours.
- 1.3 Management – The office and enforcement personnel provided by the contractor shall be supervised by a designated supervisor or manager during office hours.
 - a. The supervisor or manager may engage in other activities for the contractor, but must be immediately available at all times to support the enforcement officer, City Program Manager, and/or other duties necessary to meet the scope of this contract.
 - b. Enforcement officers shall only engage in work related to the contract.
 - c. On Saturdays or any other times an enforcement officer is on duty but the office is closed, the enforcement officer and supervisor shall be in instant, direct contact at all times via a cell phone or other similar device.
- 1.4 Public Phone Number – The contractor shall have a specific telephone number solely for the purpose of handling City of Bellevue questions and complaints regarding on-street parking enforcement and parking ticket fines in the downtown area. The telephone number shall ring to the office and shall be answered by a supervisor or receptionist during normal business hours. The phone shall not be answered by the enforcement officer in the field during office hours.
- 1.5 Communication – All enforcement personnel shall have instant communication access (via a cell phone or other similar device) to the supervisor and the supervisor to enforcement personnel during all times an enforcement officer is on duty.

2.0 Hours and Billings:

- 2.1 Enforcement Hours Time/Day – The contractor will perform enforcement duties Monday through Friday 8:00 a.m. to 6:00 p.m., and Saturday 10 a.m. to 5 p.m., or as may be modified by the City with written notice. The contractor shall provide a minimum of 57 hours per week of enforcement patrol or deduct the unused enforcement hours from their monthly statement as specified in section 2.3 Billing.
- 2.2 Non-Enforcement Hours Time/Day – An additional 1.5 hours per day, Monday through Friday, is designated for use by the Enforcement Officer for customer service, court time, researching vehicle registration information and other non-enforcement activity. These hours shall be known as non-enforcement hours. If the non-enforcement activity does not require the full 1.5 hours per day, the Enforcement Officer will spend that time enforcing on-street parking between the hours of 7:00 a.m. to 8:00 a.m., Monday through Friday; and between the hours of 7:00 a.m. to 10:00 a.m., and 5:00 p.m. to 6:00 p.m., on Saturdays. Any additional non-enforcement hours required of the contractor will be considered incidental to and included in the management and supervision time required of the contractor.
- 2.3 Billing – The maximum amount that the contractor shall receive per month for the duration of the April 2007 to March 2009 Enforcement Services contract, the amount per hour to be deducted for any enforcement hours not used, and the amounts to be billed for straight time and overtime for hours above 64.5 hours per week will be as defined in the cost breakdown of the contract. Additional hours must be first be approved by the Program Manager.

The City shall have the option, in its sole discretion, to extend this contract for an additional two year period, April 2009 to March 2011. The maximum amount that the contractor shall receive per month during the option years of the Enforcement Services contract, the amount per hour to be deducted for any enforcement hours not used, and the amounts to be billed for straight time and overtime for hours above 64.5 hours per week will be as defined in the cost breakdown of the contract. Additional hours must first be approved by the Program Manager.

- a. Overtime – The use of any overtime rate is to be determined based on the contractor’s necessity to pay its enforcement officers overtime. Any additional hours above 64.5 hours per week requires the City Program Manager’s pre-approval.
- 2.4 Inclement Weather – The contractor will review and seek approval from the City Program Manager for any modifications to enforcement duties due to weather conditions. Modifications may include but not be limited to discontinuing the Supplemental Services Program or not using hourly employees during this period. The City shall not be billed for services not used due to weather conditions.

2.5 Holidays

- a. Holidays with no enforcement – On the following holidays, no parking enforcement activity will take place: New Year’s Day, Independence Day, Thanksgiving Day, and Christmas Day.
- b. In addition to the holidays listed in 2.5 (a), no enforcement of the time limits in parking zones with the “Except Holidays” exclusion shall occur: Martin Luther King Day, Presidents’ Day, Memorial Day, Labor Day, Columbus Day and Veterans’ Day. Enforcement of all other parking rules shall occur on these days. The contractor shall contact the City Program Manager to verify level of enforcement that will occur on these days.

