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**City of Seattle**

**REQUEST FOR PROPOSALS**

**Consultant Contract**

**Contract FAS-2015-001**

**Project Title: Real Estate Strategy for Pacific Place Garage**

**Procurement Schedule**

Table 1: Procurement Schedule

|  |  |
| --- | --- |
| **Schedule of Events** | **Date/Time** |
| Solicitation Release | 1/5/2015 |
| Optional Pacific Place Garage Site Visit  (meet at the concourse doors adjacent to valet station closest to the cashiers) | 1/12/2015 –  11a.m. to Noon |
| Optional Pre-Submittal Conference  Seattle Municipal Tower Room 1610 (16th floor) | 1/13/2015  10:30 a.m. to 12:00 p.m. |
| Deadline for Questions | 1/16/2015 5:00 p.m. |
| Response Deadline | 1/30/2015 4:00 p.m. |
| Interviews | 2/10/2015 |
| Announcement of Successful Proposer(s) | 2/13/2015 |
| Anticipated Negotiation Schedule | 2/16/2015 – 2/26/2015 |
| Contract Execution | 2/27/2015 |

*The City reserves the right to modify this.*

*Changes will be posted on the City website or as otherwise stated.***Procurement Contact**

Project Manager: Robert C. Farrell, [robert.farrell@seattle.gov](mailto:robert.farrell@seattle.gov), (206) 684-7154

Table 2: Delivery Address

**It is important to use the correct address for the delivery method you chose.**

|  |  |
| --- | --- |
| **Fed Ex & Hand Delivery - Physical Address** | **US Post Office - Mailing Address** |
| Real Estate Services  Facility Operations Division  Finance and Administrative Services Department  700 Fifth Avenue, Floor 52  Seattle, Washington, 98124-4689 | Real Estate Services  Facility Operations Division  Finance and Administrative Services Department  P O Box 94689  Seattle, Washington, 98124-4689 |
| **Address for Delivery of Electronic Copy** | |
| [robert.farrell@seattle.gov](mailto:robert.farrell@seattle.gov) | |

Unless authorized by the Project Manager, no other City official or employee may speak for the City regarding this solicitation until award is complete. Any Proposer contacting other City officials or employees does so at Proposer’s own risk. The City is not bound by such information.

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# Purpose and Background.

The City owns a fee simple interest in one of two commercial condominium units in the Pacific Place Condominium situated at Fifth Avenue and Pine Street in the heart of Seattle’s downtown retail core. The City’s condominium unit consists of approximately 1,200 parking stalls (hereinafter, the “**Garage**”). The other condominium unit is Pacific Place, a 325,000 square foot, five-level retail restaurant, shopping center and entertainment destination (hereinafter, the “**Retail Unit**”). Both the Garage and Retail Unit were developed in conjunction with the redevelopment of what was formerly known as the Frederick & Nelson building (currently the location of the downtown Nordstrom). The Garage is the primary source of parking for the Retail Unit and Nordstrom.

The City purchased the Garage in 1998 pursuant to an umbrella agreement with the developer of Pacific Place. Among other things, the umbrella agreement sets forth a series of contractual rights which govern certain transfers of the Garage. Throughout a ten-year transfer period which commences in late 2018, the City has the right, but not the duty (i.e., a put option), to sell the Garage to the owner of the Retail Unit, at a price established by a formula set forth in the umbrella agreement. Throughout the same ten-year transfer period, the owner of the Retail Unit has the right, but not the duty (i.e., a call option) to purchase the Garage from the City, again at a price established by a formula set forth in the umbrella agreement. Beginning in late 2028, the owner of the Retail Unit has a modified right of first refusal with respect to third-party offers to purchase the Garage. The modified right of first refusal runs through the remaining term of the umbrella agreement, a term which expires in late 2038 absent prescribed renewals.

The Garage’s operation is governed by a parking agreement by and amongst the City, the ownership group of the Retail Unit and Nordstrom (see Exhibit A - Umbrella Agreement). The agreement addresses the mix of parking (i.e., short-term, long-term, valet), enumerates the qualifications required of operators of both term parking (i.e., short-term and long-term) and valet parking and allocates responsibilities for the Garage’s maintenance and operation. It also limits the rates charged for short-term parking when the utilization of Garage is below its daytime full capacity.

The Garage is also subject to parking covenants. However, given that the parking covenants generally govern the Garage’s development and its subsequent alteration, such covenants are considered to have little impact on the Garage’s operating economics (see Exhibit B - Parking Agreement).

