



**PORT OF TACOMA**  
**Request for Proposal**  
**No. 63179**  
**Mitigation Site Stewardship Program**

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

<b>RFP INFORMATION</b>	
Contact:	Sharon Rothwell
Email and Submittal Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone:	(253)592-6758
Deadline for Questions	<b>MARCH 13, 2014</b>
Proposal Due Date	<b>MARCH 24, 2014 @ 2:30 PM (PST)</b>

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS  
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE  
'MITIGATION SITE STEWARDSHIP PROGRAM' IN THE SUBJECT LINE

**PORT OF TACOMA**  
**Request for Proposal #**  
**Mitigation Site Stewardship Program**

**1. Introduction**

The Port has created mitigation sites for unavoidable impacts to the environment due to Port developments and clean-up actions. Each of these sites requires some level of stewardship to ensure their appropriate condition in perpetuity. Some of these sites are still being actively monitored per permit/agreement conditions while monitoring is complete on others. Site monitoring, as defined in the Port's various permits and agreements is not part of this Scope of Work (SOW) and is covered by other contracts.

**2. Minimum Qualifications**

The following are minimum qualification requirement must be met by the Contractor in order to be eligible to submit a RFP response. Responses must clearly show compliance to this minimum qualification. Those that are not clearly responsive to these minimum qualifications shall be rejected by the Port without further consideration:

- The Proposer shall be from a non-profit agency or citizen's group. It is the intent of the Port that the Stewardship Program be managed by such a group and that group may call on other non-profit and citizens groups as subcontractors to fulfill the scope of work.

To learn more about the Port of Tacoma, visit [www.portoftacoma.com](http://www.portoftacoma.com).

**Single Award**

With this solicitation, the Port intends to award one contract and does not anticipate multiple awards. Regardless, the Port reserves the right to make multiple or partial awards.

**Contract Term**

The resulting Contract will be for two (2) years with an option to extend for an additional year.

**3. LICENSING, FEES and Taxes**

This solicitation and resultant contract may require additional licensing as listed below. The Contractor needs to meet all licensing requirements that apply to their business immediately after contract award or the Port may reject the Contractor.

Companies must license, report and pay revenue taxes for the Washington State business License (UBI#), if the required by the laws of the State of Washington. The Contractor should carefully consider those costs prior to submitting their offer, as the Port will not separately pay or reimburse those costs to the Contractor.

**State Business Licensing**

You must have a State of Washington business license (a State "Unified Business Identifier" known as UBI #) prior to signing the contract. If the State of Washington has

exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the Port. The cost for any licenses, permits, and associated tax payments is the responsibility of the Contractor and not charged separately to the Port. Instructions and applications are at <http://www.dol.wa.gov/business/>.

### **Fees/Licenses**

The Contractor shall pay for and maintain any licenses, fees, assessments, permits charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

### **Customs/Brokerage Fees**

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the Contract are expedited through customs. Failure to do so may subject Contractor to liquidated damages as identified herein and/or to other remedies available by law or Contract. Neither the Purchasing Activity nor the Purchaser will incur additional costs related to Contractor's payment of such fees.

### **Taxes**

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for Federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

### **Collection of Retail Sales and Use Taxes**

In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to the Washington State Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to the DOR if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;

4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
5. Other factors identified in Chapter 458-20 WAC.

#### **Department of Revenue Registration for Out-of-State Contractors**

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the DOR. Refer to Chapter 458-20-193 WAC, and call the DOR at (800) 647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the DOR.

#### **4. Scope of Work**

##### **Definitions**

For the purposes of this Request for Proposal the following definitions shall apply:

- The Contractor means the party contracted by the Port of Tacoma and any organization retained by that contractor as a subcontractor;
- Port Project Manager (PM) will be assigned by the Port of Tacoma and may be replaced at the Port's discretion;
- Port site includes only those sites listed in Table 1;
- Stewardship includes:
  - trash removal,
  - removal of certain invasive species and weeds,
  - minor replanting, and
  - visual inspection for illegal or destructive activities.

##### **Contractor Responsibilities and Constraints**

The Contractor will perform stewardship activities as defined above and identified in Table 1. Initially, this will include ten Port sites totaling approximately 96 acres. Additional sites may be added as necessary and as instructed by the Port. For any given site, unless otherwise directed by the Port in writing, only those stewardship activities noted in Table 1 shall be performed. Sites and activities may be added to Table 1 with mutual agreement of the Port and the Contractor.