3.0 Methodology:

- 3.1 The City of Bellevue strongly believes in customer service, and expects the enforcement personnel to treat the public in a polite, helpful, and professional manner.
- 3.2 Enforcement action is to be carried out in a uniform and fair manner. The contractor shall not directly or indirectly give any preferential treatment to any person or entity in the performance of enforcement duties.
- 3.3 The contractor shall operate in general compliance with existing Police Department Parking Enforcement Policy (a copy of which is located on the City’s website at <http://www.bellevuewa.gov/5506.htm>).

4.0 Enforcement Duties:

- 4.1 Patrol
 - a. All two-hour zones shall be patrolled approximately every two hours and fifteen minutes.
 - b. Other areas of downtown shall be regularly enforced for the types of violations included in this contract (as detailed in paragraph 4.4) as part of the Enforcement Officer’s regular duties.
- 4.2 Issuance of Infraction Notices – The contractor shall issue Notices of Infraction for violations of parking ordinances when and where appropriate.
 - a. The contractor shall only use standard Infraction Notices that have been approved by the City of Bellevue.
 - b. Each Infraction Notice shall have a unique identification number. No duplicate numbered Infraction Notices shall be issued.

- c. All Infraction Notices shall include complete and accurate information as approved by the Office of the Administrator for the Courts in Olympia, Washington.
 - d. All Infraction Notices submitted to the King County District Court shall include complete and accurate vehicle owner registration information. The City of Bellevue will not provide the contractor with vehicle registration information.
 - e. The backside of all Infraction Notices submitted to the King County District Court shall be completed in full and include a handwritten, signed, and dated description of the infraction. The description shall include the time the infraction occurred.
 - f. The contractor shall be responsible for submitting all Infraction Notices to the King County District Court, Bellevue Division with complete and accurate information within 48 business hours of issuance.
 - g. All Infraction Notices issued by the contractor shall be legible.
- 4.3 Hand-Held Computer – The contractor shall use a portable computer to determine overtime parking violations and eliminate the need for tire marking. The computer shall record the date, time, location, and license number of the parked vehicle. This data shall be easily retrieved by the Enforcement Officer during the course of his/her rounds.
- 4.4 Types of Violations – The contractor shall enforce all parking related ordinances within the Downtown including the following:
- All legally designated handicapped parking areas
 - All “time restricted” on-street parking
 - All “no parking anytime” areas
 - Parking violations involving trucks and commercial vehicles
 - Vehicles parked on sidewalks
 - Parking issues generated from construction zones
 - Areas signed “no stopping or standing”
 - Vehicles parked too close to fire hydrants, driveways, stop signs, intersections
 - Vehicles parked facing the wrong way
 - Vehicles parked illegally in designated handicapped spaces
 - All other parking related ordinances as contained in City Code 11.23.
- 4.5 Overtime Parking Warning Ticket Database – The first time an individual vehicle is in violation of overtime parking or parking on the same street more than once per day, the vehicle shall receive a warning ticket along with literature explaining overtime parking rules. The contractor shall provide the means for instant recall of the history of warning ticket issuance including dates, times, license numbers, and locations. This information is to be readily available to answer customer inquiries, and to determine if an overtime vehicle has already received a warning

or not prior to issuing a monetary penalty. This history of overtime parking warnings shall be compiled on an uninterrupted and continuing basis.

- 4.6 Towing – Contractor will determine whether any parked vehicle needs to be towed in accordance with criteria provided in the Bellevue Police Department Parking Enforcement Policy, or upon an individual vehicle receiving its 5th unpaid violation. When the contractor determines that a particular parked vehicle meets these criteria, the contractor shall call Bellevue Tow Dispatch (425.450.4550) to assign the towing request in accordance with the approved rotating towing roster. Prior to initiating the tow process, the contractor will inform the City Program Manager that a tow is being considered. The Program Manager will make the final towing decision. The contractor will keep a log of events leading up to the towing decision including why the tow was initiated and which company performs the tow. Inasmuch as the historical volume of towing calls for impounding parked vehicles within the Downtown has been minor, the City will accept a deviation from the above rotation that is agreeable to the contractor and approved companies on the towing roster.
- 4.7 Reporting of Missing or Damaged Signage – Missing or damaged signs observed in the field by Enforcement Officers are to be called in immediately to the City of Bellevue Streets Maintenance Division at 425.452.7840. The type of sign and its exact location will be included in any communication with the City.

