

# 15536

Attachment A

## REQUEST FOR PROPOSAL

# 2006-051



**King County**

**Facilities Management Division**  
Real Estate Services Section  
500 Fourth Avenue, Room 500  
Seattle, Washington 98104

http: [www.metrokc.gov](http://www.metrokc.gov)  
206-205-5571

TTY Relay: 711

PROPOSAL NUMBER: RFP 202-05RLD

PROPOSAL May 25, 2005 TIME: 2:00 p.m.  
OPENING  
DATE:

**All Proposals shall be submitted to King County's Real Estate Services Section NO LATER THAN May 25, 2005, 2:00 P.M. EXACTLY**

SELLER: **Bob Thompson**  
500 Fourth Avenue  
5<sup>th</sup> Floor, Room 500  
Seattle, WA 98104  
FAX- 206-296-7467

REQUISITION #: GG35903

**TITLE: North Lake Union-Upper Parcel- Maintenance and Repair Facility  
King County Department of Transportation**

Sealed proposals are hereby solicited and will be received only at the office of Real Estate Services Section at 500 4<sup>th</sup> Avenue, 5<sup>th</sup> Floor, Seattle, WA 98104, no later than 2 p.m. May 25, 2005, regarding the sale of North Lake Union Upper Parcel, for the King County Department of Transportation, Metro Transit Division. A purchaser is sought by King County in accordance with the following and the attached instructions, requirements, and specifications.

**Pre-Proposal Conference:** A conference to discuss questions related to this RFP, specifically the requirements for a Replacement Site and Facility, *Alternative A*, shall be held on Wednesday, April 13, 2005 at 10:30 a.m. to give all interested parties an overview of some preliminary RFP requirements. The conference will be held at the King County King Street Center Building, 8<sup>th</sup> Floor, 201 South Jackson Street, Seattle, Washington.

**Questions:** After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business, 5:00pm, Thursday, April 21, 2005 in order for staff to prepare any response required to be answered by Addendum. Questions must be sent, preferably via e-mail, directly to the following King County staff Primary – Bob Thompson at [bob.thompson@metrokc.gov](mailto:bob.thompson@metrokc.gov) 206-296-7494. Secondary – Dave Crippen at [dave.crippen@metrokc.gov](mailto:dave.crippen@metrokc.gov) 206-263-4647. Questions may also be sent via fax or mail to the fax line or address above. If sent by mail, the questions must be received by the deadline stated above.

**NOTE: INFORMATION WITHIN BORDERED AREA MUST BE COMPLETED AND SIGNED.**

This document can be made available from the ADA Liaison, at (206) 684-1681 or TDD (206) 296-0100, in large print, audio cassette, or Braille

Legal Name Of Purchaser (Print Or Type)			Name Of Authorized Representative (Print Or Type)	
Street			Title	
City	State	Zip	Signature	
Telephone Number		Fax Number	E-Mail Address	

**Submittal:** King County requires the Proposer to sign and return this entire Request for Proposal (RFP) document. The Proposer shall provide one (1) unbound original and six (6) copies of the Proposal response, data and attachments offered. The original in both cases shall be noted or stamped "Original".

### **SECTION I - GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted Proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed Purchase and Sale Agreement is completed between King County and the final selected Proposer. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a Proposal. Those materials will be available for review at the King County Real Estate Services Section, at 500 4<sup>th</sup> Avenue, 5<sup>th</sup> Floor, Seattle, WA.
- C. No other distribution of Proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the Proposal or any subsequent awards without written approval by King County. For this RFP all Proposals received by King County shall remain valid for one hundred and eighty (180) days from the date of submittal. All Proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise, but complete and detailed, description of the Proposer's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all Proposals that are deemed not responsive to its needs or this RFP.
- F. In the event it becomes necessary to revise any part of this RFP, an addenda shall be provided to all Proposers who, to the knowledge of King County staff, received the original RFP.
- G. King County is not liable for any cost incurred by the Proposer prior to execution of the Purchase and Sale Agreement.
- H. A Purchase and Sale Agreement may be negotiated with the Proposer whose Proposal is most advantageous to King County in accordance with the selection process set forth herein. King County reserves the right to reject any or all Proposals submitted or cancel this RFP at any time. Entering into a Purchase and Sale Agreement with the successful Proposer is contingent upon approval by the King County Council.
- I. It is proposed that if a selection is made as a result of this RFP, a Purchase and Sale Agreement will be negotiated. If negotiations are not successful with the selected candidate negotiations may be initiated with another Proposer until the project is canceled or an acceptable Purchase and Sale Agreement is executed.
- J. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- K. No Proposal shall be accepted after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- L. King County agencies' staff is prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to: Bob Thompson at 500 4<sup>th</sup> Avenue 5<sup>th</sup> Floor, Seattle, WA 98104.  
[Bob.thompson@metrokc.gov](mailto:Bob.thompson@metrokc.gov) /206-296-7494.