The umbrella agreement, parking agreement and parking covenants are co-terminus. A copy of each such document is attached.

**Purpose:**

The Department of Finance and Administrative Services (“**FAS**”) is soliciting proposals from licensed brokerage firms for brokerage and advisory services associated with the possible sale of the Garage.

**Process:**

Interested real estate brokers/brokerage firms are invited to submit a proposal as defined in this Request for Proposal (“**RFP**”). Proposers might also want to visit the Garage and attend an optional informational meeting before submitting a proposal. Dates for these events can be found on page 1 of this RFP. FAS will review the submitted proposals and might invite some proposers for an interview.

Given the complexities and likely timeline associated with a sale of the, the fee structure is open to negotiation. At a minimum, each proposer should provide commission rates (including any discounts or premiums) and hourly rates for services. FAS will consider a combination of a commission, fee for services and hourly fees. Certain fees might be payable on a retainer basis, at the end of each month, or at closing.

# Performance Schedule.

FAS anticipates that the initial contract term will be two years, possibly subject to renewal or extension if the sale of the Garage does not close within the initial contract term.

# Solicitation Objectives.

The City expects to achieve the following outcomes through this consultant solicitation:

* Obtain professional real estate brokerage services, which in turn will:
  + Provide general real estate advice to FAS as to the current climate for the sale of a unique asset such as the Garage, including range of value;
  + generate a marketing plan for the sale of the Garage.

Provided that the Seattle City Council ultimately approves a recommendation by FAS to sell the Garage, the brokerage firm will be called upon to implement the marketing plan, secure and evaluate offers, conduct negotiations and represent the City’s interests through the closing of the sale.

# Minimum Qualifications.

* Consultant must be a real estate firm (as defined in RCW 18.85.011(17)) conducting real estate brokerage services in this state and licensed as such. Real estate brokerage services performed pursuant to this RFP must be performed by a real estate broker or brokers (“**Broker**” or “**Brokers**”), where each such Broker is licensed in the state of Washington pursuant to RCW Chapter 18.85.
* All Brokers must have a minimum of five continuous years as a licensed real estate broker, and must be in good standing with the Washington State Department of Licensing.

The City requires that minimum qualifications must be met. Proposals from firms not meeting the qualifications will not be evaluated. The City will be the sole determiner of broker qualifications.

# Scope of Work.

The general scope of work of this contract is to provide real estate brokerage services, as such term is defined in the Revised Code of Washington, section RCW 18.85.011.

The scope of work and brokerage services specific to the Garage include the following:

* Provide general real estate advice to FAS as to the current climate for the sale of a unique asset such as the Garage. Implicit in providing such advice is the development of a thorough understanding of the relevant provisions of both the umbrella agreement and the parking agreement.
* Ascertain likely value of the Garage. Taking into account a variety of factors, including the constraints imposed by the umbrella agreement and the parking agreement, the Garage’s historical operating results, projected future operating results, valuations of comparable assets and the financing climate, prepare a broker’s opinion of value as to the likely value of the Garage.
* Prepare a written marketing plan for the sale of the Garage.
* Implement the written marketing plan. Such implementation should include the preparation of suitable marketing materials, and the exposure of the Garage to as wide a market as possible by listing the Garage on customary multiple listing services and real estate industry sites.
* Provide timely and informative responses to requests for information from interested parties.
* Show the Garage to interested parties.
* Secure, evaluate, and present to FAS suitable offers for the Garage, and when required, negotiate on the City’s behalf the terms of conditions of counter-offers.
* Assist FAS in preparing materials for City Council authorization to sell Garage.
* Otherwise act as the owner’s representative through the close of the sale of the Garage.

# Contract Modifications.

The City consultant contract is attached (see Exhibit C – Proposed Form of Consultant Agreement).

The City has attached its boilerplate contract terms so Proposers can be familiar with the boilerplate and the non-negotiable terms before submitting a proposal. Any questions about the City’s boilerplate should be made in advance of submittal.

If a Consultant seeks to modify the Contract, the Consultant must request that within their Proposal response as taking an “Exception”. The Consultant must provide a revised version that shows their proposed alternative contract language. The City is not obligated to accept such proposed changes. If you request Exceptions that materially change the character of the contract, the City may reject the Consultant’s Proposal as non-responsive. The City cannot modify provisions mandated by Federal, State or City law: Equal Benefits, Audit (Review of Vendor Records), WMBE, Confidentiality, and Debarment, or mutual indemnification. Such exceptions would be summarily disregarded.

