



**PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 069733**

**Economic Impact Analysis for the
Port of Tacoma and the Port of Seattle**

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

RFP INFORMATION	
Contact:	Heather Shadko, Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 428-8697
Submittal Date	DECEMBER 5, 2013 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'ECONOMIC IMPACT ANALYSIS' IN THE SUBJECT LINE

PORT OF TACOMA
Request for Proposals (RFP) #069733
Economic Impact Analysis for the
Port of Tacoma and the Port of Seattle

The Port of Tacoma and the Port of Seattle are soliciting proposals from firms interested in conducting a comprehensive analysis of the economic impacts derived by the activities related to each port. The report would include individual sections that analyze the impacts of each port within its specific county, the Puget Sound region and the State of Washington. Additionally, a third section of the study would assess areas of shared economic impact in the Puget Sound region and the State of Washington. Specifically, the report would include sections that detail:

1. The economic impact of the Port of Tacoma within Pierce County, the Puget Sound region and the State of Washington.
2. The economic impact of the Port of Seattle within King County, the Puget Sound region and the State of Washington.
3. The areas (e.g. container business) of shared economic impact in the Puget Sound region and the State of Washington.
4. The economic impact of the State of Alaska on the Puget Sound region

The results of the economic impact analysis will be used in a variety of ways to advance the individual and shared work of each Port. The results of this study will serve as the foundation for communication with the general public, media and elected officials about the critical role of the Port of Seattle and the Port of Tacoma in our state's trade economy. Additionally, this information will inform business proposals, grant requests, and permit submissions, etc. so it is imperative that the methodology used in this study is transparent, sound and consistent with past studies. The methodology in this study must also reconcile and complement the methodology employed by other economic impact analysis studies conducted by port consultants and externally within the maritime sector.

A. BACKGROUND

BACKGROUND – Port of Tacoma:

The Port of Tacoma's Mission is: Deliver prosperity by connecting customers, cargo and community with the world.

The Port of Tacoma is one of the top 10 container ports in North America and handles more than \$34 billion of trade per year in containerized cargoes, RO/RO, bulk, breakbulk and heavy-lift cargoes. The Port encompasses about 2,400 acres of land. Facilities include marine terminals, on-dock rail yards, handling equipment, and industrial property with warehouses, docks and other amenities available to lease or develop.

As a special-purpose government, the Port's policies are set by a five-member elected Port Commission. The Port Commission selects a Chief Executive Officer to manage the Port's day-to-day operations. In 2012, the Port Commission approved a 10-year Strategic Plan that sets forth targets and measurements for future growth. Conducting periodic economic impact assessments is an integral tool to measure the Port's progress in executing the strategic plan and achieving its mission of delivering prosperity. The Port's most recent comprehensive economic analysis was based on 2004 data.

To learn more about the Port of Tacoma, visit <http://www.portoftacoma.com/>.

BACKGROUND – Port of Seattle:

Mission: The Port of Seattle is a public agency that creates jobs by advancing trade and commerce, promoting industrial growth, and stimulating economic development.

The Port is comprised of three operating divisions: Aviation, Seaport, and Real Estate.

The Aviation Division manages the Seattle-Tacoma International Airport, located on 2,800 acres sixteen miles south of downtown Seattle. The Port has invested approximately \$3.9 billion in capital improvements at the airport since 1999. Sea-Tac is the 15th largest U.S. airport as measured by total passengers and has relatively high originations and destinations traffic compared to other large airports.

Seaport facilities encompass approximately 1,200 acres of moorage and cargo-related facilities. The Seaport also owns a fully automated grain terminal and general purpose maritime facilities. The Seaport also operates two cruise vessel terminals with a total of three berths. In addition, the Seaport leases industrial property connected with these cruise, cargo, and factory trawler fishing businesses.

The Real Estate Division manages the Port's holdings in commercial real estate and other property for industrial development, recreational marinas, and the industrial fishing terminals that are the home port for the North Pacific factory trawler fishing fleet. This division also manages a numbers of parks and public access areas.

The Port's policies are set by a five-member Commission elected at large by the voters of County for four-year terms. The Port Commission appoints the Chief Executive Officer to manage the Port's day-to-day operations. In 2012, the Port Commission approved a 25-year Strategic Plan called the Century Agenda that sets forth targets and measurements for future growth. Conducting periodic economic impact assessments is an integral tool to measure the Port's progress in executing the strategic plan and achieving its mission of delivering prosperity. The Port's most recent comprehensive economic analysis was based on 2007 and 2008 data.