The Contractor shall:

- Supply all personal protective gear, preventive medical care (vaccinations etc.), tools and transportation to and between sites;
- Only use hand tools for the removal of vegetation;
- Not use vehicles off established roads or paths;
- Not use herbicides without the written permission of the Port of Tacoma;
- Obtain any permits necessary for the use of approved herbicides;
- Restrict the application of chemicals to certified person(s);
- Supply Port PM with a copy of report/forms for each herbicide used;

- Provide a crew chief for all sites. On designated sites, the crew chief must have a TWIC card and terminal specific training (training to be coordinated through Port PM), the ratio of TWIC card holders to non-card holders shall not exceed 5/1;
- Provide a crew chief that has the necessary understanding of native and invasive plants to provide technical advice to the Port and supervise crews during vegetation management activities;
- Manage coordination and payment for recycling or disposal of removed vegetation and trash at a licensed landfill, transfer station, or hauler as agreed upon with the Port;
- Manage coordination and payment for sanitary services, as necessary;
- Promptly report any observed illegal or destructive activities occurring at the site to the Port PM;
- Report observed emergency conditions including criminal acts, fire, etc., to Port Security (253-383-9472), the Port PM, and if necessary, to emergency responders (911);
- The Contractor shall comply with all security, safety, and privacy requirements related to work at the Port of Tacoma.
- Comply with all federal, state and local laws and regulations including permit terms and conditions; and
- Bill the Port in a timely manner, invoices shall include the following:
  - o the work accomplished at each site,
  - o hours spent at each site,
  - o a brief description (less than 1 page per site) of the condition of each site visited; and
  - o receipts for disposal and other incidental costs.

### **Proposal Elements**

Your organization is encouraged to submit a brief, concise proposal. Formal presentations are not anticipated; The Port reserves the right to interview after reviewing the proposals. Your proposal should address the following:

1. Knowledge and experience of your Organization in providing habitat stewardship services;
2. Knowledge and experience of the key personnel proposed to be assigned to this work;
3. Availability of the proposed personnel;
4. The organization's suggested approaches to the scope of work, including innovations, use of new technology or efficiencies;
5. Proposed rate schedule for personnel time and also include a table of job classifications and hour wage rate(s); Note the job classification information is not part of the bid evaluation but is for administration wage increases if necessary due to prevailing wage changes over the life of the contract.

6. Attachment A is the sample contract with the Port's standard Terms and conditions; describe the nature of any exceptions and the organizations proposed alternative.
7. Your organization's risk management, quality assurance and insurance programs; a certificate of insurance will be required;
8. Three firm references - provide owner names and telephone numbers; and
9. State the organization's understanding of prevailing wage compensation exemptions as set forth by RCW 35.21.278 and RCW 79A.35.130; and how the organization meets the intent of one or both RCW's cited.

### **Transportation Worker Identification Credential (TWIC)**

The requested services may require the awarded Contractor to work within a secured/restricted TWIC regulated terminal. TWIC is a credentialing program managed by the Department of Homeland Security (DHS), through the United States Coast Guard and the Transportation Security Administration. All credentialed merchant mariners and individuals who will need unescorted access to secure areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC, visit [www.tsa.gov/twic](http://www.tsa.gov/twic).

The awarded Contractor shall have a minimum of one TWIC compliant employee trained as an escort for every five workers not possessing TWIC cards working on a secured or restricted site. Each escort will be required to receive Terminal Operator provided escort training. All associated fees for obtaining a TWIC card are to be borne by the Contractor.

### **Remedies for Non – Conforming Service**

The Contractor may have the opportunity to correct nonconforming services at no additional cost to the Port by re-performing the work. Under particular circumstances reductions in price may be appropriate to address less than satisfactory performance. The bottom line is that the Port should not pay for services that do not conform, do not meet performance standards, or have not been properly rendered.

### **Right to Cancel**

The Port reserves the right to cancel or reissue all or part of this Solicitation at any time, as allowed by law, without obligation or liability.

### **Expansion Clause**

Expansion of scope of this contract may occur when in the opinion of the Port Contracts and Purchasing Department the circumstances meet the following criteria:

- a) It could not be separately bid;
- b) The change is for a reasonable purpose;

c) The change was not reasonably known to either the Port or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law);

d) The change is not significant enough to reasonably regard it as an independent body of work;

e) The change could not have attracted a different field of competition; and

f) And the change does not vary the essential identity or main purpose of the contract.

Agreement to such a contract modification must be mutual. Only the Port Contracts and Purchasing department has the authority make such agreements on behalf of the Port. No other Port department has the authority to make such written notices. Written formal notices will document all expansions.

The Port Purchasing shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Port purchasing manager.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. Approval of such changes will be by written order issued by the Procurement Coordinator.

#### **Trial Period and Right to Award to Next Highest Scoring Contractor**

The resulting contract will have a ninety-day (90) trial period. During the trial period, the Contractor(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the Port's decision shall prevail. The Port agrees to pay only for authorized work up to the date of termination. If termination of the contract occurs within the trial period, the Port reserves the option to award the contract to the next highest responsive Contractor by mutual agreement with such Contractor. Any new award will be for the remainder of the contract and will be subject to this trial period.

#### **Non-Disclosure Agreement**

Through the course of performing the janitorial services, personnel may encounter sensitive information and the successful Contractor will be required to sign the attached Non-Disclosure Agreement (NDA) at Attachment E.

