



Port of Tacoma
REQUEST FOR PROPOSALS
No. 071578
SOUTH HARBOR ELECTRIFICATION ROADMAP

Issued by
Port of Tacoma
One Sitcum Plaza
P.O. Box 1837
Tacoma, WA 98401-1837

RFP INFORMATION	
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Submittal Date	NOVEMBER 23, 2021 @ 2:00 PM (PST)

****PLEASE NOTE ONLY SUBMIT PROPOSALS
VIA MAIL OR COURIER-SEE ATTACHMENT A**

**ONLY CORRESPONDENCE CAN BE SUBMITTED BY E-MAIL TO THE
PROCUREMENT CONTACT LISTED ABOVE; INCLUDE "SOUTH HARBOR
ELECTRIFICATION ROADMAP" IN THE SUBJECT LINE.**

The Port of Tacoma & The Northwest Seaport Alliance
Request for Proposals (RFP) 071578

South Harbor Electrification Roadmap

The Port of Tacoma and The Northwest Seaport Alliance are soliciting proposals from interested, qualified firms to perform an energy infrastructure planning study called the South Harbor Electrification Roadmap (SHERM). The NWSA South Harbor Electrification Roadmap will be a flexible plan to deliver infrastructure upgrades that support zero emission operations at the NWSA's Tacoma Harbor facilities, working towards environmental goals to reduce greenhouse gas and air pollutant emissions and anticipating longer term commercial and policy drivers to transition to zero emission operations. The plan will consider a range of zero emission technology uptake scenarios across potential zero emission technology types, recognizing the strengths and limitations of each. The plan will be modular, identifying the upgrades needed at each facility to serve as a basis for future project assessment and decision making as well as providing a path forward towards decarbonization.

Any contract resulting from this RFP is subject to Commission/Managing Member approval. The Port/NWSA anticipates awarding two (2) contracts one for each agency. The resulting contracts will be for two (2) years with two one-year renewal options at the sole discretion of the Port/NWSA. The total anticipated budget for the two year term of project is \$300,000.00 inclusive of both contracts.

A. BACKGROUND

The NWSA is an operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the fifth-largest container gateway in North America. Regional marine cargo facilities also are a major center for bulk, breakbulk, project/heavy-lift cargoes, automobiles and trucks.

The NWSA is governed by the two ports as equal Managing Members, with each Managing Member consisting of the five commissioners in each port. Each port's commissioners are elected at large by the citizens of their respective counties.

To learn more about The Northwest Seaport Alliance, visit www.nwseaportalliance.com.

The Port of Tacoma is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. Created by Pierce County citizens in 1918, the Port of Tacoma has become one of the largest container ports in North America and one of the top 50 in the world. The Port of Tacoma manages a diverse set of business operations relating to maritime trade. The Port is governed by five elected Commissioners.

To learn more about the Port of Tacoma, visit www.portoftacoma.com.

The Port and The NWSA have set significant goals to reduce air pollutant and GHG emissions as part of the Northwest Ports Clean Air Strategy, which sets a vision to phase out emissions from seaport activities as soon as possible by 2050. In addition, the NWSA 2017 Greenhouse Gas Resolution sets a target of a 50% reduction by 2030. Meeting

these goals will require transitioning the energy used to power operations to low or zero carbon energy sources, as a vast majority of the energy consumed by port operations is presently in the form of diesel or other fossil fuels.

Electricity will be a key energy source in helping us meet our goals since in Tacoma, electricity is a very low carbon source of energy. The local utility, Tacoma Power, sources more than 90% of its electricity from hydropower and overall, their energy is 99% less carbon intense than diesel. In addition, electricity is cheaper on a per unit of energy basis than diesel and electric drivetrains require less maintenance and are more efficient than internal combustion drivetrains, indicating the potential for electric drive equipment to be a disruptive technology.

At present, battery costs, battery capacity (range), charging times, and economies of scale in production, among other factors, have kept battery-electric technology mostly in the early commercialization phase and prohibitively more expensive (without incentives) than diesel equipment in sectors like port terminal cargo handling equipment and over the road heavy duty trucks. In addition, significant infrastructure upgrades are required for wide spread adoption of electric equipment and vehicles.