5.0 Contractor Services and Responsibilities:

- 5.1 Court Appearance – The contractor will be responsible for its employees appearing in court, on time, and prepared to testify on parking related cases in a professional manner. Contractor shall refer questions concerning Court appearances to the City Program Manager.
- 5.2 Complaints – The line of contact for complaints received from Citizens shall be as follows:
- (1) Contractor,
 - (2) Transportation Department’s Program Manager, and
 - (3) Police Department’s Traffic Section Enforcement Supervisor.
- a. The Contractor shall promptly and courteously respond to all complaints and shall thoroughly investigate them.
 - c. If the City receives a complaint concerning the Contractor, it will notify the Contractor within 48 hours of receiving such complaint.
 - d. The City’s Program Manager, or his designee, will be the point of contact in the City for complaints and follow-up.
 - e. All complaint reports are to be documented and provided to the City for review upon completion.

- f. The Contractor shall have a specific telephone number solely for the purpose of handling questions and complaints regarding the City of Bellevue Downtown Parking Program. See section 1.4.
- 5.3 Collections – The Contractor shall not be responsible for collection of fines or late penalties.
- 5.4 Pre-enforcement Introductions – At the beginning of the contract, the contractor shall personally introduce themselves and explain the City of Bellevue’s Downtown Parking Program to the business and property owners along the patrol routes for a period of time specified by the Program Manager, but not to exceed three weeks’ time. On an on-going basis, the contractor’s Enforcement Officer(s) shall introduce themselves and the City of Bellevue’s Downtown Parking Program to new businesses and property owners that establish along patrol routes.
- 5.5 Supplemental Services – The contractor shall provide the roadside services listed below during regular on-street enforcement hours:
 - Retrieve keys locked in cars when car owner provides proof of ownership
 - Inflate a flat tire or install a spare tire
 - Jump start a dead battery
 - Supply enough gasoline or diesel to reach the nearest 24 hour gas station
 - a. All enforcement personnel and supervisors shall have ready access to the Supplemental Services Program provider and the Supplemental Services Program provider to the enforcement personnel and supervisor.
 - b. The contractor will call a service vehicle and respond within 30 minutes or as soon as reasonably possible.
 - c. The City shall not be held liable for any accidents, damages or injuries resulting or associated with the contractor’s Supplemental Services Program. To that end, the contractor agrees to hold harmless and indemnifies the City from and against any and all claims, suits, damages, or judgments for property damage or personal injury arising out of contractor’s carrying out their Supplemental Services Program.

6.0 Vehicles:

The following shall apply to the use of vehicles:

- 6.1 Identification Markings on Vehicles – All vehicles used by enforcement personnel shall be clearly identifiable as performing parking enforcement. Vehicle markings shall not resemble City of Bellevue Police or Traffic Vehicles. The vehicle markings must be approved by the City Program Manager.
- 6.2 Compliance with Existing Laws – Vehicles shall be operated at all times in compliance with all state and local motor vehicle and emissions laws.

- 6.3 Posted Warning Sign – The rear of all patrol vehicles shall have a sign warning of frequent vehicle stops.
- 6.4 Warning Lights – All vehicles used by enforcement personnel shall have blinking flasher lights installed on the vehicle’s roof. These lights shall be used when patrolling to warn other vehicles about the slower moving enforcement vehicle.
- 6.5 Vehicle Specifications – Any vehicle used for parking enforcement purposes must be approved by the City.
- 6.6 The contractor will provide the parking enforcement vehicle. The contractor will be responsible for all upkeep and maintenance costs associated with this vehicle.
- 6.7 Alternatives to Vehicles – Foot enforcement and/or bike enforcement personnel may be used as a supplement to, but not in lieu of, a motorized enforcement vehicle. This may include periods of dry weather or motorized vehicle maintenance up to two weeks in duration, as long as adequate coverage is maintained and all state and local pedestrian and bicycle laws are adhered to. Adequate coverage includes patrolling all two-hour zones every two hours and fifteen minutes per 4.1.a.