#### **Site Security and Safety**

While on Port's premises, Contractor, its agents, employees, or Subcontractors shall follow with all physical, fire, safety or other security regulations. This includes the Failure to comply with any part of facility security or confidentiality is a violation of the contract specifications, terms, and conditions and may result in termination of the Contract. Unless the Port specifies otherwise in the Contract, the following shall apply:

#### **Price Protection**

For the term of the Contract, pricing for all Services will be no greater than the prices quoted in the Contractor's Proposal. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Services under similar terms and

conditions, through reduction in Contractor's list prices, promotional discounts, or other circumstances, Purchasers must be given immediate benefit of such lower prices and rates.

### **No Additional Charges**

Unless otherwise specified in the Solicitation, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

### **Price Adjustments**

At least 45 calendar days before the end of the current term of this Contract, Contractor may propose rate increases by written notice to the Purchasing Contract Administrator. The Contracts and Purchasing Contract Administrator may consider price adjustments, when determining whether to extend this Contract. The Contractor shall provide a detailed breakdown of their costs upon request. Price increases will be based on the CPI index as detailed in the sample contract .

Consideration of the Contractor's requests for adjustments in pricing will be at the sole discretion of the Purchasing, only after expiration of the firm and fixed price period, and then on a pass through basis only that does not produce a higher profit margin for Contractor than that established by the original contract pricing.

All price increases must have supporting documentation sufficient to justify the requested increase. Base documentation on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of Purchasing and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor will receive written approval from the Contract Administrator of any price adjustment and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments shall remain unchanged for at least one year thereafter.

The Port will not be bound by invoice prices that are higher than those in the contract, unless Purchasing has accepted the higher price and the amended the contract. The Contractor will correct any incorrect invoice pricing.

### **Subcontracts and Assignment**

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of 30 calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the Port of Tacoma for any breach in the performance of the Contractor's duties.



### **Contractor Authority and Infringement**

Contractor has authorization to sell under this Contract, only those services stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Purchasers that they have the Contract authority to sell any other materials, supplies, services, and/or equipment. Further, Contractor may not intentionally infringe on other established Port Contracts.

## **5. PAYMENT**

### **Prohibition on Advance Payments**

The Port does not accept requests for early payment, down payment or partial payment, unless the Bid or Proposal Submittal specifically allows such pre-payment proposals or alternates within the bid process.

### **Taxes on Invoice**

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with Chapter 458- 296-127-02620-247 WAC.

### **Identification**

All invoices, correspondence, and other written materials associated with this Contract shall be identified by the Contract number or the applicable Purchaser's order number.

## **6. INSTRUCTIONS, INFORMATION, AND COMMUNICATION**

This chapter details Port procedures for directing the RFP process. The Port reserves the right in its sole discretion to reject the proposal of any Contractor that fails to comply with any procedure in this chapter.

### **Communications with the Port**

Direct all Contractor communications concerning this solicitation to the Procurement Coordinator. The Procurement Coordinator for this solicitation is:

Sharon Rothwell  
(253) 592-6758  
[procurement@portoftacoma.com](mailto:procurement@portoftacoma.com)

Unless authorized by the Procurement Coordinator, no other Port official or Port employee is empowered to speak for the Port with respect to this acquisition. Any Contractor seeking to obtain information, clarification, or interpretations from any other Port official or Port employee (other than the Contract Coordinator) is advised that such material be used at the Contractor's own risk. The Port will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Contractors shall continue to direct communications to only the Port Procurement Coordinator. The Procurement

Coordinator will send out information to responding companies as decisions are concluded.

Contact by a Contractor regarding this acquisition with a Port employee other than the Procurement Coordinator or an individual specifically approved by the Procurement Coordinator in writing, may be grounds for rejection of the Contractor's proposal.

### **Questions**

Submit questions to the Procurement Coordinator no later than the date and time on page 1, in order to allow sufficient time for the Procurement Coordinator to consider the question before the bids or proposals are due. The Port prefers such questions to be through e-mail directed to the Procurement Coordinator e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Contractor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Contractor to assure that they received responses to Questions if any are issued.

### **Changes to the RFP/Addenda**

A change may be made by the Port if, in the sole judgment of the Port, the change will not compromise the Port's objectives in this solicitation. A change to this RFP will be made by issuing a formal written addendum. The Addendum shall become part of this RFP and included as part of the Contract. It is the responsibility of the interested Contractor to assure that they have received Addenda if any are issued.

### **Receiving Addenda and/or Question and Answers**

The Procurement Coordinator will make efforts to provide you notice, either through the RSS Feed or direction e-mail courtesy announcements that changes or addendums have been posted on the Port website. Notwithstanding efforts by the Port to provide such notice to known Contractors, it remains the obligation and responsibility of the Contractor to learn of any addendums, responses, or notices issued by the Port. Such efforts by the Port to provide notice or to make it available on the website do not relieve the Contractor from the sole obligation for learning of such material.