NOTE: Documents and other information are available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- M. King County has a mandatory process for receiving protests based upon either Proposals or Agreement awards. If you would like to receive or review a written description of this process and the required time-frames for filing a protest, please contact the Seller named on the front page of this document or call Real Estate Services at 206-296-7494.
- N. King County is committed to reducing costs and facilitating timely communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting Proposal documents and providing the County with contact information for the potential Proposer. Each Proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a Proposer downloads a document from the Web Site and does not contact the Real Estate Services Section Office to obtain a hard copy, the Proposer must use the "Feedback" (Envelope) button at the bottom of the Web page to convey the Proposer's company name, contact name, mailing address and phone/fax number to the County. Please note which document/documents were downloaded.

After Proposals have been opened in public, the County will post a listing of those submitting Proposals at the King County Internet site. Please refer to the "RFPs, RFQs & ITBs / Awarded / Consultants" portion of the site for a listing, as well as for a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this Proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- O. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- P. Proposals submitted under this RFP shall be considered public documents and with limited exceptions. Proposals will be available for inspection and copying by the public at the conclusion of the evaluation, negotiation and award process.

If a Proposer considers any portion of his/her Proposal to be protected under the law, the Proposer shall clearly identify on the page(s) effected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer five (5) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submit-

ting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- R. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- S. Please see the Proposal Identification Label on the last page of this document.

## **SECTION II – PROJECT INFORMATION AND EVALUATION PROCESS**

The objective of this Request for Proposal is to provide options for the County and maximize participation by providing two Proposal *Alternatives (A & B)*. Each Proposer may submit a Proposal for *Alternative A, Alternate B, or both*.

King County will in its sole discretion select the alternative (A or B) that best meets the County's needs and will select a Proposer to the County's selected alternative for Agreement award, if any.

Additionally, rather than selecting an Alternative and making a selection from Proposals to that Alternative, King County may instead elect to evaluate Proposals to Alternative A against Proposals to Alternative B to select a Proposal for Agreement award.

The ultimate entry of a Purchase and Sale Agreement with the successful Proposer is contingent upon approval by the King County Council.

Note: A pre-RFP advertisement conference was held on June 23, 2004 to give all interested parties an overview of some preliminary RFP requirements, specifically the requirements for a Replacement Site and Facility, *Alternative A*.

### **A. Project Goals**

The King County Department of Executive Services is please to offer this opportunity for interested parties to respond to a RFP for the purchase of the North Lake Union Upper Parcel (NLUUP) for a sale price in cash.

#### **ALTERNATIVE A – REPLACEMENT FACILITY ALTERNATIVE**

Under Alternative A, in addition to purchasing the NLUUP for a sale price in cash, the successful Proposer must provide as an additional inducement for the sale and at the Proposer's sole cost, a turn key Replacement Site and Replacement Facility for King County Metro Transit's existing Maintenance and Repair Facility, which is currently located on the NLUUP. The Facility may be constructed by the Proposer following entry into a Purchase and Sale Agreement, or may be an existing structure that either meets the requirements of this RFP or will be retrofitted by the Proposer to meet the requirements of this RFP. Following the County's acceptance of the Replacement Site and Facility, ownership of the Replacement Site and Facility will be conveyed to the County by Statutory Warranty Deed and the County will then convey the NLUUP to the Proposer.

The County's goals in selling the NLUUP under *Alternative A* are as follows:

- To receive a cash payment equal to or greater than \$3,000,000.
- To receive a Replacement Site and Facility for Transit's Maintenance and Repair Facility per required Performance Specifications, which can be a newly constructed or a retrofit of an existing facility.
- To ensure that the future development and use of the North Lake Union Upper Parcel are consistent with Metro Transit's Master Plan for the Parcel.
- To ensure that any contaminated soil removed from the NLUUP for future development is disposed to the maximum extent possible, by an approved thermal desorption method.
- That the Purchaser's project on the NLUUP includes design features, which preserve view corridors, and incorporate features that are compatible with the neighborhood and enhance the community character.

#### **ALTERNATIVE B – ALL CASH ALTERNATIVE**

The County's goals in selling the NLUUP under *Alternative B* are as follows:

- To receive a maximum cash payment.
- To ensure that the future development and use of the North Lake Union Upper Parcel are consistent with Metro Transit's Master Plan for the Parcel.

