



**POR T OF TACOMA
REQUEST FOR PROPOSALS
No. 071173**

**POR T OF TACOMA STRATEGIC PLAN
CONSULTANT SERVICES**

Issued by:
Port of Tacoma
One Sitzcum 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 14, 2019 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'PORT OF TACOMA STRATEGIC PLAN CONSULTANT
SERVICES' IN THE SUBJECT LINE

PORT OF TACOMA
Request for Proposals (RFP) #071172
PORT OF TACOMA STRATEGIC PLAN CONSULTANT SERVICES

A. PURPOSE

The Port of Tacoma (Port) is soliciting proposals from consultant firms qualified and interested in assisting the Port in developing its strategic plan.

B. BACKGROUND

The Port of Tacoma is an independent special purpose district located in Pierce County, Washington. The Port was created by a vote of Pierce County citizens on November 5, 1918. The Port's marine cargo operations, among the largest in the United States, work in commercial partnership with the Port of Seattle under the Northwest Seaport Alliance (NWSA).

The Port has more than 2,700 acres of real estate property. Many tenants on those properties directly support the marine cargo operations of the NWSA. However, the Port is home to a wide range of industrial and non-industrial tenants and activities. Outside of the NWSA marine cargo operations, the Port also provides bulk cargo operations at the TEMCO Grain Terminal, as well as bulk gypsum operations for the wallboard manufacturing activities of Georgia Pacific Gypsum. The Port has also been instrumental in expanding industrial business opportunities in areas outside of the Tideflats, such as in the Frederickson manufacturing industrial center.

The Port hired a new Executive Director in June 2019 to work in partnership with the NWSA CEO. The Port Executive Director is responsible for all non-NWSA planning and operations, as well as key support services for the NWSA.

In order to carry out a vision for countywide investments and operations, including non-seaport activities, the Port will need to update its strategic plan.

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

The Port's 2012 strategic plan was developed before the NWSA was formed in 2015. It is time to take stock and develop a new vision for the Port, one that delineates the focus and identity of Pierce County's Port, while considering the landside support needs of the NWSA-managed marine cargo terminals. The selected consultant team will support the Port in developing a strategic plan that will provide the framework for the Port to achieve these goals. Coordination with a concurrent effort to develop a NWSA facility plan, the Gateway Master Plan, will be necessary.

The Port anticipates awarding a single contract to the selected vendor. The period of performance of the contract is one year, with an option to extend for an additional year to provide related services as required. Any contract awarded from this RFP will be

approved by the Port of Tacoma Commission in a public vote. Additional information and instructions are provided in Attachment A, Instructions to Submitters.

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 or bid documents without prior written agreement from the Port will be considered non-responsive and not considered for evaluation.

C. SCOPE OF SERVICES

The Port is seeking consultant services to work with the Port Commission and staff to complete a Port Strategic Plan in 2020 that will:

- Delineate the focus and identity of Pierce County's Port of Tacoma, and
- Consider the landside support needs of the NWSA managed marine cargo terminals.

The final Port Strategic Plan will be an element of the Port's Comprehensive Scheme of Harbor Improvements.

The planning team will consist of two Commissioners, the Port Executive Director, appropriate port staff, and the consultant. The Port's Senior Planning Manager will act as the primary point of contact responsible for soliciting internal review and feedback on project materials.

The consultant is expected to perform the following:

1. Public Engagement

The goal of this effort is to solicit input from Pierce County citizens on strategic planning options that will help the Port achieve a shared vision.

- a. Partner with Port public affairs staff to develop and execute a public engagement plan and associated outreach tools, including social media and direct public engagement.
- b. Partner with Port public affairs staff to identify key stakeholders from throughout Pierce County, including business and community leaders, local government representatives, elected officials, economic development agencies, labor and environmental representatives, as resource for information.
- c. With Port planning and public affairs staff, facilitate up to three staff-level meetings to include staff from the City of Tacoma, City of Fife, City of Tacoma, Puyallup Tribe of Indians, and Pierce County to facilitate coordination with other related planning efforts. Port government relations

staff will support and provide the appropriate contacts for these intergovernmental meetings and will assist in locating venues for the meetings.