Note, that some third-party services may independently post Port of Tacoma bids on their websites. The Port does not, however, guarantee that such services have accurately provided Contractors with all the information published by the Port, particularly Addendums or changes to bid date/time.

All Bids sent to the Port shall be considered compliant to all Addendums, with or without specific confirmation from the Bidder that the Addendum was received and incorporated. However, the Procurement Coordinator can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The Procurement Coordinator could decide that the Bidder did incorporate the Addendum information, or could determine that the Bidder failed to incorporate the Addendum changes. If the changes are material, the Procurement Coordinator must reject the Offer, or the Procurement Coordinator may determine that the Bidder failed to incorporate the Addendum

changes, but that the changes were not material and therefore the Bid may continue to be accepted by the Procurement Coordinator.

### **RFP Submittal Requirements**

Contractors will submit:

- Proposal Package; and
- References

This section details Port procedures for submittal.

- a) Number all pages sequentially. The format should follow closely that requested in this RFP.
- b) The Port may designate page limits for certain sections of the response. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- c) Contractors have full responsibility to ensure the response arrives at the Port within the deadline. A late submittal may be rejected, unless the lateness is waived as immaterial by the Port Purchasing and Contracting Services Director, given specific fact-based circumstances. Late responses may be returned unopened to the submitting firm; or the Port may accept the package and make a determination as to lateness.
- d) The response should be in 8 1/2" by 11" format. Non-recyclable materials are strongly discouraged. Contractors are encouraged to "double side." If there are page limitations, one side of a printed page is considered one page.

### **Submittal of Proposal**

#### **Electronic:**

E-mail electronic submittals to the [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) , on or before the deadline RFP Schedule, on the cover page or as otherwise amended). Any risks associated are borne by the Bidder. The Port e-mail system will generally allow documents up to, but no larger than, 10 Megabytes.

#### **No RFP Opening – No Reading of Prices**

The Port does not conduct a bid opening for RFP responses however; the Port will post a list of those submitting proposals.

#### **Offer Form**

Contractor shall specify response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. In the case of difference between the unit pricing and the extended price, the Port shall use the unit

pricing. The Port may correct the extended price accordingly. All prices shall be in US Dollars.

### **Contractor Responsibility to Provide Full Response**

It is the Contractor's responsibility to provide a full and complete written response, which does not require interpretation or clarification by the Procurement Coordinator. The Contractor is to provide all requested materials, forms, and information. The Contractor is responsible to ensure the proper submission of materials and that they accurately reflect the Contractor's specifications or proposal. During scoring and evaluation (prior to interviews if any), the Port will rely upon the submitted materials and shall not accept materials from the Contractor after the RFP deadline. This however this does not limit the right of the Port to consider additional information (such as references that are not provided by the Contractor but are known to the Port, or past experience by the Port in assessing responsibility), or to seek clarifications as needed by the Port.

### **Partial and Multiple Awards**

Unless stated to the contrary in the Port reserves the right to name a partial award and/or multiple awards, in the best interest of the Port. Contractors are to prepare proposals given the Port's right to a partial or multiple awards. For Proposals, the Port may negotiate with the successful Contractor, to finalize the work and specifications consistent with the objectives of the RFP.

### **Interlocal Purchasing Agreements**

This is for information only and is not be used to evaluate candidates. RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. The seller agrees to provide service(s) at the offer prices, terms, and conditions, to other eligible governmental agencies that have such agreements with the Port. The Port of Tacoma accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon offer to the Port.

### **Contract Terms and Conditions**

Contractors are to price and submit proposals with the understanding that they are required to comply with all specifications, requirements, Terms, and Conditions. Contractors are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein. Submittal of a proposal is agreement to comply without exception, unless modified by the Port. The Port has the right to negotiate changes to submitted proposals and to change the Port's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Contractor during the contract.

### **Negotiations**

Nothing herein prohibits the Port from opening discussions with the highest ranked apparent successful Contractor, to negotiate modifications to either the proposal or the

contract terms and conditions, in order to align the proposal or the contract to best meet Port needs within the scope sought by the RFP.

### **Effective Dates of Offer**

Offer prices and costs in Contractor's submittal must remain valid until Port completes award. Should any Contractor object to this condition, the Contractor must provide objection through a question and/or complaint to the Procurement Coordinator prior to the proposal due date.

### **Prompt Payment Discount**

On the Offer form or in submittal, the Contractor may state a prompt payment discount term, if the Contractor offers one to the Port. A prompt payment discount term of ten or more days will be considered in evaluation.

### **Cost of Preparing Proposals**

The Port will not be liable for any costs incurred by the Contractor in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Contractor's participation in demonstrations and the pre-proposal conference.

### **Contractor Responsibility**

It is the Contractor responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Contractors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Contractors as set forth in the Washington Revised Statutes.