- To ensure that any contaminated soil removed from the NLUUP for future development is disposed to the maximum extent possible, by an approved thermal desorption method.
- That the Purchaser's project on the NLUUP includes design features, which preserve view corridors, and incorporate features that are compatible with the neighborhood and enhance the community character.

## B. NLUUP Site Information

### 1. Site Description

The NLUUP is located at 3301 Densmore Ave North, Seattle, WA 98103, with an alternate address of 1602 North Northlake Way. The King County tax parcel number is 408330-6985. The Parcel consists of 1.673 acres; 72,893 square feet. The Parcel is zoned IC-45: Industrial Commercial Zone with a 45-foot height restriction. The site is outside the 100-year flood zone. The site is located in a "geological hazard area" as defined in SMC chapter 25.09, Regulations for Environmentally Critical Areas. The site is presently used as a King County Transit Maintenance and Repair Facility consisting of three masonry structures that were built in the 1920s, encompassing approximately eighteen thousand six hundred (18,600) square feet.

### 2. Site Environmental Constraints and Requirements

The NLUUP was once used as a bulk fuel terminal by Standard Oil Company of California, (currently Chevron Products Company) and King County. This use produced contaminated soils. King County and Chevron entered into a Consent Decree with the Department of Ecology (DOE) in November 1998. King County and Chevron entered into a Cost Sharing Agreement in January 1999. A portion of the Consent Decree's Action Plan required cleanup has been completed and on-going monitoring continues.

Any future development on the NLUUP that disturbs the soils may require entry of an amendment to the Consent Decree that would include a revised Cleanup Action Plan as well as inclusion of the new owner of the NLUUP as a party to the Consent Decree. If an amendment to the Consent Decree is required the Purchaser shall be responsible for and cost of obtaining the amendment, at its sole cost.

All costs and liability associated with the removal and treatment of contamination, due to the future development of the site or otherwise will be borne by the Purchaser.

If the Incremental Costs (total costs to treat and remove soil minus costs to remove soil) to treat the contaminated soil, as part of the Proposer's development, are less than TWO MILLION DOLLARS (\$2,000,000) then the Purchaser will pay the County an amount equal to at least 50% of the difference between TWO MILLION DOLLARS (\$2,000,000) and the actual incremental cost of cleanup.

## C. Background Materials

The materials below are available by contacting Bob Thompson at 500 4<sup>th</sup> Avenue, 5<sup>th</sup> Floor, Seattle WA 98104 (e-mail: [bob.thompson@metrokc.gov](mailto:bob.thompson@metrokc.gov); phone: 206-296-7494). There is a copying charge per package of \$153.00 to be paid at the time of pick up.

- Aerial photo of the site and surrounding area
- Site Plan and Floor Plan of current NLUUP uses
- Draft Remedial Investigation and Feasibility Study (RI/FS) by AGI, November 1993
- Consent Decree with DOE dated November 28, 1998
- Quarterly Cleanup Status Reports for 2003
- Performance Specifications required for a Replacement Facility under Alternative A
- Programming Prospectus for a Replacement Site under Alternative A
- Environmental Engineer analysis of amount of contaminated soil that could be required to be removed for a new development on the NLUUP and cost associated with proper disposal thereof (This report is for reference only and can not be relied upon for actual development of the NLUUP.)

- Preliminary Title Report
- Matrix to be used to evaluate proposed Replacement Site locations for Alternative A
- King County Right of Entry Permit Template
- Facilities North Asbestos Abatement Contract SR007
- County Standard Purchase and Sale Agreement Template
- Specifications for Viewing Platform will be available on March 30, 2005.

**D. Selection Process and Proposal Evaluation**

This RFP outlines the information necessary to understand the selection process and the documentation required for submitting a proposal for this Purchase.

After reviewing this RFP and attending the Pre-Proposal Conference, any prospective Proposer that determines it has the necessary expertise and experience to successfully satisfy the above-stated goals and below stated requirements of King County, shall apply for consideration by submitting a Letter of Interest and Proposal specifying Alternative A, B, or both. Those parties submitting Letters of Interest and Proposals shall be referred to as "Proposers."

For its proposal ("Proposal") hereunder, each Proposer shall submit one (1) original Letter of Interest and original Proposal. Further, Proposers shall submit six (6) copies of both its Letter of Interest and Proposal. The Letter of Interest shall not exceed two (2) pages and shall contain information not requested in the Proposal that the Proposer deems important. Following receipt of Letters of Interest and Proposals and at the County's sole discretion, the Evaluation Committee reserves the right to request additional information.

Each Applicant's Proposal will be evaluated by the Evaluation Committee ("Committee") that will consist of staff from the Department of Transportation and the Department of Executive Services. Proposers may be requested to make an oral presentation to the Committee as part of the selection process. The Committee will review and evaluate Proposals using the evaluation criteria set forth in this RFP.

