



**PORT OF TACOMA AND  
NORTHWEST SEAPORT ALLIANCE  
REQUEST FOR PROPOSALS  
No. 070634**

**Benefit Broker**

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

RFP INFORMATION	
Contact:	Juli Tuson, Procurement
Email Addresses:	<a href="mailto:nwsaprocurement@nwseaportalliance.com">nwsaprocurement@nwseaportalliance.com</a>
Phone:	(253) 383-9436
Submittal Date	<b>JULY 28, 2017 @ 2:00 PM (PST)</b>

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

**PORT OF TACOMA & NORTHWEST SEAPORT ALLIANCE**  
**Request for Proposals (RFP) #070634**  
**Benefit Broker**

The Port of Tacoma (Port) and Northwest Seaport Alliance (NWSA) are soliciting proposals from firms interested in providing benefit broker services for the Port and NWSA benefit plans. The Port is seeking the contract to begin January 1, 2018 for five (5) years with two one year options, at the sole discretion of the Port, for a possible total of seven (7) years.

**A. BACKGROUND**

The NWSA is an operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the fourth-largest container gateway in North America. Regional marine cargo facilities also are a major center for bulk, breakbulk, project/heavy-lift cargoes, automobiles and trucks.

The NWSA is governed by the two ports as equal Managing Members. The Managing Members consist of the five commissioners of each port. Each port's commissioners are elected at large by the citizens of their respective counties. To learn more about the NWSA, visit [www.nwseaportalliance.com](http://www.nwseaportalliance.com).

The Port is an economic engine for South Puget Sound. More than 29,000 jobs are generated by port activity, which also provides \$195 million per year in state and local taxes to support education, roads, police and fire protection for our community. As a partner in the NWSA, the Port is also a major cargo gateway to Asia and Alaska. To learn more about the Port, visit [www.portoftacoma.com](http://www.portoftacoma.com).

The Port employs approximately 200 benefited employees (approximately 110 of these employees are represented by one of three collective bargaining agreements; negotiations are starting for a fourth collective bargaining agreement) and provides these employees a comprehensive and generous benefit package that includes Port paid medical, dental, vision, life insurance, long term disability and monthly VEBA contributions.

The NWSA employees approximately 50 benefited employees (none represented by collective bargaining agreements) and provides these employees the same comprehensive and generous benefit package that is provided to the Port's non-represented employees.

The Port and NWSA currently offer the following benefits:

### **LIST OF EMPLOYEE BENEFIT PLANS AND VENDORS**

<b>Benefit</b>	<b>Participation</b>
Medical – First Choice Health Network (self-insured)	~250
Medical – Regence BlueShield (fully insured)	~10
Dental – Delta Dental (fully insured)	~250
Dental – Regence (fully insured)	~10
Vision – VSP (self-insured)	~250
Long Term Disability – Symetra	~235
Life and AD&D – Symetra	~240
Supplemental Life Insurance – Symetra	~100
VEBA – HRAVEBA	~250
Flexible Spending – Navia Benefits	~75
Employee Assistance Program – First Choice Health	~250

Additionally, the Port has ~15 retirees on its health plan and 2 COBRA participants.

Voya provides the Port and NWSA's stop loss insurance.

The Port is currently reviewing its total rewards package and expects to propose a new total rewards package by year's end. It is expected that this total rewards package may be implemented as early as April 1, 2018.

The Port and NWSA's Standard Terms and Conditions are included as Attachment B to this RFP. By submitting a Proposal, the Broker represents that it has carefully read and agrees to be bound by the Port and NWSA's Standard Terms and Conditions. Identify, during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the Port's and NWSA's best interests to adopt the alternative language.

### **B. SCOPE OF SERVICES**

The Benefit Broker ("Broker") will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

#### **Company/ Personnel qualifications:**

Broker must:

1. Be licensed to do business in the state of Washington;
2. Have at least five years in business as a licensed benefit Broker; and
3. Have experience conducting HIPAA Privacy and Security Gap Analysis.

## **Strategic Consulting and Negotiations:**

### **Annual Renewals:**

1. Negotiate annual plan renewals for all employee health and welfare plans to include stop loss insurance;
2. Provide a complete in person year-end reconciled financial review;
3. Conduct actuarial analysis of claims reserves and funds requirements; and
4. Prepare alternative funding analysis as requested.

### **Market Studies:**

1. Provide market analysis, best practices and benchmarking services;
2. Prepare bid specifications and solicit proposals from benefit vendors and insurance carriers ("Vendors"). The Port and NWSA review each Vendor approximately every three years;
3. Evaluate and present a summary of Vendor bids; and
4. Assist with the development of Vendor performance guarantees.