Other technologies are also being developed in these sectors such as hydrogen fuel cell, electrofuels, biodiesel, renewable diesel, and renewable natural gas that could provide significant carbon emission reductions and that mitigate some of the operational constraints of battery electric equipment. In most cases, “the jury is still out” on which technology or suite of technologies will be favored in each industry sector.

Given the uncertainty around climate policy and the timelines for technology development, a flexible assessment of energy and infrastructure needs will allow the NWSA to fully assess the business case for electric equipment as technology progresses, allow the NWSA to proactively pursue external funding for infrastructure upgrades, better understand the potential of innovative energy solutions, and work more closely with the utility to understand distribution capacities and upgrade needs and costs, while providing the utility with better projections of future energy demand.

The Port’s and NWSA’s Standard Terms and Conditions are included with the Personal Services Contract Templates as Attachment B to this RFP. By submitting a Proposal, the Proposer represents that it has carefully read and agrees to be bound by the Standard Terms and Conditions. Identify during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the Port/NWSA’s best interests to adopt the alternative language.

Proposals submitted with altered or conditioned Terms and Conditions without prior written agreement from the Port/NWSA will be considered non-responsive and not considered for evaluation.

B. SCOPE OF SERVICES

In summary, the SHERM will be a holistic energy infrastructure planning effort to assess the infrastructure required to support shore power for vessels, zero emission cargo

handling equipment, drayage trucks, tugs, and light-duty vehicles. The study will inventory current energy use at key facilities and use a number of operational scenarios to project future energy use.

From these scenarios, necessary on terminal infrastructure investments will be identified. Planning level cost estimates for these upgrades will be developed, which can be used to evaluate the business case for prospective projects, prioritize infrastructure installations, and provide basis for funding applications.

Additionally, the SHERM will include a grid capacity analysis in consultation with Tacoma Power to understand if the grid can provide the power where and when we need and if not, what upgrades will be needed so that it can.

The study will also include an energy innovation analysis to provide recommendations on whether to incorporate innovative energy solutions such as microgrids, energy storage, and onsite energy generation. The goals of integrating these types of solutions will be to decrease costs, improve resiliency, and/or decrease carbon footprint.

The study will culminate in the development of a flexible strategy to make the high priority infrastructure investments identified earlier in the project. The modular nature of the planning work will allow the strategy to be flexible, to adapt to changing commercial drivers and tenant needs. If feasible, detailed cost estimates will be developed for projects that would be planned for the first five years to provide basis for grant applications and capital planning.

Geographic Scope:

The NWSA Electrification Roadmap will cover all marine terminal facilities and support facilities managed by NWSA and Port of Tacoma in the South Harbor. Please see the facilities guide attached for more detail. The facilities with more intense energy uses, such as the marine terminals, are the highest priority. At a minimum, container ship shore power, zero emission cargo handling equipment, and zero emission light duty vehicles will need to be considered at these large marine terminals. Electrification potential will need to be assessed at all the facilities as part of the study. One new charging location for electric assist tugs will be considered as well as charging and fueling for drayage (over the road) trucks as needed on port property. The facilities to be considered are:

- General Central Peninsula
 - Husky Terminal (Piers 3 and 4)
 - North Intermodal Yard (NIM)
 - East Sitzum Terminal
 - Terminal 7
 - Port of Tacoma Maintenance Building
- Washington United Terminals (WUT)
- Pierce County Terminal (PCT)

- Lot F Truck Queue facility
- West Sircum/Matson Terminal
- TOTE Terminal
- South Intermodal Yard (SIM) and Union Pacific Yard
- East Blair One Terminal (EB1)
- Blair Terminal
- Marshall Avenue Auto Facility
- Taylor Way Auto Facility
- West Hylebos Facility/Port of Tacoma Administration Building
- Fabulich Center (Security Fleet HQ)
- Earley Business Center
- Prologis Business Park
- Tacoma Grain Terminal
- Pony Yard
- GP Gypsum
- Other port owned commercial/industrial facilities as needed

Detailed Scope and Project Tasks:

1. Landscape analysis

Assess the landscape of zero emission policy, technology, and power resources.

