

City of SeaTac
Request for Qualifications
Real Estate Broker Services

Purpose

The City of SeaTac (“City”) is seeking a Real Estate Broker Services Firm through this Request for Qualifications (“RFQ”). The City is seeking brokerage services for the possible acquisition and/or disposition of properties in SeaTac.

It is the intent of this Request for Qualifications (RFQ) to have the successful broker/firm, enter into a contract for consultant services with the City to supply real estate services as needed and specified.

Scope of Work

In March of 2022, the City Council passed Resolution 22-06, adopting the City of SeaTac Strategic Real Estate Plan. The SREP establishes a standard methodology for the City Council to ensure that property acquisition and disposition decisions are based on established City Council policy objectives.

The City has recently identified two real estate transactions, using this methodology that require brokerage support. One transaction involves the sale of a City property, and the other involves a possible acquisition. Additional real estate transactions may be identified by City staff through ongoing work with the community and City Council. More information is available here: <https://www.seatacwa.gov/business/real-estate-activity>.

The services requested include but are not limited to, appraisals, appraisal review, and property owner negotiations for properties in SeaTac. This scope will also include providing all needed reports, studies, conclusions and summaries to provide said services. The City anticipates that some properties may be contaminated and that the selected consultant will support dealing with and evaluating contamination or other environmental challenges. The selected consultant is expected to be familiar with property acquisition in SeaTac and the South King County region.

Timeline

The City anticipates the following timeline for completion of the RFQ process:

Action	Date
Request for Qualifications (RFQ) Notice	August 23, 2024
Questions Due	September 6, 2024
Response to Questions	September 13, 2024

Statement of Qualifications Due	October 1, 2024
Consultant Selection	October 7, 2024

Submittal Requirements

Responses to this Request for Qualifications should be limited to a maximum of 20 pages.

Written responses shall cover the following:

- Cover Letter: Provide a cover letter indicating your interest in serving as the City’s real estate agent/firm to buy/sell/transfer properties in SeaTac and advise on other real property issues as needed.
- Business/Agency history, including qualifications. List the relevant experience and qualifications of the employees who will be assigned to this project.
- Marketing Methods: Describe preferred methods of identifying target user groups and a description of the marketing materials and the strategy for presenting a site to a regional and national marketplace (when appropriate).
- Additional Services: Describe additional relevant/unique services offered through your firm.
- Conflict of Interest: In order to avoid a conflict of interest, or the appearance of a conflict of interest, your firm should not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with your ability to exercise independent/objective judgment in the best interest of the City of SeaTac. Please outline all conflicts of interest, or potential conflicts, that may exist for your firm in relation to providing real estate services for the City of SeaTac.
- Business license – provide a statement that you understand and agree to obtain a City of SeaTac business license as a requirement for performing these services. If your business is not within the city limits, but you or your agents will be coming into the city to conduct business, call on clients, or provide services, you will need a business license.
- References – Include a list of professional references, with contact information, for at least three (3) contracts within the last three (3) years. Municipal references are preferred. The City reserves the right to contact references without prior notification.

Clarification. The City reserves the right to request any responding entity to clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Modification. Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. Any modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

Selection Process & Criteria

The City reserves the right to award the contract to the responding entity which best meets the needs and interests of the City, or to reject all responses as set forth below. The following steps are anticipated:

- Step 1. Receipt and review of qualifications and written responses.
- Step 2. Initial reference and information check.
- Step 3. Selection of consultant.
- Step 4. Negotiation of fees, price, and/or costs.

All submittals will be ranked on the total score for the following criteria:

A.	Project Team Experience & Qualifications	25 Points
B.	Experience with Similar Projects	25 Points
C.	Project Understanding & Approach	25 Points
D.	Project Management & Schedule	20 Points
E.	Organization & Clarity of RFQ Submittal	5 Points

A. Project Team Experience & Qualifications

1. Summarize the relevant experience of your project manager and team. Describe the ways in which the experience and qualifications of these individuals would benefit the City on this project.
2. The capabilities/benefits of any specialty staff and/or sub-consultants that you have included. Address the availability of the team members and the support staff throughout the anticipated time frame.

