

**Responses due Friday, February 19, 2021 no later than 12:00 PM**

## **PROJECT INFORMATION**

Whatcom Transportation Authority (WTA) is a Public Transportation Benefit Area (PTBA) operating under RCW Chapter 36.57A to provide fixed route and paratransit service throughout Whatcom County, Washington and into neighboring Skagit County.

WTA is seeking an experienced property manager to oversee existing tenants at the agency's newly acquired property at 2123 East Bakerview Road, Bellingham, Washington. There are currently four (4) tenants occupying the property for light industrial uses, under written month to month tenancies. Tenants are responsible for rent, leasehold tax, and utilities, including, but not limited to, power, garbage, and phone/internet. WTA does not currently have any property management in place at the site which is a new acquisition in 2021.

At its option, WTA reserves the right to add additional properties to this contract and to seek additional tenants for the East Bakerview Road property.

The anticipated contract will be for two (2) years, with options to renew in increments WTA feels are in its best interest. The total contract term, with all options will be for a maximum of eight (8) years.

## **SCOPE OF WORK**

The successful Property Manager will be expected to be the primary contact and liaison with all tenants, and provide services related to day-to-day management functions including but not limited to the following:

- Provide market information and opinion as to the fair market rent value for each space during each rental period. Fair market rent value will include required leasehold taxes and any utilities and services.
- WTA shall prepare all leases or amendments to current leases. The successful Property Manager will be the contact with existing and potential tenants to negotiate terms, and facilitate the execution of leases, rental agreements, amendments, renewals, and cancellations with existing and future tenants.
- Represent WTA's interest in all matters involving tenants under applicable lease agreements.
- Collect monthly rent and other financial payments due from the tenants.
- Ensure that rental properties are well maintained and provide safe and sanitary conditions for occupancy.
- Ensure that tenants comply with terms and conditions of their lease and address any tenant issues.
- Advise WTA of the need for any repairs or maintenance. WTA shall coordinate the selection of any third party, if needed, to make repairs, maintain or to provide any other service relating to the property. WTA reserves the right to self perform any repairs or maintenance.
- Provide a 24-hour, seven (7) day a week emergency contact for tenants to report emergencies and report to WTA in a timely manner, but at least by the next business day.
- Coordinate real property management activities with appropriate WTA staff, residents, neighboring property owners, and others as required.

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- Assist WTA staff with vacate orders and eviction of non-paying tenants and/or tenants who violate terms of a lease agreement when necessary.
- Deliver all notices to terminate tenancies and serve notices as appropriate, including in relationship to an unlawful detainer action, recover possession of premises, recover rent and other sums due.
- Conduct a final inspection when any rental area on the property is vacated, with a move out inspection report forwarded to WTA.
- Assist in any legal action, when necessary, as requested by WTA or its legal counsel; advise on settlement or releases; appear in court when necessary.
- Establish and maintain a property management record and file system to be implemented upon contract execution.
- Attend occasional meetings with WTA staff which may occur during, or outside of normal business hours.
- Prepare monthly rent collection report to submit to WTA. The report should include the parcel number or address & unit number/description, lease terms, amounts collected during the month, amounts past due, a brief description of collection efforts for delinquent accounts and next steps.
- Submit a monthly report detailing all services provided. The report shall include the address/unit receiving the services, the nature of the work and any additional information.
- Change electrical, gas, garbage, sewer and water billing as required between property occupancies.
- Manage and assist to resolve conflicts among tenants. Document and keep a record of communications with tenants on issues and complaints, and resolutions to such.

## **TIMELINE AND SCHEDULE**

<b>Activity</b>	<b>Date - 2021</b>
<b>Procurement Request Released</b>	February 9
<b>Submissions Due</b>	February 19, No later than 12:00 PM PST
<b>*Contract/Performance Start Date</b>	March 1

Dates preceded by an asterisk (\*) are estimated dates. Estimated dates are for information only and subject to change.

