

**PORT OF TACOMA
REQUEST FOR QUOTATIONS
No. 071147**

APPRAISAL SERVICES

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

RFQ INFORMATION	
Contact:	Mark Little, Procurement
Email Addresses:	NWSAprocurement@nwseaportalliance.com
Phone:	(253) 383-5841
Submittal Date	JULY 31,2019 @ 2:00 PM (PST)

**PLEASE SUBMIT ALL CORRESPONDENCE AND QUOTES VIA E-MAIL
DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND
INCLUDE 'RFQ 071147 APPRAISAL SERVICES' IN THE SUBJECT LINE**

PORT OF TACOMA
Request for Quotations (RFQ) 071147
Appraisal Services

The Northwest Seaport Alliance (NWSA) is soliciting quotations from qualified interested appraisers to furnish fair market determinations of selected NWSA licensed properties in the North Harbor as further described in the Scope of Services provided below. Any resulting contract will be for one year.

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, with each Managing Member consisting of the five commissioners in each port. Each port's commissioners are elected at large by the citizens of their respective counties.

To learn more about The Northwest Seaport Alliance, visit www.nwseaportalliance.com.

B. SCOPE OF SERVICES

The successful firm will:

- Furnish to The Northwest Seaport Alliance a Determination of Fair Market Rent, represented as a price range per square foot per month, along with a recommendation for rent escalations such as CPI, Fixed Percentage, Market Rate on the proposed leases for the properties described below. Said Determination of Fair Market Rent and rent escalation recommendation should comply with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and applicable state regulations.

Properties:

Parcel #1 – 3045 16th Ave. SW Seattle, WA - Terminal 10 - Approximately 13 acres of property as depicted on the attached map (Attachment C).

Parcel #2 – 4034 West Marginal Way S.W. Seattle, WA - Terminal 103 - Approximately 8 acres of property as depicted on the attached map (Attachment C).

Parcel #3 – 6720 West Marginal Way S.W. Seattle, WA - Terminal 115 Southwest Retail Parcel Only - Approximately 1 acre as depicted on the attached map (Attachment C).

- The purpose of the Determination of Fair Market Rent is to provide The NWSA with information needed to determine a fair market lease rate for the properties. The appraiser is requested to provide an opinion of fair market rent as defined in the Dictionary of Real Estate Appraisal published by the Appraisal Institute.
- The appraiser's opinion should be based on the property being leased in an "as-is" condition, including all existing improvements and encumbrances on the property at the time of the inspection.

Tours of the properties will be available Wednesday July 17, 2019 from 10 to 12. Those want to tour the properties can meet at the Pier 69 lobby no later than 9:45 on July 17, 2019.

C. DELIVERABLES:

- Fair Market rent appraisal determinations on the above stated properties.

D. QUALIFICATIONS:

- Must be licensed to do business in the state of Washington
- Be MAI certified
- Possess at least five (5) years providing similar appraisal services for industrial properties
- Be able to provide the deliverables stated above within three (3) weeks after contract award

E. 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.
- Provide three references for whom similar work was performed.
- Provide total not-to-exceed cost.*

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

Award will be made based on cost combined with the earliest completion time

ATTACHMENT A – INSTRUCTIONS FOR PROPOSERS

ATTACHMENT B – NWSA DRAFT CONTRACT TERMS AND CONDITIONS

ATTACHMENT C – PROPERTY MAPS

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFQ	JULY 8, 2019
Last Day To Submit Questions	JULY 19, 2019
Quotes due	JULY 31, 2019 @ 2:00 PM (PST)
Selection*	AUGUST 2, 2019
Execute Contract*	AUGUST 7, 2019

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

Based on the solicitation timeline above, Proposers may view the solicitation status by viewing the Submittal List on the Port's website.

VENDOR OBLIGATION

The Northwest Seaport Alliance Requests for Bids, Requests for Proposals and Requests for Qualifications/Quotations can be accessed on the Port of Tacoma's website, www.portoftacoma.com under 'Contract Opportunities'; Professional and Personal Services; RFPs/RFQs.