B. Experience with Similar Projects

1. Comprehensive information regarding the track record of the Consultant in providing relevant real estate brokerage services.
2. Provide references (with contact names and telephone numbers) for similar projects completed within the last three years. Provide detailed descriptions for similar projects undertaken recently by the Consultant; and, discuss the size and complexity of the projects, the special issues, and the challenges that were addressed.
3. Describe the team's ability and successes in conforming to tight project schedules and budgets.
4. Describe the team's familiarity with property acquisition in South King County and the City of SeaTac and ability to market to prospects beyond the region.
5. Describe preferred methods of identifying target user groups and a description of the marketing materials and the strategy for presenting a site to a regional and national marketplace.

C. Project Understanding & Approach

1. Describe the Consultant's capacity to recognize "project specific" issues and develop creative solutions to address them. Provide examples of challenges and resulting solutions from previous projects.

2. Describe ways in which the Consultant will apply knowledge gained from past projects to specific issues on this project.
3. Identify significant features and potential issues that may be encountered and possible steps to eliminate or minimize those issues.

D. Project Management & Schedule

1. Present the project management procedures that will be used in the execution of the work. Describe the involvement and the duties of the Project Manager, with a clear description of the ways in which productivity will be monitored, and the project will be kept on budget and on schedule.
2. Discuss the quality control measures that will be put in place and describe the stages of document review and the team members that will be involved and their responsibilities.

E. Organization & Clarity of RFQ Submittal

The organization of the RFQ submittal and the manner in which information is presented in the submittal will be evaluated as an indication of the Consultant's ability to assemble clear and concise documents.

Finalize Scope of Work

City representatives and selected finalist will review and finalize a Scope of Work.

Negotiation of fees, price, and/or costs.

After identification of the most highly qualified firm, the City shall request a fee proposal from the firm and thereafter negotiate fees, prices and/or costs at amount(s) that are determined by the City to be fair and reasonable.

If the City is unable to negotiate a fair and reasonable price for services, the City may terminate negotiations and select the next most highly qualified firm. The City's proposed contract, with the terms and conditions, is attached to this RFQ as Attachment "A". Please note that the City expects all submitting entities to consent to the City contract terms and conditions. The City reserves the right to negotiate and revise any or all contract terms and conditions prior to contract signature and does not anticipate agreeing to any modifications or exceptions.

Any exceptions or modifications to the contract proposed by an entity must be noted in the responsive submittal. The exception to this is in the drafting of the Scope of Work and negotiating fees, prices and/or costs.

RFQ Questions

Questions or requests for clarification regarding this RFQ shall be directed to SeaTac Community and Economic Development Director Evan Maxim at emaxim@seatacwa.gov. Questions must be received in writing no later than 5:00PM, Pacific Standard Time, **September 6, 2024**. Questions will be compiled, answered, and distributed via email to all responding consultants.

Statement of Qualifications Submission Logistics

Statements of Qualifications must be received electronically via email to the SeaTac Community and Economic Development Director, Evan Maxim at emaxim@seatacwa.gov no later than 5:00PM, Pacific Standard Time, **October 7, 2024**. No hard copy submittals will be accepted. If the file size is larger than 15 MB, contact the project manager for alternative submission options. Upon receipt of your documents, the City will send a confirmation email. Questions about the electronic submittal process may be directed to the SeaTac Community and Economic Development Director Evan Maxim at emaxim@seatacwa.gov.

Preparation Costs

The City of SeaTac shall not be responsible for any costs or fees related to response preparation, nor for costs including attorney fees associated with any (administrative, judicial or otherwise) challenge to the determination of the highest ranked proposer and/or award of contract and/or rejection of proposal. By submitting a proposal, each proposer agrees to be bound in this respect and waives all claims to such costs and fees.