Although the City may open discussions with the highest ranked apparent successful Proposer to align the proposal or contract to best meet City needs, this does not ensure negotiation of modifications proposed by the consultant through the exception process above.

# Procedures and Requirements.

This section details City instructions and requirements for your submittal. The City reserves the right in its sole discretion to reject any Consultant response that fails to comply with the instructions.

**7.1 Registration into City Registration System.**

If you have not previously done so, register at: http://www.seattle.gov/contracting/registration.htm . The City expects all firms to register. Women- and minority- owned firms are asked to self-identify. For assistance, call 206-684-0444.

## 7.2 Pre-Submittal Conference

The City offers an optional pre-submittal conference at the time, date and location on page 1. Proposers are highly encouraged to attend but not required to attend to be eligible to propose. The meeting answers questions about the solicitation and clarify issues. This also allows Proposers to raise concerns. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items known as of this pre-proposal conference.

**7.3 Questions.**

Proposers may submit written questions to the Project Manager until the deadline stated on page 1. The City prefers questions be through e-mail to the City Project Manager. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Consultant of responsibilities under in any subsequent contract. It is the responsibility of the interested Consultant to assure they receive responses to questions if any are issued.

## 7.4 Changes to the RFP/RFQ.

The City may make changes to this RFP/RFQ if, in the sole judgment of the City, the change will not compromise the City’s objectives in this solicitation. Any change to this RFP/RFQ will be made by formal written addendum issued by the City’s Project Manager and shall become part of this RFP/RFQ.

## 7.5 Receiving Addenda and/or Question and Answers.

It is the obligation and responsibility of the Consultant to learn of addenda, responses, or notices issued by the City. Some third-party services independently post City of Seattle solicitations on their websites. The City does not guarantee that such services have accurately provided all the information published by the City.

All submittals sent to the City may be considered compliant with or without specific confirmation from the Consultant that any and all addenda was received and incorporated into your response. However, the Project Manager reserves the right to reject any submittal that does not fully incorporate Addenda that is critical to the project.

**7.6 Proposal Submittal.**

###### Proposals must be received by the City no later than the date and time on page 1 except as revised by Addenda.

###### All pages are to be numbered sequentially, and closely follow the requested formats.

1. The City does not have page limits specified in the submittal instructions section.
2. The submitter has full responsibility to ensure the response arrives at the City within the deadline. A response delivered after the deadline may be rejected unless waived as immaterial by the City given specific fact-based circumstances.

**Submittal.**

Submit one (1) original unbound, five (5) bound copies, and one (1) electronic copy (the electronic copy should be sent to the Project Manager, Robert C. Farrell, via email at [robert.farrell@seattle.gov](mailto:robert.farrell@seattle.gov)). Delivery of hard copies is to the location specified on Page 2, Table 2.

1. Hard-copy responses should be in a sealed box or envelope marked and addressed with the City contact person name, the solicitation title and number. If submittals are not marked, the Proposer has risks of the response being misplaced and not properly delivered.
2. Submittal hard-copies may be hand-delivered or otherwise be received by the Project Manager at the address provided, by the submittal deadline. Delivery errors will result without careful attention to the proper address.
3. Please do not use plastic or vinyl binders or folders. The City prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, you use fully 100% recycled stock. Such binders are available from Keeney’s Office Supply at 425-285-0541 or Complete Office Solutions at 206-650-9195.

**7.7 License and Business Tax Requirements.**

The Consultant must meet all applicable licensing requirements immediately after contract award or the City may reject the Consultant. Companies must license, report and pay revenue taxes for the Washington State business License (UBI#) and Seattle Business License, if required by law. Carefully consider those costs before submitting an offer, as the City will not separately pay or reimburse such costs.