- Set the stage with relevant port policies and strategic priorities.
- Summarize relevant government policies that could drive the need for zero emission equipment and/or help provide funding for zero emission equipment.
- Provide background on how other ports are planning for electrification.
- Summarize state of technology for electric and other zero emission cargo-handling equipment, drayage trucks, light duty vehicles, and tugs.
- Estimate the rate of adoption of zero emission technologies.
- Provide background on regional energy resources, highlighting whether there will be sufficient clean power available in future years given phase out of coal plants and potential impacts on hydro resources due to climate change.

2. Baseline Energy Use Assessment

Assess the existing energy use across port owned facilities.

- Compile an inventory of CHE, ships at berth, drayage trucks, other vehicles and nonroad engines at NWSA's South Harbor facilities, including metrics for estimating energy use. Collectively the NWSA and Port of Tacoma have most of the data needed for this step including:
 - Up to date cargo handling equipment fleet inventories for our marine terminals and port owned fleets
 - Truck gate call data
 - Port owned light duty fleet fuel use
 - Vessel call data

- Perform an inventory of electricity and natural gas use for port and tenant operated properties/facilities. Ideally, this would be done using data released directly by the utility with the permission of tenants. Tacoma Power is willing to help provide this data and will need guidance from the consultant on the type of interval data needed.
- Perform an inventory of refrigerated container (reefer) activity to understand the average and peak throughputs, number of grid connected reefer plug-in points, and the use of diesel generators to power reefers. Survey of terminal operators may be necessary for this task.
- Calculate total annual energy usage using the data above in a common unit (MWh) for all facilities.
- Estimate average and peak electrical demands at each site given the total energy usage and operational details.

3. Future Energy Demand Scenarios

Through engagement with the NWSA and tenants (coordinated with the Commercial team), develop energy demand scenarios based on reasonable projections of growth and technology development/integration over the short (0-5 years) medium term (5-10 years) and long term (10-30 years). The scenarios in aggregate should consider the case of fully electrified operations (high end), a reasonable estimate of low-end electrification and include a “business as usual” scenario.

- Factors that should be considered are, at a minimum:
 - i. Energy mix (electricity, hydrogen, diesel, renewable diesel, etc.)
 - ii. Operational profiles
 - iii. Space constraints
 - iv. Existing terminal configurations
 - v. Projected changes in terminal configuration such as densification and reconfiguration in consultation with the NWSA’s Commercial and Operations teams.
- At least 3-5 scenarios should be considered that bound possible future electrical energy demands at the NWSA’s South Harbor facilities, or more if needed.
- Consider best available information on technology trajectories to project adoption likelihood and timeframes.
- Consider operational needs to inform timing and speed (i.e. power draw) of charging.
- The scenarios should include peak demand and 24-hour load profiles at all facilities and for each existing utility substation service area including projections for short (5 year), medium (10 year), and long (30 year) time horizons.
- Include one location that supports charging for electric tugs and tug shore power.

4. Distribution Capacity Assessment

In collaboration with Tacoma Power, assess the distribution network capacity to meet scenario demands and identify any upgrades necessary to meet demands.

- Assess existing substation feeder capacity and loads.
- Determine key “tipping points” for port load growth above which major investments are needed (like substation and feeder upgrades).
- Identify the investments required for each demand scenario and estimate their cost. Consider “outside the box” solutions.
- With the utility, consider creative, collaborative ways to satisfy future energy demands.
- An interested firm should budget for any engineering time needed from the electric utility. The NWSA’s expectation is that the consultant would pay the utility directly for their staff time as required and be reimbursed through this contract. While the actual rate may vary somewhat depending on the staff engaged, a consultant should use \$100 per hour as an estimate for utility engineering staff time needed in their response to this RFP.

5. Innovative Energy Technologies Assessment

Analyze the efficacy of innovative technologies for energy systems that could decrease costs, improve resiliency, and/or decrease carbon footprint. Recommend if/where these elements should be integrated in to future development.

