

PORT OF TACOMA REQUEST FOR QUALIFICATIONS No. 071667

Cultural Resources Review and Scoping

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

RFQ INFORMATION				
Contact:	Alex Compton, Procurement			
Email Addresses:	procurement@portoftacoma.com			
Phone:	(253) 888-4741			
Submittal Date	MARCH 21, 2022 @ 2:00 PM (PST)			
Question Deadline	MARCH 15, 2022 @ 2:00 PM (PST)			

PLEASE SUBMIT ALL CORRESPONDENCE AND STATEMENTS OF QUALIFICATIONS VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE 'CULTURAL RESOURCES REVIEW AND SCOPING' IN THE SUBJECT LINE

PORT OF TACOMA Request for Qualifications (RFQ) #071667 Cultural Resources Review and Scoping

A. PURPOSE

The Port of Tacoma (Port) is soliciting Statements of Qualifications (SOQ) from firms qualified and interested in providing an initial Cultural Resource Assessment of sites under consideration for the new Port of Tacoma Maritime Center. This Assessment will provide historic context and identify potential effects on areas culturally significant to the Puyallup Tribe of Indians.

B. 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 has become one of the largest container ports in North America and one of the top 50 in the world. The Port manages a diverse set of business operations relating to maritime trade.

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

The Port anticipates awarding one Personal Service contract. The period of performance of the contract is one (1) year from the execution of the contract, with an option to extend for two (2) additional one-year terms to provide related services as required.

The Port's Standard Terms and Conditions are included in (Attachment B). By submitting a Statement of Qualifications (SOQ), 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.

Statements of Qualifications 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

In summary, the Port requires a Cultural Resources Assessment and Report in compliance with Sec. 106 of the National Historic Preservation Act (NHPA) and Puyallup Lands Claim Settlement for sites under consideration for the new Port of Tacoma Maritime Center. This study will also contain several deliverables as noted below in (section **D. Deliverables**). These deliverables include; confirming (or updating) Geospatial placement of known culturally significant areas on to modern parcel maps, communicating closely with the Puyallup Tribe of Indians, identifying firms/entities with advanced Ground Penetrating Radar abilities, and developing an initial Cultural Resources Report which includes detailed information on all of the above.

D. DELIVERABLES

- 1. Provide cultural history for sites under consideration to locate the new Port of Tacoma Maritime Center.
- 2. Confirm / Update Geospatial placement of known culturally significant areas from old Tacoma maps on to modern parcel maps.
- 3. Communicate closely with the Port Project team and the Puyallup Tribe of Indians to determine the scope of work for a robust Cultural Resources Report for the sites under consideration to locate the new Maritime Center.
- 4. Provide list of firms/entitles with advanced Ground Penetrating Radar abilities who could support the work identified under #3.
- 5. Detail / document all findings on an initial Cultural Resources Report to be submitted within 8 weeks of contract execution.

E. QUALIFICATIONS

Successful firm will have proven ability to provide robust cultural resource assessments and demonstrated ability to clearly document findings in a Cultural Resources Report. It is critical that the successful firm have an existing close and positive working relationship with Puyallup Tribe of Indians Historic Preservation staff.

F. SOQ ELEMENTS & EVALUATION CRITERIA

SOQs should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the firm's (to include the prime, key team members, and major sub-consultants) ability to meet the requirements and provide the required services of this RFQ. Emphasis will be on completeness of content. The written SOQs should be prepared in the sequential order as outlined below.

SOQs are limited to <u>8 numbered pages</u> (8 ½ by 11 inch) <u>excluding</u> the cover letter and appendices. All pages shall be in portrait orientation with one (1) inch margins. Font size shall be eleven (11) point or larger. SOQs that do not follow this format will not be reviewed.

The cover letter shall include the RFQ 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 (2) 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 interest 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.

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

INITIAL EVALUATION PHASE

1. Qualifications & Experience 60PTS

- Identify the proposed team (to include working titles, degrees, certificates and licenses), demonstrate the team's experience in performing the requested services and describe how the team meets or exceeds the required qualifications.
- Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one (1) singlesided, letter-size page. Resumes exceeding this limit will not be reviewed.
- The Port will evaluate the experience, technical competence, and qualifications of the key personnel identified, their project specific roles and responsibilities, and overall organization of the Project Team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.
- Include a list of recent contracts/projects in the last three (3) years, to include a
 point of contact, contact information (phone and email), and brief description, for
 services relevant to the items listed in the Scope of Services as performed by the
 key personnel. Only projects completed by key members of the project team will
 be considered.