To learn more about the Port of Seattle, visit: <http://www.portseattle.org>

Background-Contract

The Port of Tacoma anticipates awarding one (1) contract. Contract effort will include a defined effort and additional related work may be added. This work will be more detailed oriented and address specific aspects of the generally defined scope of work. Additional work must be approved by the Port of Tacoma prior to work commencing

Proposals submitted and/or the selected Consultant(s) may be used for projects of similar type and scope at the sole discretion of the Port for up to one year. The initial period of performance will be for one (1) year, with one additional one (1) year renewal. The Port of Tacoma's Standard Terms and Conditions are included 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 Port's Standard Terms and Conditions.

SCOPE OF WORK:

The following list reflects data points for measurement that are required in the comprehensive economic impact analysis. The ports will seek feedback from the consultant on these, including the relative costs for capturing the information and their recommended prioritization. The ports are also interested in other key data points the consultant may believe are pertinent and important to include in such a study.

- Number of jobs related to each port's activities, reported by County, Region and State.
 - Differentiation of job types, numbers and average wages (e.g. industry sectors, permanent vs. construction).
- Return on Investment to Local, County and State
 - Determine statistic indicating \$1 taxpayers invest = \$ returns.
- Economic impacts per Line of Business
 - Economic impact per loaded container (import/export).
 - Jobs/revenue impact in terms of import, exports and aggregate (commodity shipped, commodity tons shipped).
 - Economic impact of the cargoes moving through each port to and from Alaska (annual \$ value).
- Origin and Destination
 - Capture the value/types of import/export cargo that flows through each port based on origin and destinations delineated within and outside the State of Washington.
- **Port of Tacoma:**
 - Economic impacts per acre of port-owned property
 - Market Values/Revenues: drawing from market analysis, develop comparables relevant to Port Real Estate and Commercial ventures: bare

- land lease rates for waterside and upland sites; lease rates for improved lands; improvement values based on site infrastructure and amenities (rail served, roadside access, waterside access, communications, utilities, etc.).
- o Development cost estimates (citing maritime development comparables).
- **Port of Seattle:**
 - o The study should analyze and document the economic impacts such as the direct, indirect and induced impacts of the Port in terms of jobs, business revenues, local purchases, personal earnings and state and local taxes. The study should also quantify the impacts associated with “users” of the Port’s facilities. Many businesses may not be “dependent” upon the Port of Seattle but they are regular users of its facilities and therefore accrue benefits because of the facilities. The study should also address the quality of jobs supported by Port related activities and include the economic sectors and commodity groups for each of the activities.
 - o The impacts should be presented for each of the Port’s three major operating divisions: Aviation, Seaport and Real Estate. Additionally, the Port is looking for a breakdown of the impacts for Marine Cargo Activity, Fishing Fleet Facilities, Recreational Boating Facilities, Maritime Passenger Facilities, Port-owned Industrial and Commercial Real Estate, On-site Activity at Sea-Tac Airport, and Visitors’ Activity via Sea-Tac Airport. We are also interested in the geographic distribution of the impacts by city and county for each of the operating divisions.

Communication Reference Points:

The ports seek guidance from a consultant in identifying statistics and other reference points for illuminating the data in the study in order to ensure this information can be readily utilized for public outreach, grant requests, etc. The RFP should contain examples of how the consultant has worked with other ports or organizations to identify and use highly leveraged data points.

SCHEDULE AND DELIVERABLES:

Fall 2013 Schedule:

- November 8, 2013: RFP issued
- December 2013: Consultant selection, determine study schedule and budget
- January 2014: Interlocal agreement approved, contract signed, study begins

Deliverables:

- **Comprehensive report** providing: data results, citations of studies/information used to compile the report, methodology used to determine the findings. Three sections: Port of Tacoma analysis, Port of Seattle analysis, and shared impacts analysis.
- **Executive Summary:** Key findings in the report and compelling statistics grounded in context, comparisons, and clear methodology.

- **Infographics/charts:** Key findings in the report conveyed through impactful charts and infographics for use in printed and electronic materials/presentations.