### **Readability**

Contractors are advised that the Port's ability to evaluate proposals is dependent in part on the Contractor's ability and willingness to submit proposals, which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

### **Changes or Corrections in Proposal Submittal**

Prior to the submittal closing date and time, a Contractor may make changes to its proposal, if the change is initialed and dated by the Contractor. No change shall be allowed after the closing date and time. Note that you cannot change, mark-up, or cross-out any condition; format, provision, or term that appears on the Port has published Offer Form. If you need to change any of your own prices or answers that you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use whiteout.

### **Errors in Proposals**

Contractors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Contractor's obligations to the Port.

**Withdrawal of Proposal**

A submittal may be withdrawn by written request of the submitter, prior to the closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the Port.

**Rejection of Proposals and Rights of Award**

The Port reserves the right to reject any or all proposals at any time with no penalty. The Port also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

**Incorporation of RFP and Proposal in Contract**

This RFP and the Contractor's response, including all promises, warranties, commitments, and representations made in the successful proposal (as accepted by the Port), shall be binding and incorporated by reference in the Port's contract with the Contractor.

**Insurance Requirements**

1. The Contractor shall procure and maintain during the life of this contract such insurance. It shall protect it from claims or damages for bodily injury, including death resulting therefrom as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by itself, its agents, or by anyone directly or indirectly employed by either of them.
2. Certificates of all insurance shall be filed with the Port of Tacoma naming the Port of Tacoma as additional insured, and shall provide:
  - a. That the policies shall not be canceled or the amount thereof reduced, without thirty- days (30) prior written notice to the Port of Tacoma, and
  - b. That thirty-day (30) prior written notice shall also be given if the policy is not to be renewed at the scheduled expiration date.
3. The amount of such insurance shall not be less than:
  - a. Commercial General Liability Insurance, on an occurrence basis, including contractual liability and completed operations, in an amount of not less than One Million Dollars (\$1,000,000.00) for bodily injury, including sickness, disease, and death at any time resulting therefrom, sustained by any person and for property damage;
  - b. Business Auto Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for damages because of bodily injury or property damage;
4. The Contractor shall procure and maintain insurance in accordance with the requirements of all applicable State and Federal Worker's Compensation Laws. Contractor shall furnish to the Port of Tacoma evidence of such insurance, including Employers Contingent Liability (Stop Gap) Insurance.

**Proprietary or Confidential Information**

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, Purchasing shall maintain the confidentiality of Contractor's information marked

confidential or proprietary. If a request is made to view Contractor's proprietary information, Purchasing will notify the Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Purchasing will release the requested information on the date specified.

The Port's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as Purchasing retains Contractor's information in the Purchasing records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

### **Requesting Disclosure of Public Records**

The Port asks Contractors/Sub-Contractors and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the Port will continue to be responsive to all requests for disclosure of public records as required by State Law.

### **Non-Endorsement and Publicity**

Neither Purchasing nor the Purchasers are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to Purchasing, any Purchaser, or the Port of Tacoma in any literature, promotional material, brochures, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of the Purchasing Manager.

## **7. EVALUATION PROCESS**

**Step #1:** Initial Screening: Purchasing shall first review submittals to for initial decisions on responsiveness of the bid and bidder responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2

**Step #2:** Proposal Evaluation: The Port will evaluate proposals using the criteria specified below. Responses will be evaluated and ranked or scored.

**Specifications:** The Port will evaluate each Contractor's compliance with the specifications and other bid requirements set forth in the RFP.

**Discounts for prompt payment** shall be reviewed for acceptance and shall be calculated into the Contractor's response for purposes of evaluation.

**Pricing:** Shall be presented as a detailed line item budget totaling to a total project cost per year.

**Formula:** Lowest total Bid evaluation price divided by a higher total Bid evaluation price (Bid that is being evaluated) multiplied by number of available points equals the cost factor evaluation points. Points will be rounded to two places to the right of the decimal point using standard rounding method.

The Contractor with the lowest Total Bid Evaluation Price will receive the maximum allotted points for pricing. All other Contractors pricing points will be proportionate to the most favorable pricing. The example calculation below shows that a Contractor whose bid price is twice as much as the lowest proposed price would receive only half of the maximum available points.

$$\frac{\text{Lowest Bidder Total Bid Evaluation Price}}{\text{Other Bidder's Total Bid Evaluation Price}} \times \text{Maximum Available Points} = \text{Awarded Price Points}$$

$$\frac{\$100}{\$200} \times 70 \text{ points} = 35 \text{ points}$$

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.

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

**Evaluation Criteria: Points**

1	Project budget (total cost)	10
2	Experience of the Organization	25
3	Experience & availability of Key Personnel	25
4	Project Approach & Schedule	40
	Total Points	100
5	References	Pass/ Fail
6	Interview Optional	100

**Step #3:** Interview: The Port may interview top ranked firms that are considered most competitive. If interviews are conducted, rankings of firms and award configurations shall be determined by the Port, using the combined results of interviews and proposal submittals.