## **MINIMUM PROPOSER QUALIFICATIONS**

At the time of submittal, a proposer must<sup>1</sup>:

- Hold a current State of Washington Real Estate license under RCW Chapter 18.85.
- Have a State of Washington and all required local government business license(s) and endorsements.<sup>2</sup>
- Not be suspended or debarred on SAM.gov.
- Not be disqualified from proposing under RCW Chapter 39.06.010 or 39.12.065 (3).

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<sup>1</sup> RCW 39.04.350

<sup>2</sup> A City of Bellingham endorsement will be required as a condition of proposal award to the highest scoring proposer.

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- Demonstrate there are no outstanding and/or repetitive violations with Labor and Industries, Department of Revenue, or Employment Security.
- Not have been disciplined under RCW 18.235.130 resulting in a license suspension, revocation, or denial in the last seven (7) years.
- Possess all permits, registrations, and licenses as required by city, state, and Federal ordinances, rules, laws, and regulations. When requested by WTA, Proposer shall provide documents confirming that he/she/it has obtained any local business registrations or permits that may be required.

Proposers not meeting these minimum requirements will be rejected.

## **PROPOSER'S HISTORY**

WTA will consider all the material submitted by the Proposer and other evidence it may obtain otherwise, to determine whether the Proposer is capable and has a history of successfully completing similar contracts, including but not limited to:

- Being skilled and regularly engaged in the type of work required.
- Having the experience, ability, sufficient capital, facilities, and personnel to complete the work properly and successfully it within the required time limit.
- Having performed satisfactorily other similar contracts including size, difficulty and rates of progress.

## **PROPOSAL SUBMISSION & EVALUATION**

Submit all proposals via email<sup>3</sup> NO LATER THAN 5 PM on Thursday, February 18, 2021 to:  
Magan Waltari, Procurement & Contracts Manager  
procurement@ridewta.com  
360-788-9332

Failure to include any of the requested information may render the proposal non-responsive.

Submissions will be evaluated as follows and points will be rounded:

1. Procurement will initially review proposals for the following:
  - a. Conformance with the instructions and requirements
  - b. Conformity with Minimum Proposer Qualifications.
  - c. Pricing score, using the following normalizing formula

**(Lowest Overall Proposed Management Fee ÷ Fee Being Evaluated) × Total Points Possible = Score.**

2. WTA will then review conforming Proposals against the outlined requirements and score accordingly.

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<sup>3</sup> Due to COVID related social distancing, procurement staff works remotely and may not be available in office to receive mail on the bid due date

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Proposals will include the following in the below order and be reviewed against the requirements of the scope of work and minimum proposer requirements. The highest scoring proposal will be awarded. Nothing in this request obligates the WTA to award a contract to the lowest cost Proposer, or any Proposer.

**1. Description of Qualifications (5 POINTS):**

Illustrate your experience in commercial property management based on prescribed scope of work.

**2. Response to Scope of Services (10 POINTS):**

1. Description of available services and qualifications Include method(s) of collecting rent and other fees from tenants.
2. Management Plan (including identification of key staff contacts and description of their experience).

**3. Client References (3 POINTS):**

Provide at least three (3) client references where you have provided continuous service for the last 3 – 5 years. While not required, transportation or other public sector entities firms are preferred.

**4. Management Fee Proposal (8 POINTS):**

Management fee will be expressed as a percentage (%) of rent and include all services. If multiple fees are proposed, WTA will evaluate the highest. Outline how management fees are paid by WTA to Property Managers.