Proposals

The City of SeaTac reserves the right to reject any or all proposals if determined to be in the best interest of the City, and to accept or reject minor informalities. Submitted documents will become public records.

Title VI Statement

The City of SeaTac encourages disadvantaged, minority, women-owned, and veteran-owned consultant firms to respond. The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The City of SeaTac assumes no obligation of any kind for expenses incurred by respondents to this solicitation. The City's fair labor practices and non-discrimination policies shall apply.

Accommodations for persons with disabilities

The City is committed to meeting the requirement of the Americans with Disabilities Act (ADA). To access this document in other formats please contact SeaTac Community and Economic Development Director Evan Maxim at emaxim@seatacwa.gov or 206.973.4750.

Attachment “A”

**CONSULTANT CONTRACT
BETWEEN THE CITY OF SEATAC AND _____**

THIS AGREEMENT is made and entered into on this _____ day of _____, 20__ by and between the CITY OF SEATAC, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and _____, hereinafter referred to as the “Consultant,” and hereinafter referred to collectively as the “Parties.” The City hereby agrees to retain the Consultant, as an independent contractor, and the Consultant hereby agrees to serve the City pursuant to this Agreement.

1. Scope of Services.

The Consultant agrees to perform in a good and professional manner the tasks described on Exhibit “A” attached hereto and incorporated herein by this reference. (The tasks described on Exhibit “A” shall be individually referred to as a “task,” and collectively referred to as the “services.”) The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

2. Additional Services.

From time-to-time hereafter, the Parties hereto may agree to the performance (by the Consultant) of additional services with respect to related work or projects. Any such agreements shall be set forth in writing and shall be executed by the Parties prior to the Consultant’s performance of the services, except as may be provided to the contrary in Section 3 of this Agreement. Upon proper completion and execution of an amendment (Consultant Contract Amendment), such amendment shall be incorporated into this Contract and shall have the same force and effect as if the terms of such amendment were a part of this Contract as originally executed. The performance of services pursuant to a written amendment shall be subject to the terms and conditions of this Contract except where the amendment provides to the contrary, in which case the terms and conditions of any such written amendment shall control. In all other respects, any amendment shall supplement and be construed in accordance with the terms and conditions of this Agreement.

3. Consultant’s Representations.

The Consultant hereby represents and warrants that it has all necessary licenses and certifications to perform the services provided for herein and is qualified to perform such services.

4. City’s Responsibilities.

The City shall do the following in a timely manner so as not to delay the services of the Consultant:

A. Designate in writing a person to act as the City’s representative with respect to the

services. The City's designee shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services.

- B. Furnish the Consultant with all information, criteria, objectives, schedules and standards for the project and the services provided for herein.
- C. Arrange for access to the property or facilities as required for the Consultant to perform the services provided for herein.
- D. Examine and evaluate all studies, reports, memoranda, plans, sketches, and other documents prepared by the Consultant and render decisions regarding such documents in a timely manner to prevent delay of performance of the services.

5. Acceptable Standards.

The Consultant shall be responsible to provide, in connection with the services contemplated in this Agreement, work product and services of a quality and professional standard acceptable to the City.

6. Compensation.

As compensation for the Consultant's performance of the services provided for herein, the City shall pay the Consultant the fees and costs specified on Exhibit "B" attached hereto and incorporated herein by this reference, or as specified in an addendum. The Consultant shall submit to the City an invoice or statement of time spent on tasks included in the scope of work provided herein, and the City shall process the invoice or statement in the next billing/claim cycle following receipt of the invoice or statement and shall remit payment to the Consultant thereafter in the normal course, subject to any conditions or provisions in this Agreement or addendum.

7. Time for Performance and Term of Contract.

The Consultant shall perform the services provided for herein in accordance with the direction and schedule provided on Exhibit "C" attached hereto and incorporated herein by this reference, unless otherwise agreed to in writing by the Parties. The Term of this Agreement shall commence on the date hereof, or, on the ____ day of _____, 20__, and shall terminate upon completion of the performance of the scope of work provided herein, according to the schedule provided on Exhibit "C", unless otherwise agreed to in writing by the Parties.