**Seattle Business Licensing and associated taxes.**

1. If you have a “physical nexus” in the city, you must obtain a Seattle Business license and pay all taxes due before the Contract can be signed.
2. A “physical nexus” means you have physical presence, such as: a building/facility in Seattle, you make sales trips into Seattle, your own company drives into Seattle for product deliveries, and/or you conduct service work in Seattle (repair, installation, service, maintenance work, on-site consulting, etc).
3. We provide a Consultant Questionnaire Form in our submittal package items later in this RFP, and it will ask you to specify if you have “physical nexus”.
4. All costs for any licenses, permits and Seattle Business License taxes owed shall be borne by the Consultant and not charged separately to the City.
5. The apparent successful Consultant(s) must immediately obtain the license and ensure all City taxes are current, unless exempted by City Code due to reasons such as no physical nexus. Failure to do so will cause rejection of the submittal.
6. With respect to self-filing, you can pay your license and taxes on-line using a credit card <https://dea.seattle.gov/self/>
7. For Questions and Assistance, call the Revenue and Consumer Protection (RCP) office which issues business licenses and enforces licensing requirements. The general e-mail is [rca@seattle.gov](mailto:rca@seattle.gov). The main phone is 206-684-8484.
8. The licensing website is <http://www.seattle.gov/rca/taxes/taxmain.htm>.
9. The City of Seattle website allows you to apply and pay on-line with a Credit Card if you choose.
10. If a business has extraordinary balances due on their account that would cause undue hardship to the business, the business can contact the RCA office (see contacts above in #7) to request additional assistance. A cover-sheet providing further explanation, with the application and instructions for a Seattle Business License is provided below .
11. Those holding a City of Seattle Business license may be required to report and pay revenue taxes to the City. Such costs should be carefully considered by the Consultant prior to submitting your offer. When allowed by City ordinance, the City will have the right to retain amounts due at the conclusion of a contract by withholding from final invoice payments.

**State Business Licensing.**

Before the contract is signed, you must have a State of Washington business license (a “Unified Business Identifier” known as a UBI#). If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes, the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the City. All costs for any licenses, permits and associated tax payments due to the State because of licensing shall be borne by the Consultant and not charged separately to the City. Instructions and applications are at <http://bls.dor.wa.gov/file.aspx> and the State of Washington Department of Revenue is available at 1-800-647-7706.

## Federal Excise Tax.

## The City is exempt from Federal Excise Tax (Certificate of Registry #9173 0099K exempts the City).

**7.8 Proposer Responsibility to Provide Full Response.**

It is the Proposer’s responsibility to respond in a manner that does not require interpretation or clarification by the City. The Proposer is to provide all requested materials, forms and information. The Proposer is to ensure the materials submitted properly and accurately reflects the Proposer’s offering. During scoring and evaluation (prior to interviews if any), the City will rely upon the submitted materials and shall not accept materials from the Proposer after the RFP/RFQ deadline; this does not limit the City right to consider additional information (such as references that are not provided by the Proposer but are known to the City, or past City experience with the consultant), or to seek clarifications as needed.

**7.9 No Guaranteed Utilization.**

The City does not guarantee utilization of any contract(s) awarded through this RFP process. The solicitation may provide estimates of utilization; such information is for Consultant convenience and not a usage guarantee. The City reserves the right to multiple or partial awards, and/or to order work based on City needs. The City may turn to other appropriate contract sources or supplemental contracts, to obtain these same or similar services. The City may re-solicit for new additions to the Consultant pool. Use of such supplemental contracts does not limit the right of the City to terminate existing contracts for convenience or cause.

**7.10 Expansion Clause.**

The contract limits expansion of scope and new work not expressly provided for within the RFP.

Expansion for New Work (work not specified within the original Scope of Work Section of this Agreement, and/or not specified in the original RFP as intended work for the Agreement) must comply with the following:

(a) New Work is not reasonable to solicit separately; (b) is for reasonable purpose; (c) was not reasonably known by the City or Consultant at time of solicitation or was mentioned as a possibility in the solicitation (i.e. future phases of work, or a change in law); (d) is not significant enough to be regarded as an independent body of work; (e) would not attract a different field of competition; and (f) does not vary the identity or purpose of the Agreement. The City may make exceptions for immaterial changes, emergency or sole source conditions, or other situations required in City opinion. Certain changes are not subject to these limitations, such as additional phases of Work anticipated during solicitation, time extensions, and Work Orders issued on an On-Call contract. Expansion must be mutually agreed and issued by the City through written Addenda. New Work performed before an authorizing Amendment may not be eligible for payment.

**7.11 Right to Award to next ranked Consultant.**

If a contract is executed resulting from this solicitation and is terminated within 90-days, the City may return to the solicitation process to award to the next highest ranked responsive Consultant by mutual agreement with such Consultant.  New awards thereafter are also extended this right.

**7.12 Negotiations.**

The City may open discussions with the apparent successful Proposer, to negotiate costs and modifications to align the proposal or contract to meet City needs within the scope sought by the solicitation.

