



**PORT OF TACOMA
INVITATION TO BID (ITB)
No. 070594**

Electrical Equipment Testing and Maintenance

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

ITB INFORMATION	
Contact:	Heather Shadko, Procurement
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Phone:	253-428-8697
Submittal Date	DECEMBER 14, 2017 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND BIDS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'ELECTRICAL EQUIPMENT TESTING AND MAINTENANCE' IN
THE SUBJECT LINE

PORT OF TACOMA
INVITATION TO BID (ITB) #070594
Electrical Equipment Testing and Maintenance

The Port of Tacoma (Port) is soliciting offers from highly qualified firms interested in providing the following services on Port maintained electrical equipment: development and execution of a Port wide scheduled Preventative Maintenance Program based on the electrical inventories provided by the Port. The firm includes all key members whether from the prime consultant firm or subcontractors for all necessary project services.

A. BACKGROUND

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

The Port owns and operates 480V rated electrical systems and medium voltage electrical distribution systems (up to 15Kv) on its container yards and on its heavy and light industrial properties. The Port values electrical reliability and safety for its customers, tenants and labor forces. Preventative Maintenance prevents larger electrical problems, and increases electrical distribution reliability. This is aimed at increasing tenant satisfaction and to retain business in a highly competitive industry.

The Port anticipates awarding a single contract to the selected vendor. The period of performance of the contract is two (2) years, with an option to extend for three (3) additional one-year terms. Any contract awarded from this bid is subject to Port of Tacoma Commission approval.

NOTE: This solicitation and any resulting contract does not contemplate the use of the art of engineering. If the successful firm deems the art of engineering is necessary to accomplish certain aspects of work, such work will be done by a qualified engineer licensed to practice the art of engineering in the state of Washington in accordance with RCW 18.43.

The Port's Standard Terms and Conditions are included as Attachment B to this ITB. By submitting an offer, the Bidder represents that it has carefully read and agrees to be bound by the Port's 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's best interests to adopt the alternative language.

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

Port of Tacoma reserves the right to reject any and all bids, to waive any informality in bids and to accept any item in the bid.

All questions and blanks in this bid must be completed in full for valid bid response.

VENDOR INFORMATION & SIGNATURE:

Signature

Date

Printed Name and Title

Address

Phone Number: _____ Email Address: _____

UBI No: _____

Complete the tax status information for one of the following business entity types. **Individual or Corporate name must match exactly as registered with either Social Security Administration or Internal Revenue Service.**

Identification of Vendor as a sole proprietor, a partnership, a joint venture, a corporation or another described form of legal entity:

Federal Tax ID# (EIN or SSN – as applicable): _____

PLEASE NOTE: Proposals shall be signed by the person or persons having authority to sign them. If a bidder is a corporation the proposal shall be signed on behalf of the corporation by such an authorized person.

All questions and blanks in this bid must be completed in full for valid bid response.
SUBMIT THIS FORM WITH THE BID FORM AT TIME OF BID OPENING

B. SCOPE OF SERVICES:

The objective of the project is to strengthen the reliability of the Port's electrical distribution system through electrical preventative maintenance. This will help create and maintain a safe work environment; reduce the impact on Port's customers by having the capability to check equipment and facilitate repairs prior to failure. Task orders would be issued for each individual bid item shown in the bid list. The estimated hours are provided as a basis for the bid. The actual work will be done on time and materials at the rate established by the successful bidder. The scope of the overall project includes, but is not limited to:

- Validate electrical inventory and fill in any gaps.
- Develop a preventive maintenance program and schedule for all Port maintained electrical equipment from 480V rated up to 15KV medium voltage. The PM program should be specific for each facility and document inventory condition and testing recurrence interval. This includes switchgear, circuit breakers, cables, pad mount oil filled transformers, dry type transformers, protective relays, power factor correction units, yard lighting circuits including visual inspections, cleaning, exercising circuit breakers, vacuum breakers, switches, and contacts based on the updated inventory. Deliverable includes a draft and final report for each facility.
- Perform infrared scans, megger testing and testing transformer oil with interpretation, recommendation and estimated costs of repair. Testing would be performed by a qualified testing agency to NETA and/or Equipment Manufactures standards.
- Identify and recommend improvements/code compliance upgrades to better serve our tenants, create a safe work environment and facilitate maintenance.
- Deliver testing reports that show test results, conditions, and repair recommendations.
- Any other support or management required to meet the project's goals and intent.

