



**PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 070988**

Entry and Exit Control System Assessment

Issued by
Port of Tacoma
One Sitcum 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	NOVEMBER 22, 2018 @ 2:00 PM (PST)

**PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'ENTRY AND EXIT SYSTEM ASSESSMENT' IN THE SUBJECT
LINE**

PORT OF TACOMA
Request for Proposals (RFP) 070988
Entry and Exit Control System Assessment

The Port of Tacoma (Port) is seeking a security consulting and design firm interested in assessing the Port's current access, entry and exit management system then designing and recommending a new, cost-effective system, and documenting a procedure once the recommend and designed system is implemented. The Port needs cost effective ways to secure buildings and properties maintained by the Port. The solution will also minimize ongoing operating costs and keep employees, tenants, and customers safe as well as Port property secure. This RFP will not include implementation or installation of any system. The ideal firm will have at least five (5) years of experience providing the solution(s) it is recommending and is licensed to do business in the state of Washington and bonded.

A. BACKGROUND

The Port of Tacoma (Port) occupies and manages various properties: A five-story office building occupied by multiple tenants. A two-story office building occupied by the Port and a two-story maintenance building used as a mixed space with offices. The Port also maintains property gates, electrical substations and panels, security camera huts, rail switches and utility vaults which has an excess of one hundred pad locks. The Port maintain various entry and exit controls including physical lock and key systems and electronics systems.

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 anticipates awarding a single contract to the selected vendor. The period of performance of the contract is one (1) years, with an option to extend for additional two (2) one-year terms to provide related services as required.

The Port's Standard Terms and Conditions are included as Attachment C 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. 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.

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

B. SCOPE OF SERVICES:

Through this RFP the Port aims to select a a well-qualified firm to assess, recommend, and design a cost effective entry and exit management system that is:

- Industry standard;
- User friendly;
- Widely deployed;
- Open (not proprietary);
- Leverages the Port's existing investment to the extent possible; and
- Upgradeable (parts availiblity for years to come)

After a successful implementation, the selected firm would document a procedure based on the implemented system that addresses, among other things, key inventory management, employee turnover, and key security.

Proposing vendors are expected to provide a methodical assessment of the Port's "as-is" physical and electronic system and create a "to be" system that the Port can buy and implement.

A Port Parcel map and a partial inventory is at Attachment B.

C. DELIVERABLES:

Deliverables will include:

- A well designed, effective and sustainable entry and exit management system described in the Scope of work; and
- Documented provedure based on the implemented system

D. RFP ELEMENTS & EVALUATION CRITERIA:

Proposals 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 RFP. Emphasis will be on completeness of content. The written proposals should be prepared in the sequential order as outlined below. See Attachment A for instructions to bidders.

Proposals are limited to 15 numbered pages (8 ½ by 11 inch) **including** 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. Proposals that do not follow this format will not be reviewed. **Do not provide marketing material. It will be removed and not read.**

The cover letter shall include the RFP 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.
- A statement indicating acceptance of the Port's Terms and Conditions and acknowledgement of any addenda issued.

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

INITIAL EVALUATION PHASE

1. Qualifications & Experience.....30 PTS

- Describe the qualification and experience of the firm submitting the proposal, including:
 - Length of time in business; length of time offering the services similar to those required in this solicitation;
 - Number and experience of staff; staffing model including identifying the level to which consultants used are staff or independent contractors.
 - Describe at a high level your experience with:
 - Security policies and procedures.
 - Electronic card access control systems.
 - High security lock systems.
 - Multi-unit / large operations security design.
 - Provide a minimum of 3 maximum of 5 references submitted using Attachment D All references must be received by the Port by the proposal due date. 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. The Port may contact submitted reference sites directly to accomplish this.

2. Work Approach.....40 PTS

- Describe the consultant's assessment approach. Include a draft project plan defining project phases, tasks, resources (both consultant and Port) and anticipated task durations.
- Assumptions and Risks: Define the assumptions made regarding accomplishing the Scope of Services. Define the factors the consultant believes are risks to the successful completion of this project that it cannot control and proposed mitigation strategies.
- Coordination & Communication: Provide a plan for communications and coordination between the Consultant's team and the Port.
- Include a summary of innovative ideas and suggestions for enhancing the scope of services.

3. Compensation.....30 PTS

Present detailed information on the firm's firm, fixed cost for services proposed.

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

All rates and costs/fees quoted shall be:

- **Fixed, fully burdened, including, but not limited to, travel, per diem, lodging, administrative overhead and all direct/indirect expenses.**
- 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.