**7.13 Effective Dates of Offer.**

Solicitation responses are valid until the City completes award. Should any Proposer object to this condition, the Proposer must object prior to the Q&A deadline on page 1.

**7.14 Cost of Preparing Proposals.**

The City is not liable for costs incurred by the Proposer to prepare, submit and present proposals, interviews and/or demonstrations.

**7.15 Readability.**

The City’s ability to evaluate proposals is influenced by the organization, detail, comprehensive material and readable format of the response.

**7.16 Changes or Corrections to Proposal Submittal.**

Prior to the submittal due date, a Consultant may change its proposal, if initialed and dated by the Consultant. No changes are allowed after the closing date and time.

**7.17 Errors in Proposals.**

Proposers are responsible for errors and omissions in their proposals. No error or omission shall diminish the Proposer’s obligations to the City.

**7.18 Withdrawal of Proposal.**

A submittal may be withdrawn by written request of the submitter.

**7.19 Rejection of Proposals.**

The City may reject any or all proposals with no penalty. The City may waive immaterial defects and minor irregularities in any submitted proposal.

**7.20 Incorporation of RFP and Proposal in Contract.**

This RFP and Proposer’s response, including promises, warranties, commitments, and representations made in the successful proposal once accepted by the City, are binding and incorporated by reference in the City’s contract with the Proposer.

**7.21 Independent Contractor.**

The Consultant works as an independent contractor. The City will provide appropriate contract management, but that does not constitute a supervisory relationship to the consultant. Consultant workers are prohibited from supervising City employees or from direct supervision by a City employee. Prohibited supervision tasks include conducting a City of Seattle Employee Performance Evaluation, preparing and/or approving a City of Seattle timesheet, administering employee discipline, and similar supervisory actions.

Contract workers shall not be given City office space unless expressly provided for below, and in no case shall such space be provided for over 36 months without specific authorization from the City Project Manager.

The City will not provide space in City offices for performance of this work. Consultants will perform most work from their own office space or the field.

**7.22 Equal Benefits.**

Seattle Municipal Code Chapter 20.45 (SMC 20.45) requires consideration of whether Proposers provide health and benefits that are the same or equivalent to the domestic partners of employees as to spouses of employees, and of their dependents and family members. The Consultant Questionnaire requested in the Submittal instructions includes materials to designate your equal benefits status.

**7.23 Women and Minority Subcontracting.**

The Mayor’s Executive Order and City ordinance require the maximum practicable opportunity for successful participation of minority and women-owned subcontracts. All proposers must agree to SMC Chapter 20.42, and seek meaningful subcontracting opportunities with WMBE firms. The City requires a plan for including minority- and women-owned firms, which becomes a material part of the contract. The Plan must be responsive in the opinion of the City, which means a meaningful and successful search and commitments to include WMBE firms for subcontracting work. They City reserves the right to improve the Plan with the winning Consultant before contract execution. Consultants should use selection methods and strategies sufficiently effective for successful WMBE participation. At City request, Consultants must furnish evidence such as copies of agreements with WMBE subcontractors either before contract execution or during contract performance. The winning Consultant must request written approval for changes to the Inclusion Plan once it is agreed upon. This includes changes to goals, subconsultant awards and efforts.

**7.24 Insurance Requirements.**

Insurance requirements are provided as attachment (see Exhibit D - Insurance Requirements). Please note that for this project the real estate firm must carry errors and omissions insurance where the minimum limit is $5,000,000.

Provide proof of insurance to the City before Contract execution. The City will remind the apparent successful Proposer in the Intent to Award letter. The apparent successful Proposer must promptly provide proof of insurance to the City Project Manager.

Consultants are encouraged to immediately contact their Broker to begin preparation of the required insurance documents, if the Consultant is selected as a finalist. Proposers may elect to provide the requested insurance documents within their Proposal.

**7.25 Proprietary and Confidential Material.**

Under Washington State Law (reference RCW Chapter 42.56, the Public Records Act) all materials received or created by the City of Seattle are public records.  These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other bid material.  Some records or portions of records are legally exempt from disclosure and can be redacted or withheld. The Public Records Act (RCW 42.56 and RCW 19.10) describes those exemptions. Proposers must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle’s process for managing records.

The City will try to redact anything that seems obvious in the City opinion for redaction.   For example, the City will black out (redact) Social Security Numbers, federal tax identifiers, and financial account numbers before records are made viewable by the public. However, this does not replace your own obligations to identify any materials you wish to have redacted or protected, and that you think are so under the Public Records Act (PRA).