- d. Working with Port public affairs staff, conduct up to four public open houses in a variety of county locations to gather input on three draft strategic planning options.

2. Internal Engagement

- a. Participate in regular conversations with the planning team to identify expectations and review progress. This will include a kick-off meeting to establish the frequency and format for planning team meetings.
- b. Assist in the preparation of content for Commission memos and presentations.
- c. Engage with the Port Commission by participating in up to three public Commission study sessions and up to three public Commission briefings seeking input and guidance on policy issues.
- d. Help Port staff navigate the anticipated overlapping conversations with concurrent work on the NWSA Gateway Master Plan (GMP), and the City of Tacoma Tideflats Subarea Plan (TSAP).

3. Marine Cargo Operations

- a. In this Strategic Plan for the Port of Tacoma marine cargo operations 'outside the gates' will need to be considered, but the on-terminal activities will not be addressed. The NWSA will complete a separate facilities master plan, the GMP. The GMP will include both North and South Harbor properties managed by The NWSA.
- b. The following overlapping areas may be addressed at a high level in the Port Strategic Plan.
 - i. Cargo movement needs such as local short distance rail opportunities and convenient routes that facilitate efficient truck movement.
 - ii. Attraction and expansion of businesses beneficial and supportive of marine cargo activities such as value-added manufacturing and trans-loading.
 - iii. Recognition of industrial lands within the region that support cargo operations at the Port, and a plan for how to manage future relationships that support these vital uses.

4. Situational Assessment

- a. Assess the Port's current situation and strategic opportunities to prepare a strength, weakness, opportunity, and threat (SWOT) analysis to inform the plan.
- b. Prepare a situation assessment report developed from the SWOT analysis

and stakeholder feedback.

5. Strategic Options

Using the results of the previous tasks:

- a. Develop a set of qualitative and quantitative criteria that can be used to determine how well the (three) strategic planning options support the vision and goals of the strategic plan.
- b. Develop a set of (three) strategic planning options that address the following strategic plan elements as shown below.
- c. Evaluate the (three) options against the criteria.

6. Draft Port of Tacoma Strategic Plan

- a. Develop up to four iterations of a draft strategic plan that reflects elected official, staff, stakeholder, and community input. The plan must use maps to express ideas whenever possible to maximize the efficiency of information shared.

7. Final Port of Tacoma Strategic Plan

- a. Following Commission study sessions and final internal vetting, produce a final user-friendly Port of Tacoma Strategic Plan, suitable for both paper and electronic use, for final consideration by the Port of Tacoma Commission on or before December 2020.
- b. The final version of the strategic plan should include the following elements:
 - Goals and Strategic Theme
 - Economic Development
 - Real estate and land use
 - Port of Tacoma focused opportunities
 - Marine cargo support
 - Transportation
 - Rail
 - Road
 - Environmental
 - Habitat development
 - Water quality
 - Air quality/sustainable practices
 - Remediation
 - Climate change and adaption
 - Community Partnerships
 - Governments, including the Puyallup Tribe of Indians

- Institutions of higher education
- Social responsibility
- Workforce training
- Non-Governmental Organization (NGO's)
- Recreation and Public Access
- Port staff office location
- Port financial capacity and the role of the Port property tax levy
- Implementation steps and schedule for subsequent updates

D. KEY DELIVERABLES

1. Public engagement plan.
2. Presentations and materials for public open houses.
3. Content for Port Commission memos and presentations.
4. Periodic written summary of comments from internal and external engagement.
5. Strength, weakness, opportunity, and threat (SWOT) analysis and a Situation Assessment Report.
6. Up to three (3) strategic planning options, evaluation criteria, and evaluation results.
7. Up to four (4) iterative strategic plan drafts.
8. Final Port Strategic Plan delivered on or before December 2020.

Deliverables will be fully defined in each approved task order, but generally the deliverables will be required to accomplish the services outlined above.