The recommended Proposer will be determined by the Committee, who will select the Proposal that it believes best meets the requirements set forth in the RFP. King County reserves the right to reject any and/or all Proposals, or cancel this RFP at any time. In addition, King County reserves the right to select for evaluation and consideration only that Proposal determined by the County to best meet its needs. The County will then begin the process of entering into a Purchase and Sale Agreement with the successful Proposer (contingent upon approval by the King County Council).

**E. Proposal Alternatives and Evaluation Criteria**

The evaluation format for this RFP is that each Proposer must meet the Minimum Cash and Qualification Requirements ("Requirements") set forth below for the applicable Alternative.

The County in its sole discretion will select an Alternative (A or B) and Agreement award, if any, will then be made to the qualified Proposer to the County's selected Alternative who offers the highest cash price above the selected Alternative's minimum cash requirement, for the purchase of the NLUUP. Additionally, rather than selecting an Alternative and the highest ranked Proposal to that Alternative, the County may elect to evaluate Proposals to Alternative A against those to Alternative B and make an Agreement award, if any, to the Proposal deemed by the County to have the highest overall economic value to the County.

In the case of two (2) exact cash price offers or two Proposals deemed equivalent in value by the County by Proposers meeting the Requirements, the highest percentage (%) offered to King County as described in sections 1B below, may be used as the tiebreaker.

**ALTERNATIVE A – REPLACEMENT FACILITY ALTERNATIVE**

**1. Minimum Cash Requirements**

- a) Proposer must offer at least THREE MILLION DOLLARS (\$3,000,000) cash for the NLUUP. Applicants not meeting this requirement shall be rejected.

- b) A Proposer must offer to pay King County in the event the Incremental Costs associated with the contamination cleanup of NLUUP site development are less than TWO MILLION DOLLARS (\$2,000,000). At a minimum, a Proposer must offer to pay in such event an amount equal to at least 50% of the difference between the actual Incremental Costs and TWO MILLION DOLLARS (\$2,000,000). (highest percentage offered to King County used as tiebreaker)

## 2. Minimum Qualification Requirements

### a) Replacement Site and Facility

#### 1) Location of Replacement Site

The minimum acceptable boundaries are:

Northern Boundary-Snohomish County line  
Southern Boundary-South Spokane Street  
Eastern Boundary-Western edge of Lake Washington  
Western Boundary-Puget Sound

#### 2) The Matrix (Instrument used for evaluation of Sites that fit within the above reference acceptable boundaries)

The Replacement Site offered must receive a score of at least 25 points (on a 28 point scale) in order to qualify.

#### 3) Performance Specifications

Proposal must adhere to all the Performance Specifications.

#### 4) Parameters of Replacement Site:

- Proposer must show proof of control of the Site or Sites listed in its Proposal.
- The Site/Sites must be free of encumbrances that in the judgment of King County Transit, will negatively impact the value, ownership, construction or operation of the Replacement Site and Facility, or the Proposer must be able to clearly demonstrate that at the time of conveyance the Site can be cleared of such encumbrances.
- The Site must be conveyed to the County by a Statutory Warranty Deed.
- The Site must be clear of contaminated soil and hazardous substances, per the DOE standard acceptable levels for industrial use prior to conveyance to the County.

### b) Proposer Experience and Responsibility

- 1) If the Proposed Replacement Facility will be newly constructed or a retrofit of an existing improvement, the Proposer must show proof of successful completion of projects similar in size and complexity to the Proposed Replacement Facility, in the Seattle Metropolitan Statistical Area.
- 2) Proposer must show proof of successful completion of projects, similar in size and complexity to the Proposer's proposed project for the NLUUP, in the Seattle Metropolitan Statistical Area.
- 3) Proposer must show evidence that the key team members have worked together on recent projects in the past five (5) years.
- 4) Proposer must show evidence of the apparent financial capacity of the Proposer and Proposer's financiers, if any.
- 5) Proposer must provide a list of at least five (5) references.

### c) Community elements of the Proposer's Project on the NLUUP

- 1) The Proposer's project on the NLUUP must, at a minimum, meet the LEED (Leadership in Energy and Environmental Design) Green Building Rating System of Silver for either the New Construction or Core and Shell category.



- 2) The Proposer's project must demonstrate a pedestrian friendly design that takes into consideration the pedestrian needs of all four streets abutting the parcel.
- 3) The Proposer will not be allowed to apply for a height variance from the City of Seattle. This restriction will be imposed by a deed restriction and will run with the land. If the Proposer applies for any land use change to the NLUUP, the height limit deed restriction will still apply.
- 4) The Proposer will incorporate into its project on the NLUUP a public viewing platform per the required specifications.

