



# CITY OF BURIEN, WASHINGTON

## REQUEST FOR PROPOSALS (RFP) FOR JANITORIAL SERVICES

Bid Proposals due Monday, November 21, 2011 @ 1:00pm

Burien Community Center – Reception Desk

14700 6<sup>th</sup> Ave SW

Burien, WA 98166

### Service Locations

Burien Community Center

14700 6<sup>th</sup> Ave SW

Burien, WA 98166

and

Moshier Art Center

430 S 156<sup>th</sup> St

Burien, WA 98148

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## SECTION A – GENERAL INFORMATION

### I. PURPOSE

- A. The City of Burien requests interested facility maintenance and janitorial firms to submit Request For Proposals (RFP) for janitorial services. All bidding Contractors must submit sealed proposals to furnish all necessary labor and supervision to satisfactorily perform janitorial services at the following two (2) City facilities:
1. Burien Community Center - 14700 6<sup>th</sup> Ave SW, Burien 98166
  2. Moshier Art Center - 430 S 156<sup>th</sup> Street, Burien 98148

### II. RFP SCHEDULE

- A. The City will follow a schedule, which should result in the selection of a janitorial maintenance firm to provide services starting on Monday, January 2, 2012.

1. Issue RFP	Monday, November 7, 2011
2. Notice of Intent to Apply - email	Thursday, November 10, 2011
3. Mandatory Conference and Facilities Walk Through	Monday, November 14, 2011 1:30 pm – 4:30 pm
4. <b>Proposals Due</b>	Monday, November 21, 2011 at or before 1:00 pm
5. Panel meets to review applications	Monday, November 28, 2011 @ 1:00 pm
6. Finalists Notified and Schedule Interviews	Tuesday, November 29, 2011 by 1:00 pm
7. Interview Finalists	Friday, December 2, 2011 @ 9:00 am – 4:00 pm
8. Notify Selected Finalist	Friday, December 9, 2011 by 10:00 am
9. Award and Sign Contract	Monday, December 19, 2011

The RFP will be available to interested contractors starting on Monday, November 7, 2011. While Notice of Intent to Apply is not a mandatory requirement, notification would be appreciated as it is a means for the City to track and plan for the Request for the Proposals process. Email Intent to Apply to [myronc@burienwa.gov](mailto:myronc@burienwa.gov) – Myron Clinton, Parks & Facilities Maintenance Supervisor.

- B. A Mandatory Conference and Facilities Walk Through is scheduled for Monday, November 14 from 1:30 pm till 4:30 pm. The conference and tour will begin at Burien Community Center, 14700 6th AVE SW in Burien, 98166. All contractors will then be expected to travel to the second location, which is the Moshier Art Center, 430 S 156<sup>th</sup> St, Burien, WA 98148. Contractors not attending the Mandatory Conference and Facilities Tour will not be able to participate in the RFP bid process, no exceptions.

### III. INSTRUCTIONS TO CONTRACTORS

- A. RFP proposals shall be delivered to:

The reception desk in the lobby of  
Burien Community Center  
14700 6<sup>th</sup> Ave SW  
Burien, WA 98166

Proposals must be received on November 21, 2011 at or before the hour of 1:00 pm. Proposals received after 1:00 pm will not be considered for the contract proposal process - no exceptions.

- B. Five (5) copies of the RFP must be placed in a sealed envelope and clearly labeled in the lower left corner "Proposal for Janitorial Services."
- C. The following information must be included in all proposals:
1. A statement delineating proven experience and expertise in providing the services requested in this RFP.
  2. Resumes for the individual(s) to be assigned to complete the required services.
  3. Identification of the individual in charge of contractual arrangements or managing contracts (i.e., contract manager, supervisor).
  4. How many staff you project are needed to complete the scope of work.
  5. The hourly wages to be paid to laborers and workers under all public service contracts shall not be less than the prevailing rate of wage for an hour's work in the same trade or occupation and shall be in accordance with the provisions of RCW Chapter 39.12. In the context of this contract, this requirement is applicable to all Building Service Employees.  
[Ref. WAC 296-127-01308]. NOTE: This requirement is also applicable to all subcontractors.
  6. Provide an explanation of what information, equipment and/or assistance will be required from the City.
  7. Description of how work will be performed and how tasks will be tracked.
  8. A list of contracts within the last five (5) years, identifying contracts similar to the requested services, including the name, title, and phone number of an appropriate local contact.
  9. Four (4) references for similar services.
- D. Even though it is the City of Burien's goal to award this contract to a single vendor, it is possible that the City may instead choose to award the bid to two contractors depending on their proposals for individual sites. Therefore:
- 1) The proposer shall provide a Proposal for each facility, including State sales tax after totaling the cost of all services for each individual site. These individual site proposals should assume the City will award different facilities to separate contractors.
  - 2) The proposer will provide a TOTAL price for custodial services for BOTH sites, including State sales tax after totaling the cost of all services for each facility. The TOTAL proposal for both sites assumes the City will award the entire contract to a single contractor.
- A hard copy is also available for review, or purchase for \$7.00, at the Burien Community Center at 14700 6<sup>th</sup> Avenue SW in Burien.
- E. Myron Clinton, Parks & Facilities Maintenance Supervisor, will notify the selected firm(s) for interviews.
- F. Each bidder will be allowed to ask questions and will be provided with property information. Inquiries for specific information will not be replied to prior to the aforementioned facilities conference and tour. Questions from RFP participants/bidders and the corresponding response will be shared with all bidders during the conference and tour. If any questions cannot be addressed during the walk through, they will be answered via email. No questions from RFP participants/bidders will be answered after Thursday, November 17, 2011 at 5:00 pm.

#### IV. SELECTION CRITERIA

A. Proposals will be evaluated to receive up to 100 points based on the criteria and calculated weight factors noted in the table below:

	<b>Factor</b>	<b>Weight Given</b>
1	<b><u>Responsiveness</u></b> of the proposal to the purpose and scope of services.	30%
2	<b><u>Experience:</u></b> Ability and history of successfully completing contracts of this type, meeting projected timelines, experience in custodial and building maintenance services.	30%
3	<b><u>Budget:</u></b> Clearness and reasonableness of proposal in specifying costs, and total cost.	20%
4	<b><u>References/key personnel:</u></b> Strength of references and key personnel.	20%
	<b>Total Criteria Weight</b>	<b>100%</b>

- B. Evaluation of the proposals and their cost effectiveness to the City will be made by an Evaluation Committee approved by the Director of Parks and Recreation. The Committee will evaluate all information provided in the proposal documents to determine the compliance with and conformance to the requirements set forth in this RFP, and the responsible qualifications of the individual(s) or firm(s) submitting a proposal. The Evaluation Committee's review and final decisions for the RFP will be based primarily on the most qualified Contractor overall, and not simply on the monthly/annual services fees proposed. The City will carefully investigate each Contractor's background and experience in the operation of like facilities.
- C. The City may utilize the services of appropriate experts to assist in the evaluation process.
- D. Interview/Presentation  
The Department Director will invite one or more proposers to interview and make an oral presentation to the Evaluation Committee.
- E. Contractor's Experience and Capability

The evaluation and determination of a proposer's fulfillment of the following requirements will be made by the City, and its judgment will be final. Criteria to be used in the selection process will include, but may not be limited to, the following considerations:

- 1) Record and verification of proposer's experience in providing custodial services to businesses and/or municipalities, and demonstrated quality and reliability standards having been met in the service provided. Services provided to facilities of similar size and scope of service are of particular interest to the City.
- 2) Proposer's capability and capacity to perform the contract promptly, as specified in the RFP.
- 3) Proposer's quality of performance of previous City contracts and/or contracts with other organizations and/or municipalities.
- 4) Proposer's previous and existing compliance with laws and ordinances relating to contracts.
- 5) Financial status of the proposer. The City may require whatever evidence is deemed necessary by the City relative to the proposer's financial stability.
- 6) Proposer's method of hiring a work force to fulfill contract requirements.