**DEBARMENT, COMPLIANCE, CONFLICT OF INTEREST**

By submitting a signed proposal, proposers are assuring the WTA of the following:

1. Proposers are not on the current list of Federal or Washington State debarment lists.
2. Proposers agree to adhere to ADA requirements.
3. Proposers will work to promote employment and opportunity among disadvantaged business enterprises (DBE) as well as small and women/minority owned businesses. The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
4. That no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the proposer or any of its agents, employees or representatives, to any official, member or employee of the WTA or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

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5. The proposer certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
6. That the proposer assures that it has no direct or indirect financial or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under contract and that it shall not employ any person or agent having such interest.
7. That the proposer assures that the company is fully licensed, bonded, and insured. A copy of the successful proposer's certificate of insurance and a W9 will be required prior to the issuance of a Notice to Proceed or a Purchase order. Business licenses and/or professional certifications will be used to establish proposer responsibility as part of the evaluation process.

## **CONTRACT TERM AND INVOICE PAYMENTS**

1. Contract Term: The initial contract term will be 2 years. WTA reserves the right to renew the contract for an additional six (6) years in increments that WTA feels are in its best interest. The total potential contract term is eight (8) years.
2. Payment: Payment will be based at Net thirty (30) day terms. WTA reserves the right to refuse payment on invoices for work that is performed without prior authorization.

## **Economic Price Adjustments**

WTA will consider a rate adjustment to the Management Fee, if requested by the Contractor in writing sixty (60) days prior to the anniversary date of each year the contract is in effect. Rates may be adjusted using the following index calculated over-the-year:

- The Consumer Price Index for Urban Wage Earners & Clerical Workers (CPI-W); Seattle-Tacoma-Bremerton, WA, not seasonally adjusted, 1982-1984=100 reference base, Services.

Rates will not be adjusted more than fifteen percent (15%) above or below the original contracted amount.

WTA, in its sole discretion, will decide whether to approve or deny any adjustment request within thirty (30) days of receipt. If approved, a rate increase shall take effect on the contract anniversary.

## **INDEPENDENT CONTRACTOR**

At all times, the Contractor shall be an independent contractor whereby, in the performance of any contract, the Parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of WTA under RCW Chapter 41.06 or RCW Title 51. Contractor shall indemnify and hold harmless WTA from and against any and all costs (including attorneys' fees) or liabilities (including payroll taxes, penalties or interest) arising out of any assertions that the Contractor is not an independent contractor of WTA.

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## **ACCESS TO RECORDS AND SITES OF PROJECT PERFORMANCE**

As a recipient of State and Federal funds, WTA agrees to provide, and require its Contractors at each tier to provide sufficient access to inspect and audit records and information pertaining to the Project to the:

- a. U.S. Secretary of Transportation or the Secretary's duly authorized representatives
- b. Comptroller General of the United States, and the Comptroller General's duly authorized representatives
- c. WTA and its Contractors

## **INSURANCE**

Contractor and subcontractors will not begin Work until proof of insurance has been received and approved by the WTA. Insurers must be licensed to conduct business in the State of Washington (or issued as a surplus line by a Washington Surplus lines broker) and approved by the State Insurance Commissioner<sup>4</sup>. Insurers must have a minimum rating of A- and a financial rating of Class VII or higher in the most recently published edition of the A.M. Best's Key Rating Guide. Subcontractors must furnish the same insurance requirements listed below prior to starting work

Approval of the insurance by WTA will not relieve or decrease the liability of the Contractor for any damages arising from Contractor's or its subcontractors' performance of the work. Contractor's failure to fully comply with insurance requirements shall be considered a material breach and cause for immediate contract. Contractor shall bear all damage costs sustained for failure to maintain any of the required insurance or to provide notification that it cannot.

Coverage will include claims for damages arising from Contractor's performance for:

- Bodily injury/death
- Personal/Advertising injury
- Property Damage, including Premise and Operations, Fire damage and medical expense
- Liability assumed under an Insured Contract (including defense costs assumed under contract)
- Broad Form Property Damage
- Independent Contractors coverage
- Protective Liability
- Subcontractor Liability, if sub-contractors are used
- Stop Gap Liability

The Contractor and subcontractors must procure the following minimum insurance:

1. Commercial General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 per project aggregate.
2. Automobile Liability Insurance in the amount of \$1,000,000 combined single limit.
3. Umbrella or Excess Liability in the amount of \$1,000,000 per occurrence.
4. Professional Liability in the amount of \$1,000,000 per occurrence.
5. Electronic Data Liability Insurance in the amount of \$1,000,000 per occurrence. Maintain electronic data liability insurance and/or Technology Errors and Omissions coverage

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<sup>4</sup> RCW 48

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applicable to the contract and insuring against liability arising out of the loss, loss of sue of, damage to, corruption or, inability to access, or inability to manipulate electronic data.

