



**PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 069938**

FINANCIAL ADVISORY SERVICES

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

RFP INFORMATION	
Contact:	Heather Shadko, Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 428-8697
Submittal Date	JUNE 6, 2014 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'FINANCIAL ADVISORY SERVICES' IN THE SUBJECT LINE

PORT OF TACOMA
Request for Proposals (RFP) #069938
Financial Advisory Services

The Port is soliciting proposals from firms interested in providing Financial and Swap advisory services to the Port.

A. BACKGROUND

The Port is a municipal corporation of the state of Washington (the "State"), created in 1918 under provisions of Title 53 RCW. The Port is governed by a five-member elected Commission. The Port is located in the western part of the State and is situated on Puget Sound's Commencement Bay, located along the southern portion of Puget Sound near the City of Tacoma. The Port owns approximately 3,500 acres of property, of which, about 2,500 are located in the Tideflats and are used for shipping terminal activity, warehouse distribution and manufacturing. The Port's boundaries are coterminous with the boundaries of Pierce County, which had an estimated population of approximately 814,500 in 2013

(source: <http://quickfacts.census.gov/qfd/states/53/53053.html>).

The Port operates in business lines directly and indirectly associated with marine cargoes. The Port serves more than 10 of the industry's largest container shipping lines and provides marine and export/import-oriented services such as dockage, cargo handling and storage activities. To learn more about the Port of Tacoma, visit www.portoftacoma.com.

B. SCOPE OF SERVICES

The Port of Tacoma will select a Financial Advisor and Swap Advisor to assist in the administration of all of the Port's debt and derivative instruments, as well as provide advice and expertise on a variety of other financial or fiscal matters that may arise during the term of the contract. The Financial Advisor and Swap Advisor may be from the same firm or separate firms. Interested firms may bid for either one or both of the Advisor roles. Specifically, the scope of services provided by the Advisors may include, but are not limited to, the following:

1. Financial Advisor

- Identify strategies, efficiencies, and opportunities to enhance the Port's overall financial and strategic position.
- Identify and evaluate opportunities to retire or refund outstanding bond indebtedness.
- Evaluate possible financing options and proposals on new products and other financing ideas developed by the Port or received from underwriters, or other municipal market participants.
- Review, analyze and provide guidance on the extension or replacement of Letters of Credit and Direct Purchases.

- In the event of a public new debt issuance or refunding, assist with all aspects of the transaction, including negotiations (if a negotiated transaction), bond issue preparation, review and evaluation of all bond documents, bond pricing, bond closing, and post-issuance assistance.
- In the event of a private placement of new debt or a refunding, assist with all aspects of the transaction including negotiations or competitive bid, document preparation, review and evaluation of the proposals, final terms, closing and post-issuance assistance.
- Assist in developing and presenting information to rating agencies, investors and other municipal market participants, including credit enhancement providers.
- Review, analyze and provide guidance on State and Federal legislation pertaining to and affecting the Port of Tacoma's debt positions and financing programs.
- Prepare analyses and other materials for use by Port staff in Board and/or Finance Committee presentations.
- Participate, as requested, in informational, due-diligence and other financial-related meetings with the Port and/or other market participants.
- Conduct financial and risk analysis as requested.

2. Swap Advisor

- Review and provide professional guidance on all documents and agreements related to the Port's swap positions.
- Evaluate strategies and opportunities to improve swap positions.
- Provide mark-to-market valuation of the Port's existing swap portfolio on a monthly basis.
- Perform effectiveness testing on the Port's existing swap portfolio on both an annual and as-required basis.
- In the event of novation and replacement, assist with all aspects of the transaction.
- Provide swap certification as necessary on new transactions per RCW 39.96.

C. PROPOSAL ELEMENTS & EVALUATION CRITERIA

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Firm's/Team's abilities to meet the requirement of this RFP. Emphasis will be on completeness of content. The written proposals should be prepared in the sequential order as outlined below. Proposals are limited to 15 numbered pages (8 ½ by 11 inch) excluding the cover letter and appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. Proposals that do not follow this format will not be reviewed.

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

1. Description of the firm's overall qualifications, experience and approach to providing the services requested, including references.
2. Brief resumes for key personal listing specific qualifications and responsibilities proposed to be assigned, with special emphasis on seaport financial advising experience; identification of the office and primary contact which will serve as the primary service location for performing the services described in this RFP; identification of any services to be provided from other locations.
3. With reference to planned and potential transactions over the next 5 years for Port debt and swaps, as shown in exhibits 1 and 2, respectively, identification of any concerns or opportunities that could improve or enhance the Port's current 5-year plan, including any analysis in support of conclusions.

