

PORT OF TACOMA REQUEST FOR PROPOSALS No. 071538

STORMWATER FUNDING OPTIONS STUDY

Issued by
Port of Tacoma
P.O. Box 2985
Tacoma, WA 98401-2985

RFP INFORMATION				
Contact:	Monique Chapman, Procurement			
Email Addresses:	procurement@portoftacoma.com			
Phone:	(253) 888-4705			
Submittal Date	JUNE 9, 2021 @ 2:00 PM (PST)			

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'STORMWATER FUNDING OPTIONS STUDY' IN THE
SUBJECT LINE

Port of Tacoma Request for Proposals (RFP) 071538

STORMWATER FUNDING OPTIONS STUDY

The Port of Tacoma is soliciting proposals from interested, qualified firms to conduct a cost and level of service analysis for the Port of Tacoma's stormwater conveyance infrastructure maintenance, repair, replacement, and upgrades. This includes identifying key stakeholders, identifying and evaluating funding options, and comparing City of Tacoma and Port of Tacoma services associated with the MS4. The firm will also need to prepare executive leadership and commission educational presentation documents. After identifying the suite of funding options the firm will also need to develop order of magnitude cost ranges for implementation of each funding option, identify risks and benefits of each option, and identify implementation planning, staffing, and accounting required for the various funding options. This is meant to show high level implementation steps.

A. BACKGROUND

The Port of Tacoma is governed by a commission consisting of five commissioners. Port commissioners are elected at large by the citizens of Pierce County.

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

The Port of Tacoma's Standard Terms and Conditions are included with the Personal Services Contract Template which is 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 of Tacoma'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 of Tacoma's best interests to adopt the alternative language.

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

B. SCOPE OF SERVICES

The scope of services may include but are not limited to:

- Conduct a cost and level of service analysis for Port of Tacoma stormwater conveyance infrastructure maintenance, repair, replacement and upgrades.
- Included in this task is identifying stake holders
- Identify and evaluate funding options
- Compare City of Tacoma and Port of Tacoma services associated with the MS4.
- Prepare Executive Leadership and Commission educational presentation documents.

After identifying the suite of funding options:

- Develop order of magnitude cost ranges for implementation of each funding option.
- Identify risks and benefits of each option.
- Identify implementation planning, staffing and accounting required for the various funding options. This is meant to show high level implementation steps.

C. DELIVERABLES

Deliverables may include:

- Draft and final technical memorandum detailing the above tasks.
- Presentation slides summarizing the tech memo findings for Executive Leadership and Commissioners.

D. QUALIFICATIONS

Consultant team must have knowledge of Port Authorities and WUTC code and regulations, be knowledgeable about stormwater funding studies, have experience with revenue generation studies and implementation strategies. Consultant team must be prepared to assist in the crafting of a persuasive case for the perceived best option.

E. PROPOSAL ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing team (to include the prime, key team members and major sub-consultants) and the team's ability to meet the requirements and provide the requested services of this RFP. The written proposals should be prepared in the same sequential order of proposal criteria as outlined below.

Proposals are limited to <u>8 numbered pages</u> (8 ½ by 11 inch) **excluding** the cover letter, compensation information and all appendices. All pages shall be in portrait orientation with 1 inch (1") margins. Font size shall be 11 point or larger. Proposals that do not follow this format may be rejected.

The cover letter shall include the RFP Title and Number, Name, Title, Email Address, Phone Number and current Address of the submitting firm's main contact and include the following information:

- Describe any claim submitted by any client against the prime firm within the past two years related to the professional services provided by the firm or its key personnel. For purposes of this request, "claim" means a sum of money in dispute in excess of 10% of the firm's fee for the services provided.
- 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. Specialized Knowledge & Experience 25 PTS

Identify the proposed team (to include working titles, degrees, certificates and licenses as appropriate) and demonstrate the team's experience in performing the requested services by describing the following:

- The team's relationships and accomplishments working with:
 - Each other
 - Public and private organizations subject to transparency requirements
 - Elected and executive officials
- Explain in detail how the firm and team meets or exceeds the qualifications stated in the qualifications section above.

Resumes of the key individuals, if submitted, shall be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, lettersize page. Resumes exceeding this limit will not be reviewed.

2. Project Approach Narrative 35 PTS

Outline the team's knowledge and understanding of the Scope of Work.

- Describe your approach in identifying and recommending potential funding options to the Port of Tacoma.
- What risks that are beyond your control do you see in providing this service and how would you mitigate them?
- Provide a list of similar existing clients and how the firm would handle any conflicts of interest that might arise between clients.

3. Communications 25 PTS

The Port of Tacoma will evaluate the team's ability to represent the Port of Tacoma, orally and in writing, to provide clear, concise, and accurate communications.