- This analysis should include but is not be limited to:
 - i. Microgrids
 - ii. Storage
 - iii. Onsite energy generation
 - iv. Onsite electrofuels production (hydrogen, ammonia, formic acid, etc.)
 - v. Capture of regenerative energy from ship-to-shore cranes
 - vi. Non-traditional infrastructure ownership models

6. On Terminal Investments Assessment

Assess the infrastructure needed on port terminals to get power from the fence line to its end use.

- Identify the infrastructure investments needed on port facilities for each energy demand scenario including but not limited to:
 - i. Ocean-going vessel shore power
 - ii. Electric cargo-handling equipment charging
 - iii. Zero emission truck charging
 - iv. Tug shore power and zero emission tug charging
 - v. Green hydrogen generation and fueling
 - vi. Energy innovation projects (i.e. storage, microgrids, generation, etc.)
- Develop high level cost estimates for infrastructure upgrades at each facility for each scenario. If feasible, break these estimates out by sector (i.e. shore power, CHE, light duty vehicles, etc.).

- This work should allow future implementation to pivot between scenarios based on technology progression, the policy landscape, and the funding landscape.

7. Energy Resilience Assessment

Assess how we would continue to operate if the grid goes down. Identify backup power resources needed to keep critical infrastructure functioning during disruptions.

- Summarize the historical frequency of service interruptions on the tideflats.
- Identify backup necessary backup power resources.
- Identify ways to design infrastructure that maximizes resiliency during grid disruptions.
- Consider design considerations given the potential challenges associated with sea-level rise and flooding.

8. Infrastructure Development Strategy

Create a flexible strategic plan for making infrastructure investments to support the transition to zero emissions.

- Include projected energy loads from the demand scenarios developed in Task 3.
- Identify key investments that will be needed on the utility side to meet the projected loads.
- Identify key investments on port property that will be needed to support future loads and end uses (i.e. charging, shore power, etc.)
- Identify ongoing inspection and maintenance needed and compare to a business as usual diesel baseline.
- Develop prioritization of investments, prioritizing investments at facilities where the near-term use is more certain and deprioritize facilities where there is more uncertainty. Allow for adaptive management of infrastructure development strategy based on customer needs, technology progression, the policy landscape, and the funding landscape.
- Perform detailed cost estimates including site exploration and preliminary design for high priority short-medium term (i.e. 5-10 year) projects. These cost estimates should be sufficient for inclusion in grant applications and capital planning
- From these cost estimates, build a plan of finance to deliver the infrastructure improvements.
- Develop a joint funding strategy with TPU for delivering utility side upgrades. Consider non-traditional utility-customer business models that can provide incentives.
- Identify workforce development requirements for this new infrastructure, i.e. new skills required to operate and maintain.
- Develop a funding strategy for delivering infrastructure upgrades needed on port property. Consider non-traditional utility-customer and port-tenant business models that could provide incentives, grants, and other mechanisms (like Low Carbon Fuel Standard credits).

9. Produce a report that contains the information detailed in the first 8 tasks and provide all data gathered as part of the project.

Schedule:

Our goal is to have the planning work completed by the end of 2022. The proposer should include a plan in their response for how this timeline can be met.

C. QUALIFICATIONS

A qualified consultant should demonstrate technical competence of the key individuals who will provide the requested services as detailed in the Scope of Work, including but not limited to the proposed project manager, planning facilitation leads, technical leads, major subconsultants, and the key staff from each firm who will provide services for this contract. As indicated in the scope, the services include significant technical and issues preparation and planning along with facilitation and regional planning with business, agencies and utilities. The desired competencies are:

1. Expertise and experience in planning and designing electrical infrastructure systems including, but not limited to utility grid distribution, on facility distribution, heavy-duty electric vehicle charging, marine shore power systems, energy storage systems, and renewable energy generation.
2. Expertise in the zero emission technology space; experience helping other entities plan for and/or deploy zero emission technologies.
3. Experience working with utilities.
4. Experience preparing projects for funding applications.
5. Expertise with energy innovation and the ability to come up with “out of the box” solutions to complex problems.
6. The ability to effectively and efficiently collaborate with a wide range of internal and external stakeholders.