E. QUALIFICATIONS

The successful applicant should have extensive organizational strategic planning expertise and experience, with an emphasis placed on specific experience in both the public and private sectors, demonstrated experience in Washington State land use planning and with Washington State's Port District Act (RCW 53), and experience with west coast ports. The successful applicant must be able to demonstrate strong capabilities in communications, public outreach, and in effective management of set agendas and schedules.

F. 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 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.

The cover letter shall include the RFP title and number as well as the name, title, email address, phone number and address of the main point of 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.

The award recommendation presented to the Port's Commission for approval will be based on the point method of award. Proposals are to address, and will be evaluated upon, the following criteria:

INITIAL EVALUATION PHASE

1. Qualifications & Experience 25 PTS
 - Experience, ability and capacity of the consultant team to perform the services requested in the scope of work within the schedule.
 - Identify the proposed team, to include name, position, degrees and certificates of each member. Demonstrate the team's experience and qualifications in performing the requested services. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity for west coast ports.
 - Resumes of individuals on the team may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.
2. Project Approach Narrative 30 PTS
 - Describe in detail the proposed strategies and approach to accomplishing the Scope of Services.
3. Work Management Approach 25 PTS
 - Describe the consultant's proposed project management approach. Include a draft project timeline defining key project milestones, phases, tasks, resources (both consultant and Port) and anticipated individual task duration.
 - 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 and proposed mitigation strategies.
 - Provide a plan for communications and coordination between the consultant team and the Port.

- Include a summary of innovative ideas and suggestions for enhancing the scope of services with the schedule.

4. 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, 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.

NOTE: THE PORT OF TACOMA RESERVES THE RIGHT TO AWARD A CONTRACT FROM THE INITIAL EVALUATION PHASE. IF THIS RIGHT IS NOT EXERCISED, THE PORT WILL INTERVIEW THE TOP RANKED FIRMS AND SCORE THE REFERENCES AND INTERVIEWS AS INDICATED BELOW IN THE FINAL EVALUATION PHASE. THE AWARD WILL THEN BE BASED ON THE FINAL CUMULATIVE SCORE (PRE-INTERVIEW SCORING, REFERENCE AND INTERVIEW SCORING).

FINAL EVALUATION PHASE (if applicable)

5. References 20 PTS

Complete a **minimum of 3 and a maximum of 5 references** submitted using Attachment C. 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 references directly to accomplish this.

6. Interviews 80 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

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	OCTOBER 3, 2019
Last Day To Submit Questions	OCTOBER 18, 2019
Proposal packets due	NOVEMBER 14, 2019 @ 2:00 PM (PT)
Interviews (if required)*	WEEK OF DECEMBER 2, 2019
Final Selection*	DECEMBER 19, 2019
Execute Contract*	DECEMBER 30, 2019

*Dates are tentative.

**Dependent on Commission approval.

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

VENDOR OBLIGATION

Port of Tacoma's (Port) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port's website, www.portoftacoma.com under '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 RFI may be disqualified from consideration.

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

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

ADDENDA

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

SUBMITTAL PROCESS

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 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.

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

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

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

Procedure When Only One Proposal is received

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

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

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

PROTEST PROCESS

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

Consideration. Upon receipt of the written protest, the Port will consider the protest. The Port may, within three (3) business days of the Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port, the Contracts Director of the Port or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Port's receipt of the protest. (If more than one (1) protest is filed, the Port's decision will be provided within 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 RFP 071173 POT Strategic Plan Services

be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

PUBLIC DISCLOSURE

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

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

PERSONAL SERVICES AGREEMENT NO. 071173

PROJECT: Title

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: PM

PROJECT NO. / GL ACCOUNT NO.: 10-6005-62-0000-00

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

The Port and Consultant mutually agree as follows:

SERVICES

The Consultant will:

Work with the Port Commission and staff to complete a Port Strategic Plan in 2020 that will:

- Delineate the focus and identity of Pierce County's Port of Tacoma, and
- Consider the landside support needs of the NWSA managed marine cargo terminals.