7.0 Personnel:

- 7.1 General
 - a. The contractor will be responsible for all aspects of recruitment and selection of parking enforcement personnel.
 - b. The contractor shall employ only persons competent and skilled in the performance of the work assigned to them and shall provide skilled and responsible supervision for such persons.
 - c. The contractor’s employees shall not carry a firearm or any type of weapon while on duty.
 - d. The contractor’s personnel shall be polite and courteous to all citizens. Confrontations are to be avoided if at all possible.
 - e. Contractor’s personnel shall be required to speak and write easily-understandable English Language.
 - f. Contractor’s employees are not to imply they are Police Officers.
 - g. The contractor shall not use discriminatory hiring practices in regard to ethnic origin, race, religion, sex, and physical or mental disability.

- 7.2 Issuance of Limited Commission – Individuals selected must qualify for a Limited Commission from the City of Bellevue Police Department.
- a. The contractor must provide the City of Bellevue Police Department with all personnel information required for issuing a Limited Commission.
 - b. The Police Department shall review all background forms and information gathered on prospective enforcement employees prior to authorizing issuance of a limited commission.
 - c. The following criteria are used in determining eligibility for a Limited Commission:
 - Possession of a high-school diploma or G.E.D. Certificate.
 - Physical and mental capacity for performance of duties.
 - Ability to give and follow oral and written instructions in English.
 - Ability to effectively communicate with public and City officials.
 - Ability to remain calm and use good judgment and initiative in an emergency.
 - Successful completion of a background check for criminal convictions, warrants, and references.
 - Possession of a current and valid Washington State Driver’s License.
 - No record of driver’s license suspension.
 - d. The contractor shall be responsible for filing with the King County District Court, Bellevue Division the name and number of the Limited Commission for each of the contractor’s Enforcement Officers.
- 7.3. Revocation of Limited Commission – Contractor is responsible for discipline and/or termination of employees with Limited Commissions.
- a. If commissioned, Limited Commissions will be revoked by the City under the following circumstances:
 - False information on application or during interview process, or discovery of information that, in the opinion of the Police Department would otherwise disqualify the person from consideration.
 - Failure to maintain a current and valid Washington State Driver’s License.
 - Use of illegal drugs or alcohol in the workplace.
 - Conviction of a misdemeanor or felony or consistent non-professional or any unlawful behavior during the course of employment.
 - Termination of employment with the Contractor.
 - Job Performance that does not meet the expectations of the City or the contractor.
 - b. The contractor shall be responsible for notifying the City and returning Limited Commission cards to the City of Bellevue within 15 days after an employee with a Limited Commission leaves their employ.

- c. The contractor shall be responsible for notifying the King County District Court, Bellevue Division of any changes regarding Limited Commission status.

7.4 Supervision – Contractor will be responsible for assuring employee compliance with all laws and regulations, respond to inspections/audits by regulatory agencies, and pay any fines or assessments levied by regulatory agencies. The contractor will be responsible for all supervision, disciplinary and termination actions.

8.0 Uniforms:

8.1 Appearance – All enforcement personnel are to be provided with professional appearing uniforms. They are to be designated with logos on shirt and jacket sleeves, and on hats with an emblem designating them as official parking enforcement personnel. The color and design of uniforms must be approved by City. The uniforms shall not resemble a Police Department uniform.

- a. Appropriate attire includes a tie and coordinated shirt, coat and trousers. During periods of hot weather, long shorts and a short sleeve collared shirt are acceptable. Items such as tennis shoes and tee shirts are not allowed.

