



**POR T OF TACOMA  
REQUEST FOR PROPOSALS  
No. 071117**

**Commencement Bay Monitoring**

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

<b>RFP INFORMATION</b>	
Contact:	Heather Shadko, Procurement
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone:	253-428-8697
Submittal Date	<b>MAY 16, 2019 @ 2:00 PM (PST)</b>

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS  
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE  
AND INCLUDE 'COMMENCEMENT BAY MONITORING' IN THE SUBJECT  
LINE

**PORT OF TACOMA**  
**Request for Proposals (RFP) #071117**  
**Commencement Bay Monitoring**

The Port is seeking a consultant to provide bay monitoring and educational outreach. The goal of the Commencement Bay Monitoring Program is to provide on the water visual monitoring, hazard identification, community outreach and boater education services for the Port and Commencement Bay community in general. The Port strongly prefers the Consultant to be a 503b non-profit organization.

**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](http://www.portoftacoma.com).

The Port of Tacoma owns approximately 2,200 acres of valuable industrial uplands in Tacoma, WA. Of this total acreage, the Real Estate Department actively manages about 550 acres. The remaining property is used for marine terminals, bulk operations, auto storage, public access, mitigation properties, and transportation infrastructure (rail and truck queuing).

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 additional one-year terms to provide related services as required. Any contract awarded from this RFP is subject to Port of Tacoma Commission approval. Compensation will be paid monthly based on an annual rate with submittal of the vessel's log for each month.

The Port'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. 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 without prior written agreement from the Port will be considered non-responsive and not considered for evaluation.

**SCOPE OF SERVICES:**

Proposing vendors are expected to provide the following duties, but are not limited to:

- Provide an early warning alert to the Port's Project Manager and any customer(s) directed by the Port to identify source of pollution;

- Complete at least 50 monitoring cruises per year, in all weather, days, nights, weekends and holidays. Consultant is responsible for notifying the Port if the Consultant's vessel is inoperable. Areas monitored include, but not limited to:
  - Thea Foss Waterway
  - Middle Waterway
  - Sitcum Waterway
  - Blair Waterway
  - Hylebos Waterway
  - Tacoma shorelines including Ruston Way, Marine View Drive, Brown's Point, Point Defiance and the Tacoma Narrows
- Help prevent reversal of restoration efforts for habitat areas that have been or are in, the process of being restored through visual monitoring of pollutant and marine debris impacts.
- Reduce risk to marine vessels and increase safety in commercial waterways. Hazards and anomalies that would otherwise go undetected, or unreported, are a key responsibility of the Consultant to identify. The Consultant shall visually identify obstacles that impede commercial marine traffic, or pose a hazardous threat. Consultant has a direct call line to the Department of Ecology, Coast Guard, National Response Center, and other agencies and will contact these agencies if necessary. Consultant shall divert non-commercial marine traffic and remain on the scene until the appropriate authority arrives.
- During normal working hours, Consultant shall provide use of the vessel for emergency response or investigation within two hours of the request unless otherwise notified or agreed to;
- Provide Port waterways tours as agreed to agency staff and student/citizen groups;
- Provide annual monitoring cruise with Port staff;
- Consultant will provide at least one briefing at an Environmental and Planning Department staff meeting
- Provide boater education and spill avoidance materials (oil absorbents fuel vent catches etc.) as agreed to or supplied by the Port; and
- The Consultant shall acknowledge the Port on the bay monitoring vessel, website, printed materials and water base events that the Consultant monitoring vessel participates in.

## **DELIVERABLES:**

Consultant shall submit two reports annually to the Port outlining the on-going efforts of monitoring the waterways. Those reports shall summarize the locations, personnel involved, and activities or outcomes of patrolling, at a minimum. The reports shall be sent electronically and will be due as follows:

- First report July 31 for January 1-June 30.
- Second Report January 31 for July 1-December 31.

Additionally, at the Port's request, the Consultant will present a stakeholder status update to the Port of Tacoma Commission annually, as scheduled by the Port.

## **ASSUMPTIONS:**

### **Required Hazard Identification and Consultant Resources**

- The Consultant shall provide human resources to the Port and the environment by monitoring Commencement Bay, the surrounding waterways, and habitat (including Restoration Sites).
- The Consultant shall provide a dedicated staff person that is responsible for implementing the contract between the Port and Consultant. That staff person shall have sufficient backup within the organization as to avoid any gaps in service.
- The Consultant shall provide the monitoring vessel for this effort. That vessel shall be rated to carry no less than 8 persons, have a cabin with heat and a legal marine head and holding tank. The vessel shall be in excellent working order and maintained as such.
- Consultants are encouraged to partner with other agencies and or 503B non-profits.

## **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.

Proposals are limited to 10 numbered pages (8 1/2 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.

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.

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

**INITIAL EVALUATION PHASE**

**1. Qualifications & Experience..... 40 PTS**

- Describe the qualification and experience of the firm submitting the proposal, including:
  - Length of time in business; length of time offering services similar to those proposed;
  - Staff involved with monitoring and their expertise

**2. Work Approach..... 40 PTS**

- Describe the consultant's proposed program management approach.
- Assumptions and Risks: Define the assumptions made regarding accomplishing the Scope of Services. Define the factors the consultant believes are risks including those out of the consultant's control to the successful completion of this project and proposed mitigation strategies.
- Coordination & Communication: Provide a plan for communications and coordination between the Consultants team and the Port.