- 7) Ability of the proposer to respond to facility emergencies throughout the year.
- 8) False, incomplete or unresponsive statements in connection with a proposal may be sufficient cause for its rejection.

## **SECTION B – TERMS AND CONDITIONS**

### **A. JANITORIAL STAFF CONDUCT**

These facilities are a public Community Center and Art Center. The Contractor's employees performing the custodial services will be working around City staff and the public on many occasions. Thus, it is important that the following expectations are reasonably followed, while working in the City facilities.

1. It is the City's desire that janitorial staff be dressed in a uniform with the company name and/or logo on their shirt. However, if uniforms are not within the proposer's cost of doing business, then the employees shall dress in appropriate attire at all times.
2. Janitorial staff shall work discretely around City staff and the public, not causing disturbances or interrupting during public meetings, classes, events, or staff working hours. Vacuums may not be used in areas/rooms where classes, meetings or events are taking place. Such work should be done in other areas, then returned to afterwards. After reasonable attempts, if there is still a late meeting, class or event, then that particular area may be skipped and taken care of during the next scheduled cleaning night.
3. Janitorial staff shall handle any necessary communications and actions with City staff and the public in a professional manner.
4. Public restrooms shall be serviced even during events and activities. A ~~Restroom Closed for Cleaning~~ sign (provided by the City) shall be placed in front of the restroom door while being cleaned as expeditiously as possible.

- B. The City reserves the right to reject any and all proposals, as well as to waive minor irregularities in any proposal.
- C. The City reserves the right to request clarification of information submitted and request additional information from the service provider.
- D. The City reserves the right to modify the frequency and/or scope of services for each facility within the RFP up until Thursday, November 17, 2011 at 5:00 pm.
- E. The City reserves the right to award any contract to the next most qualified contractor, if the selected contractor does not execute the contract within thirty (30) days after the contract was awarded.
- F. The proposer's proposal shall include those prices necessary to cover the costs of all items required to perform the work as set forth in the RFP documents. No allowance of any kind whatsoever will be made to any proposal because of lack of such examination or knowledge. The submission of a proposal shall be conclusive evidence that the proposer has made such an examination.
- G. The City requires evidence of worker's compensation and general liability insurance in minimum amounts as described in the standard contract attached hereto as Exhibit 1.

- H. Any proposal may be withdrawn up until the date and time set forth above for the RFP proposals due date and time. Any RFP not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to the City the services described in the attached specifications, or until one or more of the proposals have been approved by the City administration, whichever occurs first.
- I. The contract resulting from acceptance of a proposal by the City shall be in substantially the same form as supplied by the City in the attached Exhibit 1 and shall conform to the specifications in this RFP.
- J. If awarded a contract by the City, the Contractor(s) and all subcontractors are required to obtain a Business License from the City of Burien, if they do not already have one.
- K. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to this RFP.
- L. The City reserves the right to make, at any time during the Contract, such changes in the Work as the City deems necessary for budgetary, operational, or other reasons. Such changes shall be made by reducing or eliminating portions of the Scope of Services for individual facility sites as submitted by the Contractor with its Proposal and by reducing the Contractor's compensation commensurately. The City shall give the Contractor 30 days notice of any such changes in the Work.

### **SECTION C – GENERAL SCOPE OF SERVICES**

The City of Burien is pleased to offer an opportunity for an experienced facility maintenance firm/contractor to provide janitorial services at the following two (2) City facilities:

1. Burien Community Center, 14700 6<sup>th</sup> Ave SW, Burien 98166
2. Moshier Art Center, 430 S 156<sup>th</sup> Street, Burien 98148

The City will be responsible for providing all cleaning equipment and supplies (mops, buckets, brooms, dust mops, rags, autoscrubber and associated cleaners), and products (toilet paper, paper towels, garbage bags, seat covers, soap, etc) needed to fulfill the scope of services within the RFP.

# **I. BURIEN COMMUNITY CENTER - General Specifications**

**Schedule:** Burien Community Center is to be cleaned five (5) nights per week on **Sunday, Tuesday, Wednesday, Thursday and Friday**. Cleaning must take place between the hours of 8:30pm, and be finished no later than 6:00am the following morning.

## **1) OFFICES (6), CUBICLES (8), AND OPEN COMMON WORK AREAS (carpeted)**

### ***a) Daily:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Empty paper shredder waste receptacle, and replace liner.
3. Spot clean work surfaces for minor spillage or coffee rings as needed
4. Arrange furniture in a neat and orderly manner.
5. Vacuum main carpeted areas.
6. Dust low ledges and horizontal surfaces under 6 feet.
7. Spot clean walls around light switches and door frames as needed.

### ***b) One (1) Time Per Week:***

1. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture.
2. Detail vacuum under desks, tables, counters, corners and edges of carpeted areas.
3. Clean noticeable stains off windows with glass cleaner where applicable.

### ***c) Once Per Month (1<sup>st</sup> week of month):***

1. Vacuum heating and air return vents.
2. Dust ledges and horizontal surfaces over 6 feet (for spider webs, etc).
3. Dust mini blinds where applicable.
4. Wipe down walls not done daily.

## **2) EMPLOYEE RESTROOM, AND CLINIC ROOM (Linoleum)**

### ***a) Three (3) Times Per Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop and/or sweep floor areas.
3. Damp mop floor surfaces with neutral cleaner.
4. Dust and wipe down low ledges and horizontal surfaces.
5. Check and refill all dispensers; paper towels, toilet tissue, seat covers and hand soap.
6. Clean and polish mirror and dispensers.
7. Clean counters, and wash basin.
8. Clean and sanitize toilet, and toilet seat.
9. Clean and polish chrome fixtures.
10. Clean walls, towel dispensers, and door frames.

**3) EMPLOYEE KITCHEN (linoleum)**

*a) Three (3) Times Per Week*

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop and/or sweep floor.
3. Damp mop floor surface with neutral cleaner (1 time per week).
4. Wipe down counters, sink, and table top and cabinet doors.
5. Clean and polish chrome fixtures.
6. Dust and wipe down horizontal surfaces under and over 6 feet (for spider webs, etc).
7. Check and refill all dispensers; paper towels, and hand soap.

**4) SMALL HALLWAY OUTSIDE CUSTODIAL CLOSET**

*a) Daily:*

1. Vacuum main carpeted area.
2. Spot clean walls around light switches and door frames as needed.
3. Dust and wipe down low ledges and horizontal surfaces.

**PUBLIC ENTRANCE AREAS**

**1) EXTERIOR MAIN ENTRANCE**

*a) Three (3) Times Per Week*

1. Empty waste receptacles on main plaza and at the bottom of the stairway, dispose of waste appropriately, clean waste container, and replace liner.
2. Remove litter, cigarette butts, and debris from stairways and main plaza.

**2) INTERIOR ENTRY WAY (Tile floor)**

*a) Daily:*

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop tile floor.
3. Damp mop floor surfaces with neutral cleaner.
4. Vacuum entry rugs.
5. Clean noticeable stains off windows with glass cleaner where applicable.
6. Spot clean walls around light switches and door frames as needed.