8.2 Required Times to Wear – All personnel are to be in complete uniform at any time during duty hours including time in court.

8.3 Photo Identification – All enforcement personnel must carry photo identification and a copy of their Limited Commission while on duty.

9.0 Training:

9.1 Contractor’s Responsibilities – The contractor will be responsible for complete training of parking enforcement personnel. Contractor shall maintain complete training records for each employee, as well as any other records prescribed by law or policy as appropriate.

9.2 Materials – The City will provide all materials related to enforcement regulations to the contractor. All other training material is to be provided by the contractor.

9.3 Contents – Training will include, but not be limited to:

- a. Customer Service and expectations.
- b. Conflict management.
- c. Job procedures and emergency protocol.
- d. Job Safety as required by OSHA/DOSH.

Training in the following areas is encouraged:

- a. Civil rights law and procedures.
- b. Municipal law and ordinances relating to parking enforcement.
- c. Giving testimony and courtroom procedures.

10.0 Reports and Records:

10.1 Record Keeping

- a. Contractor is responsible for all employment related record keeping, and will provide, upon request by the City, personnel and training information for each employee.
- b. Each Enforcement Officer shall maintain a daily logbook of conversations, complaints and unusual circumstances that occur while performing work duties. The logbook shall be brought current at the end of each shift. In addition, each Enforcement Officer shall include in the daily activity log the following:
 - Number of citations by type of violation
 - Number of warnings
 - Number of impounds
 - Number of parking related service requests from citizens
 - Hours on duty
 - All of the above reports by day, date, hour, and location
 - Location and hour of disabled parking enforcement
- c. Each Enforcement Officer shall document in writing the events and circumstances:
 - Leading to the impound of a vehicle
 - Dealing with a difficult customer service situation
- d. Individual contractor employees shall have a personnel file containing the following information, with copy of file to be furnished to the City's Program Manager upon request:
 - Completed application form
 - Completed background investigation and testing process
 - Training including date received
 - Complaints received against employee including disposition
- e. Inspection – The contractor shall keep all records as listed above for at least three (3) years following the expiration or termination of the Agreement, or deliver the records to the City. Contractor shall keep all records in its regular business office and shall keep the records in an orderly manner as may be instructed by the City to assure easy access and

reference to the records. The Contractor shall make all records available for inspection and copying by the City during business hours.

- 10.2 Reports – The following reports shall be prepared, transmitted, and maintained at a minimum. The City may make additions or deletions to the list of reports it requests at their discretion.
- a. Monthly summary of activities showing total work hours, patrol and non-patrol; customer service hours; and records of court time. This summary will also include a cumulative total of unused non-enforcement hours.
 - b. Monthly summary of ticket activity including the number of tickets by infraction type, by street/area, and a listing of voided tickets with an explanation. The contractor shall only void tickets after approval from the City’s Program Manager.
 - c. Written reports on all complaint phone calls, or on-street complaints to officer on duty. Reports shall include names of parties involved, phone numbers, addresses (if known), the nature of complaint and action taken.
 - d. Monthly reports containing the above data are to be furnished to the City no later than the 20th of the following month.

11.0 Routes:

- 11.1 Approval of Routes – The City requires that the enforcement personnel follow pre-approved patrol routes. The contractor will be responsible for proposing patrol routes and schedules. The City needs assurance that coverage is adequate, fair, regular and consistent.
- 11.2 Alternating Enforcement Routes – The contractor will alternate the Enforcement Officer’s patrol routes on a regular basis to eliminate predictability.

12.0 Supplies:

- 12.1 The contractor is responsible for furnishing all supplies for both office and fieldwork, including, but not limited to:
- a. Furnishing individual citations issued.
 - b. Furnishing return envelopes to the King County District Court.
 - c. Furnishing water resistant encasings into which the return envelopes and citations are inserted.
 - d. Furnishing overtime parking rule information sheets.