PROJECT SCHEDULE

The following schedule milestones have been identified for the electrical distribution systems:

Milestone:	Date:
Contract Execution	December 2017
Develop Preventative Maintenance Plan	January 2018
Execute plan -2 sites per 3 months	Jan 2018 – Dec 2019

D. ITB ELEMENTS & EVALUATION CRITERIA:

Offers should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the firm's/team's abilities to meet the requirement of this ITB. Emphasis will be on completeness of content. The written offers should be prepared in the sequential order as outlined below.

Proposals are limited to **8 numbered pages** (8 ½ by 11 inch) **excluding** the cover letter and all appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. Offers that do not follow this format will not be reviewed.

The cover letter shall include the ITB title and number as well as the name, title, email address, phone number and address of the proposing team's main contact and include the following information:

- Describe any claim submitted by any client against the firm within the past two years related to the 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 5% 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.

Bid Requirements

1. Qualifications & Experience

- Provide a summary of proposing team's services, experience and expertise related to the elements described in the scope of services and more specifically with the following scope elements:
 - Licensed Electrical Contractor / Approved State of Washington Accredited Testing agent / NETA Accredited Testing Agent defined by NETA/IEEE ETT-2000
 - Experience in providing other services identified in Section B, Scope of Work Tasks.

- Provide a list of references for recent contracts/projects, to include a client point of contact name and title, contact information (phone and email), period of performance, key personnel involved, and brief description of services relevant to the services being requested. Only projects completed by proposed key team members will be considered. The references for relevant projects shall be similar in scope to this bid.
- A list of company owned or available test equipment should be submitted with the bid packet. Equipment that can be obtained within two (2) hours is considered as available. Vendors who do not possess the required equipment or have the required equipment available to perform the tests and repairs may be rejected as non-responsive.

2. Project Schedule

- Describe the team's availability, capacity and ability to undertake the work immediately and dedicate the necessary personnel and resources to meet the anticipated schedule.

3. Compensation

Present detailed information on the firm's cost for providing the services requested for per the attached bid sheet.

All rates and costs/fees quoted shall be:

- **Fully burdened, including, but not limited to, administrative overhead and all direct/indirect expenses. All labor, tools, and safety gear to perform the work shall be included in the bid prices.**
- Quoted in US Dollars,
- Full cost inclusive of sales tax and other government fees, taxes and charges, and
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.
- All costs associated with testing plan, safety planning, or outage planning shall be included in unit bidding pricing. The Port electricians will assist with lock and tag out and the Port project manager will assist on coordinating work windows with the tenant.

4. BID Sheet

Item No.	Estimated Quantities (Hours)	Description	Unit Price Per Hour	Total
1.	120	West Sitcum Terminal		
2.	80	Auto Warehouse		
3.	80	Blair		
4.	120	EB1 Substations		
5.	80	Earley Business Center		
6.	120	Terminal 3 and 4 (Husky) Substation		
7.	40	Lot E Substation		
8.	40	Maintenance Building Substation		
9.	120	East Sitcum OCT Substation		
10.	120	Pier 3 North Substation		
11.	80	Pier 3 Tower 3 Substation		
12.	80	Pier 7 Substation		
13.	80	Tote Substation		
14.	40	Trident Substation		
15.	120	WUT Substation		

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B –TERMS AND CONDITIONS

ATTACHMENT C – EQUIPMENT LIST

ATTACHMENT C EQUIPMENT LIST

The following is a list of currently owned Port of Tacoma equipment that we intend to have tested on a three year rotating basis. Equipment may be added and/or interval schedule changes may be made as needed throughout the life of the resulting contract.