2. Project Approach Narrative 40PTS

SOQs should clearly outline the team's recommended approach and methodology for:

- Accomplishing the Scope of Services and providing the desired Deliverables.
 Clearly describe the approaches and methods that will be used to accomplish the
 tasks required in the Scope of Services. Include a summary of innovative ideas
 and suggestions for enhancing the scope of services.
- Schedule. Outline the team's experience completing the requested services within the stated schedule (see section **D. Deliverables**) and describe how the team is able to respond to the Port's request for services.
- Coordination & Communication. Provide a plan for communications and coordination between the Project Team, the Port's Project Manager, and the various Stakeholders.
- What risks beyond your control do you see in providing this service, and how would you mitigate them?

FINAL EVALUATION PHASE (if applicable)

3. References_____

Reference checks may be performed on the selected firm, if based directly on the SOQs received, or on shortlisted firms if interviews are being requested. The Port will evaluate the reference checks to assess the proposed firm's overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the SOQ.

4. Interviews (as requested by the Port)______100 PTS

If an award is not made based on the written evaluations alone, interviews will be conducted with the top-ranked Proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. Travel costs for the interview will not be reimbursed.

ATTACHMENT A - INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – TERMS AND CONDITIONS

ATTACHMENT C - SAMPLE PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT D - RATE SHEET

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ATTACHMENT A

INSTRUCTIONS FOR PROPOSING

SOLICITATION TIMELINE:

Issuance of RFP	FEBRUARY 28, 2022	
Last Day To Submit Questions	MARCH 15, 2022	
Statements of Qualifications Due	MARCH 21, 2022 @ 2:00 PM (PST)	
Review/Shortlist*	MARCH 25, 2022	
Interviews (if required)*	MARCH 31, 2022	
Final Selection*	APRIL 5, 2022	
Execute Contract*	APRIL 14, 2022	

^{*}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 'Business'; 'Contracting'; 'Procurement'.

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holder's List.



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

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

COMMUNICATION / INQUIRIES

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

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

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

ADDENDA

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the Port changes, revises, deletes, increases, or otherwise modifies the Solicitation, the Port will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's 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 RFQ. Send your electronic submittal to:

<u>procurement@portoftacoma.com</u>
<u>Name of Firm, RFQ Title</u> (Subject Line)

Please submit SOQ, 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 SOQ's will not be accepted by the Port. SOQ's received after the stated date and time will not be reviewed and shall be deemed non-responsive.

All SOQ's 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 SOQ 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 SOQ, the scores are tallied and the firms are ranked based on the scores.

A selection may be made based on the SOQ 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 SOQ's submitted as non-responsive or non-responsible.

Procedure When Only One Proposal is received

In the event that a single responsive SOQ 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 SOQ for any reason.

GENERAL INFORMATION

News releases pertaining to this RFQ, 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 SOQ and participation in this RFQ 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

Statements of Qualification 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 SOQ. 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

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, knowhow, 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 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 as shall protect Consultant and any subconsultants performing work under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage 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) 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 employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the professional Consultant's services. 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.
- 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. 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 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

PERSONAL SERVICES AGREEMENT NO. 071667

PROJECT: CULTURAL RESOURCES REVIEW AND SCOPING

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: PM

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

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 provide...

DELIVERABLES

Deliverables will include...

COMPENSATION

This will be accomplished on fully burdened, fixed basis and will not exceed \$xxxx 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.

Procurement No. 071667 Project No. 101549.01 Page 14 of 15 February 28, 2022

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)	
Ву	Name	Date	Ву	Date
	Title	Duio		Balo
			Print Name	Title

ATTACHMENT D

RATES**

Consultant Cultural Resources Review and Scoping PSA No. 071667

<u>Personnel</u>

Hourly Rates

Sr. Consultant 2	\$	
Sr. Consultant 1	\$	
Consultant 2	\$	
Consultant 1	\$	
*Titles are for example only		

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