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ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – A PORT PARCEL MAP AND PARTIAL INVENTORY

ATTACHMENT C – PERSONAL SERVICES TERMS AND CONDITIONS

ATTACHMENT D – REFERENCE QUESTIONNAIRE

ATTACHMENT A

RFP 070988 ENTRY AND EXIT CONTROL SYSTEM ASSESSMENT

INSTRUCTIONS TO SUBMITTERS

RFP PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	OCTOBER 19, 2018
Last Day To Submit Questions	NOVEMBER 1, 2018
Proposals due	NOVEMBER 22, 2018 @2:00PM (PST)
Review Period*	NOVEMBER 7 - 27, 2018
Execute Contract*	DECEMBER 21, 2018

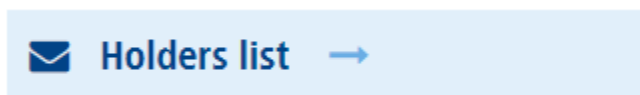
*Dates are tentative.

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

VENDOR OBLIGATION

Port of Tacoma Request for Proposals (RFP) 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 / 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 website and conveyed to those potential submitters who have requested to be placed on the Holder's List. Acknowledgement of addenda is required in cover letter.

SUBMITTAL PROCESS

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

procurement@portoftacoma.com

Name of Firm, RFP Title (Subject Line)

Please submit proposal, including all appendices, in Adobe Acrobat PDF format. Submit cost proposal in a separate file using Adobe Acrobat PDF format. Submittals need to be limited to **20 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 (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

Using the point method of award, each responsive proposal will be evaluated based upon the criteria listed herein. The Port may request clarifications or additional information, if needed. After the evaluation, the scores will be tallied and the firms ranked based on the scores. A selection will be made based on the proposals and initial evaluation criteria alone.

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 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

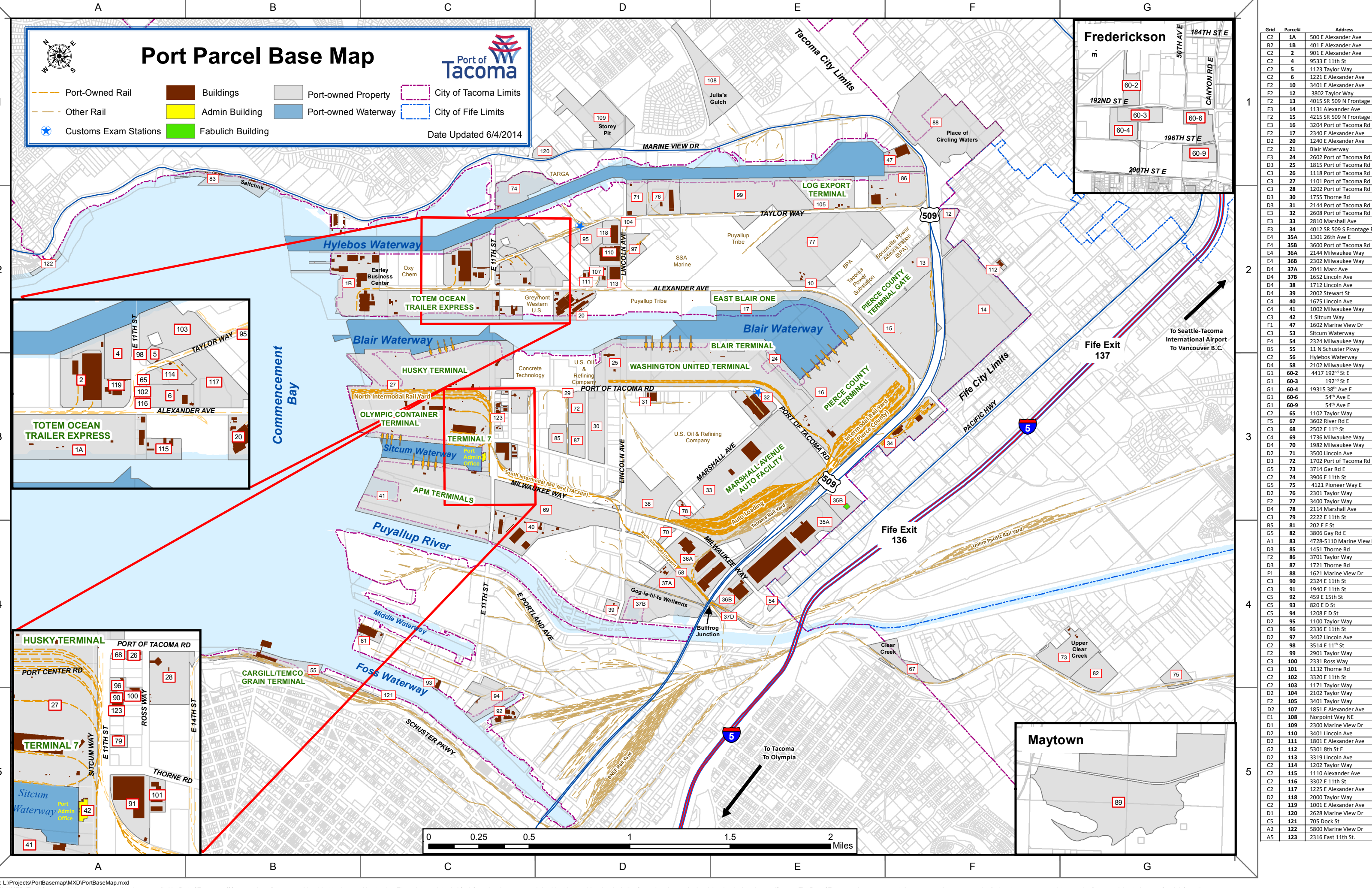
Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded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