D. FEE PROPOSALS

1. Provide the following fee schedules for Financial Advisor, Swap Advisor, or both.
2. Provide all fees based on an hourly rate, with the exception of new debt issues and refundings.
3. For hourly fee based transactions, provide a Not-to-Exceed Fee Cap.
4. Identify the methodology for increases, if any, during the term of the contract.

**Attachment C – Fee Proposal Table (provided as a fillable PDF).

Financial Advisor – With reference to the list of planned and possible transactions in exhibit 1, and to the Financial Advisor services listed above in the Scope of Services, provide the following fee schedules:

Schedule A – Hourly Rates for Individuals		
	Title	Base Hourly Rate
1		\$
2		\$
3		\$
4		\$
5		\$

Schedule B – Not-to-Exceed (Cap) on Transactions based on Hourly Fee		
	Transaction Description	Fee Cap
1	Extend Revenue Bond Direct Purchase	\$
2	Replace Revenue Bond Direct Purchase	\$
3	Extend Commercial Paper Letter of Credit	\$
4	Replace Commercial Paper Letter of Credit	\$

Schedule C – Debt Issuance and Refunding Service Fees				
	Type of Issue	\$ per \$1,000	Floor	Cap
1	LTGO, Fixed, Competitive	\$	\$	\$
2	LTGO, Fixed, Negotiated	\$	\$	\$
3	Revenue, Fixed, Competitive	\$	\$	\$
4	Revenue, Fixed, Negotiated	\$	\$	\$
5	Revenue, Variable, Negotiated	\$	\$	\$

Swap Advisor – With reference to the list of planned and possible transactions in exhibit 1, and to the Swap Advisor services listed in the Scope of Services, provide the following fee schedules:

Schedule D – Hourly Rates for Individuals		
Title		Base Hourly Rate
1		\$
2		\$
3		\$
4		\$
5		\$

Schedule E – Not-to-Exceed (Cap) on Transactions based on Hourly Fee		
Transaction Description		Fee Cap
1	Novation and Replacement of Swap	\$

All rates quoted shall be:

- Fully burdened, including, but not limited to, per diem, administrative overhead, local travel, lodging, and transportation (all direct/indirect expenses included).
- Quoted in US Dollars.
- Full cost inclusive of sales tax and other government fees, taxes and charges.
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

E. FINANCIAL ADVISOR SELECTION CRITERIA AND PROCESS

The following criteria will be used to evaluate proposals:

Initial Evaluation Phase

1. Firm Qualifications, Key Personnel Experience & References.....40 PTS
 - Describe the firm's overall qualifications, experience and approach to providing services.
 - Identify the key personnel (to include working titles, degrees, certificates and licenses), provide brief resumes for all key personnel, and provide a list of contracts/projects performed by key personnel in the last three years that are relevant to the items listed in the Scope of Services. For each contract/project, include a brief description and a customer point of contact with phone and email.

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 two pages. 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.

2. Analysis of 5-year Plan20 PTS

3. Fee Schedules.....40 PTS

Final Evaluation Phase (if applicable)

Interviews (at discretion of 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.

These criteria, combined with information obtained from interviews, if any, will be used to determine the successful financial advisor.

F. SPECIAL TERMS AND CONDITIONS

1. The Port intends to enter into a five-year initial agreement together with option(s) to renew the agreement for up to two additional years. The Port will consider adjustments to fee schedules during the option years when supported by documentation of changes in market conditions, cost or personnel qualifications.
2. All costs incurred in the preparation of proposals and participation in the selection process shall be borne by the proposer. Submittals are the property of the Port and will not be returned. Firms should identify any portions of their proposal deemed proprietary or otherwise exempt from public disclosure.
3. The Port reserves the right to request further information from finalist, award one or more contracts, or retain consultants via a separate selection process for a particular project.
4. Attachment B is the Port's standard Terms and Conditions. Should any questions or concerns arise regarding these, identify the term or condition in question, state why you have a question or concern, provide alternative language you would like the Port to adapt, and state why it is in the Port's best interest to adapt the alternative language.
5. Attachment B also contains the Port of Tacoma's Guidelines for Consultant Fees and Reimbursable Items. The selected firm should use this guideline during preparation of its fee proposal.
6. Local travel expenses shall be included in the fully burdened rates and fees. If travel beyond local travel is anticipated or required the Port will reimburse based on current federal guidelines.
7. No other compensation, whether commission or fee based, will be accepted by the Financial Advisor and Swap Advisor in connection with the services rendered to the Port without the Port's prior concurrence. The selected Financial Advisor and Swap Advisor shall not participate in or benefit from, either directly or

indirectly, any financial transactions for which they have or are providing advice during the term of the agreement.