13.0 Special Provisions – City Rights

The City retains the right to make changes to parking zone restrictions. Further, the City retains the right to:

- 13.1 Establish, modify, add or delete enforcement areas, routes or hours of enforcement. Any changes which result in fewer hours of enforcement will be credited to the City as specified in paragraph 2.3. Any enforcement area additions that result in additional hours beyond those that are required in this contract will be addressed at the City's discretion as follows:
 - a. Reorganization of enforcement routes so all areas are included at a lower enforcement frequency.
 - b. An increase in enforcement hours to maintain the enforcement frequency outlined in Section 4.1.a. All additional hours shall be billed as per Section 2.3.
 - c. A combination of a & b as determined by the City.
- 13.2 Set all hours of enforcement operations and approve daily and weekly assignment schedules.
- 13.3 Modify, alter, add, delete or replace any
 - a. City supplied forms and or equipment.
 - b. Procedures, instructions, and codes during the contract terms.
 - c. Enforcement areas, beats, level of enforcement, placement of enforcement effort and type of enforcement.
- 13.4 To approve or disapprove of any new hire and to test all new hires before issuing enforcement authority and to withdraw the enforcement authority of any enforcement personnel permanently or temporarily when such action is in the best interest of the City.
- 13.5 To request removal from the contract any employee when continued employment is detrimental to the best interest of the City. The City shall provide any such request in writing.

14.0 Coordination Meetings:

The Contractor shall attend coordination meetings as necessary with the City Program Manager and representatives of King County District Court, Bellevue Division to address areas of concern by either party.

3.06 Submittal Requirements

The submittal shall include the following:

- a) Proposal Form – **Form 1**
- b) Company Information – Complete **Form 2**
- c) Client References - Complete tables in **Form 3**
- d) **Proposed Budget Form (see 3.04 Cost Requirements)**
- e) Boilerplate forms as required elsewhere in this RFP document:
 - Non-Collusion Certificate (Attachment “A”)
 - Affidavit of Equal Opportunity Compliance (Attachments “C” & “C-1”)

Section 4. Proposal Evaluation

4.01 Evaluation Procedures

Proposals will be evaluated by a Selection Committee. The Selection Committee will consider the completeness of a contractor'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. Evaluations will be based on criteria as outlined in Section 4.02.

4.02 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the City may select other than the lowest cost proposal. The objective is to choose the contractor capable of providing quality contractor services that will help the City achieve the goals and objectives of the requested services within a reasonable budget. Evaluations will be based on criteria as below. All proposals will be evaluated using the same criteria and possible points.

Evaluation Criteria	Possible Points
Responsiveness/Completeness of Proposal (i.e., were all the forms completed and everything included that was required by the RFP)	5
Experience/Qualifications (i.e., contractor's experience working within the requested services arena; contractor's experience working with municipalities; contractor's ability to successfully complete the scope of services on time and on budget; contractor's ability to successfully work with City staff; contractor's references)	35
Scope of Services (i.e., does the contractor understand what it will take to successfully achieve the goals and objectives of the requested services; did the contractor propose any revisions and/or changes to the draft Scope of Services that would better serve the City)	10
Budget (i.e., does the budget seem reasonable for the scope of services proposed; does the budget provide the City good value)	10
Total Points Possible	60

4.03 Contractor Presentation, Committee Interview and/or Additional Information/Reviews

After the proposals are evaluated, the Selection Committee will determine whether formal presentations and interviews are necessary, and if so, which contractors may be invited to make a formal presentation and/or sit for a panel interview with the Selection Committee. The City may choose not to require formal presentations or interviews. The City may choose to contact officials from other jurisdictions regarding the contractor, their prior work experience and their ability to successfully complete the scope of services. The City may request clarification or additional information from a specific contractor in order to assist in the City's evaluation of a proposal. Finally, the City may require changes in the scope of services as deemed necessary by the City, before execution of the Contract.

4.04 Final Selection

The Selection Committee will formulate their recommendation for award of the Contract, and forward their selection to the City Manager for signature.