*b) Once (1) Per Week:*

1. Dust window sills, low ledges and all horizontal surfaces under 6 feet.
2. Dust and clean accessible surfaces of furniture.
3. Clean windows with glass cleaner where needed.

c) ***Once Per Month (1<sup>st</sup> week of the month):***

1. Vacuum heating and air return vents.
2. Dust ledges and horizontal surfaces over 6 feet (for spider webs, etc).

3) **MAIN LOBBY (Carpeted)**

a) ***Daily:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Wipe down table tops and furniture with neutral cleaner.
3. Arrange furniture in a neat and orderly manner.
4. Vacuum main carpeted areas.
5. Dust and/or wipe down low ledges and horizontal surfaces under 6 feet.
6. Spot clean walls around light switches and door frames as needed.

b) ***Two (2) Times Per Week:***

1. Dust ledges and horizontal surfaces over 6 feet (spider webs, etc).
2. Detail vacuum under furniture, desks, corners and edges of carpet.
3. Clean noticeable stains off windows with glass cleaner where applicable.

4) **PUBLIC RESTROOMS (Linoleum)**

a) ***Daily:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Empty and clean feminine napkin containers, dispose of waste, and replace liners.
3. Dust mop and/or sweep floor areas.
4. Damp mop floor surfaces with neutral cleaner.
5. Check and refill all dispensers; paper towels, toilet tissue, seat covers and hand soap.
6. Clean and polish mirrors and dispensers.
7. Clean counters, and sinks.
8. Clean and sanitize toilets, toilet seats, and urinals.
9. Clean and polish chrome fixtures.
10. Clean walls around sinks, towel dispensers, urinals, partitions and door frames.
11. Dust and/or wipe down low ledges and horizontal surfaces under 6 feet.

b) ***Once Per Month (1<sup>st</sup> week of month)***

1. Vacuum air vents.
2. Dust ledges and horizontal surfaces over 6 feet (spider webs, etc).
3. Wipe down walls not done daily.

5) **PUBLIC KITCHEN (Linoleum)**

a) ***Two (2) Times Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop and/or sweep floor (*Fridays & Sundays*).
3. Damp mop floor surface with neutral cleaner (*Fridays & Sundays*).
4. Check and refill all dispensers; paper towels, and hand soap.
5. Clean counters, sinks, and dispensers.
6. Clean walls around sinks, towel dispenser, door frame, cupboard doors and appliance surfaces.
7. Clean and polish chrome fixtures.
8. Dust and/or wipe down low ledges and horizontal surfaces under 6 feet.

b) **Once Per Month** (1<sup>st</sup> week of month):

1. Wipe down walls not done daily.
2. Vacuum air vents.
3. Dust ledges and horizontal surfaces over 6 feet (spider webs, etc).

6) **RECEPTION DESK/AREA (Carpeted)**

a) **Daily:**

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Wipe down registration table tops with neutral cleaner.
3. Vacuum main carpeted area.
4. Dust horizontal surfaces less than 6 feet.
5. Spot clean walls around light switches and door frames.

b) **Weekly**

1. Dust horizontal surfaces above 6 feet (spider webs, etc).
2. Detail vacuum under furniture, desks, corners and edges of carpet.

7) **FACILITY RENTAL ROOMS (1-7, see facility map) (wood laminate)**

a) **Daily:**

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liner.
2. Dust mop floors in all seven (7) rooms.
3. Damp mop (ring out mop very well!) stains and dirty areas of floor surfaces with neutral cleaner.
  - a. *Note:* It is the intention of this contract that the floors are clean and safe for public use.
4. Arrange furniture in a neat and orderly manner.
5. Vacuum entry rugs in rooms.
6. Clean noticeable stains off windows with glass cleaner where applicable.
7. Clean noticeable stains off mirrors with glass cleaner where applicable.
8. Spot clean walls around light switches and door frames as needed.
9. Wipe down tables and chairs.

b) **Once (1) Per Week**

1. Clean entire floor areas of each room with the autoscrubber 1 time per week, according to schedule posted in the custodial closet.
2. Dust ledges, window sills and horizontal surfaces under and over 6 feet (spider webs, etc).
3. Dust vertical blinds.

c) **Once Per Month** (1<sup>st</sup> week of month):

1. Wipe down walls not done daily.
2. Vacuum air vents.
3. Dust ledges and horizontal surfaces over 6 feet (spider webs, etc).

8) **ADDITIONAL DUTIES AND RESPONSIBILITIES**

1. Maintain janitorial closets in a clean, accessible, and organized manner.
2. It is the responsibility of the janitorial firm to notify the City representative when cleaning and product supplies are low, before they run out.
3. Keep interior and exterior of autoscrubber clean, and store with lids open.
  - a. It will be the responsibility of the janitorial firm to operate and maintain the autoscrubber in proper condition. The City will provide sufficient training from the manufacturer's representative.

- b. If the autoscrubber has been improperly used or maintained, the janitorial firm will be responsible for repairs.
4. Secure lights and alarm systems and lock all interior and exterior doors, as directed.
5. Notify City representative of any facility, mechanical, plumbing, or security problems.

## II. MOSHIER ART CENTER - General Specifications

**Schedule:** Moshier Art Center is to be cleaned three (3) nights per week on **Sundays, Tuesdays, and Thursdays.** Cleaning must take place after 10:00pm in the evenings, and be finished no later than 7:00am the following morning.

### 1) **OFFICE AREA**

#### *a) Three (3) Times Per Week:*

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liners.
2. Dust mop floor.
3. Damp mop floor surfaces with neutral cleaner.
4. Dust and clean accessible surfaces of desks, chairs, tables and other office furniture. Arrange furniture in a neat and orderly manner.
5. Dust and/or wipe down window sills, low ledges and all horizontal surfaces under 6 feet.
6. Clean noticeable stains off windows with glass cleaner where applicable.
7. Spot clean walls around light switches, handles and door frames as needed.
8. Dust mini blinds.
9. Dust and spot clean walls.

#### *b) Monthly (1<sup>st</sup> week of each month):*

1. Dust off air vents.
2. Dust ledges and horizontal surfaces over 6 feet (spider webs, etc).

### 2) **HALLWAY**

#### *a) Three (3) Times Per Week:*

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liners.
2. Dust mop floors.
3. Damp mop floor surfaces with neutral cleaner.
4. Dust and/or wipe down window sills, low ledges and all horizontal surfaces under 6 feet.
5. Spot clean walls and around light switches and door frames as needed.
6. Clean noticeable stains off windows and display case with glass cleaner where applicable.
7. Sweep rug at back east entrance, outside, free of dirt and debris.

#### *b) Monthly (1<sup>st</sup> week of each month):*

1. Dust ledges and all horizontal surfaces over 6 feet (spider webs, etc).
2. Dust off air vents.

### 3) **HANDBUILDING ROOM**

#### *a) Three (3) Times Per Week:*

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liners.
2. Dust mop floors.
3. Damp mop floor surfaces with neutral cleaner.

4. Dust and/or wipe down window sills, low ledges and horizontal surfaces under 6 feet.
5. Clean noticeable stains off windows with glass cleaner where applicable.

***b) Monthly (1<sup>st</sup> week of each month):***

1. Dust ledges and all horizontal surfaces over 6 feet (spider webs, etc).
2. Dust off air vents.

**4) STUDIO ARTIST ROOM**

***a) Three (3) Times Per Week:***

1. Dust mop open and accessible floor areas only.
2. Damp mop open and accessible floor surfaces only, with neutral cleaner.