## Protecting your Materials from Disclosure (Protected, Confidential, or Proprietary)

You must determine and declare any materials you want exempted (redacted), and that you also believe are eligible for redaction. This includes but is not limited to your bid submissions, contract materials and work products Proposers must familiarize themselves with the Washington State Public Records Act (PRA) and the City of Seattle’s process for managing records.

**How to Identify Materials You Consider Exempt from Disclosure**

**Proposal Submittals**

If you wish to assert exemptions in the materials in your proposal related to its proprietary nature per RCW 42.56.270, you must clearly identify your exemption request in the Vendor Questionnaire in the Non-Disclosure Request Section.

**Contract Work Products.**

If you wish to assert exemptions for your contract work products you must clearly and specifically notify the City Project Manager at the time such records are generated.

Please note that the City cannot accept and will not honor a generic marking of materials, such as marking everything with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected.  You may not exempt an entire page unless each sentence is entitled to exemption; instead, identify paragraphs or sentences that meet the RCW exemption criteria you are relying upon.

**City’s Response to a Public Records Act Requests**

The City will prepare two versions of your materials:

**Full Redaction**: A public copy that redacts (blacks out) standard exemptions as required by the PRA and the materials or text that you identified as exempt.

**Limited Redaction**: A copy that redacts (blacks out) only the standard exemptions required by the PRA, but does not redact (black out) the exemptions you identified.

The fully redacted version is made public upon contract execution and will be supplied without any notification to you.

The Limited Redaction will be released only after you have received “third party notice” that allows you the legal right under RCW 42.56.540 to bring a legal action to enjoin the release of any records you believe are not subject to disclosure.

If the original requestor wants to see the Limited Redacted or original versions, the City will provide you with “third party notice”. You will then have ten business days to obtain a temporary restraining order while you pursue a court injunction. A judge will determine the status of your exemptions and the Public Records Act.

## Requesting Disclosure of Public Records

The City asks proposers and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced.  This shelters the solicitation process, particularly during evaluation and selection or if a cancellation occurs with re-solicitation.  With this preference stated, the City will continue to respond to all requests for disclosure of public records as required by State Law.

**7.26 Ethics Code.**

Please familiarize yourself with the City Ethics code: <http://www.seattle.gov/ethics/etpub/et_home.htm>. Attached is a pamphlet for Consultants, Customers and Clients (See Exhibit E – Contractor Vendor Brochure). Any questions should be addressed to Seattle Ethics and Elections Commission at 206-684-8500.

**No Gifts and Gratuities.**

Consultants shall not directly or indirectly offer anything (such as retainers, loans, entertainment, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any City employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Consultant. An example is giving sporting event tickets to a City employee on the evaluation team of a solicitation to which you submitted. The definition of what a “benefit” would be is broad and could include not only awarding a contract but also the administration of the contract or evaluating contract performance. The rule works both ways, as it also prohibits City employees from soliciting items from Consultants. Promotional items worth less than $25 may be distributed by the Consultant to City employees if the Consultant uses the items as routine and standard promotions for the business.

**Involvement of Current and Former City Employees.**

The Consultant Questionnaire within your submittal documents prompts you to disclose any current or former City employees, official or volunteer, that is working or assisting on solicitation of City business or on completion of an awarded contract. Update that information during the contract.

**Contract Workers with over 1,000 Hours.**

The Ethics Code applies to Consultant workers that perform over 1,000 cumulative hours on any City contract during any 12-month period. Any such employee must abide by the City Ethics Code. The Consultant is to be aware and familiar with the Ethics Code accordingly.

**No Conflict of Interest.**

Consultant (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any City official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Consultant performance. The City shall make sole determination as to compliance.

**7.27 Background Checks and Immigrant Status.**

The City has strict policies regarding the use of Background checks, criminal checks and immigrant status for contract workers. The policies are incorporated into the contract and available for viewing on-line at <http://www.seattle.gov/business/WithSeattle.htm>

# Response Materials and Submittal.

**Prepare your response as follows. Use the following format and provide all attachments. Failure to provide all information below on proper forms and in order requested, may cause the City to reject your response.**

* 1. **Letter of interest**

Provide a letter which concisely sets forth your interest.