The final Port Strategic Plan will be an element of the Port's Comprehensive Scheme of Harbor Improvements.

The planning team will consist of two Commissioners, the Port Executive Director, appropriate port staff, and the consultant. The Port's Senior Planning Manager will act as the primary point of contact responsible for soliciting internal review and feedback on project materials.

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b. Assist in the preparation of content for Commission memos and presentations.

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iii. Recognition of industrial lands within the region that support cargo operations at the Port, and a plan for how to manage future relationships that support these vital uses.

4. Situational Assessment

a. Assess the Port's current situation and strategic opportunities to prepare a strength, weakness, opportunity, and threat (SWOT) analysis to inform the plan.

b. Prepare a situation assessment report developed from the SWOT analysis and stakeholder feedback.

5. Strategic Options

Using the results of the previous tasks:

- a. Develop a set of qualitative and quantitative criteria that can be used to determine how well the (three) strategic planning options support the vision and goals of the strategic plan.
- b. Develop a set of (three) strategic planning options that address the following strategic plan elements as shown below.
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 - b. The final version of the strategic plan should include the following elements:
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- Workforce training
- Non-Governmental Organization (NGO's)
- Recreation and Public Access
- Port staff office location
- Port financial capacity and the role of the Port property tax levy
- Implementation steps and schedule for subsequent updates

DELIVERABLES

1. Public engagement plan.
2. Presentations and materials for public open houses.
3. Content for Port Commission memos and presentations.
4. Periodic written summary of comments from internal and external engagement.
5. Strength, weakness, opportunity, and threat (SWOT) analysis and a Situation Assessment Report.
6. Up to three (3) strategic planning options, evaluation criteria, and evaluation results.
7. Up to four (4) iterative strategic plan drafts.
8. Final Port Strategic Plan delivered on or before December 2020.

Deliverables will be fully defined in each approved task order, but generally the deliverables will be required to accomplish the services outlined above.

ASSUMPTIONS

Work will be accomplished in accordance with the Scope and budget.

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. Each invoice must be accompanied by all 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 Services progress. Invoices that are submitted for payment ninety (90) days or more after the Services were completed are subject to non-payment.

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

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

AGREED

PORT OF TACOMA

CONSULTANT (LEGAL NAME)

By

Mark Little

Date

Director, Contracts and Purchasing

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's 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 and its subconsultants and their employees, are independent contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee nor of principal and agent.

3. Conflicts of Interest

Consultant warrants that it has no direct nor 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 nor 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 is 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 Services.

5. Records and other Tangibles

The Port 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 (6) years after the term of this Agreement, Consultant agrees to maintain accurate records of all activities done in providing the Services and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of IP

The plans, specifications, models, programs, reports, and other products prepared by the Consultant in performing the Services are Instruments of Service for purposes of the copyright laws of the United States. The Port has ownership rights to the Instruments of Service. Consultant shall not be responsible for changes made in the Instruments of Service 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 the Instruments of Service 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, the Port shall pay Consultant as specified in the Agreement.

9. Payment Schedule

Consultant shall submit detailed numbered invoices monthly showing descriptions of the Services being invoiced, work order number, title of the Project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate by the 10th of the following month to be paid by the end of the 30th, 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 the Services.

11. Insurance - Assumption of Risk

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

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

- b) The Consultant and its subconsultants shall indemnify, defend (the defense obligation shall not apply to professional liability claims), and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and their respective appointed and elective officers and employees ("Indemnified Parties") 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 the Indemnified Parties arising from the negligent acts, errors, or omissions by the Consultant in the performance of the Services.
- c) Not used
- d) Consultant shall indemnify and hold the Port of Tacoma and Northwest Seaport Alliance harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration,

compromise, or loss of IT systems control.

12. Standard of Care

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

13. Time

Time is of the essence in the performance of the Services.

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. 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.

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: 071173
RFP Title: Port of Tacoma Strategic Planning Services

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 DATE, 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 RFQ**
Number: 071173
RFP Title: Port of Tacoma Strategic Planning Services
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