West Sitcum TERMINAL :

Main Asset #	Sub-asset #	Description	Components	Quantity
8328		Substation #1	1200A 4160V Crane Power Toshiba VK-6 32	1
	12348	Service Distribution Panel GE 480/277V	600A	4
			225A	1
			125A	1
			3000A Main THPC 3630ET1	1
	12349	ShorePower Panel 480V GE	800A THPR 3608BET1	2
	12350	PierPower Distribution Panel 480/277V GE	100A THLC1234100	15
			1600A Main THPR3616ET1	1
			50A THPR3605ET1	1
			125A THPR36125ET1	1
	12351	Reefer Receptacle Panel 480V GE	2500A TP2525SS	1
			700A TB83F	3
			600A TB63F	1
			225A	1
			50A TB13100BWE09	1
12353		Substation #2		
	12354	Switchboard #1 GE 480/277V	2500A TP252TTR 147095	1

			800A SKHH36AT0800	4
	12355	Switchboard #2 GE 480/277V	2500A TP252TTR 147095	1
			800A SKHH36AT0800	4
	12356	Switchboard #3 GE 480/277V	2500A TP252TTR 147095	1
			800A SKHH36AT0800	4
	12357	Switchboard #4 GE 480/277V	2500A TP252TTR 147095	1
			30A SFLA36AT0030	2
			125A SFLA36AT0250	3
			400A SGHH36AT0400	4
			800A SKHH36AT0800	2
	N/A	15KVA Dry Transformer		1
8319		Substation #3		
	12352	Panel GE 480/277V Installed 1985; Inspected 1987	2000A Main THPC3620ET1	2
			1600A THPR3616BET1	1
			400A TB43F	2
			300A TB33F	1
			350A TB353F	1
			250A TB253F	1
			600A TB63F	1
			70A TB13070BWEE09	1
			50A TB13050BWE09	1
	N/A	Panel 277V Lighting	80A THED13080	1
			60A THED13060	4
			90A THED13090	1
			30A THED13030	2
			Oil Filled Transformer 13.8KV/480V (No Markings)	2
8300		North Substation 2145470090030001		

	12358	North Substation 2145470090030001		1
	12359	Panel M1 SquareD 480/277V	100A FJ34100	6
			125A KH3125	1
			60A FJA34060	2
			50A FJA34050	2
			30A FJA34030	1
	12360	Panel L2 SquareD 480/277V Mh26WP	20A EGB1420	14
	12361	Panel 2 GE 480/277V	15A TED	4
	N/A	Disconnect Feeds M1	600A SquareD	1
	N/A	50KVA Dry Transformer Tierney AC1508T13E-PM		1

AWC STATION:

Main Asset #	Sub-asset #	Description	Components	Quantity
12371		AWC Substations		
	12372	2810 A2 Switchboard	3000A 480V GE POWER BREAK TYPE TR30B	1
			Transient Voltage Suppresion System	1
			800A Type SRPK 800A	2
			400A Type SRPG 400A	3
			200A Type SRPF 250A	1
			100A Type SRPE 100A	1
			60A Type SPPE 60A	1
		Panel 4S1	GE type A series 480/277V 3 Phase panelboard	1
			400A 3 Pole Main	1
			100A 3 Phase	5
			15A single pole	1
	12373	2810 B1 SEDB2	2000A 480V GE Power Break II Type TR20B	1
			400A Type SRPG 400A	3

			200A Type SRPF 250A	3
			100A Type SRPE 100A	1
			80A Type SRPE 100A	1
			30A Type SRPE 30A	1
		Panel 4S2	GE Type A series 480/277V 3 Phase Panelboard	1
			400A 3 pole Main	1
			100A 3 Pole	8
			15A 2 Pole	1
	12374	Panel 4CF	GE 75KVA 480-208/120V 3 Phase Transformer	1
			GE Type A series 480/277V 3 Phase Panelboard	1
			100A Main 40A 2 pole	1
			20A Single Pole	2
			15KVA 480-240/120V Single Phase Transformer	1