4.05 Contract Award and Execution

The City reserves the right to enter into a contract without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the proposing party can offer. A sample City contract is provided on the city's website at: City's website at <http://www.bellevuewa.gov/5506.htm>). Please review contract prior to submitting a proposal.

The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final contract.

The RFP document and the successful party's proposal response, as amended by agreement between the City and the successful party, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the City may verify the successful party's representations that appear in the proposal. Failure of the successful party to perform as represented may result in elimination of the successful party from competition or in contract cancellation or termination.

The successful party will be expected to enter into a contract with the City. If the successful party fails to sign the contract within fourteen (14) business days following the delivery of the contract documents, the City may elect to negotiate a contract with the next-highest ranked party.

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.

Proposal Form - Form #1

To: City of Bellevue

From: _____ Contractor Name
_____ Contractor Address
_____ City, State, Postal Code
_____ Phone & Fax Numbers
_____ Email Address
_____ UBI #
_____ Federal Tax ID #

1. Response:

In response to the City’s Request for Proposal, we offer the following:

- a. Proposal Form – **Form 1**
- b. Company Information – Complete **Form 2**
- c. Client References – Complete tables in **Form 3**
- d. **Proposed Budget Form – (see 3.04 Cost Requirements)**
- e. Boilerplate forms as required elsewhere in this RFP document:
 - Non-Collusion Certificate (Attachment “A”)
 - Affidavit of Equal Opportunity Compliance (Attachments “C” & “C-1”)

2. Exceptions:

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

Signed: _____ Dated: _____

Title: _____

Company Information - Form #2

Company Name: _____

Home Office Address: _____

Washington Business Address: _____

Website Address: _____

Name, Title, Address, Telephone Number, FAX Number and Email Address of the person to be contacted concerning the proposal:

If Applicable, Name of Parent Company:

Home Office Address, Telephone Number and Website Address of Parent Company:

Describe the parent company's relationship with the contractor:

If applicable, does the person signing the proposal have the authority to sign on behalf of the contractor?

_____ Yes

_____ No

Names of companies that will share significant and substantive responsibilities with the contractor in performing the scope of services under the Contract:

Attach to this form, and label appropriately, documentation showing that the contractor is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City. If the contractor is not licensed to do business in the City, then the contractor must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the selected Contractor.

Client References - Form #3

Client Reference #1

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the City's Scope of Services?	<input type="checkbox"/> Yes – Explain similarities: <input type="checkbox"/> No

Client Reference #2

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the City's Scope of Services?	<input type="checkbox"/> Yes – Explain similarities: <input type="checkbox"/> No

Client Reference #3

Client Name	
Contact Name	
Title	
Phone Number	
Email Address	
Type of Services Provided	
Services Provided Similar to the City's Scope of Services?	<input type="checkbox"/> Yes – Explain similarities: <input type="checkbox"/> No

Attachment "B" INSURANCE REQUIREMENTS

ATTACHMENT "B"

INSURANCE REQUIREMENTS

The Contractor 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 Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

A. Minimum Insurance

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate,
2. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease,
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto,
4. Workers' Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.

B. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City.

C. Other Provisions

Commercial General Liability policies shall be endorsed to:

1. Include the City, its officials, employees and volunteers as insureds,
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 canceled except after thirty (30) days' written notice has been given to the City.

D. Acceptability of Insurers

Insurance shall be placed with insurers with a rating acceptable to the City.

E. Verification of Coverage

Contractor 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.

F. Subcontractors

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

Approved as to form:


Assistant City Attorney

ATTACHMENT “C”

EQUAL OPPORTUNITY REQUIREMENTS

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.

ATTACHMENT “C-1”
AFFIDAVIT OF EQUAL OPPORTUNITY COMPLIANCE

_____ certifies that:

Respondent

1. If necessary to recruit additional employees, it has:
 - a. Notified relevant minority and women’s organizations, or
 - b. Hired through a union hall with an equal opportunity policy.
2. It intends to use the following listed construction trades in the work under the contract:

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

By: _____

(authorized signature)

Title: _____

Date: _____