ATTACHMENT B

RFP 070988 ENTRY AND EXIT CONTROL SYSTEM ASSESSMENT

PORT PARCEL MAP AND PARTIAL INVENTORY



Grid	Parcel#	Address
C2	1A	500 E Alexander Ave
B2	1B	401 E Alexander Ave
C2	2	901 E Alexander Ave
C2	4	9533 E 11th St
C2	5	1123 Taylor Way
C2	6	1221 E Alexander Ave
E2	10	3401 E Alexander Ave
F2	12	3802 Taylor Way
F2	13	4015 SR 509 N Frontage Rd
F3	14	1131 Alexander Ave
F2	15	4215 SR 509 N Frontage Rd
E3	16	3204 Port of Tacoma Rd
E2	17	2340 E Alexander Ave
D2	20	1240 E Alexander Ave
E2	21	Blair Waterway
E3	24	2602 Port of Tacoma Rd
D3	25	1815 Port of Tacoma Rd
C3	26	1118 Port of Tacoma Rd
C3	27	1101 Port of Tacoma Rd
C3	28	1202 Port of Tacoma Rd
D3	30	1755 Thorne Rd
D3	31	2144 Port of Tacoma Rd
E3	32	2608 Port of Tacoma Rd
E3	33	2810 Marshall Ave
F3	34	4012 SR 509 S Frontage Rd
E4	35A	1301 26th Ave E
E4	35B	3600 Port of Tacoma Rd
E4	36A	2144 Milwaukee Way
E4	36B	2302 Milwaukee Way
D4	37A	2041 Marc Ave
D4	37B	1652 Lincoln Ave
D4	38	1712 Lincoln Ave
C4	40	2002 Stewart St
C4	41	1002 Milwaukee Way
C3	42	1 Sitcum Way
F1	47	1602 Marine View Dr
C3	53	Sitcum Waterway
E4	54	2324 Milwaukee Way
B5	55	11 N Schuster Pkwy
C2	56	Hylebos Waterway
D4	58	2102 Milwaukee Way
G1	60-2	4417 192nd St E
G1	60-3	192nd St E
G1	60-4	19315 38th Ave E
G1	60-6	54th Ave E
G1	60-9	54th Ave E
C2	65	1102 Taylor Way
F5	67	3602 River Rd E
C3	68	2502 E 11th St
C4	69	1736 Milwaukee Way
D4	70	1982 Milwaukee Way
D2	71	3500 Lincoln Ave
D3	72	1702 Port of Tacoma Rd
G5	73	3714 Gar Rd E
C2	74	3906 E 11th St
G5	75	4121 Pioneer Way E
D2	76	2301 Taylor Way
E2	77	3400 Taylor Way
D4	78	2114 Marshall Ave
C3	79	2222 E 11th St
B5	81	202 E F St
G5	82	3806 Gay Rd E
A1	83	4728-5110 Marine View Dr
D3	85	1451 Thorne Rd
F2	86	3701 Taylor Way
D3	87	1721 Thorne Rd
F1	88	1621 Marine View Dr
C3	90	2324 E 11th St
C3	91	1940 E 11th St
C5	92	459 E 15th St
C5	93	820 E D St
C5	94	1208 E D St
D2	95	1100 Taylor Way
C3	96	2336 E 11th St
D2	97	3402 Lincoln Ave
C2	98	3514 E 11th St
E2	99	2901 Taylor Way
C3	100	2331 Ross Way
C3	101	1132 Thorne Rd
C2	102	3320 E 11th St
C2	103	1171 Taylor Way
D2	104	2102 Taylor Way
E2	105	3401 Taylor Way
D2	107	1851 E Alexander Ave
E1	108	Norpoint Way NE
D1	109	2300 Marine View Dr
D2	110	3401 Lincoln Ave
D2	111	1801 E Alexander Ave
G2	112	5301 8th St E
D2	113	3319 Lincoln Ave
C2	114	1202 Taylor Way
C2	115	1110 Alexander Ave
C2	116	3302 E 11th St
C2	117	1225 E Alexander Ave
D2	118	2000 Taylor Way
C2	119	1001 E Alexander Ave
D1	120	2628 Marine View Dr
C5	121	705 Dock St
A2	122	5800 Marine View Dr
A5	123	2316 East 11th St

