



City of Bellevue Request for Proposals

Request for Proposals Information:		Submit Proposals to:	
RFP Number:	RFP # 11068	Physical Address:	City of Bellevue Service First Desk Attn: Contracting Services 450 110 th Ave NE Bellevue, WA 98004
RFP Title:	Hearing Examiner	Mailing Address:	City of Bellevue Service 1st Attn: Contracting Services PO Box 90012 Bellevue, WA 98009-9012
Date Issued:	March 8, 2011		
Contact Persons:	Myrna Basich		
Email Addresses:	MBasich@bellevuewa.gov		
Proposals Due:	March 18, 2011 @ 4:00pm		

General Information

- **NOTICE:** Notice is hereby given that proposals will be received by the City of Bellevue, Washington for **RFP # 11068 Hearing Examiner**, by filing with the City at the above location.
- **BACKGROUND:** The City of Bellevue was incorporated March 31, 1953 and functions under the Council/Manager form of government. The seven-member City Council is elected at large to four-year staggered terms; Council members elect one member to serve as Mayor for a two-year term. The City Manager is appointed by the Council as the chief executive officer of the City; the City Manager, in turn, appoints the City's eleven department directors. Bellevue's Operating, Special Purpose, and Capital Budgets total approximately \$1.2 billion for 2009-2010. The City employs 1,183 Full Time Equivalent positions, as well as contracting out a significant number of services.

The City has established a Hearing Examiner system, as authorized by State law. The Office of the Hearing Examiner plays a vital role in the City's review processes and its relationship with its citizens. The City has utilized a contract Examiner system since 1989.

The agreement resulting from the RFP is outlined under the contract section. Preference will be given to graduates of accredited law schools; however non-attorney respondents with substantial experience in the role of hearing examiner (five years or more) are encouraged to apply. Bar membership is not required. Full administrative/support services for the contract Examiners are provided by City of Bellevue staff.

- **PURPOSE:** The Hearing Examiner conducts quasi-judicial hearings on land use matters on behalf of the City Council, and makes decisions or recommendations supported by findings and conclusions. The Hearing Examiner also conducts other hearings as provided by statute, ordinance, or City Council or City Manager direction.

The City of Bellevue is soliciting requests for proposals for the purpose of contracting with qualified hearing examiners.

The successful respondents with whom the City contracts shall perform the duties of the Hearing Examiner as set forth in Bellevue City Code Chapter 3.68 as now or hereafter amended, together with such other Hearing Examiner services as may be provided by the Bellevue City Code and/or may be assigned from time to time by the City Council or the City Manager.

- **BRIEF SCOPE OF SERVICES:** The Hearing Examiner shall perform the duties of the Hearing Examiner set forth in Bellevue City Code Chapter 3.68, as now or hereafter amended, together with such other Hearing Examiner services as may be provided by the Bellevue City Code and/or assigned from time to



time by the City Council or City Manager, in accordance with the Rules/Procedures and Performance Guidelines set forth below. The City shall pay the Hearing Examiner for such services \$125.00 per hour.

The City of Bellevue will reimburse the Hearing Examiner for actual out of pocket expenses incurred in the conduct of the Examiner's duties, including mileage, parking, long distance telephone charges, facsimile transmission charges, and copying charges. All invoices shall set forth the basis of the charge and the matter or proceeding for which it was incurred.

The City shall provide administrative and other support services for the Examiner(s) through the Office of the Hearing Examiner. The Examiner(s) are not authorized to incur secretarial or other support service expense without the express prior written approval of the Assistant City Manager/City Clerk.

Rules & Procedures

1. Roles and Relationships:

a. Hearing Examiner. The Hearing Examiner is the hearing officer for the City. As such, the Examiner conducts hearings on such matters as are assigned by the Assistant City Manager/City Clerk, as the City Council's or City Manager's representative, through the Office of the Hearing Examiner. The Examiner is responsible for all aspects of each matter assigned from the time of assignment through its conclusion, and issues reports thereon in the form of a decision or recommendation, with findings of fact and conclusions supporting the decision/recommendation, as provided in Bellevue City Code Chapter 3.68 and the Hearing Examiner's Rules of Procedure as adopted by the City Council.

b. City Attorney. The City Attorney provides legal advice and assistance as requested by the Hearing Examiner. The City Attorney also advises the City Council and City Manager in regard to decisions/recommendations of the Examiner. The Deputy City Attorney and Assistant City Attorneys provide representation and advice to departments/employees that appear before the Examiner.