BLAIR SUBSTATION:

Main Asset #	Sub-asset #	Description	Components	Quantity
11237		Blair Substation		
	12321	Panel BB4L SquareD NF 1179830150010001 480/277V	200A Main	1
			80A EGB34080	1
			40A EGB34040	3
			50A EGB34050	1
			30A EGB34050	6
			20A EGB24020	2
			20A EGB14020	2

EB1 SUBSTATIONS (NORTH AND SOUTH):

Main Asset #	Sub-asset #	Description:	Components:	Quantity
10756	EB1 North Substation			
	12324	N/A	Port Of Tacoma - T1 Transformer Howard Industries 13.8KV/480-277V CAT# 9185-435445-085	1
			1200A 13.8KV Cuttler Hammer Type: 150VCP-W500 Style: 4A35142G20	13
	12325	Panel 4EBP1 Siemens 480/277V CAT# P4E90HP600GTS	600A Main	1
			200A	1
			100A	4
			100A	1
			60A	2
			20A	1
			30A	1
12327	EB1 South Substation		Dry Transformer 30KVA 480/208V 120V	1
	12328	Panel 4EBP3 C/H 480/227V	50A Main	1

EARLEY BUSINESS CENTER SUBSTATION:

Main Asset #	Sub-asset #	Description	Components	Quantity
09411		EBC Substation #2		
	N/A	SquareD 480/277V	4000A Main	1
			1000A MHL361000	3
			800A MHL36800	4
			400A	1

Terminal 3 and 4 (HUSKY) SUBSTATION

Main Asset #	Sub-asset #	Description:	Components:	Quantity
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10423		Husky Substation #4 (Next to building 5)		
	12364	Switchboard #1 Siemens Cat# SB SO. 19-83753-A10 480/277V 2000A Buss	2000A Main	1
			225A	21
			600A	1
			400A	1
			800A	1
	12365	Switchboard 4R SquareD 12212055380030001	800A Main MJ800	1
			200A JJA36200	15
			30A FA34030	1
	12366	Switchboard #2 Siemens Cat# SB So 19-26184-A10 480/277V 2000A Buss	2000A Main SBA200	1
			225A	33
			125A	2
			UNKNOWN A	1
			400A	1
			75KVA Dry Transformer Teirney AC175-8T13H-PM	
8431		Husky Substation #3		
	12367	Switchboard #1 Siemens 480/227V	1600A	1
			20A	3
			50A	1
			70A	1
			60A	2
			100A	3
			200A	4
			400A	1
12368		Yard Lighting Substation (NW corner of Husky Yard)		
	12369	Panel 4BR - NF12200254820100001 480/277V	400A Main	1
			100A EDB34100	4
			20A EDB24020	5
			20A EDB14020	4
			60A EDB34060	1

			70A EDB34070	2
			30A EDB34030	1
			SquareD 45KVA Transformer Dry 45T3HFSS	1

LOT E SUBSTATION

Main Asset #	Sub-asset #	Description	Components	Quantity
10111	12370	Lot E Substation	GE Panel AEF3302BTX	1
			225A Main 3/P	1
			100A 3/P	4
			60A 3/P	1
			20A 1/P	1
			20A 3/P	1
			Dry Transformer 25KVA GE 9T03B5509	1

MAINTENANCE BUILDING SUBSTATION

Main Asset #	Sub-asset #	Description:	Components:	Quantity
08931	12338	Power Distribution Switch #5 SquareD 480V	600A	2
			400A	2
	12339	Panel P1 SquareD 480V 600A Buss 5092-6	30A FA36030	14
			60A FA36060	6
			70A FA36070	1
			20A FA36020	1
	12340	Panel P2 SquareD NEHB	20A 1/P	21
			30A 3/P	2
	12341	Panel A SquareD 480V 3274-4	30A FA34030	6
			60A FA34060	6
			50A FA34050	1
			100A FA34100	1
	12342	Stradline Panel SquareD 800A Buss 2364-8	100A FA24100BC	10
			30A FA36030	2
	N/A	East Stradline Panel Disconnect	300A 3/P SquareD	1
	N/A	Intermodal Yard Lights Main Breaker	100A 3/P SquareD	1