8. The Financial Advisor and Swap Advisor will disclose to the Port any potential conflict of interest during the term of this agreement.
9. The Port reserves the right to terminate the contract should any changes to Key Personnel be made without the Port's consent.
10. The contract value will be amended to increase the amount by any debt issuance fees that are authorized via separate Commission action. Debt issuance costs will not count against original contract amount.
11. All proposals must be valid for Sixty (60) days.

G. 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 consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 et al, must be clearly designated. The page and the particular exception(s) from disclosure upon which the consultant 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 consultant'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 consultant has been given an opportunity to seek a court injunction against the requested disclosure. Working papers and the work product generated in connection with this engagement will be the property of the Port.

EXHIBIT 1 – FINANCIAL ADVISOR TRANSACTIONS

EXHIBIT 2 – SWAP ADVISOR TRANSACTIONS

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – CONSULTANT TERMS AND CONDITIONS

ATTACHMENT C – FEE PROPOSALS TABLE - (Fillable)

Exhibit 1 – Financial Advisor Transactions

The following table lists the major transactions, both planned and potential, over the next 5 years:

<u>Year</u>	<u>Transaction Description</u>	<u>Transaction Type</u>
2014	Refund 2004B Sr. Revenue Bonds (Years ending 2014-2029)	Planned
2015	Extend or replace 2008B Sub. Revenue Bond Direct Purchase	Planned
	Refund or extend 2014B Sub. Revenue Bond Direct Purchase	Planned
2016	Extend or replace Commercial Paper Letter of Credit	Planned
	Extend or replace 2008B Sub. Revenue Bond Direct Purchase	Potential
	Extend or replace 2014B Sub. Revenue Bond Direct Purchase	Potential
	Refund 2006 GO Bonds	Potential
	Refund 2006 Sr. Revenue Bonds	Potential
2017	Extend or replace 2008 Sub. Revenue Bond Direct Purchase	Planned
	Extend or replace 2008B Sub. Revenue Bond Direct Purchase	Potential
	Extend or replace 2014B Sub. Revenue Bond Direct Purchase	Potential
	Extend or replace Commercial Paper Letter of Credit	Potential
2018	Extend or replace 2008 Sub. Revenue Bond Direct Purchase	Potential
	Extend or replace 2008B Sub. Revenue Bond Direct Purchase	Potential
	Extend or replace 2014B Sub. Revenue Bond Direct Purchase	Potential
	Extend or replace Commercial Paper Letter of Credit	Potential
	Refund 2008 GO Bonds	Potential

Note: The above table reflects the major planned or potential transactions on an annual basis to the best of the Ports knowledge as of the time of this request. Actual transactions and associated time frames may vary.

Planned = transactions we expect to occur

Potential = transactions that may occur dependent on prior transaction terms

Exhibit 2 – Swap Advisor Transactions

The following table lists the major transactions, both planned and potential, over the next 5 years:

<u>Year</u>	<u>Transaction Description</u>	<u>Transaction Type</u>
2014	Annual Effectiveness Testing	Planned
	Quarterly Reporting	Planned
2015	Annual Effectiveness Testing	Planned
	Quarterly Reporting	Planned
	Novation and replacement of Swap	Potential
2016	Annual Effectiveness Testing	Planned
	Quarterly Reporting	Planned
	Evaluation of cancellation of 2006 swap with Morgan Stanley	Planned
	Novation and replacement of Swap	Potential
2017	Annual Effectiveness Testing	Planned
	Quarterly Reporting	Planned
	Evaluation of cancellation of 2006 swap with Morgan Stanley	Potential
	Novation and replacement of Swap	Potential
2018	Annual Effectiveness Testing	Planned
	Quarterly Reporting	Planned
	Evaluation of cancellation of 2006 swap with Morgan Stanley	Potential
	Novation and replacement of Swap	Potential

Note: The above table reflects the major planned or potential transactions on an annual basis to the best of the Ports knowledge as of the time of this request. Actual transactions and associated time frames may vary.