c. Assistant City Manager/City Clerk. The Assistant City Manager/City Clerk supervises the Office of the Hearing Examiner, assignments made to the individual Examiners, and through the Office of the Hearing Examiner, the scheduling of the Examiners' hearings and all proceedings before the City Council. The Assistant City Manager/City Clerk is responsible for managing the contract(s) with the Hearing Examiner(s) and reviewing the performance of the Examiner(s).

d. City Manager. The City Manager is responsible for the overall management of Hearing Examiner activity. The City Manager has delegated this responsibility to the Assistant City Manager/City Clerk. The City Manager may make assignments to the Hearing Examiner from time to time.

e. Department Directors. Department Directors and their staff members appear as parties and/or witnesses in Hearing Examiner proceedings.

2. Hearing Examiner Meetings:

The Hearing Examiner(s) will meet periodically with the Assistant City Manager, Department Directors, and/or management staff to discuss procedures, rules, problems, and any matters that may be of concern to the Examiner(s), the Council, the Directors, and/or staff.

3. Attendance at City Council Meetings:

The Hearing Examiner(s) will attend and participate when requested at City Council meetings when the Examiner's report and recommendation/decision are being considered by the City Council.



4. Rules of Procedure:

The Hearing Examiner(s) will from time to time review and make suggestions to the Assistant City Manager/City Clerk for modifications to the Hearing Examiner Rules of Procedure as the Examiner(s) feel(s) necessary.

5. Performance Guidelines

The following are the performance expectations for the Hearing Examiner(s). The performance of the Examiner(s) will be evaluated at least annually in accordance with the following guidelines and measures of effectiveness.

1. The logic of findings and conclusions and the reasoning of recommendations and decisions.
 2. The decorum, demeanor and effectiveness of the Examiner(s) in the management and conduct of the proceedings assigned.
 3. The efficiency, effectiveness and service demonstrated, including cost effectiveness, timeliness, and responsiveness.
 4. Preparation of reports, including format, clarity, comprehensibility, timeliness, thoroughness, completeness, grasp of and responsiveness to the issues presented, and familiarity with and application of applicable and relevant criteria, policies, regulations, and/or law.
- **DURATION:** The duration of this contract will be from April 1, 2011 to December 31, 2014.
 - **SUBMITTAL REQUIREMENTS:**
Responses to this RFP must include the following information:

Respondents considered must provide the specific information requested below in their proposal. To facilitate the evaluation process, proposals should be no longer than fifteen single sided pages, excluding sample reports, and should be organized according to the following subjects:

- 1) **Proposal Form** – Include a brief statement of your offer to the City to provide the requested services. The Proposal Form must be signed (see “Proposal Signatures” section below). In addition, this form shall also include any “Exceptions” to the RFP as described below.
- 2) **Education.** State name of school, year of graduation from college and any other post-secondary institutions, and degrees awarded, In case of a proposal being submitted by a law firm, provide the information for all attorneys anticipated to provide services to the City.
- 3) **Hearing Examiner Experience.** List, chronologically, your Hearing Examiner experience.

Specific experience with:

- 4) **Land Use Law.**
- 5) **Environmental Law**, including your experience with SEPA, NEPA, or similar environmental laws.
- 6) **Shoreline Laws**, including your experience with the Shoreline Management Act, or similar federal and state laws.
- 7) **Land Use Code and Other City Regulations relating to land use or development for the City of Bellevue and/or other municipalities.**
- 8) **Civil Violation** proceedings and **Code Enforcement.**



- 9) **Other Hearing Examiner or administrative law judge experience.** (i.e., tax appeals, local improvement districts, etc.) Please list any other experience you have had as a Hearing Examiner or administrative law judge.

For each area of experience, please list jurisdictions, types of cases, approximate numbers of cases, hearings conducted, and approximate dates/timeframes in which services were provided. Non-legal experience may be listed.

- A. A statement describing your view of the roles and duties of a Hearing Examiner in a municipal setting and your approach to conducting public hearings.
- B. Up to three Hearing Examiner's reports (recommendations or decisions) for hearings you have conducted, or other similar written report demonstrating similar experience.

Submittals shall be delivered in an envelope clearly marked with: **RFP # 11068 - Hearing Examiner** by the deadline listed above.

• **EVALUATION CRITERIA:**

Evaluations of submittal proposals will be based on the criteria listed below.