East Sitcum (OCT) SUBSTATION

Main Asset #	Sub-asset #	Description:	Components:	Quantity
8731		OCT Gatehouse Substation	Dry Transformer Tierney 480-208/120V 112.5KVA PMNV3112-8T18H-SCB	
	12343	Panel SquareD 480/277V 49-92363-1	200A Main KA36200	1
			30A FA34030	7
			100A FH36100	3
			60A FA34060	1
	N/A	Transformer Disconnect 480V SquareD	150A KA63150	1

PIER 3 NORTH SUBSTATION

Main Asset #	Sub-asset #	Description:	Components:	Quantity
06301	12375	NW corner of Pier 3	VMT1 Transformer 500KVA 13.8KV - 480/277V	1
			VMT2 Transformer 2500KVA 13.8KV:4160V	1
			VMT3 Transformer 2500KVA 13.8KV:4160V	1
			15KVA breakers Siemens B1 30101411-100-12-07 type 15-GMSG-0040-1200-104 13.8KV	15
	N/A	Panel 4P1	600A Main	1
			100A	10
			20A	4
			30A	1

PIER 3 TOWER 3 SUBSTATION

Main Asset #	Sub-asset #	Description:	Components:	Quantity
8418		Tower 3 Substation		
	12362	Panel A SquareD 2365-2N 480/277V 225A Buss	60A FH36060	2
			100A FH36100	5
			20A FH36020	1
	12363	Shore Power Panel Siemens 480/277V CDP-6 S/N 19-89586-01	600A Main	1
			30A	1
			100A	7
			50A	1
			Unknown (225A?)	1
	N/A	T4 Transformer ABB No Markings		1

PIER 7 SUBSTATION

Main Asset #	Sub-asset #	Description:	Components:	Quantity
08734		Pier 7 Marine Tower Substation	750KVA Transformer 4160/480	1
	12329	Panel 480/277V	100A	11
			1200A	1
			400A	3
			50A	2

TOTE SUBSTATION

Main Asset #	Sub-asset #	Description:	Components:	Quantity
09613		Tote North Substation		
	12335	Switch Gear Federal Pacific 13.8KV PSE-9-442220AS7-C-K-3-200 SER J9037-02	N/A	1
	12336	Switchboard #1 SquareD 480/277V CAT# 47-30816-1 1200A BUS	1200A Main PEG 12	1
			400A LA36400	2
			600A	1
			800A	1
			225A KH36225	2
			30A	5
			60A	1
			100A	1
	12337	Switchboard #1A RSE-sierra 480/277V Gen Transfer Switch	1200A Main SBS1200	1
			1200A Main SBS1200	2
			120A	3
09610		TOTE South Substation		
	12331	Switchboard #1 SquareD 208/120V 32-56-8	150A Main	1
			20A	16
			30A	3
			90A	1
			100A	1
	12332	Switchboard #2 SquareD 480/277V 47-30816-2	2000A Main	1
			60A	52
	12333	Switchboard #3 SquareD 480/277V 47-30816-3	2000A Main PEG 20	1
			60A	48
			300A LC36300	1
			800A MH36800	1
	12334	Switchboard #4 SquareD 480/277V 47-30816-4	300A Main	1

