



**PORT OF TACOMA
REQUEST FOR QUOTE
No. 070712**

On-Call Licensed Elevator Contractor Services

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

RFQ INFORMATION	
Contact:	Juli Tuson, Procurement
Email Addresses:	procurement@portoftacoma.com
Submittal Due Date	NOVEMBER 9, 2017 @ 2:00 PM

PLEASE SUBMIT ALL CORRESPONDENCE AND QUOTES VIA E-MAIL
DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND
INCLUDE IN THE SUBJECT LINE:

'ON-CALL LICENSED ELEVATOR CONTRACTOR SERVICES'

PORT OF TACOMA
Request for Quotations (RFQ) #070712
On-Call Licensed Elevator Contractor Services

Subject: Port of Tacoma (POT) On-Call Licensed Elevator Contractor Services

The [Port of Tacoma](#) (Port), on behalf of the Northwest Seaport Alliance (NWSA), is seeking an interested and qualified consultant to complete the following Scope of Work for On-Call Licensed Elevator Contractor Services for both the Port and NWSA. The length of any contract resulting from this RFQ will be **two (2) years from contract execution with the option to renew for two one-year options** at the sole discretion of the Port.

The Port does not guarantee a certain amount of work. The work will be assigned by Task Orders; each Task Order will address the scope of the work and time of completion, and shall be performed in accordance with the Specifications and Task Order details.

Background:

The NWSA currently has 8 cranes with elevators and will take ownership of 4 more cranes. The elevators, located at Pier 3, Pier 4 and on T-7, include hydraulic and electric units used for crane operators and mechanics. The elevator manufacturer for all NWSA cranes is Alimek.

The elevators require routine oversight of maintenance and repair as well as permit attainment. Permits are required for alterations, relocations, and installations. The State requires that a licensed elevator contractor observe 75% of the work being performed by non-certified workers. The Port does not have a licensed/certified elevator mechanic on staff. In addition, the new elevators will require Conveyance MCP Creation and personnel training.

Scope of Work:

Oversight:

Service requirements include oversight of alterations and service performed on safety devices by Port of Tacoma/NWSA employees.

- The Consultant will provide technical expertise and oversight by a licensed elevator contractor for alteration and conveyance work performed by Port of Tacoma employees.

Permits:

Washington State will only issue a permit for conveyance work to a licensed elevator contractor. Consultant will obtain permits as required.

Conveyance MCP Creation and Training:

Create a code compliant Maintenance Control Program (MCP) for each of the new crane elevators (conveyances). The MCP must:

- Follow all applicable Washington Administrative Code (WAC) and Revised Code of Washington (RCW) requirements for rack and pinion conveyances.

Provide on-site MCP training for the Port of Tacoma's mechanics and electricians. The training must:

- Include how to use the MCP
- Include training records

Provide audits to ensure MCP and training meets all applicable WAC, RCW, and ASME code requirements.

Deliverables of Conveyance MCP Creation and Training -

- A Port of Tacoma/NWSA unique code complaint Maintenance Control Program (MCP) for each crane elevator (conveyance).
- Each trained personnel shall receive:
 - RCW 270 understanding and implementation
 - Understanding of training logs and MCP records
 - Certification that acknowledges class completion

Qualifications

- Be licensed elevator company in the state of Washington;
- Must have at least 5 years' experience in servicing Alimek crane elevators;
- Have experience with creating a code compliant Maintenance Control Program (MCP) and being approved by Washington State Department of Labor & Industries;
- Have experience working/servicing Ship-to-Shore (STS) crane rack and pinion conveyances;
- Be capable of providing on-site training to the Port of Tacoma's personnel which include MCP and RCW training; and
- Have experience with quarterly, category 1, and category 5 elevator audits.

Response Requirements

Explain how you will accomplish the Scope of Work.

Provide bios of key staff who will work on this project and years of experience providing this type of service.

Years of experience working Alimek crane elevators.

Provide three references for whom similar work was performed.

Provide hourly costs.*

*Note: Cost is to be fully burdened to include (but not limited to) travel, per diem, lodging, administrative overhead, etc.

Send responses to: procurement@portoftacoma.com by the date and time indicated on the cover page.

ATTACHMENT A: Personal Services Agreement Terms and Conditions

ATTACHMENT A



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 fully burdened, fixed hourly rate basis and will not exceed **\$00,000.00** without prior written approval from the Port.

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

The Port of Tacoma is a public entity and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56 and the Secretary of State's Local Government Common Records Retention Schedule (CORE) Version 3.3 (October 2016). Therefore, until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the models, programs, reports or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of models, programs, reports or other products prepared under this Agreement for promotional purposes shall require the Port's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use,

disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the Port.

7. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port.

8. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement. 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.