General qualifications:

- Education
- Background, training and experience in:
 - Land Use, Environmental and Shorelines Law
 - LID, Street, and other Assessment Law
 - Tax Law
 - Code Enforcement Law
 - Tax appeals, local improvement districts, and other administrative matters
- Background, training, and experience as Hearing Examiner
- Experience working in public sector

Conduct of public hearings:

- View of the role and duties of Hearing Examiner
- Approach to conducting public hearings
- View of the principles that lead to good public hearings
- Approach to participants in public hearings
- Definition of a "good result" in a contested matter coming before the Hearing Examiner

Decision making

- Thoroughness of decisions
- Clarity of decisions
- Ability to identify issues, facts and relevant rules
- Application of the rules and law to the facts.

• **RFP SCHEDULE:**

Event	Date
RFP Release	March 8, 2011
Vendor Questions (if any) Due by:	March 11, 2011
Responses to Vendor Questions posted on internet by:	March 14, 2011
Proposal Responses Due	March 18, 2011
New Contract in Place	April 1, 2011

- **QUESTIONS:** Questions regarding this project may be directed to the RFP coordinator **in writing via e-mail** to MBasich@bellevuewa.gov **no later than March 11, 2011.** Unauthorized contact regarding this RFP with other



City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Any questions will be answered in writing and posted on the City's website at www.bellevuewa.gov under "Find", "Bid Information", "Request for Proposals" **no later than March 18, 2011**. It is the responsibility of individuals/firms to check the website for any amendments or Q & A's to this RFP.

- **CODE OF CONDUCT POLICY**

- A. **Definitions**

- i. **Solicitations** –method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid; Invitation to Quote; Request for Proposals; Request for Qualifications; Request for Information; or any other method of obtaining competitive offers.
 - ii. **Blackout period** means the period between the time the solicitation is issued by the City and the time the City awards the contract.
 - iii. **Lobbying** means the attempt to persuade or influence any City employees, officials or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

- B. **Conduct of Participants:** After the issuance of any **solicitation**, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from **lobbying** any City employee, official or representative at any time during the **blackout period**;

- C. **Sanctions:** The City may reject the submittal of any bidder, proposer, contractor and/or consultant who violates the policy set forth herein.

- **REJECTION OF PROPOSALS:** The City reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of their Proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.
- **RFP ADDENDA:** The City reserves the right to change the RFP schedule or issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP. In the event that it becomes necessary to revise any part of this RFP, the City will issue the addenda on the City's website (www.bellevuewa.gov) under "Find", "Bid Information", then "Bids/Requests for Proposals/Requests for Qualifications". It is the Vendor's responsibility to confirm as to whether any addenda have been issued.
- **PROPOSAL MODIFICATION & CLARIFICATIONS:** The City reserves the right to request that any Vendor clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal. Modification of a proposal already received will be considered only if the modification is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.
- **EXCEPTIONS:** If Vendor(s) takes exception to any term or condition set forth in this proposal and/or the Sample Agreement and any of its Exhibits and Attachments (including Insurance Requirements), said exceptions must be clearly identified on the RFP Proposal Form. Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be submitted on the RFP Proposal Form under "Exceptions". Such exceptions shall be considered in the evaluation and award process. The City shall be the sole determiner of the acceptability of any exception.
- **PROPOSAL VALIDITY PERIOD:** Submission of a proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 10 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the Contract that is negotiated between the City and the successful Vendor.
- **RESPONSE FORMAT:** Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and



elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content, and adherence to the presentation structure required by the RFP. Vendor proposals must be submitted in the format specified below. Vendors that deviate from this format may be deemed non-responsive. Faxed proposals will not be accepted.

- **COMPLETENESS OF PROPOSAL:** The Vendor must submit a completed RFP Proposal Form (included in this RFP) signed by a Vendor representative authorized to bind the proposing company contractually.
- **PROPOSAL RESPONSE DATE AND LOCATION:** Proposals must be submitted no later than 4:00 p.m. on March 18, 2011. All proposals and accompanying documentation will become the property of the City and will not be returned. Vendors accept all risk of late delivery of mailed proposals regardless of fault.
- **PROPOSAL SIGNATURES:**
 - An authorized representative must sign proposals, with the Vendor's address, telephone and email information provided. Unsigned proposals may not be considered.
 - If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
 - If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
 - If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
 - The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.
- **CONTRACT NEGOTIATION:** The City reserves the right to negotiate with the highest ranked firm that, in the opinion of the City has submitted a proposal that is the "best value" to the City. In no event will the City be required to offer any modified terms to any other firm prior to entering into an agreement with a proposer and the City shall incur no liability to any proposer as a result of such negotiation or modifications. It is the intent of the City to ensure it has the flexibility it needs to arrive at a mutually acceptable agreement. Negotiations may include, but not be limited to, matters such as:
 - Contract details
 - Contract payment details
 - Service requirements
 - Minor changes to the scope of services
- **CONTRACT AWARD:** The City reserves the right to make an award without further discussion of the submittals. Therefore, the proposal should be initially submitted on the most favorable terms the Vendor can offer. The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the City.