- Provide an overview of how your team will present the options in a compelling manner for Executives and elected Commission
- Describe experience the team may have in working with Cities to overcome objections to changes.

4. Compensation 15 PTS

Compensation information MUST be provided separately from the proposal, in an individual document. As this project is broken down into two distinct phases, compensation information should be presented to reflect the work required for each phase with the following assumptions:

Compensation is a firm, fixed price that is:

- a) Fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);
- b) Quoted in US Dollars;
- c) Documented in a rate sheet that details Consultant personnel, fully burdened hourly rates, hours, and total costs for each task and deliverable; and
- d) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

Payment will be upon accepted deliverables at the end of each task.

The Port of Tacoma reserves the right to terminate the agreement of exclusive representation of the Port of Tacoma in the office lease process at any time. If terminated by the Port of Tacoma, the sole compensation to Consultant will be for those deliverables completed.

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 of Tacoma WILL INTERVIEW AT LEAST THE TOP TWO RANKED FIRMS AND SCORE THE REFERENCES AND INTERVIEWS AS INDICATED BELOW IN THE FINAL EVALUATION PHASE.

FINAL EVALUATION PHASE (if applicable)

- 5. Interviews (as requested by Port of Tacoma) 100 PTS

 If an award is not made based on the written evaluations alone, interviews may be conducted with at least the top two (2) ranked proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. Travel costs will not be reimbursed for the interview.
- 6. References (as requested by Port of Tacoma) 50 PTS If an award is not made based on the written evaluations and interviews, reference checks may be performed on the selected firm. The Port of Tacoma may evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the proposal.

<u>ATTACHMENT A – INSTRUCTIONS FOR PROPOSING</u>

<u>ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND</u> CONDITIONS

ATTACHMENT C - RATE SHEET

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	MAY 17, 2021
Last Day To Submit Questions	MAY 31, 2021
Proposal packets due	JUNE 09, 2021 @ 2:00 PM (PST)
Review/Shortlist*	JUNE 11, 2021
Interviews (if required)*	WEEK OF JUNE 21, 2021
Final Selection*	JUNE 28, 2021
Execute Contract*	JULY 01, 2021

^{*}Dates are tentative.

All status updates on the above solicitation timeline will be announced on the <u>Port's website</u> 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.



By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

*Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.

COMMUNICATION / INQUIRES

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port, other than the Procurement Representative listed on the 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.

^{**}Dependent on Commission approval.

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, Stormwater Funding Options (Subject Line)

Please submit propsal, 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 three (3), but no more than 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.

PERSONAL SERVICES AGREEMENT NO. 071538

PROJECT: Stormwater Funding Options

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Anita Fitchthorne GL ACCOUNT NO. XXXXXXXX

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 **TITLE** 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 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 expre	essly c	conditioned	upon	the	Terms	and	Con	ditions	attache	d and	yd t
refer	ence incorp	orated he	erein.	Consultant	ackno	wled	ges rea	ading	this	Agreen	nent, un	dersta	ands
it an	d agrees to l	be bound	by its	Terms and	Condi	tions							

AGREED

	PORT OF TACOMA		<u>CONSULTA</u>	ANT (LEGAL NAME)
Ву			Ву	
	Name Title	Date	Nar Tit	

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 Agreement or otherwise 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 riahts to the plans. products specifications, and other 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 information tangible materials or 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 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 contract number, title of project, total authorized, total current invoice, balance of authorization, hours, hourly rate by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

10. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

11. Insurance - Assumption of Risk

 a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this

Agreement. such commercial general, IT Professional or Cyber Liability, and automobile liability insurance shall protect as Consultant and any subconsultants performing work under Agreement 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 Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.

b) With respect to claims other than professional liability claims. Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services. Consultant shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against 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.

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 negligent acts, errors or omissions bν the Consultant the in performance of the Consultant's professional services. Consultant shall indemnify and hold the Port of Tacoma [and Northwest Seaport Alliance] harmless from and against liability. expense, anv 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 breach. network penetration, compromise, or loss of IT systems control.

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 Consultant for its costs and fees incurred prior to the notice 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"

RATES**

Consultant TITLE PSA No. 071XXX

Video Production

Per meeting rate, up to 4 hours	\$
Per meeting rate, 4+ hours	\$
Technican	\$

Web Portal

Development & Graphic Design	\$
Software costs, if any	\$
Migration Services	\$
Anticipated Hosting & Maintenance	\$
Costs (Annual)	

^{*}Costs are fixed, fully burdened

<mark>OR</mark>

Hourly Rates

Personnel

TITLE	\$
TITLE	\$
Paralegal Services	\$

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

^{**}Production & Portal Topics for example, adjust as needed