Coverage must be maintained through the life of the Contract plus one (1) year.

Contractor and subcontractors must furnish the following endorsements separate of the Certificate of Liability:

- Additional Insured Endorsement naming "WTA Agents & Employee's" for Ongoing Operations. Endorsement should be on Accord© form CG20100704 or equivalent.
- Additional Insured Endorsement naming "WTA Agents & Employee's" for Completed Operations. Endorsement should be on Accord© form CG20370704 or equivalent.
- Waiver of Subrogation naming "WTA Agents & Employee's". Endorsement should be on Accord© form CG24041093 or equivalent.
- Cancellation Endorsement providing thirty (30) days advance written notice to be received by WTA.

Contractor and subcontractors must maintain during the life of this contract Worker's Compensation Insurance. If the Contractor is not eligible for Worker's Compensation Insurance it will indemnify and hold WTA harmless for any claims resulting from Contractor's actions.

These insurance requirements do not limit the Contractor's liability for damages resulting from performance.

## **LIMITATIONS OF LIABILITY**

WTA is unable to agree to any limitation of liability in the event of a claim or issued judgment through the performance of a contract. This is considered a gift of public funds, and is unenforceable by the Washington State Constitution<sup>5</sup>.

## **PUBLIC DISCLOSURE LAW**

WTA complies with RCW Chapter 42.56. All proposals and contract documents will be disclosed if a Public Disclosure Request (PDR) is submitted, unless a proper exception applies. It is Proposers responsibility to be familiar with RCW Chapter 42.56 and what WTA's confidentiality limitations are.

WTA will not execute non-disclosure agreements.

## **Public Records Application to Documents of Vendor**

As a public contract, all records prepared, generated or used by a successful vendor or its agents, employees and subcontractors relating to the contract and associated work will be subject to being a "Public Record" under RCW Chapter 42.56. Proposer, if selected, shall maintain and retain all such records in a manner that is accessible and WTA shall have the right to review and inspect such records upon request, for a term of three (3) years following completion of the contract work. All

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<sup>5</sup> Washington State Constitution, Article VIII, Section 7

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records subject to a public disclosure request will be provided to a requester. WTA may only refrain from disclosing any record based upon an exemption that is applicable to WTA, and will not refrain from disclosing any record under an exemption that may be personal to the Proposer. Proposer will need to seek judicial approval to prevent such disclosure, at its expense. Proposer, if selected, shall insert this provision in all contracts with subcontractors or agents providing services relating to the contract.

## **PROPOSER CHECK LIST and FORMS**


By submitting a Proposal, Proposers agree to be bound by and adhere to all legal requirements and contract terms and conditions contained in this solicitation document.

WTA will not make any concessions for Proposers who are not completely familiar with the scope or contract requirements.

The following information, forms and documents contained in this solicitation shall be completed and submitted as the proposal document. Proposals not adhering to the provided directions may be disqualified as non-responsive.

- ☐ Proposal Confirmation and Cover Sheet
- ☐ Submission Response (review "Proposal Submission & Evaluation")
- ☐ Price Sheet

The below documents are embedded. It is the proposers responsibility to ensure they can access them, or contact the Procurement & Contracts Manager prior to proposal due date.

<b>Proposal Confirmation and Cover Sheet</b>	
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The terms and conditions provided below will govern the resulting contract along with this request for proposals.

<b>General Contract Terms &amp; Conditions</b>	
<b>Sample Agreement</b>	