**5) THROWING ROOM**

***a) Three (3) Times Per Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liners.
2. Check and refill all dispensers; paper towels, and hand soap.
3. Dust mop floors.
4. Damp mop floor surfaces with neutral cleaner.
5. Dust and/or wipe down window sills, low ledges and all horizontal surfaces under 6 feet.

***b) Monthly (1<sup>st</sup> week of each month):***

1. Dust ledges and all horizontal surfaces over 6 feet (spider webs, etc).
2. Dust off air vents.

**6) MULTIPURPOSE ROOM**

***a) Three (3) Times Per Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liners.
2. Dust mop floors.
3. Damp mop floor surfaces with neutral cleaner.
4. Dust and/or wipe down window sills, low ledges and all horizontal surfaces under 6 feet.

***b) Monthly (1<sup>st</sup> week of each month):***

1. Dust ledges and all horizontal surfaces over 6 feet (spider webs, etc).
2. Dust off air vents.

**7) GLAZE ROOM**

***a) Three (3) Times Per Week:***

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liners.
2. Dust mop floors.
3. Damp mop floor surfaces with neutral cleaner.

*b) Monthly (1<sup>st</sup> week of each month):*

1. Dust ledges and all horizontal surfaces over 6 feet (spider webs, etc).
2. Dust off air vents.

8) **KITCHEN**

*a) Three (3) Times Per Week:*

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liners.
2. Dust mop floor.
3. Damp mop floor surfaces with neutral cleaner.
4. Check and refill all dispensers; paper towels, and hand soap.
5. Clean counter top, sinks, and all dispensers.
6. Clean and polish chrome fixtures.
7. Dust and/or wipe down low ledges and all horizontal surfaces under 6 feet.
8. Clean and sanitize kitchen area when needed after special events. (sinks, floors, counters)

*b) Monthly (1<sup>st</sup> week of each month):*

1. Dust ledges and all horizontal surfaces over 6 feet (spider webs, etc).
2. Dust off air vents.

9) **RESTROOMS**

*a) Three (3) Times Per Week:*

1. Empty waste receptacles, dispose of waste appropriately, clean waste container, and replace liners.
2. Dust mop floors.
3. Damp mop floor surfaces with neutral cleaner.
4. Check and refill all dispensers; paper towels, toilet tissue, seat covers and hand soap.
5. Empty and clean feminine napkin containers, dispose of waste, and replace liners.
6. Clean and polish mirrors.
7. Clean counters, wash basins and all dispensers.
8. Clean and sanitize toilets, toilet seats, urinals.
9. Dust and/or wipe down low ledges and all horizontal surfaces under 6 feet.
10. Clean and polish chrome fixtures.
11. Clean walls around sinks, towel dispensers, urinals, partitions and door frames.

*b) Monthly (1<sup>st</sup> week of each month):*

1. Dust ledges and all horizontal surfaces over 6 feet (spider webs, etc).

10) **ADDITIONAL DUTIES**

1. Maintain custodial closet in a clean, accessible, and organized manner.
2. It is the responsibility of the janitorial firm to notify the City representative when cleaning and product supplies are low, before they run out.
3. Secure lights and lock all interior and exterior doors, as directed.
4. Notify City representative of any facility, mechanical, plumbing, or security problems.

**SECTION D – PRICE PROPOSAL SHEET**

**Billing/Rate Information:** The Contractor shall be reimbursed at the following rates:

**REGULAR CORE CLEANING SERVICES**

**January – December 2012:**

Burien Community Center:	\$	/month (5 days per week = Sun, Tue, Wed, Thurs and Fri)
Moshier Art Center:	\$	/month (5 days per week = Sun, Tue, Wed, Thurs and Fri)
Total:	\$	/month

**ADDITIONAL DISCRETIONARY CLEANING SERVICES**

Services shall be pre authorized and scheduled with the City.

1) **ONCE PER YEAR (May)**

**Window Washing – All glass windows inside and out, with brush and squeegee.**

- 1. Burien Community Center (BCC) - Inside and out \$
- 2. Moshier Art Center (MAC) - Inside and out \$

2) **TWICE PER YEAR (March, September)**

**Machine Scrub & Wax**

- 1. BCC – Main entrance floor (tile) & Public Restroom floors (linoleum) \$

3) **TWICE PER YEAR (March, September)**

**Carpet Cleaning – Burien Community Center**

- 1. BCC Main lobby, including reception desk area \$
- 2. BCC Employee offices and office areas \$

4) **EMERGENCY SERVICES – within four (4) hours**

- 1. Minimum charge \$
- 2. Per hour rate thereafter \$

**Cost Summary**

Description	Burien Community Center	Moshier Arts Center
Core Cleaning	\$	\$
Discretionary Cleaning	\$	\$
<b>Total Costs</b>	<b>\$</b>	<b>\$</b>

## SECTION E - INFORMATION TO BE SUBMITTED WITH PROPOSAL

Each Contractor must respond to each of the following requests/questions in a clear and comprehensive manner. An incomplete or inaccurate response may prevent the Contractor from receiving further consideration for the services described in this RFP.

a) Contractor Profile:

- 1) Provide the full name, main office address, and tax identification number of the entity that would ultimately enter into a contract with the City.
- 2) Provide the name and address of the entity that would actually provide the services to the City, if different from above.
- 3) Identify if your firm is an individual, partnership, or corporation and the state of incorporation.
- 4) Provide an organizational chart.
- 5) Provide the name(s), address(es), and telephone number(s) of the persons who are authorized to negotiate a contract with the City and also the contact person to whom notices regarding this RFP should be sent.
- 6) Provide copies of all business registrations/business licenses, and contractor's license.
- 7) Provide a list of current number of employees.

b) References/Experience/Past Projects:

- 1) List five references, include names, titles, and telephone numbers of contact persons, which you have provided services to in the past two years.
- 2) Provide a list of four additional projects or contracts that your firm currently services that is similar in scope to this RFP.
- 3) Please tell us about your background and experience in facilities maintenance. Have you ever worked for a public entity?
- 4) Describe your level of expertise in proper use of facility cleaning equipment and products, and on which type of surfaces.
- 5) List any other relevant experience.

The City will contact some or all of the listed references and may conduct a site visit of one or more of the projects or contracts listed.

c) List of Workers/Subcontractors:

- 1) List all proposed staff by name, identifying the proposed Contract Manager. List each person's current role in your firm and their proposed role in relation to the work contemplated under this RFP.
- 2) Describe each staff member's specific professional qualifications and years of applicable experience.
- 3) List all subcontractors and the work to be subcontracted out to them, and their professional qualifications and years of applicable experience.

REMINDER: All subcontractors are also subject to prevailing wage requirements.

d) Insurance Coverage:

- 1) The Contractor must furnish evidence of insurance coverage in compliance with the insurance requirements of the City's standard contract for services as set forth in the attached Exhibit 1.
- 2) Worker's compensation in accordance with Washington State law shall be secured for the Contractor and its employees, and for all subcontractors.
- 3) A performance bond is **not** required for the work listed in this RFP.

e) Other information/questions:

- 1) Has the Contractor ever been named as a defendant in any litigation brought by a client as a result of a contract? If so, describe the circumstances fully, and identify the court in which the litigation was filed and provide the case number.
- 2) Describe the Contractor's on-call ability and emergency response procedures to deal with problems such as vandalism damage, etc, 7 days a week throughout the year. Provide a list of hourly rates for all services and any minimum call-out hours.

## **SECTION F – PROPOSER’S CHECKLIST**

This Proposer's Checklist is included as an aid to Contractors.