D. DELIVERABLES

The deliverables are as follows:

1. A written summary of the landscape assessment (Task 1)
2. Current energy demand peaks and profiles for all facilities including all activities listed above. (Task 2)
3. Detailed description of all energy demand scenarios with short (0-5 year), medium (5-10 year), and long term (up to 30 year) with projected peak loads and load profiles by facility and substation service area. (Task 3)
4. Technical summary of the grid upgrades needed to satisfy the energy demand scenarios with estimated costs. (Task 4)
5. Technical summary of the on facility infrastructure upgrades needed by facility to satisfy the energy demands with cost estimates, including energy innovation recommendations. (Task 5 and 6)
6. A summary of energy resiliency recommendations. (Task 7)

7. An infrastructure development strategy to support the transition to zero emissions that incorporates the other deliverables and includes more detailed cost estimates of priority short term projects. (Task 8 and 9)

E. PROPOSAL ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing team (to include the prime, key team members and major sub-consultants) and the team's ability to meet the requirements and provide the requested services of this RFP. The written proposals should be prepared in the same sequential order of proposal criteria as outlined below.

Proposals are limited to twelve (12) pages (8 ½ by 11 inch) **excluding** the cover letter, compensation information and all attachments and appendices. All pages shall be in portrait orientation with 1 inch (1") margins. Font size shall be 11 point or larger. Proposals that do not follow this format may be rejected.

The cover letter shall include the RFP Title and Number, Name, Title, Email Address, Phone Number and current Address of the submitting firm's main contact and include the following information:

- Describe any claim submitted by any client against the prime firm within the past two years related to the professional services provided by the firm or its key personnel. For purposes of this request, "claim" means a sum of money in dispute in excess of 10% of the firm's fee for the services provided.
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.

Proposals are to address, and will be evaluated upon, the following criteria:

INITIAL EVALUATION PHASE

1. Qualifications & Experience..... 25 PTS

Identify the proposed team (to include working titles, degrees, certificates and licenses), demonstrate the team's experience in performing the requested services and describe how the team meets or exceeds the required qualifications.

Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

- The Port/NWSA will evaluate the experience, technical competence and qualifications of the Key Personnel identified, their project specific roles and responsibilities, and overall organization of the project team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.
- Include a list of recent contracts/projects in the last five years, to include a point of contact, contact information (phone and email), and brief description, for

services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.

2. Project Approach Narrative 40 PTS

Proposals should clearly outline the team's recommended approach and methodology for:

- Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the tasks required in the scope of services. Include a summary of innovative ideas and suggestions for enhancing the scope of services.
- Schedule and budget: Describe how the project team will manage the work to ensure that the project is completed on schedule and on time.
- Coordination & Communication: Provide a plan for communications and coordination between the project team, the Port's project manager and the various stakeholders.
- What risks that are beyond your control do you see in providing this service and how would you mitigate them?

3. Communications 10 PTS

The Port/NWSA will evaluate the team's ability to represent the NWSA, orally and in writing, to provide clear, concise, and accurate communications on NWSA property requirements.

- Provide two relevant sample documents showcasing your ability to both effectively communicate to external parties on the NWSA's behalf, and effectively communicate to NWSA representatives. (The sample documents shall be included in the appendix.)
 - Samples of external communications should be examples of the team's ability to write clear, concise, and accurate technical reports, briefing papers, strategic plans, or other technical documents.

4. Compensation 25 PTS

Present detailed information on the firm's proposed fee structure for all resources for the services proposed.

Compensation information MUST be provided separately from the proposal, in an individual PDF document.

All rates quoted shall be:

- a) **Fixed, fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);**
- b) Quoted in US Dollars;
- c) Full cost inclusive of sales tax and other government fees, taxes and charges; and
- d) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

NOTE: The Port/NWSA reserves the right to award a contract from the initial evaluation phase. If this right is not exercised, the NWSA will interview at least the top two (2) ranked firms and score the references and interviews as indicated below in the final evaluation phase.

FINAL EVALUATION PHASE (if applicable)

5. Interviews (as requested by the Port/NWSA)..... 100 PTS

If an award is not made based on the written evaluations alone, interviews may be conducted with at least the top two (2) ranked proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. Travel costs will not be reimbursed for the interview.