The Contractor is to submit the list of names and company affiliations with the Procurement Coordinator before the interview. Contractors invited to interview are to bring the assigned Project Manager and/or Supervisor that has been named by the Contractor in the Proposal, and may bring other key personnel named in the Proposal not to exceed three (3) people total. The Contractor shall not, bring an individual who does not work for the Contractor or for the Contractor's Subcontractor on this project, without specific advance authorization by the Procurement Coordinator.

**Step #4:** Selection: The Port shall select the highest ranked Contractor for award.



**Step #5: Contract Negotiations:** The Port may negotiate elements of the proposal as required to best meet the needs of the Port, with the apparent successful Contractor. The Port may negotiate any aspect of the proposal or the solicitation.

**Repeat of Evaluation Steps:** If no Contractor is selected at the conclusion of all the steps, the Port may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, the Port shall then sequentially step through all remaining steps as if conducting a new evaluation process. The Port reserves the right to terminate the process if it decides no proposals meet its requirements.

**Points of Clarification:** Throughout the evaluation process, the Port reserves the right to seek clarifications from any Contractor.

**Tie Scores:** In the event that the top two Contractors receive the same total score, the Procurement Coordinator will use a coin toss to determine the winner. Those on the evaluation team shall serve as witness to the event.

## **Disclosure**

In order to protect the integrity of the contracting process, proposals will not be disclosed until after award and signing of any contract that may result from this Request for Proposal. After the contract is signed, the proposal shall be deemed public record as defined in the Washington State Public Disclosure Act.

Any information contained in the proposal that the Contractor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 through .340, must be clearly designated. The page and the particular exception(s) from disclosure upon which the Contractor is making the claim must be identified. Marking the entire proposal as confidential will be neither accepted nor honored and may result in disclosure of the entire proposal. The Port will consider a Contractor's request for exemption from disclosure; however, the Port will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential.

If any information is marked as proprietary in the response, such information will not be made available for public disclosure until the affected Contractor has been given an opportunity to seek a court injunction against the requested disclosure.

The Port reserves the right to amend this RFP by addendum, 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 also reserves the right to require a best and final offer from finalists. This RFP may be used to select Contractors for similar type of work within five years from the date of advertisement.

## **8. AWARD AND CONTRACT EXECUTION INSTRUCTIONS**

The Procurement Coordinator intends to provide written notice of the intention to award in a timely manner and to all Contractors responding to the Solicitation.

### **Protests and Complaints**

Protests and/or complaints are to be filed with the Director of Contracts and Purchasing. The Port has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. They are:

- **For specification protests**, the protester must state exact location of the challenged portion or clause, unless the challenge concerns an omission, an explanation of why any provision should be struck, added, or altered, and contain suggested corrections. A specification protest must be filed within five (5) working days of solicitation release;
- **For non-responsive determinations**, the aggrieved Contractor must specifically state why the determination is in error, identify where its submittal where it believes it is responsive, and why it believes, the Port was in error when it made the non-responsive determination. A non-responsive protest must be filed within two (2) working days of notification (Intermediate Saturdays, Sundays and legal holidays are not counted as business days); and
- **For protests regarding award determinations**, the aggrieved Contractor(s) protest must set forth in specific terms the reasons why the Port's decision is thought to be erroneous. An award determination protest must be filed within two (2) working days of notification.

Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the Port. Note that there are time limits on protests and Contractors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner. Written protests are to be sent by e-mail to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com). Failure to comply with the protest procedures will render a protest waived. Timely compliance and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

### **Instructions to the Apparently Successful Contractor(s)**

The Apparently Successful Contractor will receive Intent to Award Letter from the Procurement Coordinator after the award decision is made by the Port. The Letter will include instructions for final submittals that are due prior to execution of the contract or Purchase Order.

Once the contract is issued for signature, the Contractor must execute the contract and provide all requested documents within ten (10) business days. If the Contractor fails to execute the contract with all documents within the ten (10) day period, the Port may cancel the award and proceed to the next ranked Contractor, or cancel or reissue this

solicitation. Cancellation of an award for failure to execute the Contract as attached may result in Contractor disqualification for future solicitations for this product/service.

**Checklist of Final Submittals Prior to Award**

The Contractor(s) should anticipate that the Letter would require at least the following. Contractors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- State of Washington Business License
- Completion of New supplier package
- Certificate of Insurance (if a hard-copy is required by the specifications)

**Taxpayer Identification Number and W-9**

Unless the Contractor has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the Port, the Contractor must execute and submit this form prior to the contract execution date.

**Attachments:**

Attachment A –Sample Contract With Terms and Conditions

**Table:**

Table 1 - Table of Port Sites and Stewardship activities



Sample Contract

## **PURCHASED SERVICES AGREEMENT NO.**

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**PROJECT:** Mitigation Site Stewardship Program

**Vendor:** \_\_\_\_\_

**PROJECT MANAGER:** \_\_\_\_\_

**PROJECT NO.** \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (*hereinafter referred to as the "Port"*) and \_\_\_\_\_ (*hereinafter referred to as the "Vendor"*) for the furnishing of Purchased Services for the 2011 Port Mitigation Site Stewardship Program (*hereinafter referred to as the "Project"*).