### **Plan Design:**

1. Provide proactive guidance and advice on emerging trends in benefit plan design and offerings;
2. Advise and assist in the preparation, development, and evaluation of products and services necessary to implement and administer a quality employee benefit program with disease management and in-house wellness components; and
3. Assist in the implementation of alternative benefit designs (to include in-house wellness) to contain plan costs and align with industry practices.

### **Employee Support Services**

1. Maintain knowledge of the Port and NWSA's Employee Benefits Program;
2. Attend periodic meetings with Port and NWSA representatives to discuss relevant plan information;
3. Provide support personnel to act as liaison between the Port and NWSA and the health care plan administrator to assist and answer Port and NWSA's questions regarding:
  - a. Open enrollment;
  - b. Plan provisions;

- c. Networks; and
  - d. Claims issues.
- 4. Monitor and resolve Vendor performance concerns;
- 5. Prepare for and present benefit related information at labor negotiation meetings;
- 6. Assist in the development, preparation and review of Port and NWSA's benefit program;
- 7. Develop communications materials; and
- 8. Provide periodic training opportunities on health related topics.

### **Compliance Services**

#### **1. HIPAA Compliance**

- a. Perform a HIPAA/HITECH Privacy and Security Gap Analysis; evaluate the current standing of Port and NWSA business practices in relation to HIPAA Privacy and Security Rules. The analysis will include all HIPAA related administrative policies and procedures, physical plan and office conditions and information technologies in use by the Port and NWSA.
  - b. Develop a HIPAA/HITECH Privacy and Security program.
  - c. Describe in detail a proposed analysis process to be followed including a work plan documenting tasks to be accomplished, timeframes and the responsible party.
- 2. Review carrier contracts, benefit plan documents and insurance policies for legal compliance, applicability, accuracy and consistency. Detail any concerns with document language. Recommend alternative language as needed.
- 3. Participate in appropriate audits of Vendors, if requested by Port and NWSA. Medical TPA to be audited at least once every three years.
- 4. Provide access to in-house counsel.
- 5. Monitor, evaluate and proactively inform the Port and NWSA when changes to regulations and/or laws (e.g. Health Care Reform) may affect the benefits program(s). Regarding any such changes, provide the following:
  - a. Provide a summary of the regulation and/or law, identifying any impact to the Port and NWSA's plan(s);
  - b. Estimate any financial impact to the Port and NWSA;
  - c. Recommend changes to the Port and NWSA's plans to comply with the laws and/or regulations; and

- d. Conduct relevant training.
- 6. Assist with the development and review of benefit related personnel policies.
- 7. Proactively communicate required/recommended changes to annual benefit notices.

**C. DELIVERABLES:**

- 1. Annual Renewal Reports.
- 2. Marketing reports to summarize benefit solicitations.
- 3. Monthly claims experience reports to include:
  - a. Medical and prescription report for:
    - i. Entire organization;
    - ii. Non-represented Port employees;
    - iii. NWSA employees;
    - iv. Represented employees; and
    - v. Retirees.
  - b. High Claims Report.
  - c. Dental Report.
  - d. Vision Report.
- 4. Annual IBNR for both entities (NWSA and Port).
- 5. Presentation of plan recommendations at management team, commission, and/or labor meetings.
- 6. Actuarial reports summarizing the financial impact of any new laws, regulations and/or changes to the Port and NWSA's benefit plans.
- 7. Templates for benefit related policies and procedures.
- 8. Training to keep the Port and NWSA's plans compliant with laws and regulations.
- 9. HIPAA/HITECH Deliverables:
  - a. Compare HIPAA Privacy and Security regulations with all Washington state security and confidentiality statutes and identify which state statutes are more restrictive than the federal law.