#### **ALTERNATIVE B – ALL CASH ALTERNATIVE**

##### **1. Minimum Cash Requirements:**

- a) A Proposer must offer at least FOUR MILLION THREE HUNDRED THOUSAND DOLLARS (\$4,300,000) cash for the NLUUP. Applicants not meeting this requirement shall be rejected.
- b) A Proposer must offer to pay King County in the event the Incremental Costs associated with the contamination cleanup of NLUUP site development are less than TWO MILLION DOLLARS (\$2,000,000). At a minimum, a Proposer must offer to pay in such event an amount equal to at least 50% of the difference between the actual Incremental Costs and TWO MILLION DOLLARS (\$2,000,000). (highest percentage offered to King County used as tiebreaker)

##### **2. Minimum Qualification Requirements:**

###### **a) Proposer Experience and Responsibility**

- 1) Proposer must show proof of successful completion of projects; similar in size and complexity to the Proposer's proposed project for the NLUUP, in the Seattle Metropolitan Statistical Area.
- 2) Proposer must show evidence that the key team members have worked together on recent projects in the past five (5) years.
- 3) Proposer must show evidence of the apparent financial capacity of the Proposer and Proposer's financiers, if any.
- 4) Proposer must provide a list of at least five (5) references.

###### **b) Community elements of the Proposer's Project on the NLUUP**

- 1) The Proposer's project must, at a minimum, meet the LEED (Leadership in Energy and Environmental Design) Green Building Rating System of Silver for either the New Construction or Core and Shell category.
- 2) The Proposer's project must demonstrate a pedestrian friendly design that takes into consideration the pedestrian needs of all four streets abutting the parcel.
- 3) The Proposer will not be allowed to apply for a height variance from the City of Seattle. This restriction will be imposed by a deed restriction and will run with the land. If the Proposer applies for any land use change to the NLUUP, the height limit deed restriction will still apply.
- 4) The Proposer will incorporate into its project on the NLUUP a public viewing platform per the required specifications.

#### **F. Applicants Proposals**

Proposals shall be submitted according to the criteria established in this RFP. Proposals that fail to be submitted in accordance with the procedures and specified requirements herein may be considered "non-responsive" and will be subject to rejection by the County. Proposers are discouraged from submitting lengthy Proposals. All costs incurred in the preparation and submittal of a Proposal, as well as the costs resulting from on-going participation in this RFP process, shall be borne by the Proposers. The County shall not reimburse Proposers for such costs under any condition.

G. Schedule (some dates possibly tentative)

Issue Request for Proposal	March 24, 2005
Pre-proposal Conference	April 13, 2005 10:30 a.m.
Final Questions deadline	April 21, 2005 C.O.B.
Due Date for proposals	May 25, 2005 2:00pm
Determination of Selected Purchaser	June 23, 2005

H. Proposal Format

All Proposals must respond to the criteria contained in this RFP. Each copy of the Proposal shall include the name and address of the Proposer. King County reserves the right to request additional information following its review of the initial Proposal.

I. Submittal Materials

In order to be responsive to this RFP, the Proposer must at a minimum submit the following items:

- A sum certain purchase offer for the NLUUP to be paid in cash at closing
- Team member resumes
- A description of the significant members of the Proposer team and the role of each member
- Proposed location (s) of Replacement Site and proof of control of the Site/Sites (Alternative A only)
- Documentation that demonstrates the Proposer's financial capacity to complete all requirements of the Purchase and Sale Agreement
- Contact information for Proposer's financiers, if any
- Signed statement in the form available from King County that states Purchaser will provide a Replacement Facility that meets the Performance Specifications (Alternative A only)
- An overview, which includes a simple schematic design, of the Proposer's proposed project for the NLUUP that is consistent with the King County Transit Master Plan
- An example of projects that the Proposer has successfully completed in the Seattle Statistical Metropolitan Area that are similar in size and complexity to the Proposer's proposed project for the NLUUP
- An example of projects that the Proposer has successfully completed in the Seattle Statistical Metropolitan Area that are similar in size and complexity to the Replacement Facility, per the Performance Specifications (Alternative A only)
- A list of at least five (5) references with contact information
- A Signed statement in the form available from King County that states the Purchaser will perform all the elements of Section II.B.2.b Community Elements.

**SECTION III – MINIMUM TERMS FOR PURCHASE AND SALE AGREEMENT**

The County may undertake negotiations with the selected Proposer to the selected Alternative for completion of a final Purchase and Sale Agreement. The Purchase and Sale Agreement will include, among other terms and conditions, the following required provisions:

**ALTERNATIVE A – REPLACEMENT FACILITY ALTERNATIVE**

A. Earnest Money

One Hundred Thousand Dollars (\$100,000) cash initial Earnest Money, upon execution of the Purchase and Sale Agreement, which becomes non-refundable after contingencies 1), 2) and 3) below, are waived and/or completed. Earnest Money will be deposited into an interest bearing escrow account by the closing

agent with interest to accrue to the benefit of the Purchaser and will be applied toward the purchase price if the sale is completed.