8. Ownership and Use of Documents.

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings and any other materials created or otherwise prepared by the Consultant as part of its performance of this Agreement ("Work Product") shall be owned by and become the property of the City, and may be used by the City for any purpose beneficial to the City.

9. Records Inspection and Audit.

All compensation payments shall be subject to the adjustments for any amounts found upon audit or otherwise to have been improperly invoiced, and all records and books of accounts pertaining to any work performed under this Agreement shall be subject to inspection and

audit by the City for a period of up to three (3) years from the final payment for work performed under this Agreement.

10. Public Records.

The Consultant acknowledges that the City is a public agency subject to the Public Records Act codified in Chapter 42.56 of the Revised Code of Washington and documents, notes, emails, and other records prepared or gathered by the Consultant in its performance of this Agreement may be subject to public review and disclosure, even if those records are not produced to or possessed by the City of SeaTac. Consultant agrees to cooperate fully in satisfying the City's duties and obligations under the Public Records Act.

11. Continuation of Performance.

In the event that any dispute or conflict arises between the Parties while this Agreement is in effect, the Consultant agrees that, notwithstanding such dispute or conflict, the Consultant shall continue to make a good faith effort to cooperate and continue work toward successful completion of assigned duties and responsibilities.

12. Administration of Contract.

This Agreement shall be administered by _____, on behalf of the Consultant, and by the Mayor of the City, or designee, on behalf of the City. Any written notices required by the terms of this Agreement shall be served on or mailed to the following addresses:

CITY OF SEATAC:

City of SeaTac
Attn.: _____
4800 S. 188th Street
SeaTac, WA 98198
Telephone: (206) 973-4800
Email: _____

CONSULTANT:

Consultant
Attn.: _____

Telephone: _____
Email: _____

13. Venue and Dispute Resolution:

This Contract shall be construed in accordance with the laws of the State of Washington. It is agreed that King County, Washington shall be the venue for any arbitration or lawsuit arising out of this Contract.

14. Notices.

All notices or communications permitted or required to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, for mailing by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement in the foregoing manner.

Any party may change its address by giving notice in writing, stating its new address, to any other party, all pursuant to the procedure set forth in this Section of the Agreement.

15. Indemnification.

The Consultant shall indemnify and hold harmless the City and its elected and appointed officers, officials, employees, volunteers and agents, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of, or arising out of the negligent acts or omissions of the Consultant, its officers, employees, agents, or any of them relating to or arising out of the performance of this Agreement. If a final judgment is rendered against the City, its elected and appointed officers, officials, employees, volunteers, agents and/or any of them, or jointly against the City and the Consultant and their respective officers, employees, agents, or any of them, the Consultant shall satisfy the same to the extent that such judgment was due to the Consultant's negligent acts or omissions.

16. Insurance.

The Consultant shall be responsible for maintaining, during the term of this Agreement, and, at its sole cost and expense, the types of insurance coverages and in the amounts described below. The Consultant shall furnish evidence, satisfactory to the City, of all such policies. During the term hereof, the Contractor shall take out and maintain in full force and effect the following insurance policies:

The minimum insurance types and limits are as follows:

COMMERCIAL GENERAL LIABILITY-Comprehensive Form

\$1,000,000 per occurrence liability/\$2,000,000 annual aggregate, coverage to include Premise and Operations Liability
Blanket Contractual
OCP for Subcontractors Liability
Product and Completed Operations Liability
Stop Gap Liability - \$1,000,000/\$1,000,000/\$1,000,000

AUTOMOBILE LIABILITY

\$1,000,000 per accident bodily injury and property damage liability, including any owned, hired or non-owned automobile

ERRORS AND OMISSIONS

\$1,000,000 per occurrence liability

PROFESSIONAL LIABILITY, ERRORS & OMISSIONS

\$1,000,000 per occurrence, and in the aggregate

WORKER'S COMPENSATION

Employees of Consultant and subcontractors are to be insured under Washington State Industrial Insurance.