COST PROPOSAL:

Proposal for cost of project should include:

- Costs broken down by major sections of work (i.e. desired data) in order to increase or reduce the scope of the study.
- Cost to produce a comprehensive report and executive summary in a format comparable to the Port of Seattle's 2008 Economic Impact Study and Port of Tacoma's 2005 Economic analysis ([Economic Impact Study](#))
- Cost to produce a Report, Executive Summary, and presentation graphics comparable in style and format to the 2010 Economic Analysis for the University of Washington ([Economic Impact Study](#))

PROPOSAL ELEMENTS/EVALUATION CRITERIA:

Proposals should include the information outlined above, with particular emphasis placed on:

- Consultant recommendations for key data points.
- Past experience in working with public port authorities to conduct economic impact studies.
- Clearly defined breakdown of costs so scope of project may be increased or reduced accordingly.
- Demonstrated capabilities to identify and convey key data points in a compelling manner to various stakeholders.
- Packaging report findings in reports and presentation materials.

Proposals will be evaluated and scored using a point method of award. Points will be allocated accordingly.

1. 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: Outline the team's experience providing task order type services or completing the requested services within a stated schedule and describe how the team is able to respond to the Port's request for services.
- Coordination & Communication: Provide a plan for communications and coordination between the project team, the Port's project manager and the various stakeholders.

2. Qualifications & Experience..... 30 PTS

Identify the proposed team (to include working titles, degrees, certificates and licenses); demonstrate the team's experience in performing the requested services.

- The Port 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 in the Pacific Northwest region.
- Include a list of recent contracts/projects in the last three 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.
- Describe any claim submitted by any client against the 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.
- 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.

3. Compensation 30 PTS

Proposal for cost of project should include:

- Costs broken down by major sections of work (i.e. desired data) in order to increase or reduce the scope of the study.
- Cost to produce a comprehensive report and executive summary in a format comparable to the Port of Seattle's 2008 Economic Impact Study and Port of Tacoma's 2005 Economic Analysis ([Economic Impact Study](#))
- Cost to produce a Report, Executive Summary, and presentation graphics comparable in style and format to the 2010 Economic Analysis for the University of Washington ([Economic Impact Study](#))
- Provide a list of labor categories and a fully burdened hourly rate for each labor category

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

All rates quoted shall be:

- Quoted in US Dollars;
- Fully burdened rates inclusive of material costs, production costs, overhead, G&A, travel, sales tax and other government fees, taxes and charges
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

FINAL EVALUATION PHASE (if applicable)

4. Interviews (as requested by the Port)..... 100 PTS

If an award is not made based on the written evaluations alone, interviews will be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration.

5. References

Reference checks will be performed on the apparent selected vendor, if based directly on the proposals received or on shortlisted firms if interviews are being requested. The Port will evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks will also be utilized to validate information contained in the proposal.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – CONSULTANT TERMS AND CONDITIONS

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	NOVEMBER 8, 2013
Last Day To Submit Questions	NOVEMBER 18, 2013
Proposal packets due	DECEMBER 5, 2013 @ 2:00 PM (PST)
Short List Consultants*	DECEMBER 17, 2013
Interviews (if required)*	WEEK OF JANUARY 6, 2014
Final Selection*	JANUARY 11, 2014
Execute Contract*	JANUARY 2014

*Dates are tentative.

VENDOR OBLIGATION

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contract Opportunities'; 'Procurements'.

SUBSCRIBING TO THE HOLDER'S LIST

When viewing the details page for this procurement on the Port's Website ([click here](#)) 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 Heather Shadko, Contracts & Procurement Specialist, procurement@portoftacoma.com (Firm Name and 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.

The Port will respond to questions which do not alter the solicitation documents by issuing a Question and Answer.

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.

PRE-PROPOSAL CONFERENCE

The Port will not conduct a pre-proposal conference for this procurement. To obtain answers to any questions or for further clarifications, submit all questions as noted above.

SUBMITTAL PROCESS

Proposals must be received via email on or before the date and time outlined on the front page of this RFP. Send your electronic submittal to:

procurement@portoftacoma.com.

Name of Firm, RFP Title (Subject Line)

Please submit one electronic copy in Adobe Acrobat PDF format, including all appendices. Submittals need to be limited to **9 MB in total email size**. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

***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 days following the Proposal submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

An evaluation team 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 reference checks and interviews.

The Port intends to select the Proposer who represents the best value to the Port and begin the negotiation and award process based on the evaluated scores.

The selected Consultant will be invited to enter into contract negotiations with the Port. Should the Port and the selected firm(s) not reach a mutual agreement, the Port will terminate negotiations and move to the next highest ranked firm and proceed with negotiations.