1. Review all sections of the Request for Proposal.
2. Submit a Notice of Intent to Apply by Thursday, October 13, 2011. This is not a mandatory requirement, but notification would be appreciated as it is a means for the City to track and plan for the Request for Proposals process.
3. Attend the mandatory guided parks tour on Wednesday, October 19, 9:00 am till 4:00 pm, starting at the Burien Community Center, Parks & Recreation Office located at 14700 6th AVE SW, Burien 98166. Call (206) 988-3706 to sign-up for the tour. Limited transportation will be provided by the City. Contractors are encouraged to examine all the Burien parks by going on a self-guided tour of each site, using the maps, price proposal sheets and RFP as a guide. Contractors not attending the tour will not be considered for the Parks contract bid process - no exceptions.
4. Prepare your proposal, making sure to provide all information requested in Section D of the Request for Bid.
  - a) Contractor Profile (Section D)
  - c) References/Experience/Past Projects (Section D)
  - d) List of Subcontractors (Section D)
  - e) Insurance Coverage (Section D)
  - f) Other information/questions (Section D)
  - l) Proposer's Qualification Certificate (Section E)
5. Five (5) copies of the proposal are due to Burien Parks & Recreation, Attention Michael Lafreniere, 14700 6th AVE SW, Burien, Washington 98166 by 1:00 pm on Monday, November 14, 2011. The five copies must be placed in a sealed envelope and clearly labeled in the lower left corner "Proposal for Janitorial Services".

**If your firm is awarded a contract, the following documents must be returned:**

- A. One signed original contract and one signed counterpart contract.
- B. General liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage, naming the City of Burien as an additional insured.
- C. Worker's Compensation insurance in accordance with Washington State Law.
- D. Washington State Patrol Background Checks on all employees and subcontractors performing work under the City of Burien Park janitorial services contract.
- E. Obtain a City of Burien Business License

**SECTION G - PROPOSER'S QUALIFICATION CERTIFICATE**

Proposer's Qualification Certificate Form to be completed and submitted with the contractor's proposal package.

The undersigned hereby certifies and submits the following qualifications:

1. Name and Address:

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2. Current State of Washington Certification Nos. (items 2-6)\*  
 (\*must remain valid through project duration)

Employment Security Dept. No. \_\_\_\_\_ Expires: \_\_\_\_/\_\_\_\_/20  
 (MM/DD/YY)

State Excise Tax Registration No. \_\_\_\_\_ Expires: \_\_\_\_/\_\_\_\_/20  
 (MM/DD/YY)

3. Number of years in business under present name: \_\_\_\_\_(years). List other business names used by Proposer during the past five (5) years if different than in Item 1:

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4. City of Burien Business License No. \_\_\_\_\_ (required prior to award of Contract)

5. Particular types of work performed by your company:

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6. **List 3 public contracts** of a similar nature which have been performed by the Proposer within the last 5 years and the gross dollar amount of each project:

<b>Contract Amount</b>	<b>Type</b>	<b>Owner, Contact Name &amp; Phone Number</b>	<b>Year Complete</b>	<b>Bid Amount</b>

7. Gross amount of contracts now in hand \$ \_\_\_\_\_

8. Gross amount of contracts not complete \$ \_\_\_\_\_

9. Number of regular full-time employees \_\_\_\_\_

10. Has the Proposer, or any representative or partner thereof, failed to complete a Contract?  NO  YES  
If yes, give details:

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11. Has the Proposer ever had any performance bonds called as a result of its Work?  NO  YES  
If yes, please state: \_\_\_\_\_

Project Name	Contracting Party	Bond Amount
_____	_____	_____
_____	_____	_____

12. Has the Proposer ever been found guilty of any violation of State or Federal Employment Laws, or debarred from bidding on a contract?  NO  YES  
If yes, give details:

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13. Has the Proposer ever filed for Chapter Eleven or other bankruptcy?  NO  YES  
If yes, give details:

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14. Have any adverse legal judgments been rendered against the Proposer in the past five (5) years?  NO  YES  
If yes, give details:

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15. Has the Proposer filed any claims with Washington State Workman's Compensation or other insurance company for accidents resulting in fatal injury or dismemberment to any of its employees in the past five (5) years?  NO  YES

If yes, please state:

Date	Type of Injury	Agency Receiving Claim
_____	_____	_____
_____	_____	_____

16. Bank Reference(s):

Name

Address

Account Type

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**I am the \_\_\_\_\_ (title of Proposer), have the authority to bind Proposer, am over the age of 18 and have personal knowledge of the facts set forth above (items 1-23).**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_ (City), Washington.**

By:

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(Authorized Signature)

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(Printed Name)

**EXHIBIT 1**

CONTRACT FOR SERVICES  
City of Burien and [Name of Contractor]

This Agreement is entered into by and between the City of Burien, Washington, a noncharter optional municipal code city hereinafter referred to as "the City", and \_\_\_\_\_, herein referred to as "the Contractor", whose principal office is located at \_\_\_\_\_.

WHEREAS, the City has determined the need to have certain parks landscaping and maintenance services performed for its citizens but does not have the resources to perform such services, and

WHEREAS, the City desires to have the Contractor perform such services pursuant to certain terms and conditions and the Contractor has represented that it has the requisite skill and experience necessary to provide the necessary parks landscaping and maintenance services,

NOW THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Contractor. The Contractor shall perform those services described on Exhibit A attached hereto and incorporated herein by this reference as if fully set forth. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith. The Contractor shall request and obtain prior written approval from the City prior to the initiation of any specific task not included in the scope of services. If the scope or schedule is to be modified in any way, prior written approval is also required.

The Contractor shall additionally provide to the City a copy of a Washington State Patrol criminal background check form, completed on each person employed by the Contractor or any subcontractor. Such forms shall be provided to the City prior to any such person working at or on any City-owned property or facility and, based on such forms at the City's sole option, persons with unsatisfactory criminal background checks shall not work at or on any such City-owned property or facility.

2. Compensation and Method of Payment. Payments shall be made by the City to the Contractor based on month-end billings. The City shall pay the Contractor for services rendered within thirty days after receipt of a billing voucher in the form set forth on Exhibit B attached hereto and incorporated herein by this reference. The total amount to be paid shall not exceed \$\_\_\_\_\_. The Contractor shall complete and return Exhibit C, Taxpayer Identification Number, to the City on or before the execution of this Agreement.

**With the monthly invoice, per the attached Billing Voucher (Exhibit B), shall be a narrative review and schedule of the past month's activities, along with the work products developed, for which the invoice serves.**

The total amount to be paid for 2012 shall not exceed \$\_\_\_\_\_, unless mutually agreed upon in writing between the City and the Contractor. The estimated monthly base amount is specified in Exhibit B. The Contractor will be reimbursed for expenditures on the basis of actual expenses incurred. In the event the City desires additional services other than those described in Exhibit A, the Contractor agrees to perform such services according to the schedule in Exhibit A-1, or for an amount negotiated by the parties, whichever is less, so long as the hourly rate is not less than the prevailing wage.

In addition, Contractor shall provide performance assurance in the form of a \$3,000 Standby letter of credit, in a form acceptable to the City Manager. This remedy shall be in addition to the remedy of withholding payment for performance deficiencies, as set forth in the general specifications.

3. Prevailing Wages. Prevailing wages, in accordance with RCW 39.12, applies to this contract. The Contractor and all subcontractors shall pay no less than the prevailing wage rate to all employees. A list of the applicable prevailing wage rates are included in Exhibit \_\_\_\_\_. The Contractor and all subcontractors shall submit a "Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" in compliance with RCW 39.12.040.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing and ending \_\_\_\_\_ unless sooner terminated under the provisions hereinafter specified.