6. References (as requested by the Port/NWSA)..... 50 PTS

If an award is not made based on the written evaluations and interviews, reference checks may be performed on the selected firm. The NWSA may evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the proposal.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS FOR THE PORT & THE NWSA

ATTACHMENT C – RATE SHEET

ATTACHMENT D –TASK ORDER FORM

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	NOVEMBER 2, , 2021
Last Day To Submit Questions	NOVEMBER 15, 2021
Proposal packets due	NOVEMBER 23, 2021 @ 2:00 PM (PST)
Review/Shortlist*	DECEMBER 7, 2021
Interviews (if required)*	DECEMBER 16, 2021
Final Selection*	DECEMBER 20, 2021
Execute Contract*	JANUARY 1, 2022

*Dates are tentative.

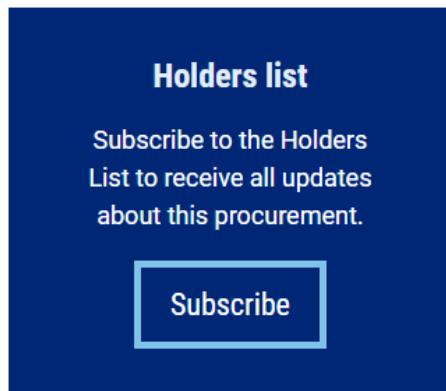
**Dependent on Commission approval.

All status updates on the above solicitation timeline will be announced on the [Port's website for this solicitation](#).

VENDOR OBLIGATION

Port of Tacoma's (Port) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Business'; 'Contracting'; 'Procurement'.

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holder's List.



By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

***Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.**

COMMUNICATION / INQUIRIES

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port, other than the Procurement Representative listed on the RFP may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department, procurement@portoftacoma.com (**Solicitation Name** in the subject line).

Proposers who may have questions about provisions of these documents are to email their questions by the date listed above. The Port will respond to all written questions submitted by this deadline.

ADDENDA

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the Port changes, revises, deletes, increases, or otherwise modifies the Solicitation, the Port will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

SUBMITTAL PROCESS

Hard Copy Submittal:

Submittal Requirements: One original (1), and three (3) copies of the response must be received no later than the date and time specified on the Procurement Schedule or as otherwise amended.

Physical Address (courier)	Mailing Address (For US Post Office mail)
Contracts and Purchasing Port of Tacoma 1 Sitcum Plaza Tacoma, WA 98421	Contracts and Purchasing Port of Tacoma P.O. Box 1837 Tacoma, Washington, 98401-1837

***Late proposals will not be accepted by the Port. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

An evaluation team, using the point method of award, will review each proposal and evaluate all responses received based upon the criteria listed herein. The Port may request clarifications or additional information, if needed. After the evaluation team individually scores each proposal, the scores are tallied and the firms are ranked based on the scores.

A selection may be made based on the proposals and initial evaluation criteria alone. Alternatively, the evaluation team may create a short list of the top ranked firms and invite the short-listed firms in for interview and/or check references. Scores for reference checks and interviews will be tallied and added to the short-listed firm's initial evaluation scores. Final selection will be based on the accumulative score.

The Port intends to select the Proposer who represents the best value to the Port.

The Port reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the Port may require. The Port reserves the right to reject any or all Proposals submitted as non-responsive or non-responsible.

Procedure When Only One Proposal is received

In the event that a single responsive proposal is received, the Proposer shall provide any additional data required by the Port to analyze the proposal. The Port reserves the right to reject such proposals for any reason.

GENERAL INFORMATION

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 Port.

COSTS BORNE BY PROPOSERS

All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firms.

PROTEST PROCESS

A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com.

Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within three (3), but no more than six (6) business days of the

Port's receipt of the last protest.) If no reply is received from the Port during the six (6) business-day period, the protest will be deemed rejected.

Waiver. Failure to comply with these protest procedures will render a protest waived.

Condition Precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Port of Tacoma encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

PUBLIC DISCLOSURE

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the Port and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Port by the stated deadline, the Port will release the requested portions of the proposal. By submitting a response the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port on account of actions taken under such procedure.