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.

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.

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 Proposals. 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.



People. Partnership. Performance.

P.O. Box 1837
Tacoma, WA 98401-1837
www.portoftacoma.com

PERSONAL SERVICES AGREEMENT NO. **XXXXXX**

PROJECT: Title

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: PM

PROJECT NO. / GL ACCOUNT NO. #####

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 **xxTITLExx** Personal Services (hereinafter referred to as the "Project").

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will

DELIVERABLES

ASSUMPTIONS

COMPENSATION

This will be accomplished on **a time and materials** basis and will not exceed **\$00,000.00** 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 third party costs will be paid per paragraph 8 of the attached Terms and Conditions, at cost plus % markup. The hourly rates are as stated in Attachment "A".

All invoices shall be mailed "Attention: Contracts Department". Invoices may be emailed to cpinvoices@portoftacoma.com. 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 and Guidelines for Consultant Fees and Reimbursable Items** 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

Name
Title

Date

By

Date

Print Name

Title

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

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.

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. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. Consultant's expenses will be reimbursed at cost, subject to attached guidelines, with the exception of all third party costs which will be reimbursed at cost plus the negotiated percentage markup.

9. Payment Schedule

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, in accordance with the Port's "Guidelines for Consultant Fees and Reimbursable Items", 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 for 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.

- 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.
- 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.

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.

Port of Tacoma Guidelines for Consultant Fees and Reimbursable Items

General Considerations

These guidelines are intended to assist consultants in developing fee proposals; exceptions may be appropriate for the particular scope of work and should be specifically negotiated.

Rates and multipliers will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written change order.

No overtime rates of pay will be paid.

Hourly Rates And Expenses

The Port expects that the proposed hourly rates or multiplier of hourly rates include all routine overhead and internal expenses of the consultant. Inclusion of expenses in the hourly rate or multiplier reduces the amount of backup documentation required to support each invoice and expedites payment.

The Port expects that the proposed hourly rate includes the equipment, tools, software and supplies required to perform the work.

Hourly rates should be identified for all classifications anticipated to be itemized on the consultant's invoice.

Reimbursables

The Port will reimburse the following expenses at cost (**when appropriate backup is provided**):

1. Printing of review and final sets of deliverables; all deliverables shall also be provided on formatted disk at no additional charge.
2. Postage/shipping cost for deliverables

3. Film development
4. Mileage at current IRS rate
5. Long distance telephone charges
6. Computer disks

Project field supplies consumed in the work will be reimbursed at cost plus negotiated markup.

Unless specifically negotiated, **the Port will not separately reimburse the firm for routine overhead and internal expenses**, including:

1. Computer software or hardware usage
2. Graphics supplies or plotter use
3. Digital camera or batteries usage
4. Communications (except long distance) including: Cell phone rental; Fax transmissions; and routine postage or courier.
5. Routine reproduction or copying, except for deliverables (see reimbursables)

Lab Samples and Analysis

The unit price should include analytical costs. Sampling should be scheduled to ensure that results are received when required at normal turnaround rates. 24-hour or rush turnaround rates will be paid only when specifically requested by the Port. Lab services provided by a third party will be reimbursed at cost plus negotiated markup.

Subcontracted Services

When specifically negotiated with the Port, subcontracted services will be reimbursed at cost plus negotiated markup.

Invoice Format Guidelines

Invoices must be numbered in a format that shows the firm's unique sequential numbering system for invoicing.

Invoices should show description of work items being invoiced, work order number, Contract number, title of project, total authorized, total current invoice, balance of contract, individual's names and titles, hours at hourly rate, authorized expenses itemized with backup. When applicable, the invoice must show the percentage completion of each task within the scope of work. Payment will not exceed the percentage of work completed.

Attachment "A"

HOURLY RATES

**Consultant
Project Name**

PSA No. XXXXXX / Project No./GL Account No. XXXXXX

<u>Personnel</u>	<u>Hourly Rates</u>
------------------	---------------------

Sr. Consultant 2	\$
Sr. Consultant 1	\$
Consultant 2	\$
Consultant 1	\$
Project 2	\$

Reimbursable

Outside Lab services	Cost + Negotiated Markup
Subconsultants	Cost + Negotiated Markup
Mileage (all Vehicles)	Paid at the current IRS allowable mileage reimbursement rate

All other fees will be paid per the Port of Tacoma Terms & Conditions and Guidelines for Consultant Fees and Reimbursable Items.

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