5. Ownership and Use of Documents. All documents, drawings, specifications, computer files, photographs, calculations, models, maps, and other materials produced by the Contractor in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not.

6. Independent Contractor. The Contractor is and shall be at all times during the term of this Agreement an independent contractor, and not an employee of the City. Any and all employees of the Contractor or other persons while engaged in the performance of any work or services required of the Contractor under this Agreement shall be considered to be employees of the Contractor only and not employees of the City. The Contractor and City agree to the following rights consistent with an independent contractor relationship, except to the extent otherwise provided in the Scope and Schedule of Services attached hereto as Exhibit A:

A. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.

B. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.

C. The Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement; the City shall not hire or supervise any assistants to help Contractor.

D. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from City in the skills necessary to perform the services required by this Agreement.

E. City shall not require Contractor or Contractor's employees or contract personnel to devote full time to performing the services required by this Agreement.

The Contractor acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of the Contractor's status as an independent contractor. If the City is assessed, liable or responsible in any manner for such charges or taxes, the Contractor agrees to hold the City harmless from such costs, including attorney's fees.

The Contractor shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Agreement, unless otherwise specified in writing.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits to perform the work provided for herein.

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of the City. The City shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. City shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. City shall not provide any insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor agrees to maintain adequate insurance to cover any negligent acts committed by Contractor or Contractor's employees or agents while performing services under this Agreement.

7. Indemnification.

- A. The Contractor agrees to indemnify the City from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the Contractor, the Contractor's employees, affiliated corporations, officers, and lower tier subcontractors in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.
- B. The City agrees to indemnify Contractor from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused by the negligence or willful misconduct of the City, the Cities employees, or agents in connection with this Contract, either solely or in combination with the negligence or willful misconduct of third parties.
- C. If negligence or willful misconduct of both the Contractor and the City (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost or expense shall be shared between the Contractor and the City in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity shall apply for such proportion.
- D. The Contractor hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any Contractor agent or employee against the City. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

8. Insurance.

- A. The Contractor shall obtain insurance that complies with the following requirements:

- 1. Commercial General Liability. The Contractor shall procure and maintain in full force throughout the duration of the Agreement commercial general liability insurance to cover liability, bodily injury, and property damage. The Commercial General Liability insurance shall be written on an occurrence basis and shall provide coverage for any and all costs, including defense costs, and losses and damages resulting from personal injury, bodily injury and death, property damage, products liability and completed operations. Such insurance shall include blanket contractual coverage, including coverage for this agreement as now or hereafter amended and specific coverage for the indemnity provisions set forth herein. Coverage must be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
  - 2. Comprehensive Automobile Liability. The Contractor shall procure and maintain in full force comprehensive automobile liability insurance that shall include owned, hired, and non-owned vehicles on an occurrence basis with limits no less than \$1,000,000 per accident.
  - 3. Professional Liability. The Contractor shall procure and maintain in full force professional liability insurance for those services delivered pursuant to this Agreement that, either directly through Contractor employees or indirectly through contractual or other arrangements with third parties, involve providing professional services. Such professional liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. For the purposes of this Paragraph "professional services" shall include but not be limited to the provision of any services provided by any licensed professional.
- B. Each insurance policy required pursuant to this Agreement shall be primary with respect to the City and shall so provide or include an endorsement so providing. Any other coverage maintained by City shall be excess of this coverage herein defined as primary and shall not contribute with it.
  - C. Each insurance policy obtained pursuant to this Agreement shall be issued by financially sound insurers, who may lawfully do business in the State of Washington with a financial rating at all times during coverage of no less than rating of "A" and a class of ~~X~~ or better in the latest edition of ~~Best's~~ "Key Rating Guide" published by A.M. Best Company, or such other financial rating or rating guide approved in writing by the City's Legal Department. In the event that at any time during coverage, the insurer does not meet the foregoing standards, the Contractor shall give prompt notice to the City and shall seek coverage from an insurer that meets the foregoing standards. The City

reserves the right to change the rating or the rating guide depending upon the changed risks or availability of other suitable and reliable rating guides.

- D. Commercial general liability insurance policies obtained pursuant to this Agreement by the Contractor or required by the Contractor from its vendors and/or subcontractors shall contain an endorsement naming the City as an additional insured without limitation.
- E. The Contractor shall provide the City with written notice of any policy cancellation, within two business days of its receipt of such notice.
- F. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due to the Contractor from the City.
- G. A certificate of insurance coverage shall be delivered to the City on or before the execution of this Agreement and shall be acceptable to the City's Legal Department. The certificate of insurance coverage shall specify that the required coverage limits are met or exceeded and that the required primary insurance and additional insured endorsements are provided.

9. Warranty: The Contractor warrants for itself and all of its agents, employees, and representatives that they have the requisite training, skill, and experience necessary to provide the services listed in Exhibit A and are appropriately accredited and licensed by all applicable agencies and governmental entities.

10. Record Keeping and Reporting.

- A. The Contractor shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

11. Reports - Printed Copies & Electronic Version: When reports are required to be submitted to the City pursuant to this agreement, Contractor will provide three (3) printed copies to the City and an electronic version. Said electronic version shall be submitted to the City in a computer format compatible with PC software programs in current use by the City (Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, Microsoft Publisher, Visio, AutoCAD, Adobe Acrobat).

12. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement. The Contractor shall permit the City, state and federal agencies, from time to time as the City deems necessary or as required by state, local, or federal law or regulation, to inspect and audit, at any and all reasonable times, all pertinent books and records of the Contractor and any other person or entity which has performed work in connection with or related to the Contractor's services under this Agreement to verify the accuracy of accounting records, and shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof pertaining to work under this Agreement, upon the City's request. The Contractor shall ensure that such inspection, audit and copying right of the City is a condition of any contract, agreement or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Contractor's services under this Agreement.

13. Termination. This Agreement may at any time be terminated by the City giving to the Contractor thirty (30) days written notice of the City's intention to terminate the same. Failure to provide products on schedule may result in contract termination.

14. Discrimination Prohibited. The Contractor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Contractor to be provided under this Agreement on the basis of race, creed, color, national origin, families with children, sex, sexual orientation, gender identity, marital status, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a disabled person.

15. Assignment and Subcontract. The Contractor may not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

16. Conflict of Interest.

A. Governmental. No officer, employee or agent of the City who exercises any function or responsibilities in connection with the approval of, planning and carrying out of the program or services to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance, unless such interest is a remote interest as defined pursuant to RCW 42.23.040.

B. Contractor. The Contractor shall comply with all federal, state and City conflict of interest laws, statutes, regulations and policies as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of the City. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor also agrees that its violation of the conflict of interest provisions of this agreement shall constitute a material breach of this contract subjecting the contract to termination. The Contractor has a continuing obligation to search and report any actual or potential conflicts of interest during the course of performing work under this Agreement.

C. Contractor Employees. The Contractor further covenants that, with respect to its performance of this Agreement, no person having any interest, direct or indirect, in fact or in appearance, which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder, shall be employed to perform or provide services under this Agreement. The Contractor further covenants that it will implement and enforce requirements that its employees, with respect to this Agreement or the activities assisted by or through this Agreement, (a) will not use their position for personal gain, (b) will not engage in activities that directly or indirectly, in fact or in appearance, conflict with in any manner or degree, the performance of the Contractor's services and obligations hereunder, (c) will not have or obtain, directly or indirectly, a pecuniary interest, either for himself or herself or for those with whom he or she may have business ties or immediate family ties, or (e) will not benefit directly or indirectly, in fact or in appearance, either for himself or those with whom he or she may have business ties, and (f) will not accept or engage in outside employment that would conflict directly or indirectly, in fact or in appearance, with his or her responsibilities under this Agreement.