PERSONAL SERVICES AGREEMENT NO. 0715XX

PROJECT: South Harbor Electrification Roadmap

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Graham Vanderschelden **PROJECT NO.** 101500.01

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (hereinafter referred to as the "Port") and **xxCOMPANYxx** (hereinafter referred to as the "Consultant") for the furnishing of **South Harbor Electrification Roadmap** Personal Services (hereinafter referred to as the "Project").

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

Consultant will provide

DELIVERABLES

Deliverables will include:

COMPENSATION

This will be accomplished on a **task order basis** and will not exceed **\$000,000.00** without prior written approval from the Port.

Consultant is responsible for working within the budget as agreed. Should the Consultant incur costs beyond the not-to-exceed contract budget amount without an executed amendment to this contract, the Consultant is solely responsible for the additional costs.

All invoices shall be emailed to cpinvoices@portoftacoma.com or entered into the Port's project management software e-Builder®. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

Consultant agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment.

The length of this agreement is from **the date of execution** to **xxDATExx**.

This agreement is expressly conditioned upon the **Terms and Conditions** attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

AGREED

PORT OF TACOMA

CONSULTANT (LEGAL NAME)

By

Sharon Rothwell
Director, Contracts & Purchasing

Date

By

Name
Title

Date

Port of Tacoma Terms And Conditions

Personal Services Agreement

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

1. Key Personnel

The Consultant and/or its subconsultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the Port.

2. Relationship of the Parties

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

3. Conflicts of Interest

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

4. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service.

Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

5. Records and other Tangibles

The Port of Tacoma is a public entity and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56 and the Secretary of State's Local Government Common Records Retention Schedule (CORE) Version 3.3 (October 2016). Therefore, until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the models, programs, reports or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of models, programs, reports or other products prepared under this Agreement for promotional purposes shall require the Port's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use,

disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the Port.

7. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port.

8. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement.

9. Payment Schedule

Consultant shall submit detailed numbered invoices showing contract number, title of project, total authorized, total current invoice, balance of authorization, hours, hourly rate by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

10. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

11. Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this

Agreement, such commercial general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage and cyber-related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.

b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services. Consultant shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services. Consultant shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

12. Standard of Care

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

13. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement.

14. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any

party without prior written consent of the Port.

15. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Port may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination.

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Extent of Agreement

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant.

PERSONAL SERVICES AGREEMENT NO. 071578

PROJECT: South Harbor Electrification Roadmap

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Graham VanderSchelden **PROJECT NO.** 201117.01

THIS AGREEMENT is made and entered into by and between **The Northwest Seaport Alliance** (hereinafter referred to as the "NWSA") and **xxCOMPANYxx** (hereinafter referred to as the "Consultant") for the furnishing of NWSA **South Harbor Electrification Roadmap** Personal Services (hereinafter referred to as the "Project").

The NWSA and Consultant mutually agree as follows:

SCOPE OF WORK

Consultant will provide

DELIVERABLES

Deliverables will include:

COMPENSATION

This will be accomplished on a **task order basis** and will not exceed **\$000,000.00** without prior written approval from the NWSA.

Consultant is responsible for working within the budget as agreed. Should the Consultant incur costs beyond the not-to-exceed contract budget amount without an executed amendment to this contract, the Consultant is solely responsible for the additional costs.

All invoices shall be emailed to cpinvoices@portoftacoma.com or entered into the NWSA's project management software e-Builder®. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

Consultant agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment.

The length of this agreement is from **the date of execution** to **xxDATExx**.

This agreement is expressly conditioned upon the **Terms and Conditions** attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

AGREED

THE NORTHWEST SEAPORT

CONSULTANT (LEGAL NAME)

By

Sharon Rothwell
Director, Contracts & Purchasing

Date

By

Name
Title

Date

Northwest Seaport Alliance Terms and Conditions Personal Services Agreement

In consideration of the mutual covenants, obligations, and compensation to be paid by the NWSA to Consultant, it is agreed that:

1. Key Personnel

The Consultant and/or its subconsultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the NWSA, or unless such key personnel leave the employ of the Consultant and the informs the NWSA such key personnel no longer work for the Consultant.