**3. Compensation..... 20 PTS**

Present detailed information on the firm's proposed recurring and non-recurring costs 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 annually, including, but not limited to, 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.

**NOTE: THE PORT OF TACOMA RESERVES THE RIGHT TO AWARED A CONTRACT FROM THE INITIAL EVALUATION PHASE. IF THIS RIGHT IS NOT EXERCISED, THE PORT WILL INTERVIEW UP TO THE TOP THREE RANKED FIRMS AND SCORE THE REFERENCES AND INTERVIEWS AS INDICATED BELOW IN THE FINAL EVALUAOTIN PHASE. THE AWARD WILL THEN BE BASED ON THE FINAL EVALUATION PHASE.**

## FINAL EVALUATION PHASE (if applicable)

4. References ..... 20 PTS

Ensure completion of a **minimum of 3 references** submitted by firms selected for interviews using Attachment C. All references must be received by the Port the day prior to the interview. 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.

5. Interviews ..... 100 PTS

Interviews may be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the proposer's disqualification from further consideration. Interviews will be held at the Port of Tacoma, Tacoma, WA. Travel costs will not be reimbursed for the interview.

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

## ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

## ATTACHMENT C – REFERENCE QUESTIONNAIRE

## **RFP PROCESS**

### **SOLICITATION TIMELINE:**

Issuance of RFP	APRIL 22, 2019
Last Day To Submit Questions	MAY 2, 2019
<b>Proposal packets due</b>	<b>MAY 16, 2019 @ 2:00 PM (PST)</b>
Review/Shortlist*	MAY 29, 2019
Interviews (if required)*	JUNE 4, 2019
Final Selection*	JUNE 7, 2019
Execute Contract*	JULY 1, 2019

\*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's (Port) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port's website, [www.portoftacoma.com](http://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.

 **Holders 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](mailto:procurement@portoftacoma.com) (**Solicitation Name** in the subject line).

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

## **ADDENDA**

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the Port changes, revises, deletes, increases, or otherwise modifies the Solicitation, the Port will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List. 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](mailto:procurement@portoftacoma.com)  
Name of Firm, RFP Title (Subject Line)

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

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

## **EVALUATION AND AWARD PROCESS**

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

The evaluation team will create a short list of the top ranked firms and invite the short-listed firms in for an interview and product demo and/or check references. Scores for reference checks and interviews will be tallied and added to the short-listed firm's initial evaluation scores. Final selection will be based on the accumulative score.

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

### **Procedure When Only One Proposal is received**

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

### **GENERAL INFORMATION**

News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the Port.

### **COSTS BORNE BY PROPOSERS**

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

### **PROTEST PROCESS**

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

### **PERSONAL SERVICES AGREEMENT NO. 071117**

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**PROJECT: Commencement Bay Monitoring**

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**CONSULTANT: Company, Address, City, State, Zip**

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**PROJECT MANAGER: Tony Warfield Project No.: 101240.01**

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

The Port and Consultant mutually agree as follows:

#### **SCOPE OF WORK**

Consultant will provide .....

#### **DELIVERABLES**

Deliverables will include:

#### **COMPENSATION**

This will be accomplished on 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](mailto: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:

### **1. Key Personnel**

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

### **2. Relationship of the Parties**

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

### **3. Conflicts of Interest**

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

### **4. Compliance with Laws**

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

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

### **5. Records and other Tangibles**

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

### **6. Ownership of Work**

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

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

## **7. Disclosure**

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

## **8. Compensation**

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

## **9. Payment Schedule**

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, contract number, title of project, total authorized, total current invoice, balance of authorization, by the 10<sup>th</sup> 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. Marine Protection and Indemnity/Vessel Pollution Liability: which shall include Collision Liability and Jones Act coverages. The limit of liability shall not be less than \$1,000,000.

a. Vessel Pollution Liability: limits shall be the same as the Protection and Indemnity .

iii. Automobile Liability: ISO Form Number CA 00 01 covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident.

in. Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.

v. 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 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.

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 C

### REFERENCES QUESTIONNAIRE

#### **INSTRUCTIONS TO THE PROPOSER:**

Proposers are allowed three (3) completed reference questionnaires. To ensure the receipt of three(3) references, we recommend that 4-5 are sent. The completed reference questionnaires must be from individuals, companies, or agencies with knowledge of the proposer's experience that is similar in nature to the products or services being requested by this RFP, and are within the last 3 years from the date this RFP was issued.

If more than three (3) qualifying references are received, the first three (3) fully completed references received will be used for evaluation purposes. References will be averaged.

1. Proposers must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
  - a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
  - b. Print the name of your company/organization on the "PROPOSER NAME" line.
  - c. Enter the RFP Closing date and time in Instruction 5 (see the INSTRUCTIONS block.)
2. Send the "Reference's Response To" document to your references to complete.

**NOTE:** It is the proposer's responsibility to follow up with their references to ensure timely receipt of all questionnaires. Proposers may e-mail the Procurement Representative prior to the RFP closing date to verify receipt of references.

**REFERENCE'S RESPONSE TO:**  
**RFP Number: 071117**  
**RFP Title: Commencement Bay Monitoring**

**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: Heather Shadko

E-mail: [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com)

5. This completed document **MUST** be received no later than June 3, 2019 COB (Pacific Time) for firms selected for interviews. Reference documents received after this time will not be considered.
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 RFP #: 071117**

**RFP Title: Commencement Bay Monitoring**

E-mail: [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com)

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

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