

**CITY OF SHORELINE
REQUEST FOR PROPOSALS
RFP NO.: 3994**

Shoreline City Hall Project PreDesign Coordination
Submittal Date: October 31, 2006 4:00 p.m. Pacific Local Time

The City of Shoreline, Washington is soliciting proposals from individuals or firms interested in assisting the City in the coordination of the planning, financial structuring and contracting for the procurement of Shoreline City Hall.

I. Primary Objectives

This RFP process is intended to identify qualified individuals or firms who wish to advise and guide the City in development of a proposed build-to-suite development project that will supply the City with approximately 60,000 square feet of office space in 2009. The Project will be developed and constructed upon City owned property.

II. Background

The City of Shoreline government currently occupies 88,125 square feet of office space. Approximately 27,210 square feet is leased. Creation of office space that the City 'owns' over office space that the City merely leases has long term advantages, economically and otherwise.

III. Preliminary Timeline

These dates are estimated and subject to change. The dates are provided for information only.

October 16, 2006	Issue Request for Proposal (RFP)
October 23, 2006	Deadline to submit written questions
October 26, 2006	Addendum issued, if required
October 31, 2006	Submittal Due
Week of Nov. 6, 2006	Interviews
November 17, 2006	Ranking & Negotiations Completed

IV. Scope of Work

The Scope of Work is expected to include, but not be limited to, the following tasks:

A. Establish Project Objectives:

Estimate 25 hrs.

- In collaboration with City officials, establish, prioritize and document the Project Objectives to guide Project delivery, cost and schedules;
- Examples might include: quality vs. cost, delivery schedule requirements, environmental impacts, City image, etc.
- Project Objectives will have significant impact on Project delivery method, schedules, financing, assumption of risks by City, etc.;

- B. Project Delivery: Estimate 100 hrs.**
- In collaboration with City officials, develop narrative description and graphical illustrations of the proposed Project-- its location, programmatic scope, and importance to the community;
 - Consider Project delivery alternatives; identify the most advantageous Project delivery method;
 - Model financing alternatives; determine the most advantageous financing method based upon Project delivery method;
 - Formulate / refine a preferred delivery approach to Project;
 - Establish consensus on preferred approach among Project participants (& stakeholders).

- C. Project Master Plan: Estimate 25 hrs.**
- In collaboration with City officials, describe a vision that combines a preliminary building program, perspective sketch(es) of the project, an urban design concept plan, preliminary blocking and elevations of the building, and a preliminary schedule;
 - Discuss Project plan in terms of sense of place, employee efficiencies, parking, long term investment, City planning policies, etc.;
 - Document and quantify the proposed land and building uses;

- D. Determine the Market Demand for any Private Sector Uses of the Project: Estimate 25 hrs.**
- With regard to potential private sector tenancy (in a larger Project), brief market demand and underlying economics and how private use impacts risk of different development scenarios.

- E. Prepare a Predevelopment Budget & Schedule: Estimate 25 hrs.**
- In collaboration with City officials, propose / review / obtain consensus for predevelopment RFP or RFQ budget & schedule timeline;

- F. Request for Qualifications – If Design-Bid Delivery: Estimate 50 hrs.**
- Draft RFQ;
 - Coordinate and review with the City Attorney and Finance Director;
 - Obtain City Agreement;
 - Finalize;
 - Assist in RFQ inquiries.
 - Prepare Report for Selection Committee, with recommended ranking of submittals;
 - Coordinate and oversee negotiations

- G. Prepare Request for Proposals –If Design-Build Delivery – The City may use design build through a financing lease arrangement under Chapter 35.42 RCW: Estimate 100 hrs.**
- Define deliverables (design, Project budget, schedule etc.)
 - Draft RFP, Development Agreement, Budget Template;
 - Coordinate and review with the City Attorney and Finance Director;
 - Respond to RFP inquiries and conduct information meeting;

- Prepare Report for Selection Committee recommending ranking of submittals;
- Negotiate final terms of development agreement

H. On-Going Pre-development Activity:
Estimate 6-8 mo. @ 25 hrs. / mo. 150 – 200 hrs.

- Attend weekly design / pre-development meetings;
- Interface with bond counsel, underwriters, City Attorney, etc. re financing method;
- Keep elected officials apprised of Project approach, current status, et

V. RFP Evaluation Components/Criteria

In selecting a consultant, the City of Shoreline will place emphasis on the experience of the consultant and proposed project personnel in providing successful delivery of the projects of similar type, size and complexity. The successful individual or firm will have experience and knowledge in planning, scheduling, contract coordination and compliance, budget control and familiarity with applicable State and Federal laws..