#### B. Purchaser (Proposer) Contingencies

1. Due Diligence Inspection and Feasibility for the NLUUP- During the Due Diligence Period, Purchaser, its designated representatives or agents shall have the right, at Purchaser's expense to (i) perform any and all tests, inspections, studies, surveys or appraisals of the NLUUP deemed necessary, on any subject, by the Purchaser (subject to the limitations set forth below and Paragraph G, Access); (ii) obtain a Phase I or Phase II Environmental Assessment on the Property; (iii) examine due diligence materials that Purchaser may reasonably request from Seller; that are not subject to attorney-client privileged or that the County is not otherwise prohibited from disclosing by law (iv) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Purchaser's proposed development of the NLUUP; and (v) determine whether Purchaser's proposed development of the NLUUP is economically feasible.
2. Due Diligence Inspection and Feasibility for the Replacement Site- During the Due Diligence Period, the Purchaser its designated representatives or agents shall, at its own expense, perform any and all tests, inspections, studies, surveys or appraisals deemed necessary, to determine the viability of the Replacement Site, per the stated requirements of this RFP.
3. DOE and Chevron approval of a new Cleanup Action Plan and entry of an amended Consent Decree, if required.
4. Approvals and Permits for both NLUUP and Replacement Facility- Issuance of all land use approvals/permits, building permits, site plan approvals, environmental approvals, and any other governmental approvals necessary for Purchaser to develop and construct the proposed NLUUP and Replacement Facility Projects.

The contingency period for the performances described in 1, 2 and 3, to be waived and/or completed, shall be one hundred and twenty days (120) from the date of execution of the Purchase and Sale Agreement. The contingency period for 4, to be waived and/or completed, shall be three hundred and sixty five (365) days from the date of execution of the Purchase and Sale Agreement. The contingency periods will run concurrently for all contingencies 1, 2, 3 and 4.

#### 5. Extension of Purchaser's Contingency Period

Purchaser has the right to extend the Contingency period for 4 only, for three (3) consecutive one hundred eighty (180) day periods. At each extension period, the Purchaser will deposit an additional Fifty Thousand Dollars (\$50,000) into the initial escrow account. These additional funds will be refundable only if Contingency 4) is not waived or completed through no fault of the Purchaser.

#### C. Seller (County) Contingencies

1. DOE and Chevron's approval of a new Clean up Action Plan and entry of an amended Consent Decree if required
2. Seller's Approval of the Replacement Site
3. Seller's Approval of the Replacement Facility

#### D. Replacement Site and Replacement Facility

No costs of any nature associated with the purchasing of the Replacement Site or providing the Replacement Facility will ever be or become an obligation of the County. The Purchaser shall be solely responsible for all costs associated with the acquisition of the Replacement Site and providing the Replacement Facility. The Replacement Facility will be transferred free from any and all liens.

#### E. Closing Costs

The Purchaser will pay all closing costs and for all Title Insurance Policies associated with the NLUUP and the Replacement Site.

F. Closing

The Closing on the NLUUP will occur upon completion and King County Transit's acceptance of the Replacement Facility per the Performance Specifications.

G. Access

The Purchaser will adhere to all King County requirements and rules for right of entry onto the NLUUP for performance of due diligence work, including the execution of a County right of entry permit. In no event shall the Purchaser be permitted to undertake activities that damage County property or unreasonably impede the County's use of any portion of the NLUUP.

H. Indemnification/Release

The Purchaser must agree to terms regarding the environmental condition of the NLUUP substantially in the form that follows:

1. Indemnification

Purchaser its successors and assigns, agrees to indemnify, defend and hold King County harmless from and against any and all claims and agency orders or requirements relating to or arising out of, directly or indirectly: 1) Purchaser's excavation and removal of material from the Property; and 2) any release of hazardous substance at the Property after the Closing Date of the Purchase and Sale Agreement.

2. Release of Liability

Each Party, its successors and assigns, hereby release and forever discharge the other Party, its successors, assigns, officers, directors, shareholders, agents, officials, attorneys and employees, from and against all claims, liabilities, damages, demands, costs, expenses, and causes of action of any kind, known or unknown, (collectively, "Claims") associated with or resulting from the presence of hazardous substances on the Property, except this release shall not apply to Claims brought in exercise of a party's right to seek indemnity from the other party pursuant to the Purchase and Sale Agreement.