- b. Conduct onsite visits to evaluate physical structures to determine if building or space modifications are required to comply with HIPAA Privacy and Security regulations or other state privacy and security statutes.
- c. Interview selected staff members regarding common privacy and security related practices to include, but not be limited to, disposal, storage and encryption practices and procedures.
- d. Identify all information systems and communication networks that store, maintain or transmit ePHI and determine compliance with HIPAA Privacy and Security regulations or other state privacy and security statutes.
- e. Evaluate potential risks (to include the cost of failure related to privacy or security breaches and related public communication costs) associated with how the Port and NWSA collect, use, manage, house, disclose and dispose of information. Evaluate options or changes to current practices in order to meet HIPAA Privacy and Security regulations or other state privacy and security statutes. Evaluate risks related to management, investigation and remediation of privacy and security breaches.
- f. Analyze the current Port and NWSA physical and electronic PHI-handling and monitoring practices against the requirements of HIPAA Privacy and Security regulations and identify gaps between current practices and required practices under HIPPA Privacy and Security regulations.
- g. Review Port and NWSA Breach incident reporting and response practices.
- h. Review Port and NWSA policies, procedures, resolutions and Business Associate Agreements and Privacy and Security Officer's job description for HIPAA Privacy and Security compliance.
- i. Review Port and NWSA training on HIPAA and determine if there are gaps between training content and HIPAA Privacy and Security standards or state privacy and security statutes. Recommend changes to improve training efficacy. Identify training requirements for all staff, management, and executive levels to include determination if some training should be procured externally.
- j. Identify specific remediation steps to correct potential violations.
- k. Suggest specific short and long-term projects, including a tentative timeframe and budget, for the correction of identified discrepancies in HIPAA Privacy and Security compliance.

10. Annual timeline detailing services to be performed during year.

#### **D. PROPOSAL ELEMENTS & EVALUATION CRITERIA:**

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

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

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

- Describe any claim submitted by any client against the prime firm within the past two years related to the professional services provided by the firm or its key personnel. For purposes of this request, "claim" means a sum of money in dispute in excess of 10% of the firm's fee for the services provided.
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.

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

#### **INITIAL EVALUATION PHASE**

##### **1. Capacity, Qualifications & Experience**

Company Overview: Provide information regarding the history (to include years in service as a Broker) and organization of the Broker.

Location: Provide the location of Broker's main office and branches. Describe the Broker's proposal for and expected frequency of onsite meetings at the Port and NWSA.

Team Experience: Identify the proposed team (to include working titles, degrees, certificates and licenses). Demonstrate the team's experience, qualifications and capacity in performing the requested services and describe how the team meets or exceeds the required qualifications.

The Port and NWSA will evaluate the experience, technical competence, qualifications and capacity of the Key Personnel identified, their project specific roles and responsibilities, and overall organization of the project team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity in the Pacific Northwest region (e.g. public sector, self-insured, unionized workforce, etc.).



Provide a history or resume of key personnel. Resumes may be included as an appendix and are not included in the total page count. Resumes are limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

References: Include a list of local contracts/projects, **excluding** any work done for the Port or NWSA, in the last three years, to include a point of contact, contact information (phone and email), and brief description of services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.

## **2. Project Approach Narrative**

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

- Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the tasks summarized in the scope of services. Include a summary of innovative ideas and suggestions for enhancing the scope of services. Detail Broker's available resources that support the accomplishment of the Scope of Services to include any available online resources.
- Coordination & Communication: Clearly describe an effective plan for communications and coordination between the project team, the Port and NWSA's project manager and the various stakeholders. This plan should identify how the team will work with project manager to identify and accomplish plan goals.
- Compliance: Detail approach, capabilities, resources and deliverables provided to keep the Port and NWSA's plans compliant with all laws and regulations.
- Benchmarking: Detail benchmarking capabilities to include resources and tools available, collection and compilation methods, and presentation preferences.
- Risks: What risks, that are beyond your control, do you see in providing this service and how would you mitigate them?

## **3. Compensation**

Describe your fixed price fee proposal including methodology for rebating any commission and any performance guarantees.

Proposal should be for a five year contract, with the option to renew for years six and seven, for a maximum contract length of seven years.

All rates quoted shall be:

- Quoted in US Dollars;
- Full cost inclusive of, but not limited to, sales tax and other government fees, taxes and charges as well as travel, lodging, and administrative overhead.
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

## Scoring

Criteria	Points
Capacity & Qualifications of Team – demonstrates staff/company resources and qualifications to proficiently service the Port and NWSA's account.	15
Experience in performing work of similar scope and for similar employers and benefit plans.	15
Proposed approaches and methods to accomplish scope of work are well thought out, organized, comprehensive, innovative and reflective of best practices.	15
Demonstration of purchasing power and the ability to negotiate the most competitive rates with vendors.	10
Proposal includes an effective plan for communication, training, and coordination in efforts between account, team, Port and NWSA's project manager and various stakeholders.	10
Resources, capabilities and deliverables offered in compliance.	10
Benchmarking capabilities.	10
Fee proposal.	10
Performance guarantees.	5

## **FINAL EVALUATION PHASE (if applicable)**

1. Interviews (as requested by the Port).....100 PTS

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

2. References (as requested by the Port).....50 PTS

If an award is not made based on the written evaluations and interviews, reference checks may be performed on the selected firm. The Port may evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the proposal.