The City will form an Evaluation Committee and the committee will conduct initial reviews and evaluations of all proposals. Based on this review the committee will develop a short list of the top consultants. Firms eliminated from further consideration will be notified by mail by the City as soon as practical. Those consultants who succeed in ranking high enough to make the short list will be notified by phone and fax/email with a scheduled time for their interview (see schedule listed in section III. Preliminary Timeline).

The City’s Evaluation Panel will use the following criteria to evaluate each RFP:

Criteria	Points
➤ Professional Experience	0-30
➤ Past Performance	0-25
➤ Price	0-25
➤ Management Plan	0-10
➤ Capacity to Perform the Work	<u>0-10</u>
Maximum Points	100

A. Professional Experience (30 points): The consultant is required to provide evidence of experience. The experience listed must be that which was performed by the consultant’s staff and/or team’s staff that will be assigned to this project. The City will be focusing on the experience of the Lead Consultant/Project Manager who will be assigned to this project. Specify the percentage of that the Lead Consultant/Project Manager would be allocated to this project. The RFP shall also identify other projects the proposed Lead Consultant/Project Manager will be committed to during the same timeline (Page Limit: 7 pages).

- Demonstrate specialized experience and technical competence of the applicant considering the types of procurement, financing, legal and development problems that may be encountered and the potential complexity of the proposed project.

- Describe, discuss and demonstrate expertise and experience in negotiating and structuring a variety of significant public / private project delivery approaches, where the projects are valued from \$5 million to \$20 million, or greater;
- Describe, discuss and demonstrate expertise in public / private development strategies, including tax exempt debt financing techniques; discuss the technical rigor required to analyze and compare alternative approaches;
- Discuss a comprehensive understanding of local governmental process and decision making
- Show a broad experience working in and throughout the private sector development community
- Demonstrate experience in the commercial real estate industry generally, with a keen understanding of land use, land use entitlements, zoning, market trends, purchase and sale agreements, commercial real estate leases, etc. Describe how many years of experience.
- Describe development experience in a variety of commercial real estate product types: office, administrative, courthouse, medical office/clinics, affordable housing, other special purpose
- Discuss applicant's ability to communicate effectively in a public setting
- Please describe how applicant's education background is relevant for proposed projects of these types
- Please provide no less than three (3) references
- Please provide a resume for each of the members of your proposed project team (these are excluded from the page limitation)

B. Past Performance (25 points): Demonstrate applicant's record of past performance. Describe recent (within the last 10 years), directly related experience. Include the name of the client, description of the work done, address and telephone number, dates of the project and the name of the project director. At least five references should be included. For each reference indicate the reference's name, organization, title, complete mailing address and telephone number. The City reserves the right to contact any organizations or individuals listed. (Page Limit: 10 pages).

- Describe not more than 5 projects that are comparable in scope to the City of Shoreline proposed project.
- Describe, discuss and demonstrate applicant's approach to risk as referenced in the above projects. Describe how this can apply to development risk to the City of Shoreline's proposed project.

- Describe how applicant's approach has assured such factors as cost control, quality of work, safety, ability to meet schedules, value engineering, cooperation, responsiveness, meeting time and budget requirements, and other managerial considerations.
- For a period inclusive of the most recent ten (10) years, attach a list identifying instances of applicant projects that had commercial disputes of such serious nature as to result in arbitration or litigation in the State of Washington. If the dispute has been arbitrated, identify the cause of action, the arbitrator that handled the case (including address and telephone number), and the resolution. For disputes that have proceeded to litigation, identify each instance that (1) a lawsuit has been filed, (2) the court of jurisdiction, (3) the cause of action, (4) the filing number, and (5) the resolution, including settlements, compromises, and judgments.

C. Price (25 points): Proposal for compensation and billing rationale. Describe the proposed compensation detailed by each phase of work, subconsultant(s), anticipated out-of-pocket expenses and total project cost. Provide an hourly rate for all personnel that may be assigned to the project.

D. Management Plan (10 points): Describe applicant's proposed management plan project delivery evaluation, development of appropriate RFQ or RFP, predevelopment negotiation of the proposed project. Provide applicant's management plan and methodology for defining the scope, negotiating, and implementing the Project. Discuss the applicant's ability to provide responsive coordination to the City.

- **Methodology(ies):** This section should clearly describe the methodology or methodologies planned to be used to carry out the specific tasks described in the Scope of Work.
- **Work Plan:** Describe the sequential tasks to be used to accomplish this project. Indicate all key deliverables and their contents.
- **Project Organization and Staffing:** Describe the approach and methods for managing the project. Provide an organization chart showing all proposed team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the key contact person for the City.
- **Include resumes of each member of the project team.** List the portion of the work to be subcontracted and information describing the qualification and relative experience of any proposed subcontractors. Include a list of information required or tasks to be completed by City staff.