3. Disclaimer of Representation regarding Hazardous Waste

"Seller makes no representations or warranties relating to hazardous waste which may be situated on the Property. Seller specifically disclaims representations or warranties in connection with any condition on the property, which might be determined to be "Hazardous Material." "Hazardous Materials" shall mean: (i) any "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCA §§ 9602 et seq.) as amended from time to time and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCA §§ 9602 et seq.) as amended from time to time and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks (except septic tanks), whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (vii) and other substances which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal. For the purposes of the foregoing disclaimer, "Hazardous Materials Contamination" shall mean the contamination of the Improvements, facilities, soil, groundwater, air or other elements on or of the Property by Hazardous Materials, or the contamination of any other property as the result of Hazardous Materials at any time emanating from the Property.

4. Purchaser's Release of Claims regarding Impact to Property's Value Indemnification

Purchaser, its successors and assigns, releases King County from any claims for damage to the Property or the diminution of the value of real property arising from the existence of hazardous material on the Property or adjacent to the Property.

Note: This release will be a covenant on the deed and shall run with the land.

I. Contaminated Soil

Any contaminated soil removed from the Property shall be disposed of to the maximum extent possible, by an approved thermal desorption method.

All costs and liability associated with the removal and treatment of contamination, due to the future development of the site or otherwise will be borne by the Purchaser.

J. Continuing Cleanup Operations

The Purchaser shall grant to Seller, DOE and Chevron any and all authorization necessary for the continued operation, maintenance, monitoring and inspection of any containment system, treatment system and monitoring system on the Property required pursuant to the Consent Decree.

K. Condition of NLUUP

The NLUUP will be conveyed on an AS IS, WHERE IS basis. The County will not make and specifically disclaims all warranties and representations regarding the condition of the NLUUP.

L. Prevailing Wage

Purchaser agrees and covenants to pay and require contractors and subcontractors to pay in connection with such contracts as may be let regarding the construction of the Replacement Facility the prevailing wage, as defined in RCW ch. 39.12, to the workmen, laborers and mechanics as may then be determined by the Washington State Department of Labor and Industries for the particular craft in the particular geographic area.

M. Non-Discrimination Compliance

The agreement will include provisions regarding non-discrimination and compliance with applicable laws and ordinances prohibiting discrimination.

**ALTERNATIVE B – ALL CASH ALTERNATIVE**

A. Earnest Money

One Hundred Thousand Dollars (\$100,000) cash initial Earnest Money, upon execution of the Purchase and Sale Agreement, which becomes non-refundable after contingencies 1) and 2) below, are waived and/or completed. Earnest Money will be deposited into an interest bearing escrow account by the closing agent with interest to accrue to the benefit of the Purchaser and will be applied toward the purchase price if the sale is completed.

B. Purchaser (Proposer) Contingencies

1. Due Diligence Inspection and Feasibility for the NLUUP- During the Due Diligence Period, Purchaser, its designated representatives or agents shall have the right, at Purchaser's expense to (i) perform any and all tests, inspections, studies, surveys or appraisals of the NLUUP deemed necessary, on any subject, by the Purchaser (subject to the limitations set forth below and Paragraph G, Access); (ii) obtain a Phase I or Phase II Environmental Assessment on the Property; (iii) examine due diligence materials that Purchaser may reasonably request from Seller; that are not subject to attorney-client privileged or that the County is not otherwise prohibited from disclosing by law (iv) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Purchaser's proposed development of the NLUUP; and (v) determine whether Purchaser's proposed development of the NLUUP is economically feasible.
2. DOE and Chevron approval of a new Cleanup Action Plan and entry of an amended Consent Decree, if required.
3. Approvals and Permits- Issuance of all land use approvals/permits, building permits, site plan approvals, environmental approvals, and any other governmental approvals necessary for Purchaser to develop and construct the proposed Project.

The contingency period for the performances described in 1 and 2 to be waived and/or completed, shall be one hundred and twenty days (120) from the date of execution of the Purchase and Sale Agreement. The contingency period for 3, to be waived and/or completed, shall be three hundred and

sixty five (365) days from the date of execution of the Purchase and Sale Agreement. The contingency periods will run concurrently for all contingencies 1, 2, and 3.

4. Extension of Purchaser's Contingency Period

Purchaser has the right to extend the Contingency period for 3 only; for three (3) consecutive one hundred eighty (180) day periods. At each extension period, the Purchaser will deposit an additional Fifty Thousand Dollars (\$50,000) into the initial escrow account. These additional funds will be refundable only if Contingency 3 is not waived or completed through no fault of the Purchaser.