## **ATTACHMENT A – INSTRUCTIONS FOR PROPOSING**

## **ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS**

## **ATTACHMENT C – REFERENCES**

## **PROCUREMENT PROCESS**

### **SOLICITATION TIMELINE:**

Issuance of RFP	JUNE 23, 2017
Last Day To Submit Questions	JULY 14, 2017
<b>Submittals due</b>	<b>JULY 28, 2017 @ 2:00 PM</b>
Short List Consultants*	AUGUST 18, 2017
Interviews (if required)*	SEPTEMBER 12, 2017
Final Selection*	SEPTEMBER 18, 2017
Execute Contract*	JANUARY 1, 2018

\*Dates with an asterisk are estimated dates and are for information purposes only.

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

### **VENDOR OBLIGATION**

Port of Tacoma/Northwest Seaport Alliance Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, [www.portoftacoma.com](http://www.portoftacoma.com) under 'Contracts'; Procurement and then finding RFP Number (070634) and title (Benefit Broker 2017).

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



Detailed instructions for subscribing to the Holder's List for Port of Tacoma Procurements are available [here](#).

By subscribing to the Holders List, firms will automatically be notified when new documents or changes relating to this procurement occurs.

### **COMMUNICATION / INQUIRES**

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port or NWSA, 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, [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) with "Benefit Broker 2017" in subject line).

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

## **PRE-PROPOSAL CONFERENCE**

The Port/NWSA will not conduct a pre-proposal conference for this procurement. To obtain answers to any questions or for further clarifications, submit all questions as noted above.

## **ADDENDA**

The Port/NWSA 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 Holders 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](mailto:procurement@portoftacoma.com).  
Name of Firm, RFQ 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/NWSA. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

## **EVALUATION AND AWARD PROCESS**

An evaluation team will review the Proposals and evaluate all responses received based upon the criteria listed in the RFP. The Port/NWSA may request clarifications or additional information, if needed. A selection may be made based on the Proposals and initial evaluation criteria alone or the firms determined to be most qualified through the initial evaluation phase may be invited in for interviews and the final determination for short listed firms will be based on reference checks and/or interviews.

The Port/NWSA intends to select the proposed Team which represents the most qualified team to The Port/NWSA 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/NWSA. Should The Port/NWSA and the selected consultant not reach a mutual agreement, The Port/NWSA will terminate negotiations and move to the next highest ranked team and proceed with negotiations.

The Port/NWSA 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/NWSA may require. The Port/NWSA reserves the right to reject any or all SOQs submitted as non-responsive or non-responsible.

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/NWSA.

### **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.

### **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 anyone requesting the document under a Public Records Request following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is executed between The Port/NWSA and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the firm shall clearly identify each such portion with words such as "CONFIDENTIAL", "PROPRIETARY" or "BUSINESS SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, The Port/NWSA will notify the firm 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/NWSA by the stated deadline, The Port/NWSA will release the requested portions of the response. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against The Port/NWSA on account of actions taken under such procedure.



## PERSONAL SERVICES AGREEMENT NO. **XXXXX**

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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 **Northwest Seaport Alliance** (hereinafter referred to as the "NWSA") and **xxCOMPANYxx** (hereinafter referred to as the "Consultant") for the furnishing of **xxTITLExx** (hereinafter referred to as the "Project").

The NWSA 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 NWSA.

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

All invoices shall be emailed: [NWSAinvoices@nwseaportalliance.com](mailto:NWSAinvoices@nwseaportalliance.com). The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment. Invoices may be mailed "Attention: Contracts Department."

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 attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

**CONSULTANT (LEGAL NAME)**

Name	Date
Title	

## **Northwest Seaport Alliance Terms And Conditions Personal Services Agreement**

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

### **1. Key Personnel**

The Consultant and/or its subconsultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the NWSA, or unless such key personnel leave the employ of the Consultant and the informs the NWSA such key personnel no longer work for the Consultant.

### **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**

This Agreement shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial

proceeding for the endorsement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington. Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

### **5. Records and other Tangibles**

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 NWSA upon termination of the Agreement or otherwise as requested by the NWSA.

### **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 NWSA 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 NWSA's prior consent.