A sample City contract is provided on the City's website at www.bellevuewa.gov. To view a PDF version of the sample contract document click on "Find | Bid Information | Contract Documents." It is expected that the Vendor will review this contract prior to submitting a proposal. The City typically does not accept changes to the Professional Services Contract terms and conditions. Should the Vendor wish to propose changes to the Contract terms and conditions, the desired changes must be identified in the Vendor's proposal. The City is under no obligation to accept such proposed changes, and may reject a Vendor's proposal based on proposed changes unacceptable to the City.

The general conditions and specification of the RFP and the successful Vendor's response, as amended by Contract between the City and the successful Vendor, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the City will verify Vendor



representations that appear in the proposal. Failure of a Vendor to perform services as represented may result in elimination of the Vendor from further competition or in Contract cancellation or termination.

Once the City and Vendor have reached an agreement on the scope of services, a final contract will be prepared by the City. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiations of the final Contract. If the selected Vendor fails to sign the Contract within ten (10) business days of delivery of the final Contract, the City may elect to negotiate a Contract with the next-highest ranked Vendor. The City shall not be bound, or in any way obligated, until both parties have executed a Contract. No party may incur any chargeable costs prior to the execution of the final Contract.

The City further reserves the right, at its sole option, to award more than one contract or split a contract among multiple Vendors, or use a contract different from the sample City contract.

- **EQUAL OPPORTUNITY EMPLOYMENT:** The successful vendor or vendors must comply with the City of Bellevue equal opportunity requirements. The City of Bellevue is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.
- **TITLE VI:** It is the City of Bellevue's policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its federally funded programs and activities.
- **INSURANCE REQUIREMENTS:** The selected Vendor or Vendors shall maintain insurance that is sufficient to protect the Vendor's business against all applicable risks, as set forth in the city's Standard Insurance Requirements **Attachment "B"**. Please review insurance requirements prior to submitting a statement of Proposal. If selected Vendor is unable to meet these standard requirements, please note current or proposed insurance coverages in submittal. Standard requirements may be negotiated if it is in the best interest of the city.
- **BUSINESS REGISTRATION AND TAXATION:** The vendor or vendors awarded the contract will be subject to City of Bellevue Business Registration and Business Taxation as presented in the Bellevue City Code. Questions about the City's Business and Occupation (B&O) tax should be directed to the City's Tax office at 425-452-6851.
- **NON-ENDORSEMENT:** As a result of the selection of a vendor to supply products and/or services to the City, vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.
- **NON-COLLUSION:** Submittal and signature of a proposal swears that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham offer, or to refrain from proposing.
- **OWNERSHIP OF DOCUMENTS:** Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.
- **CONFIDENTIALITY OF INFORMATION:** All information and data furnished to the Vendor by the City, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.
- **COMPLIANCE WITH LAWS AND REGULATIONS:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the vendor or vendors ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.



- **PUBLIC RECORDS:** Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the “documents”) become a public record upon submission to the city, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the city receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the city (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the city within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The city assumes no contractual obligation to enforce any exemption.
- **COOPERATIVE PURCHASING:** RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies that file an Interlocal Joint Purchasing Agreement with the City of Bellevue may also wish to procure the goods and/or services herein offered by the selected Vendor. The selected Vendor shall have the option of extending its offer to the City of Bellevue to other agencies for the same cost, terms and conditions.

The City of Bellevue does not accept any responsibility for agreements, contracts or purchase orders issued by other public agencies to the Vendor. Each public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency. The City of Bellevue accepts no responsibility for the performance of the Vendor in providing goods and/or services to other public agencies, nor any responsibility for the payment price to the Vendor for other public agency purchases.



Proposal Form

To : City of Bellevue

From: _____ Company Name
_____ Company Address
_____ City, State, Postal Code
_____ Telephone Number
_____ Email Address

1. Proposal:

2. Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the City's Request for Proposal.

Signed: _____

Dated: _____

Title: _____

ATTACHMENT "B"

INSURANCE REQUIREMENTS

No insurance is required for this Agreement as authorized by the City Risk Manager at the request of the originating City Department.