C. Seller (County) Contingencies

1. DOE and Chevron's approval of a new Clean up Action Plan and entry of an amended Consent Decree if required.
2. Seller's determination that it will be able to vacate the Property, and relocate its operations to another site.
3. Seller's and Purchaser's entry into a mutually agreeable lease back agreement of the Property at a lease rate of \$200,000 annually from the date of closing to the date the Seller vacates the Property. The expected term of the lease back is one (1) year from the date of closing. The actual term will be dependent up on the Seller's progress of relocation of its operations.

The contingency period for the performances described in 1 and 3 to be waived and/or completed, shall be one hundred and twenty days (120) from the date of execution of the Purchase and Sale Agreement. The contingency period for 2, to be waived and/or completed, shall be nine hundred and five (905) days from the date of execution of the Purchase and Sale Agreement. The contingency periods will run concurrently for all contingencies 1, 2 and 3.

D. Performance Bond

Purchaser will acquire a guarantee payment Bond (payment NTE \$6,000,000) to the Seller for Seller's expenses for relocating its operations incurred from the date the Purchaser's contingencies 1 and 2 are completed or waived in the event the Purchaser thereafter terminates the agreement or fails to close the sale. The Bond will become due only if the Purchaser breaches or terminates the Agreement and the sale does not close.

E. Closing Costs

The Purchaser will pay all closing costs and all Title Insurance Policies associated with the NLUUP, and the replacement site.

F. Closing

Closing on the NLUUP will occur after all the Seller's contingency periods have ended and all the Buyer's contingency periods have ended including all extensions taken.

G. Access

The Purchaser will adhere to all King County requirements and rules for right of entry onto the NLUUP for performance of due diligence work, including the execution of a County right of entry permit. In no event shall the Purchaser be permitted to undertake activities that damage County property or unreasonably impede the County's use of any portion of the NLUUP.

H. Indemnification/Release

Purchaser must agree to terms regarding the environmental condition of the NLUUP substantially in the form that follows:

1. Indemnification

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2. Release of Liability

Each Party, its successors and assigns, hereby release and forever discharge the other Party, its successors, assigns, officers, directors, shareholders, agents, officials, attorneys and employees, from and against all claims, liabilities, damages, demands, costs, expenses, and causes of action of any kind, known or unknown, (collectively, "Claims") associated with or resulting from the presence of hazardous substances on the Property, except this release shall not apply to Claims brought in exercise of a party's right to seek indemnity from the other party pursuant to the Purchase and Sale Agreement.

3. Disclaimer of Representation regarding Hazardous Waste

"Seller makes no representations or warranties relating to hazardous waste which may be situated on the Property. Seller specifically disclaims representations or warranties in connection with any condition on the property, which might be determined to be "Hazardous Material." "Hazardous Materials" shall mean: (i) any "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCA §§ 9602 et seq.) as amended from time to time and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USCA §§ 9602 et seq.) as amended from time to time and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks (except septic tanks), whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (vii) and other substances which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal. For the purposes of the foregoing disclaimer, "Hazardous Materials Contamination" shall mean the contamination of the Improvements, facilities, soil, groundwater, air or other elements on or of the Property by Hazardous Materials, or the contamination of any other property as the result of Hazardous Materials at any time emanating from the Property.

4. Purchaser's Release of Claims regarding Impact to Property's Value Indemnification

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J. Continuing Cleanup Operations

The Purchaser shall grant to Seller, DOE and Chevron any and all authorization necessary for the continued operation, maintenance, monitoring and inspection of any containment system, treatment system and monitoring system on the Property required pursuant to the Consent Decree.

K. Condition of NLUUP


The NLUUP will be conveyed on an AS IS, WHERE IS basis. The County will not make and specifically disclaims all warranties and representations regarding the condition of the NLUUP.

L. Non-Discrimination Compliance

The agreement will include provisions regarding non-discrimination and compliance with applicable laws and ordinances prohibiting discrimination.

**SECTION IV – PROPOSAL CHECKLIST**

- A. One (1) signed copy of the entire RFP package, marked "Original".
- B. One (1) signed copy of any Addendums that were issued. (If it has signature box at bottom of first page, it must be returned also.) Please mark "Original" on any returned Addendum.
- C. One (1) unbound copy of Proposal response marked "Original."
- D. Six (6) copies of Proposal response.
- E. Complete the Proposal Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately</b>			
<b>U R G E N T</b>	 <b>King County</b>	<b>King County Facilities Management Division Real Estate Services Section 500 Fourth Ave, Room 500 Seattle, WA 98104</b>	<b>U R G E N T</b>
	Bid No.	<b>RFP 202-05RLD</b>	
	Bid Title	<b>Sale of North Lake Union Upper Parcel</b>	
	Due Date		
	Vendor		