17. Prohibited Use of Funds. None of the funds, material, property or services provided directly or indirectly in this Agreement shall be used in the performance of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Burien City council, the Washington State Legislature, the U.S. Congress, or any other legislative body.

18. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

19. Notices. Administrative notices to the City of Burien shall be sent to the following address:

Myron Clinton, Parks & Facilities Maintenance Supervisor  
City of Burien  
14700 6<sup>th</sup> Avenue SW  
Burien, Washington 98166  
Telephone: (206) 988-3706

City of Burien Point of Contact is the Burien Parks and Recreation Director.  
Telephone: (206) 988-3700

Legal notices shall be sent to the Burien City Clerk at the following address:

City of Burien  
400 SW 152<sup>nd</sup> St., Suite 300  
Burien, Washington 98166  
Telephone: (206) 248-5517

Notices to the Contractor shall be sent to the following address:

Name  
Title  
Address  
Telephone number:

The point of contact for the Contractor or the person responsible for the contract services is:

Name:  
Telephone Number:  
Fax Number:  
E-mail:

20. City of Burien Business License. Contractor agrees to obtain a City of Burien business license prior to performing any work pursuant to this Agreement.

21. State of Washington Requirements. Contractor agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.

22. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

23. Time of Essence. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the services is essential to the Contractor's performance of this Agreement.

24. Exhibits to Agreement. The following exhibits are attached to this contract and incorporated herein by this reference:

Exhibit A: Scope of Services  
Exhibit B: Billing Voucher  
Exhibit C: Business License and Taxpayer Identification Numbers  
*Exhibit D: Taxpayer Identification Number*  
*Exhibit E: Prevailing Wage Rates*

*Note: Italicized Exhibits will be added to finalized contract, please reference similar documents in RFP.*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