			15A FA36015	1
			20A FA36020	1
			30A FA36030	2
			50A FA36050	5
			60A FA36060	1
			80A FA36060	1
			100A FA36100	1
			175A FA36175	1
	N/A	Shore Power Transformer SquareD 13.8KV Pri/6600 Sec 3750/4200 KNAN 27432556-002-01 SE33401-001	N/A	1
		Shore Power Transformer SquareD 13.8KV Pri/6600 Sec 3750/4200 KNAN 27432556-002-01 SE33401-001	N/A	1
	N/A	Capacitor Bank PFCS Northwest Power Systems 1200 KVAR 21S0825	N/A	1

TRIDENT SUBSTATION

Main Asset #	Sub-asset #	Description:	Components:	Quantity
10229		Substation 1		
	12317	Panel Challenger Electrical Equipment 480/277V G.O. #VSXA40275	3000A Main	1
			400A CKT3400T	1
			200A CJ3200T	14
			60A	1
			50A	2
10425		Substation 2		
	12318	Panel Challenger Electrical Equipment 480/277V G.O. #VSXA40275	3000A Main	1
			200A	13
			400A	1
			60A	3
			100A	1
10228		Substation 3		

12319	12316	Panel Industrial Electrical Equipment 480/277V 031960-001	4000A Main CH SPB100	1
			400A CH CKD400	26
		Substation 4 37739954-001		
	12320	Panel SquareD 480/277V	1200A Main	1
			800A PJ800	1
			400A LJ400	1

WUT (Washington United Terminal):

Main Asset #	Sub-asset #	Description:	Components:	Quantity
8620		WUT Terminal Substations		
	12344	Substation #1 North End Siemens 480/277V	1200A Main	1
			800A	1
			400A	1
			400A	4
			100A	7
			20A	2
			600A	1
	12345	Substation #2 Siemens 480V	200A	26
			100A	4
			20A	4
			2000A	1
	12346	Substation #3 Siemens 480/277V	2000A	1
			100A	16
			200A	22
	12347	Substation #4 South End Crane Feed	4160V	1
			1200A	9
		Substation #4 Panel 1 480/277V	600A	3
			1600A	1

			200A	17
			20A	1
			40A	1
			60A	1
		Panel 2 480/277V	4000A	1
			200A	52
			800A	1
			Oil Filled Transformer 2550K	1
			Oil Filled Transformer 150K	1

BID PROCESS

SOLICITATION TIMELINE:

Issuance of ITB	DECEMBER 1, 2017, 2017
Last Day To Submit Questions	DECEMBER 7, 2017
Bid packets due	DECEMBER 14, 2017 @2:00 PM (PST)
Execute Contract*	DECEMBER 20, 2017*

*Dates are tentative.

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

VENDOR OBLIGATION

The 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 'Contracts'; 'Procurements'.

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 / INQUIRES

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).

Bidders 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

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

procurement@Portoftacoma.com.
Name of Firm, ITB Title (Subject Line)

Please submit bid, including all appendices and compensation in separate Adobe Acrobat PDF format. 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 bids will not be accepted by the Port. Bids received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

All bids submitted shall be valid and binding on the submitting firm for a period of ninety days following the bid 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.

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.

Procedure When Only One Bid is received

In the event that a single responsive bid 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 bids 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.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Norethwest SeaPort Alliance 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

Bids 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 Bids. 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.

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.

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, labor categories, hours, and 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 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.

All questions and blanks in this bid must be completed in full for valid bid response.

VENDOR INFORMATION & SIGNATURE:

Signature

Date

Printed Name and Title

Address

Phone Number:

Email Address:

UBI No:

Complete the tax status information for one of the following business entity types. Individual or Corporate name must match exactly as registered with either Social Security Administration or Internal Revenue Service.

Identification of Vendor as a sole proprietor, a partnership, a joint venture, a corporation or another described form of legal entity:

Federal Tax ID# (EIN or SSN – as applicable):

PLEASE NOTE: Proposals shall be signed by the person or persons having authority to sign them. If a bidder is a corporation the proposal shall be signed on behalf of the corporation by such an authorized person.

All questions and blanks in this bid must be completed in full for valid bid response.

SUBMIT THIS FORM WITH THE BID FORM AT TIME OF BID OPENING