The Port and Vendor mutually agree as follows:

### **SCOPE OF WORK**

#### **Definitions**

- The Contractor means the party contracted by the Port of Tacoma and any organization retained by that contractor as a subcontractor;
- Port Project Manager (PM) will be assigned by the Port of Tacoma and may be replaced at the Port's discretion;
- Port site includes only those sites listed in Table 1;
- Stewardship includes:
  - trash removal,
  - removal of certain invasive species and weeds,
  - minor replanting, and
  - visual inspection for illegal or destructive activities.

#### **Contractor Responsibilities and Constraints**

The Contractor will perform stewardship activities as defined above and identified in Table 1. Initially, this will include ten Port sites totaling approximately 96 acres. Additional sites may be added as necessary and as instructed by the Port. For any given site, unless otherwise directed by the Port in writing, only those stewardship activities noted in Table 1 shall be performed. Sites and activities may be added to Table 1 with mutual agreement

of the Port and the Contractor.

The Contractor shall:

- Supply all personal protective gear, preventive medical care (vaccinations etc.), tools and transportation to and between sites;
- Only use hand tools for the removal of vegetation;
- Not use vehicles off established roads or paths;
- Not use herbicides without the written permission of the Port of Tacoma;
- Obtain any permits necessary for the use of approved herbicides;
- Restrict the application of chemicals to certified person(s);
- Supply Port PM with a copy of report/forms for each herbicide used;
- Provide a crew chief for all sites. On designated sites, the crew chief must have a TWIC card and terminal specific training (training to be coordinated through Port PM), the ratio of TWIC card holders to non-card holders shall not exceed 5/1;
- Provide a crew chief that has the necessary understanding of native and invasive plants to provide technical advice to the Port and supervise crews during vegetation management activities;
- Manage coordination and payment for recycling or disposal of removed vegetation and trash at a licensed landfill, transfer station, or hauler as agreed upon with the Port;
- Manage coordination and payment for sanitary services, as necessary;
- Promptly report any observed illegal or destructive activities occurring at the site to the Port PM;
- Report observed emergency conditions including criminal acts, fire, etc., to Port Security (253-383-9472), the Port PM, and if necessary, to emergency responders (911);
- The Contractor shall comply with all security, safety, and privacy requirements related to work at the Port of Tacoma.
- Comply with all federal, state and local laws and regulations including permit terms and conditions; and
- Bill the Port in a timely manner, invoices shall include the following:
  - o the work accomplished at each site,
  - o hours spent at each site,
  - o a brief description (less than 1 page per site) of the condition of each site visited; and
  - o receipts for disposal and other incidental costs.

## **ASSUMPTIONS**

In conducting the work listed defined in the Scope of Work and Attachment A, the Vendor shall:

- Supply all personal protective gear, preventive medical care (vaccinations etc.), tools and transportation to and between sites.
- Only use hand tools for the removal of vegetation.
- Use vehicles only on established roadways and paths designated for vehicles.

- A written request to the Port's Project Manager must be submitted and written approval obtained prior to any use of herbicide(s) at each site. Such request shall include the name of the herbicide(s), the Material Safety Data Sheet for the herbicide requested, the method of application and the name of the site.
- Obtain all permits necessary for the use of approved herbicides from the appropriate regulatory agency(s).
- Provide a crew chief for each site. The Crew Chief shall have the necessary understanding of native and invasive plants to provide technical advice to the Port and supervise crews during vegetation management activities. On designated sites, the Crew Chief must have a TWIC card and terminal specific training (to be coordinated through the Port's Project Manager). The ratio of TWIC holders to non-card holders shall not exceed 1/5.
- Make use of Port provided dumpsters or recycle or dispose of trash at a licensed landfill, transfer station or hauler as agreed upon for each site.
- Work shall be accomplished within the timeframes defined in Attachment A. Each exception to the performance of work outside of the established timeframes shall be approved in writing by the Port's Project Manager prior to occurrence.
- Report observed criminal acts, fire or all other activity requiring emergency response to Port Security (253) 383-9472. After reporting to Port Security, contact the Port's Project Manager.
- The words "Vendor" and "Consultant" are used interchangeably in this agreement and mean the same thing.

## **COMPENSATION**

This will be accomplished on a time and materials basis and will not exceed \$\_\_\_\_\_ without prior written approval from the Port. If additional sites are added to the Scope of Work, this amount may be increased subject to negotiated written agreement between both parties.

Vendor is responsible for working within the budget (Attachment A) as agreed. Should the Vendor incur costs beyond the not-to-exceed contract budget amount without an executed amendment to this contract, the vendor is solely responsible for the additional costs.