## **7. Disclosure**

All information developed by the Consultant and all information made available to the Consultant by the NWSA, 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 NWSA. The foregoing protections will not apply to information which: (i) is or becomes generally known to the public other than as a result of Consultant's breach of this Section 7; (ii) prior to Consultant's receipt from NWSA, was obtained by Consultant from a third party who is under no obligation of confidentiality with respect to such information; (iii) is developed by Consultant completely independent from the confidential information of NWSA; or (iv) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing NWSA with advance written notice if reasonably possible such that NWSA is afforded an opportunity to contest the disclosure or seek an appropriate protective order. Consultant shall have the burden of proving the existence of any of the exceptions described in this Subsection. The foregoing notwithstanding, the Consultant may not disclose any information gained as a result of this Agreement without the written consent of the NWSA.

## **8. Compensation**

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the NWSA shall pay

Consultant as specified in the Agreement.

## **9. Payment Schedule**

Consultant shall submit detailed numbered invoices showing contract number, description of work items being invoiced, title of project, total authorized, total current invoice, balance of authorization, hours, hourly rate 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.

## **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 NWSA, 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 NWSA, 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 NWSA.

## **15. Term of this Agreement**

The effective dates of this Agreement are as specified. This Agreement may be terminated by the NWSA for cause when the NWSA deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The NWSA 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 NWSA 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 NWSA and Consultant and may be amended only by written instrument signed by both the NWSA and Consultant.

Contract No. XXXXXX  
PROJECT NO./GL Account No. XXXXXX

Page 2 of 5  
DATE

ATTACHMENT C  
REFERENCES QUESTIONNAIRE

**INSTRUCTIONS TO THE PROPOSER:**

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Proposers are required to submit a minimum of three (3) and maximum of five (5) completed reference questionnaires. The completed reference questionnaires must be from individuals, companies, or agencies with knowledge of the proposer's experience that is similar in nature to the products or services being requested by this RFP, and are within the last five (5) years from the date this RFP was issued.

If more than five (5) qualifying references are received, the first five (5) fully completed references received will be used for evaluation purposes. References will be averaged.

1. Proposers must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.

- a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
- b. Print the name of your company/organization on the "PROPOSER NAME" line.
- c. Enter the RFP Closing date and time in Instruction 5 (see the INSTRUCTIONS block.)

2. Send the "Reference's Response To" document to your references to complete.

**NOTE:** It is the proposer's responsibility to follow up with their references to ensure timely receipt of all questionnaires. Proposers may e-mail the Procurement Representative prior to the RFP closing date to verify receipt of references.

## REFERENCE QUESTIONNAIRE

### REFERENCE'S RESPONSE TO:

RFP Number: 070634

Benefit Broker (2017)

REFERENCE NAME (Company/Organization): \_\_\_\_\_

**PROPOSER NAME (Company/Organization):** \_\_\_\_\_ has submitted a proposal to the Northwest Seaport Alliance (NWSA), to provide the following services: Benefit Broker (2017) services. We've chosen you as one of our references.

### INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document.  
(*Reference documents must include an actual signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:  
  
Procurement: Juli Tuson  
  
E-mail: [nwsaprocurement@nwseaportalliance.com](mailto:nwsaprocurement@nwseaportalliance.com)
5. This completed document **MUST** be received no later than July 28, 2017 @ 2:00 PM PST. Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Proposer.
7. In addition to this document, the NWSA may contact references by phone for further clarification if necessary.

## Section I. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale	
Category	Score
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the firm's services:

**10    9    8    7    6    5    4    3    2    1    0**

2. Rate the response time of this firm:

**10    9    8    7    6    5    4    3    2    1    0**

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the firm):*

**10    9    8    7    6    5    4    3    2    1    0**

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

**10    9    8    7    6    5    4    3    2    1    0**

5. Rate the knowledge of the firm's assigned staff and their ability to accomplish duties as contracted:

**10    9    8    7    6    5    4    3    2    1    0**

6. Rate the accuracy and timeliness of the firm's billing and/or invoices:

**10    9    8    7    6    5    4    3    2    1    0**

7. Rate the firm's ability to quickly and thoroughly resolve a problem related to the services provided:

10    9    8    7    6    5    4    3    2    1    0

8. Rate the firm's flexibility in meeting business requirements:

10    9    8    7    6    5    4    3    2    1    0

9. Rate the likelihood of your company/organization recommending this firm to others in the future:

10    9    8    7    6    5    4    3    2    1    0

## Section II. GENERAL INFORMATION

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1. Please include a brief description of the services provided by this firm for your business:

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2. During what time period did the firm provide these services for your business?

Month:\_\_\_\_\_ Year:\_\_\_\_\_ to    Month:\_\_\_\_\_ Year:\_\_\_\_\_

## Section III. ACKNOWLEDGEMENT

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I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

\_\_\_\_\_  
Signature of Reference

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address