The above policy limits may be obtained through the use of excess liability (umbrella) insurance. Consultant must obtain a Certificate of Insurance that complies with the requirements above, which must be approved by the City's Risk Management division.

Failure of the Contractor to fully comply with the requirements regarding insurance will be considered a material breach of contract and shall be cause for immediate termination of this Agreement.

17. Assignment.

Neither party to this Agreement shall assign any right or obligation hereunder, in whole, or, in part, without the prior written consent of the other party hereto. No assignment or transfer of any interest under this Agreement shall be deemed to release the assignor from any liability or obligation under this Agreement, or to cause any such liability or obligation to be reduced to a secondary liability or obligation.

18. Amendment, Modification or Waiver.

No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid, or, of any effect, unless made in writing, signed by the party or Parties to be bound, or such party's or Parties' duly authorized representative(s) and specifying with particularity the nature and extent of such amendment, modification or waiver. Any waiver by any party of any default of the other party shall not affect or impair any right arising from any subsequent default.

Nothing herein shall limit the remedies or rights of the Parties hereto under and pursuant to this Agreement.

19. Termination and Suspension.

Either party may terminate this Agreement upon written notice to the other party if the other party fails substantially to perform in accordance with the terms of this Agreement through no fault of the party terminating the Agreement.

The City may terminate this Agreement not less than seven (7) days written notice to the Consultant, if the services provided for herein are no longer needed from the Consultant, and/or if the legislative body of the City does not appropriate funds in the City budget to pay for such services.

If this Agreement is terminated through no fault of the Consultant, the Consultant shall be compensated for services performed prior to termination in accordance with the rate of compensation provided in Exhibit "B" hereof.

20. Parties in Interest.

This Agreement shall be binding upon, and the benefits and obligations provided for herein shall inure to and bind, the Parties hereto and their respective successors and assigns, provided that this Section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement. This Agreement is for the exclusive benefit of the Parties hereto and it does not create a contractual relationship with or exist for the

benefit of any third-party, including contractors, subcontractors and their sureties.

21. Costs to Prevailing Party.

In the event of such litigation or other legal action, to enforce any rights, responsibilities or obligations under this Agreement, the prevailing Parties shall be entitled to receive its reasonable attorneys' fees and costs.

22. Applicable Law.

This Agreement and the rights of the Parties hereunder shall be governed by the interpreted in accordance with the laws of the State of Washington and venue for any action hereunder shall be in the county in Washington State in which the property or project is located, and, if not site specific, then in King County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation shall commence no later than the substantial completion of the services by the Consultant.

23. Captions, Headings and Titles.

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and shall not constitute a part of this Agreement or act as a limitation of the scope of the particular paragraphs or sections to which they apply. As used herein, where appropriate, the singular shall include the plural and vice versa and masculine, feminine and neutral expressions shall be interchangeable. Interpretation or construction of this Agreement shall not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Parties.

24. Severable Provisions.

Each provision of this Agreement is intended to be severable. If any provision hereof is deemed illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

25. Entire Contract.

This Agreement contains the entire understanding of the Parties hereto with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings between the Parties with respect to such subject matter.

26. Counterparts.

This Contract may be executed in multiple counterparts, each of which shall be one and the same Contract and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other party.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed effective the day and year first set forth above.

CITY OF SEATAC:

CONTRACTOR:

By: _____
Printed Name: _____
Its: City Manager
Date: _____

By: _____
Printed Name: _____
Its: _____
Date: _____

Department Head Initials

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Printed Name: _____
Its: _____

By: _____
Printed Name: _____
Its: _____

Exhibit A
Scope of Services

Exhibit B
Compensation: Consultant's Fees and Costs



Exhibit C
Schedule: Time for Performance and Term of Contract