E. Capacity to Perform the Work (10 points): Describe applicant's capacity to perform the work within the time limitations, considering its current and planned workload. Describe how the applicant proposes to provide timely submittal and quality services. Describe the applicant's ability to provide the technical disciplines and services required to cover the work required by the Project. Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables. Demonstrate your team's ability to perform the work requested within an established budget and schedule.

Submittal Requirements

One unbound original and 4 CDs of the RFP shall be submitted to the City of Shoreline, City Clerk's Office – RFP # 3994, 17544 Midvale Avenue North, Suite 100, Shoreline, Washington, 98133-4921. The deadline for proposals by interested parties is October 31, 2006 by 4:00 p.m.

Pacific Local Time. Respondents assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual receipt of qualifications. Proposals shall not be delivered by facsimile transmission or other telecommunication or electronic means. Questions related to this solicitation may be directed to Jesus Sanchez, Operations Manager, email: jsanchez@ci.shoreline.wa.us, Fax 206-546-0780. Questions via phone will not be accepted.

Supplemental information, such as brochures, may be submitted if desired. Proposals shall be limited to single spaced, typewritten pages (min. 12 point font) and shall be no more than 40 pages. The one original shall be unbound and the 4 CD copies shall be in PDF format. The following format and content shall be adhered to by each firm and presented in the following order:

Executive Summary: An executive summary letter should include the key elements of the respondent's RFP and an overview of the consultant team. Indicate the address and telephone number of the respondent's office located nearest to Shoreline, Washington, and the office from which the project will be managed. (Page Limit: 3 pages)

Professional Experience: (Page Limit: 7 pages)

Past Performance: (Page Limit: 10 pages)

Price, Management Plan and Capacity to Perform the Work: (Page Limit: 20 pages total for all three sections, excluding resumes)

The proposals will be the basis from which interested firms will be selected for interviews. Following the City staff evaluation of the proposals received, selected firms may be invited to make oral presentations before the City's Evaluation Committee. The City's Project Manager will provide additional details outlining the preferred content of the presentation to each firm or team of firms that are invited to participate. Upon completion of the evaluations, the City's Evaluation Committee will determine the highest ranking firm based on all materials and information presented. The City will then begin the negotiations for an agreement with the selected firm.

Any firm failing to submit information in accordance with the procedures set forth in the RFP may be subject to disqualification. The City reserves the right to change the solicitation schedule or issue amendments to the solicitation at any time. The City reserves the right, at its sole discretion, to waive immaterial irregularities contained in the solicitation. The City reserves the right to reject any and all proposals at any time, without penalty. The City reserves the right to refrain from contracting with any respondent.



Contract No. _____
Brief Description: _____

CITY OF SHORELINE AGREEMENT FOR SERVICES

This Agreement is entered into by and between the City of Shoreline, Washington, a municipal corporation hereinafter referred to as the "CITY," and _____, hereinafter referred to as the "CONSULTANT."

WHEREAS, the City desires to retain the services of a consultant to _____ and

WHEREAS, the City has selected _____ to perform the above-mentioned services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is mutually agreed as follows:

1. Scope of Services to be Performed by the Consultant.

The Consultant shall perform the services outlined in Exhibit A. In performing these services, the Consultant shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services. In addition, these services and all duties incidental or necessary therefore, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

2. Compensation.

- A. Services will be paid at the rate set forth in Exhibit A, not to exceed a maximum of \$_____, including all fees and reimbursable expenses.
- B. The City shall pay the Consultant for services rendered after receipt of a billing voucher in the form set forth on Exhibit B. **NO PAYMENT WILL BE ISSUED WITHOUT A BILLING VOUCHER.** Payments will be processed within 30 (thirty) days from receipt of billing voucher. The Consultant shall be paid for services rendered but, in no case shall the total amount to be paid exceed the amount(s) noted in the Exhibit(s) and approved by the City. The Consultant shall complete and return Exhibit C, Taxpayer Identification Number, to the City prior to or along with the first billing voucher. No payment will be issued without a Taxpayer Identification Number on file. Mail all billing vouchers to: City of Shoreline, Attention Accounts Payable, 17544 Midvale Avenue North, Shoreline, Washington 98133-4921.

3. Term.

- A. The term of this Agreement shall commence _____ and end at midnight on the _____ day of _____, 20_____.

4. Termination.

- A. The City reserves the right to terminate or suspend this Agreement at any time, with or without cause by giving fourteen (14) days notice to Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City.

- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked and reimbursable expenses incurred to the effective date of termination, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.
- C. The Consultant reserves the right to terminate this Agreement with not less than sixty (60) days written notice, or in the event outstanding invoices are not paid within 60 days.
- D. If the Consultant is unavailable to perform the scope of services, the City may, at its option, cancel this Agreement immediately.