* 1. **Legal Name:**

Submit a certificate, copy of web-page, or documentation from the Secretary of State in which you incorporated that shows your company legal name. Many companies use a “Doing Business As” name or nickname in daily business; the City requires the legal name for your company. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often located within the Secretary of State’s Office for each state. For the State of Washington, see <http://www.secstate.wa.gov/corps/>

* 1. **Minimum Qualifications:**

Provide a single page that lists each minimum qualification, and exactly how you achieve each minimum qualification. Remember that the determination you have achieved all the minimum qualifications is made from this page. The Project Manager is not obligated to check references or search other materials to make this decision.

* 1. **Mandatory - Consultant Questionnaire:**

Submit the following in your response, even if you sent one in to the City for previous solicitations, see attached Exhibit F - Consultant Questionnaire.

* 1. **Consultant Inclusion Plan – Mandatory:**

You must submit the following in your response.

Click on the following link to open the Consultant Inclusion Plan: <http://www.seattle.gov/Documents/Departments/FAS/PurchasingAndContracting/WMBE/InclusionPlan_ConsultantContracts.docx>

* 1. **Mandatory – Contract Exceptions:**

This submittal details any “Exceptions” you request to the City contract boilerplate, following all the limits provided in Section 6 of the RFP/RFQ.

* 1. **Mandatory - Proposal Response:**

This document details the forms, documents and format for your proposal response to the City.

1. **Qualifications and Experience Section.**

Please provide factual information about the brokerage firm and its brokers. More specifically:

i. Profile of brokerage firm: Provide information about the firm’s size and experience. Indicate applicable market specialties and geographic area expertise.

ii. Profle of broker and/or team: Provide information on the qualifications and experience of each person who will staff this project.Identify and include all proposed subconsultants, including those specified in the WMBE Inclusion Plan. More specifically, provide the following for each such person:

1. Name.
2. Washington State real estate broker’s license number, if applicable.
3. Principal office.
4. Dates of continuous real estate service (brokers must have a minimum of five years).
5. Transactions closed in the last five years.

iii. Describe the brokerage firm’s experience in:

1. selling unique properties, including properties with unusual restrictions or encumbrances.
2. selling high value properties located in downtown commercial business districts.
3. representing public agencies in real estate transactions.

The submittal of a limited number of relevant, sample marketing materials is encouraged.

1. **Real Estate Brokerage Services.**

Please briefly discuss how your brokerage firm would provide the real estate brokerage services listed separately above in Section 5 - Scope of Work. Your discussion should include any approaches unique either to your brokerage firm or an asset such as the Garage.

1. **Recommended Timeline.**

The City’s timeline is constrained by the City’s Council schedule. Legislation generally takes at least eight weeks from the point of final draft to being scheduled at a City Council committee meeting. The City Council does not act on legislation during the budget window (mid-September through November 30). Given these constraints and based on your knowledge of the current real estate market, provide an estimated schedule showing a general plan for:

* Broker’s review and planning;
* marketing;
* review of offers and negotiations with selected buyer, if any (assume a fully-executed purchase and sale agreement is subject to City Council approval);
* buyer’s due diligence;
* City Council review;
* closing.
  1. **Mandatory – Cost and Pricing:**

Depending on the offers received for the property, FAS might choose not to ask the City Council to authorize the sale of the Garage, or the City Council might not necessarily approve a sale. Consequently, the fee proposed fee structure should take into account the possibility that the brokerage firm will be required to perform significant services for a sale which is never consummated, and thus no commission is paid.

Please indicate your proposed fee structure for the requested real estate brokerage services as enumerated in this RFP. Be sure to indicate when such fees are payable (e.g., on a monthly basis pursuant to a retainer, at closing), and whether commissions are subject to adjustment for any fees paid by the City prior to closing. The following tables should be considered a suggested format for the presentation of the proposed fee structure, and it is not necessary to complete each line if your firm does not plan to price these services. Other formats are acceptable.

1. **Commission structure**

|  |  |
| --- | --- |
| Total commission, and split between listing  broker and buyer’s broker |  |
| Incentive rate adjustments (e.g, bonus for purchase price above thresholds), if any |  |

1. **Hourly fee structure**

|  |  |
| --- | --- |
| **Employee** | **Hourly Rate** |
|  |  |
|  |  |
|  |  |

1. **Fees-per-service if not billed on an hourly basis or included in commission:**

|  |  |
| --- | --- |
| Services: | Fee Amount |
| Broker Opinion of Value |  |
| Listing services |  |
| Brokerage Support Services |  |
| Receiving and transmitting offers |  |
| Other |  |

1. **Timing of Payments.**

Based on the timeline set forth in section 7.C., provide a schedule, by month, of anticipated payments from the City towards the brokerage firm’s hourly fees and fees-per-service.