2. Relationship of the Parties

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

3. Conflicts of Interest

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

4. Compliance with Laws

This Agreement shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial

proceeding for the endorsement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington. Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

5. Records and other Tangibles

The NWSA is a public entity and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56 and the Secretary of State's Local Government Common Records Retention Schedule (CORE) Version 3.3 (October 2016). Therefore, until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the NWSA upon termination of the Agreement or otherwise as requested by the NWSA.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The NWSA

has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the models, programs, reports or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of models, programs, reports or other products prepared under this Agreement for promotional purposes shall require the NWSA's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the NWSA.

7. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the NWSA, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the NWSA. The foregoing protections will not apply to information which: (i) is or becomes generally known to the public other than as a result of Consultant's breach of this Section 7; (ii) prior to Consultant's receipt from NWSA, was obtained by Consultant from a third party who is under no obligation of confidentiality with respect to such information; (iii) is developed by Consultant completely independent from the confidential information of NWSA; or (iv) is required by law or regulation to be disclosed, but

only to the extent and for the purpose of such required disclosure after providing NWSA with advance written notice if reasonably possible such that NWSA is afforded an opportunity to contest the disclosure or seek an appropriate protective order. Consultant shall have the burden of proving the existence of any of the exceptions described in this Subsection. The forgoing notwithstanding, the Consultant may not disclose any information gained as a result of this Agreement without the written consent of the NWSA.

8. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the NWSA shall pay Consultant as specified in the Agreement.

9. Payment Schedule

Consultant shall submit detailed numbered invoices showing contract number, description of work items being invoiced, title of project, total authorized, total current invoice, balance of authorization, hours, hourly rate by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

10. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

11. Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general and automobile liability

insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims or damages from bodily injury, including death, resulting there from as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them. Certificates of Insurance shall evidence:

- i. Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ii. Automobile Liability: ISO Form Number CA 00 01 covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident.
- iii. Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.
- iv. Stop Gap/Employers Liability Insurance shall be provided with a limit of not less than \$1,000,000 per claim.
- b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the NWSA, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or

omissions by the Consultant in the performance of the Consultant's professional services.

- c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the NWSA, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.
- d) All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VI or better. The Consultant shall be responsible for notifying the NWSA in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. The NWSA shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Additionally, except for Workers Compensation, waivers of subrogation shall be provided by endorsement to all policies.

12. Standard of Care

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

13. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement.

14. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the NWSA.

15. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the NWSA for cause when the NWSA deems continuation to

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The NWSA reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related

to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Extent of Agreement

This Agreement represents the entire and integrated understanding between the NWSA and Consultant and may be amended only by written instrument signed by both the NWSA and Consultant.

Attachment "C"

RATES**

**Consultant
South Harbor Electrification Roadmap
PSA No. 071578**

<u>Personnel</u>	<u>Hourly Rates</u>
Sr. Consultant 2	\$
Sr. Consultant 1	\$
Consultant 2	\$
Consultant 1	\$
	\$
	\$
	\$
	\$
<i>*Titles are for example only</i>	

Additional personnel are not authorized without prior written approval from the Port's Project Manager.

In order to compare costs provide estimated number project hours to complete Task 4 and 6

Provide estimated project hours and cost for each Category

Task No. 4 Distribution Capacity Assessment

Estimated Hours for the Task	Estimated Cost
	\$

Task No. 6 On Terminal Investments Assessment

Estimated Hours for the Task	Estimated Cost
	\$



TASK ORDER

Contract Number: _____

GL/Project Number: _____

Task Number: _____

Consultant Name: _____

Project Manager: _____

Scope of Work: Short description of project work goes here.

Estimated Time: _____

Rate Structure: Task / Day / Hour (circle one)

Rate: \$ _____

Project Estimate: \$ _____

Deliverables: List of all deliverables are to be listed here.

Revision? Yes / No (circle one) Date: _____

Consultant _____ Date _____

Approved By: _____

Project Manager _____ Date _____