Vendor shall submit uniquely numbered invoices showing description of work items being invoiced (less than one page/site), contract number, project number, title of project, hours expended, and all authorized expenses itemized with backup (i.e. receipts). Unless specifically negotiated, **the Port will not separately reimburse the firm for routine overhead and internal expenses**, including but not limited to:

- Computer software or hardware usage
- Graphics supplies or plotter use
- Digital camera or batteries usage
- Communications (except long distance) including: Cell phone rental; Fax transmissions; and routine postage or courier
- Routine reproduction or copying, except for deliverables (see reimbursables)

The invoice shall also reflect the total contract amount authorized, total current invoice, and balance of authorization.

All invoices shall be e- mailed "Attention: Contracts and Purchasing Department" with the contract or purchase order number on the subject line. Invoices may be emailed to

[cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com). The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

Vendor 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. Invoices submitted for all work performed in the last quarter of the calendar year shall be submitted no later than January 6<sup>th</sup> of the following year.

The length of this agreement is from \_\_\_\_\_ to \_\_\_\_\_.

This agreement is expressly conditioned upon the Terms and Conditions attached and by reference incorporated herein. Vendor acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

**AGREED**

**PORT OF TACOMA**

**VENDOR'S NAME**

By \_\_\_\_\_ Date \_\_\_\_\_  
Sharon Rothwell  
Manager, Purchasing and Supplier  
Diversity

By \_\_\_\_\_ Date \_\_\_\_\_

# **Port of Tacoma Terms and Conditions Purchased Services Agreement**

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

subconsultants, and incorporated into the contract documents as appropriate.

## **1. Representatives**

The Port's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

## **2. 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.

## **3. 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.

## **4. 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.

## **5. Compliance with Laws**

a) 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.

b) The Port shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and

## **6. Records and other Tangibles**

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.

## **7. 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 plans, specifications 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 documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

## **8. 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.

## **9. Deliverables**

All tangible materials produced as a result of this Agreement shall be prepared as specified by the Port's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product on floppy disk or CD-Rom in a PDF format or other format specified by the Port. Deliverable drawings shall be prepared in accordance with the Port's "Consultant Drawing Submittal Procedure" and "Technical Specification Development Procedure". The Port may offset from the Consultant's fee expenses incurred by the Port in correcting drawings or specifications not prepared in accordance with the Port's procedure.



**10. Compensation**

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. Consultant's expenses will be reimbursed at cost, with the exception of all third party costs which will be reimbursed at cost plus the negotiated percentage markup.

**11. Payment Schedule**

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, by the 10<sup>th</sup> of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

**12. Costs and Disbursements**

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

**13. 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 liability insurance as shall protect Consultant and any subconsultant performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultant, 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.

c) With respect to professional liability claims only, and not commercial general liability claims, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

d) Consultant shall submit to the Port of Tacoma, prior to the commencement of services, certificates of insurance evidencing:

i) Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

ii) Automobile Liability covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident; and

iii) Professional Liability not less than \$1,000,000 per claim and in the aggregate. Coverage shall remain in effect for the term of this Agreement plus three years.

e) All policies shall be issued by a company having an A. M. Best rating of A:VI or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to the Port. Except for professional liability, the Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B.

**14. Standard of Care**

a) Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

b) The Port's approval of plans, drawings and specifications shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the Port arising from the Consultant's errors, omissions or negligent performance of services furnished under this Agreement.

**15. NON-DISCRIMINATION**

The Consultant agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. It is further understood and agreed that if Vendor is in violation of this clause or an applicable affirmative action program, Vendor shall be barred from receiving awards of any contractual agreements from the Port of Tacoma unless a satisfactory showing is made that discriminatory practices or non-compliance has terminated and that a recurrence of such acts is unlikely.

**16. Time**

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. At the end of each month the Consultant shall submit a copy of the current schedule and a written narrative description of the work accomplished, identifying scheduled milestones and the status thereof. The Consultant shall also address issues which may result in completion beyond the established schedule or budget.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

Table 1: Stewardship Sites and Activities

	Acreage <sup>1</sup>	Weed Control	Trash Removal	Minor Replanting	Visual Inspection	Comments	TWIC?
Gog-Le-Hi-Te 1 Wetland	3.97	x	x	x	x	Does not include parking area.	N
Gog-Le-Hi-Te 1 Appendix	1.13	x	x	x	x		N
Gog-Le-Hi-Te II Phase 1	8.38	x	x	x	x		N
Clear Creek Phase I	9.7	x	x	x	x		N
Clear Creek Phase II	6.5	x	x	x	x		N
Milwaukee	30	x	x	x		Inside fence only. Stay off terminal.	Y
Slip 5 Hylebos Cleanup Action	2.7		x	x	x	Edge of asphalt to water.	Y
APM seaplane ramp	0.29		x		x		Y
Fairliner	3.35		x	x	x	Inside fence only.	Y
Place of Circling Waters	30	x	x	x	x		N
	96.02						

<sup>1</sup> Acreages are approximate  
Note: Acreages include water area. Monitoring reports may also direct stewardship activities.