**Package Checklist.**

Your response should be packaged with each of the following. This list assists with quality control before submittal of your final package. Addenda may change this list; check any final instructions:

* 1. Letter of Interest
  2. Proof of legal business name
  3. Minimum qualifications sheet
  4. Consultant Questionnaire
  5. WMBE Inclusion Plan
  6. Contract Exceptions (If applicable)
  7. Proposal Response (see Proposal Response Section, above)
  8. Cost and Pricing

# Selection Process.

* 1. **Initial Screening:**

The City will review responses for responsiveness and responsibility. Those found responsive and responsible based on an initial review shall proceed to Step 2. Equal Benefits, Minimum Qualifications, an Inclusion Plan, satisfactory past performance if applicable, satisfactory financial responsibility and other elements are screened in this Step.

* 1. **Proposal Evaluation:**

The City will evaluate proposals using the criteria below. Responses will be evaluated and ranked or scored.

**Evaluation Criteria:**

|  |  |
| --- | --- |
| Experience & Qualifications | 300 points |
| Proposed Delivery of Services | 200 points |
| Cost Proposal | 400 points |
| WMBE Inclusion Plan | 100 points |
| Total | 1000 points |

* 1. **Interviews:**

The City may interview top ranked firms that are most competitive. If interviews are conducted, rankings of firms shall be determined by the City, using the combined results of interviews and proposal submittals. Consultants invited to interview are to bring the assigned Project Manager named by the Consultant in the Proposal, and may bring other key personnel named in the Proposal. The Consultant shall not bring individuals who do not work for the Consultant or are not on the project team without advance authorization by the City Project Manager. If interviews are conducted, they will be worth 300 additional points.

* 1. **References:**

The City may contact one or more references. The City may use references named or not named by the Proposer.

* 1. **Selection:**

The City shall select the highest ranked Proposer(s) for award including the interview (If applicable) and written proposal.

* 1. **Contract Negotiations.**

The City may negotiate elements of the proposal as required to best meet the needs of the City, with the apparent successful Proposer. The City may negotiate any aspect of the proposal or the solicitation. The City does not intend to negotiate the base contract (see Exhibit C).

* 1. **Repeat of Evaluation:**

If no Consultant is selected at the conclusion of all the steps, the City may return to any step in the process to repeat the evaluation with those proposals active at that step. The City shall then sequentially step through all remaining steps as if conducting a new evaluation process. The City reserves the right to terminate the process if no proposals meet its requirements.

# Award and Contract Execution.

The Project Manager will provide timely notice of an intent to award to all Consultants responding to the Solicitation.

**Protests to Project Manager.**

Interested parties that wish to protest any aspect of this RFP selection process provide written notice to the City Project Manager for this solicitation. Note the City shall notify Federal Transit Administration if protesting a solicitation for contracts with FTA funds.

**Protests – City Purchasing and Contracting Services.**

The City has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this process. Please see the City website at <http://www.seattle.gov/business/WithSeattle.htm> . Interested parties have the obligation to know of and understand these rules, and to seek clarification from the City. Note there are time limits on protests, and submitters have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

**Debriefs.**

For a debrief, contact the City Project Manager.

**Instructions to the Apparently Successful Consultant(s).**

The Apparently Successful Consultant(s) will receive an Intent to Award Letter from the Project Manager after award decisions are made by the City. The Letter will include instructions for final submittals due prior to execution of the contract.

Once the City has finalized and issued the contract for signature, the Consultant must execute the contract and provide all requested documents within ten (10) business days. This includes attaining a Seattle Business License, payment of associated taxes due, and providing proof of insurance. If the Consultant fails to execute the contract with all documents within the ten (10) day time frame, the City may cancel the award and proceed to the next ranked Consultant, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may disqualify the firm from future solicitations for this same work.

**Checklist of Final Submittals Prior to Award**.

The Consultant(s) should anticipate the Letter will require at least the following. Consultants are encouraged to prepare these documents when possible, to eliminate risks of late compliance.

* Seattle Business License is current and all taxes due have been paid;
* State of Washington Business License;
* Certificate of Insurance (if required);
* Special Licenses (if any).

**Taxpayer Identification Number and W-9.**

Unless the Consultant has already submitted a Taxpayer Identification Number and Certification Request Form (See Exhibit G - W-9) to the City, the Consultant must execute and submit this form prior to the contract execution date.