NAME OF CONTRACTOR

CITY OF BURIEN, WASHINGTON

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

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

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

Title: City Manager

Date: \_\_\_\_\_

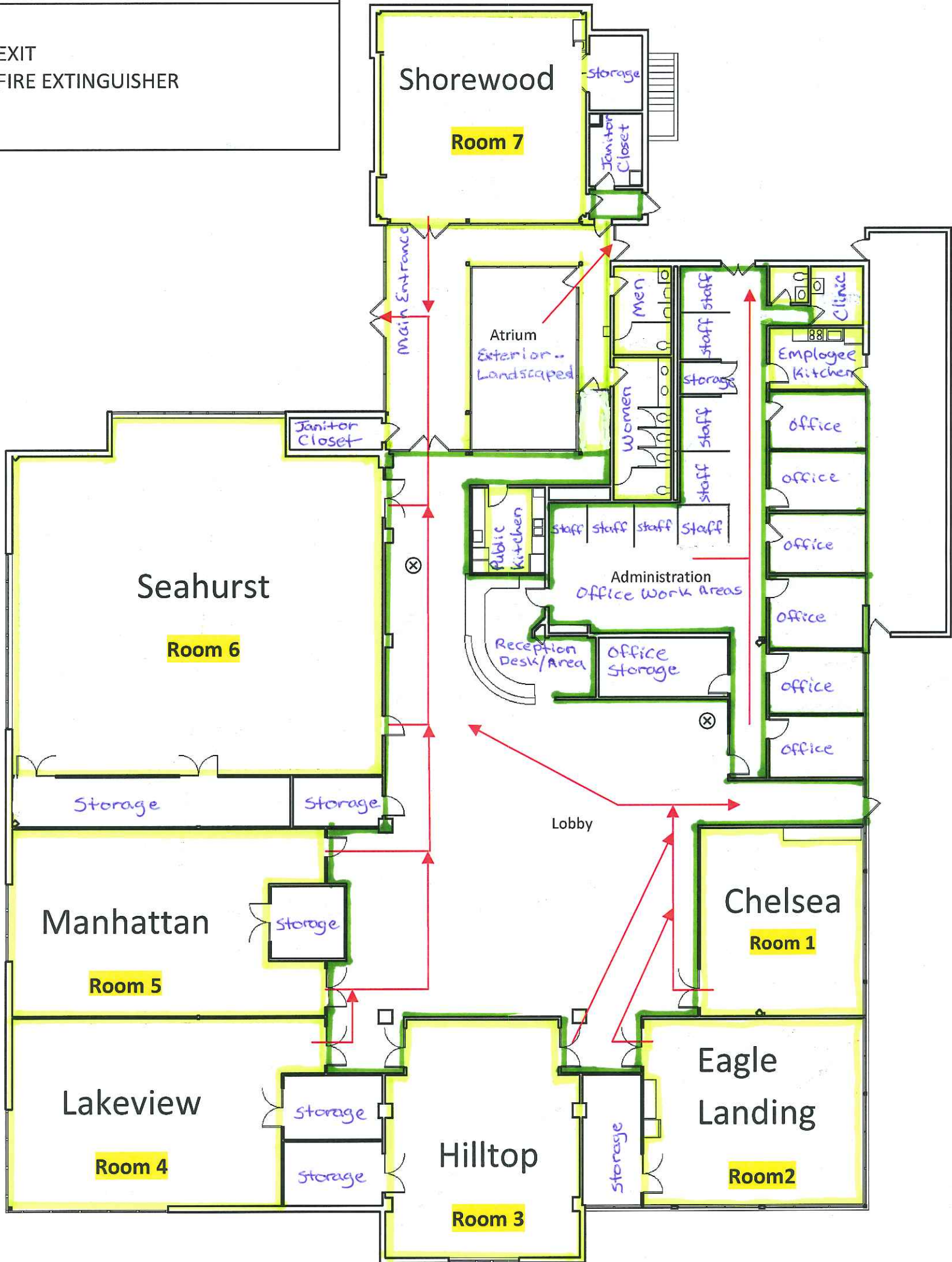
Date: \_\_\_\_\_

# Burien Community Center

14700 6<sup>th</sup> Ave SW Burien, WA 98166

## LEGEND

-  EXIT
-  FIRE EXTINGUISHER



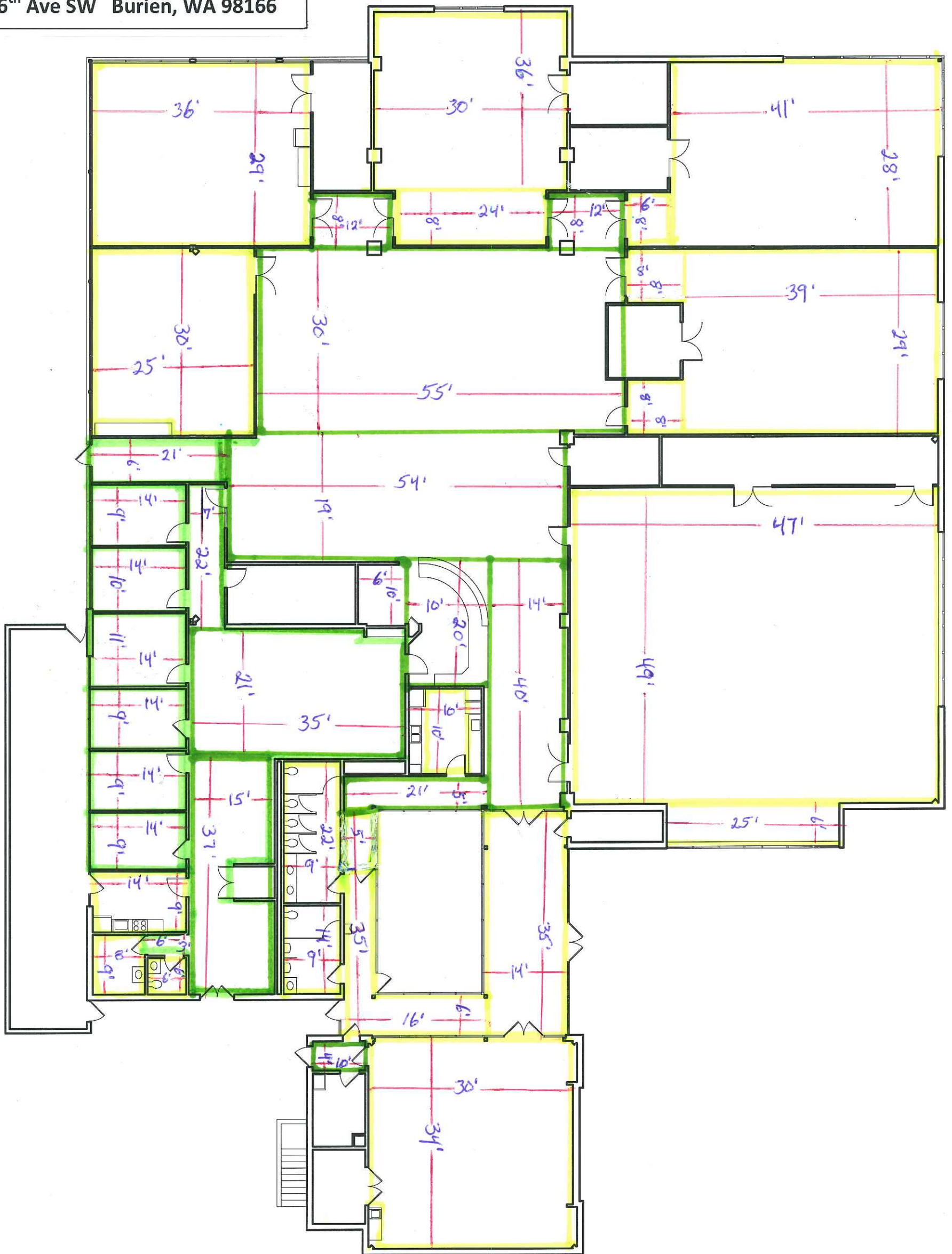
\*\*\*Rooms and Areas highlighted in Yellow are all hard surface flooring. Rooms 1-7 are wood laminate, and all floors are either tile, or linoleum.

\*\*\*Rooms, Offices and Areas highlighted in Green are all carpeted.

Note: The Atrium is an exterior landscaped garden area not with in the scope of the RFP.

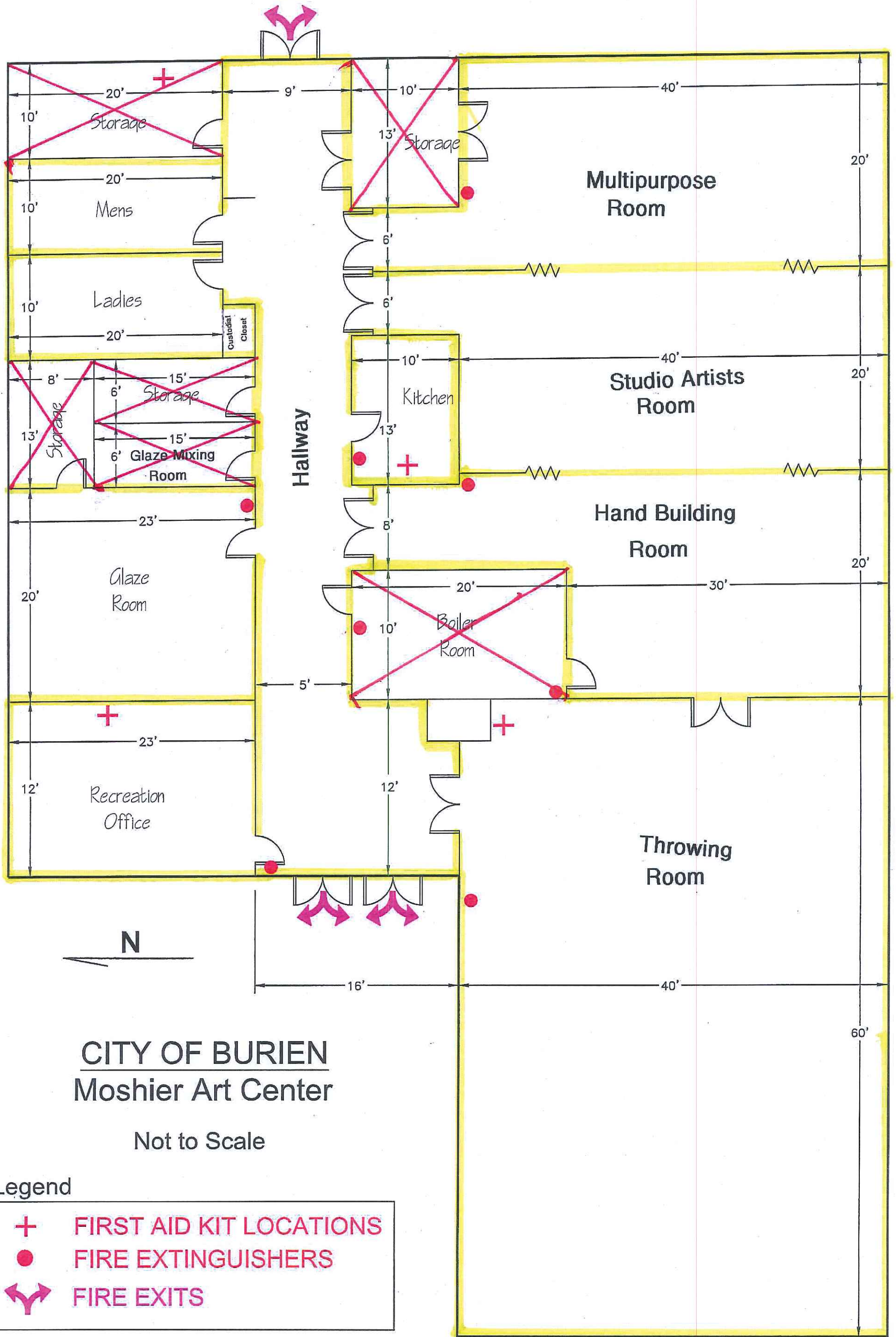
# Burien Community Center

14700 6<sup>th</sup> Ave SW Burien, WA 98166



\*\*\*Large areas are sectioned off in squares for measurement purposes.  
Areas and rooms not measured are NOT to be cleaned, therefore are not listed within the RFP scope of services. Except for the janitor closets.  
\*\*\*Areas and rooms highlighted in Yellow are all hard surface flooring - rooms 1-7 are wood laminate, and all others are either tile, or linoleum.  
\*\*\*Areas highlighted in Green are carpeted.

- All floor surfaces in this facility are tile
- Rooms X'd in red are not serviced, and are not listed in the Custodial RFP
- Rooms highlighted in yellow are serviced, and are listed in the Custodial RFP



**CITY OF BURIEN**  
**Moshier Art Center**

Not to Scale

**Legend**

+	FIRST AID KIT LOCATIONS
●	FIRE EXTINGUISHERS
↔	FIRE EXITS