Planned = transactions we expect to occur

Potential = transactions that may occur dependent on prior transaction terms

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	MAY 14, 2014
Last Day To Submit Questions	MAY 29, 2014
Proposal packets due	JUNE 6, 2014 @ 2:00 PM (PST)
Short List Consultants*	JUNE 12, 2014
Interviews (if required)*	WEEK OF JUNE 16TH
Final Selection*	JUNE 27, 2014
Execute Contract*	JULY 2014

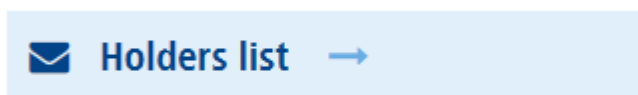
*Dates are tentative.

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

VENDOR OBLIGATION

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contracts'; 'Procurements'.

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



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

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

COMMUNICATION / INQUIRES

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port, other than the Procurement Representative listed on the 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. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have subscribed to 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 RFP. Send your electronic submittal to:

procurement@portoftacoma.com.

Name of Firm, RFP Title (Subject Line)

Please submit one electronic copy in Adobe Acrobat PDF format, including all appendices. Submittals need to be limited to **9 MB in total email size**. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

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

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

EVALUATION AND AWARD PROCESS

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

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

The Port intends to select the Proposer who represents the best value to the Port and begin the negotiation and award process based on the evaluated scores.

The selected Consultant will be invited to enter into contract negotiations with the Port. Should the Port and the selected firm(s) not reach a mutual agreement, the Port will terminate negotiations and move to the next highest ranked firm and proceed with negotiations.

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

Procedure When Only One Proposal is received

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

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

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

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Port of Tacoma encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

PUBLIC DISCLOSURE

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

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Port by the stated deadline, the Port will release the requested portions of the Proposals. 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.



People. Partnership. Performance.

P.O. Box 1837
Tacoma, WA 98401-1837
www.portoftacoma.com

PERSONAL SERVICES AGREEMENT NO. **XXXXXX**

PROJECT: **Title** _____

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

PROJECT MANAGER: **PM** _____

PROJECT NO. / GL ACCOUNT NO. **#####** _____

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** Personal Services (hereinafter referred to as the "Project").

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will

DELIVERABLES

ASSUMPTIONS

COMPENSATION

This will be accomplished on a **time and materials** basis and will not exceed **\$00,000.00** without prior written approval from the Port.

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

All third party costs will be paid per paragraph 8 of the attached Terms and Conditions, at cost plus % markup. The hourly rates are as stated in Attachment "A".

All invoices shall be mailed "Attention: Contracts Department". Invoices may be emailed to cpinvoices@portoftacoma.com. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

Consultant agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment.

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

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

AGREED

PORT OF TACOMA

CONSULTANT (LEGAL NAME)

By _____
Name
Title
Date

By _____
Date

Print Name
Title

Port of Tacoma Terms And Conditions Personal Services Agreement

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

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

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.

5. 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.

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.

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. 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, subject to attached guidelines, with the exception of all third party costs which will be reimbursed at cost plus the negotiated percentage markup.

9. 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, in accordance with the Port's "Guidelines for Consultant Fees and Reimbursable Items", 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 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 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 and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.
- c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

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.

****FEE PROPOSALS**
069938 Financial Advisory Services

Financial Advisor – With reference to the list of planned and possible transactions in exhibit 1, and to the Financial Advisor services listed above in the Scope of Services, provide the following fee schedules:

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Title		Base Hourly Rate
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Schedule C – Debt Issuance and Refunding Service Fees				
Type of Issue		\$ per \$1,000	Floor	Cap
1	LTGO, Fixed, Competitive	\$	\$	\$
2	LTGO, Fixed, Negotiated	\$	\$	\$
3	Revenue, Fixed, Competitive	\$	\$	\$
4	Revenue, Fixed, Negotiated	\$	\$	\$
5	Revenue, Variable, Negotiated	\$	\$	\$

Swap Advisor – With reference to the list of planned and possible transactions in exhibit 1, and to the Swap Advisor services listed in the Scope of Services, provide the following fee schedules:

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2		\$
3		\$
4		\$
5		\$

Schedule E – Not-to-Exceed (Cap) on Transactions based on Hourly Fee		
Transaction Description		Fee Cap
1	Novation and Replacement of Swap	\$

**All proposals shall be fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included).