5. Ownership of Documents.

- A. All documents, data, drawings, specifications, software applications and other products or materials produced by the Consultant 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. All such documents, products and materials shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if the documents, products and materials prepared by the Consultant are used for purposes other than those intended by the Agreement, the City does so at its sole risk and agrees to hold the Consultant harmless for such use. All or portions of materials, products and documents produced under this Agreement may be used by the Consultant upon confirmation from the City that they are subject to disclosure under the Public Disclosure Act.
- B. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without written consent of the City. Any information relating to the services will not be released without the written permission of the City.
- C. The Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

6. Independent Contractor Relationship.

- A. The consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the services shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and the Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.
- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

7. Hold Harmless.

The Consultant shall defend, indemnify, and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees resulting from the negligent, gross negligent and/or intentional acts, errors or omissions of the Consultant, its agents or employees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

Consultant shall obtain insurance of the types described below during the term of this agreement and extensions or renewals. These policies are to contain, or be endorsed to contain, provisions that

1) Consultant's insurance coverage shall be primary insurance with insurance or insurance pool coverage maintained by the City as excess of the Consultant's insurance (except for professional liability insurance); and 2) Consultant's insurance coverage shall not be cancelled, except after thirty (30) days prior written notice to the City.

- A. Professional Liability, Errors or Omissions insurance with limits of liability not less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit shall be provided if services delivered pursuant to their Contract involve or require professional services provided by a licensed professional including but not limited to engineers, architects, accountants, surveyors, and attorneys.
- B. Commercial General Liability insurance covering premises, operations, independent contractors liability and damages for personal injury and property damage with combined single limits not less than \$1,000,000. The City shall be named as an additional insured on this policy. The Agency shall submit to the City a copy of the insurance policy declaration page as evidence of insurance coverage acceptable to the City.
- C. Automobile Liability insurance with combined single limits of liability not less than \$1,000,000 for bodily injury, including personal injury or death and property damage shall be required if delivery of service directly involves Consultant use of motor vehicles.

9. Delays.

Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

10. Successors and Assigns.

Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

11. Nondiscrimination.

In hiring or employment made possible or resulting from this Agreement, there shall be no unlawful discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status or the presence of any sensory, mental, or physical handicap,

unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. No person shall be denied or subjected to discrimination in receipt or the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, or in the presence of any sensory, mental or physical handicap.

12. Notices.

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

City Manager
City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133-4921
(206) 546-1700

Consultant Name: _____
Name of Firm: _____
Address: _____
Address: _____
Phone Number: _____

13. Governing Law and Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be King County Superior Court.

14. General Administration and Management.

The City's contract manager shall be (name and title): _____.

15. Severability.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

16. 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 amendment to this agreement.

This agreement is executed by

CITY OF SHORELINE

CONSULTANT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

Approved as to form:

By: _____
Flannery P. Collins
Assistant City Attorney

Attachments: Exhibits
A – Scope of Work
B – Billing Voucher
C – Tax Identification Number

EXHIBIT B
CITY OF SHORELINE
BILLING VOUCHER

17544 Midvale Ave., N. Shoreline, WA 98133 ♦ (206) 546-1700 ♦ Fax (206) 546-2200

Contract No. _____

Firm Name: _____

Mailing Address:

Invoice No.: _____	Invoice Date: _____
Amount of Invoice \$ _____	

Contract Expiration Date:: _____ Current Invoice Period: _____

Description of services performed this period, attach a separate sheet if necessary (if applicable, submit a separate voucher for each program which is funded by your City of Shoreline contract):

BUDGET SUMMARY:

Total Contract Amount, <i>(including amendments)</i>	\$ _____
Previously Billed	\$ _____
Current Invoice Request	\$ _____
Total Payments Requested to date	\$ _____
Contract Balance Remaining	\$ _____

Payments will be processed within thirty (30) days from receipt of approved billing voucher.

Consultant Signature

For Department Use Only

Approved for Payment:

City of Shoreline

Date: _____

EXHIBIT C
CITY OF SHORELINE

17544 Midvale Ave., N., Shoreline, WA 98133
(206) 546-1700 ♦ Fax (206) 546-7870

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shoreline, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Shoreline before or along with the submittal of the first billing voucher.

Please check the appropriate category:	
_____ Corporation	_____ Partnership
_____ Individual/Proprietor	_____ Other (please explain)
TIN # ___ - _____	
SS # ___ - ___ - _____	

Print Name: _____	
Print Title: _____	
Business Name: _____	
Business Address: _____	
Business Phone: _____	

Date	Authorized Signature (required)