ATTACHMENT B
PARTIAL PORT INVENTORY

One five-story building with multiple tenants

One two-story Administrative building occupied by Port employees

One two-story Maintenance building

Four small buildings

Approximately 35 gates with padlocks

14 railroad switches with padlocks

Over 300 fire systems with locks

All buildings have Best-branded locks

Tenant TOTE has:

- six one-story buildings
- one three-story building
- two two-story buildings

Tenant Evergreen has:

- two one-story building
- one two-story building
- one three-story building
- one four-story building

Tenant Husky has:

- two one-story building
- two two-story building
- one three-story building

Tenant TCT has:

- one one-story building
- two two-story building
- one three-story building

ATTACHMENT C

RFP 070988 ENTRY AND EXIT CONTROL SYSTEM ASSESSMENT

PERSONAL SERVICES TERMS AND CONDITIONS

PERSONAL SERVICES AGREEMENT NO. 070988

PROJECT: Entry and Exit Control System Assessment

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Joe Caldwell **GL ACCOUNT NO.** 10-6005-58-0000-00

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 Executive Search Services – Executive Director Position 2018 (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

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DELIVERABLES

ASSUMPTIONS

Consultant will work collaboratively with the Port Commission and staff.

COMPENSATION

This will be accomplished on fully burdened, fixed 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 invoices shall 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 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:

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

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.

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. 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 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 Port of Tacoma, its appointed and elected 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 elected 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 Port in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. The Port 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 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.

ATTACHMENT D

RFP 070988 ENTRY AND EXIT CONTROL SYSTEM ASSESSMENT

REFERENCE QUESTIONNAIRE

Attachment D
REFERENCE'S RESPONSE TO:
RFP Number: 070988
RFP Title: Entry and
Exit Control System
Assessment

REFERENCE NAME (Company/Organization): _____

PROPOSER NAME (Company/Organization): _____ has submitted a proposal to the Port of Tacoma, provide the following services: Marketing & Advertising Support. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

Procurement Representative: **NAME**

E-mail: procurement@portoftacoma.com _____

5. This completed document **MUST** be received no later than **DUE DATE AND TIME** (Pacific Time). Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Proposer.
7. In addition to this document, the Port may contact references by phone for further clarification if necessary.

REFERENCE QUESTIONNAIRE

RFQ Number: **070988**

RFP Title: **Entry and Exit Control
System Assessment**

E-mail: procurement@portoftacoma.com

Reference Firm Name	
Reference Name	
Project Name /Year work done	
Generally describe the nature of the project, including the Contract term and cost.	
Is the Project Demonstrating Experience of A Key Individual? If So, Who?	
1. Was the work completed within schedule & within budget? If not, explain.	
2. How would you rate the quality of work provided? <i>1 poor – 10 outstanding</i>	
3. Would you hire them again? Why or why not?	

<p>4. How would you rate the quality of their staff?</p> <p><i>1 poor – 10 outstanding</i></p>	
<p>5. How would you rate their responsiveness to your requirements for changes/amendments, invoicing/billing reconciliation and responsiveness to inquiries?</p> <p><i>1 poor – 10 outstanding</i></p>	
<p>6. General Comments</p>	

ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

Signature of Reference

Date

Print Name

Title

Phone Number

Email Address