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

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to procurement@portoftacoma.com (**Solicitation Name** in subject line). Proposers who, relative to this scope of services, contact any individuals or Managing Members representing the NWSA, other than procurement@portoftacoma.com may be disqualified from consideration.

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

ADDENDA

The 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. If at any time, The NWSA changes, revises, deletes, increases, or otherwise modifies the Solicitation, The NWSA will issue a written Addendum to the Solicitation. Addenda will be posted to the Port of Tacoma's web site and conveyed to those potential submitters who have requested to be placed on the Holders List.

SUBMITTAL PROCESS

SOQs must be received via email on or before the date and time outlined on the front page of this RFQ. Send your electronic submittal to:

procurement@portoftacoma.com

Name of Firm, RFQ Title (Subject Line)

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

***Late 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 (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

An evaluation team will review the Quotations and evaluate all responses received based upon the criteria listed herein. The NWSA may request clarifications or additional information, if needed. A selection will be made based on the Quotation's and initial evaluation criteria alone or the firms determined to be most qualified through the evaluation.

The NWSA intends to select the Proposer who represents the most qualified team to The NWSA.

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

Procedure When Only One Quote is received

If a single responsive proposal is received, the Proposer shall provide any additional data required by The NWSA to analyze the proposal. The NWSA reserves the right to reject such proposals for any reason.

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

All costs incurred in the preparation of a Quote and participation in this RFQ process shall be borne by the proposing firms.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Northwest Seaport Alliance encourages participation in all 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.

DISCLOSURE

Responses 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 vendor 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 "BUSINESS SECRET". If a request is made for disclosure of such portion, the Port will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the Port will notify the vendor of the request and allow the vendor five (5) days to take whatever action it deems necessary to protect its interests. If the vendor fails or neglects to take such action within said period, the Port will release the portions of the response deemed subject to disclosure. 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.

PERSONAL SERVICES AGREEMENT NO. 071147

PROJECT: North Harbor Appraisal Services

CONSULTANT: XXXXXXXXXXXXXX

PROJECT MANAGER: XXXXXXXXXX GL ACCOUNT NO. 20-6005-08-0000-00

THIS AGREEMENT is made and entered into by and between **The Northwest Seaport Alliance** (hereinafter referred to as the "NWSA") and XXXXXXXXXXXXXX (hereinafter referred to as the "Consultant") for the furnishing of Appraisal Services Personal Services (hereinafter referred to as the "Project").

The NWSA and Consultant mutually agree as follows:

SCOPE OF Services

The Consultant will:

- Furnish to The Northwest Seaport Alliance a Determination of Fair Market Rent, represented as a price range per square foot per month, along with a recommendation for rent escalations such as CPI, Fixed Percentage, Market Rate on the proposed leases for the properties described below. Said Determination of Fair Market Rent and rent escalation recommendation should comply with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and applicable state regulations.

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- Provide The NWSA with information needed to determine a fair market lease rate for the properties. The appraiser is requested to provide an opinion of fair market rent as defined in the Dictionary of Real Estate Appraisal published by the Appraisal Institute.
- The appraiser's opinion should be based on the property being leased in an "as-is" condition, including all existing improvements and encumbrances on the property at the time of the inspection.

ASSUMPTIONS

Work will be done in an expeditious, through, and professional manner

DELIVERABLES

Fair Market rent appraisal determinations on the above stated properties.

COMPENSATION

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

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

All invoices shall be emailed to cpinvoices@portoftacoma.com. 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 an invoice after acceptance of the appraisals. 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 XXXXXXXXXX.

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

AGREED

NORTHWEST SEAPORT ALLIANCE

XXXXXXXXXXXX

Mark Little
Director, Contracts & Purchasing

Date

XXXXXXXXXX

Date

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

The NWSA 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 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. 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 NWSA.

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 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.

Insurance - Assumption of Risk

- a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage and cyber-related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.
- b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the 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. Consultant shall indemnify and hold the NWSA harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or

misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

- c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the 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. Consultant shall indemnify and hold the NWSA harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

12. Standard of Care

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

13. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement.

14. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the 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.

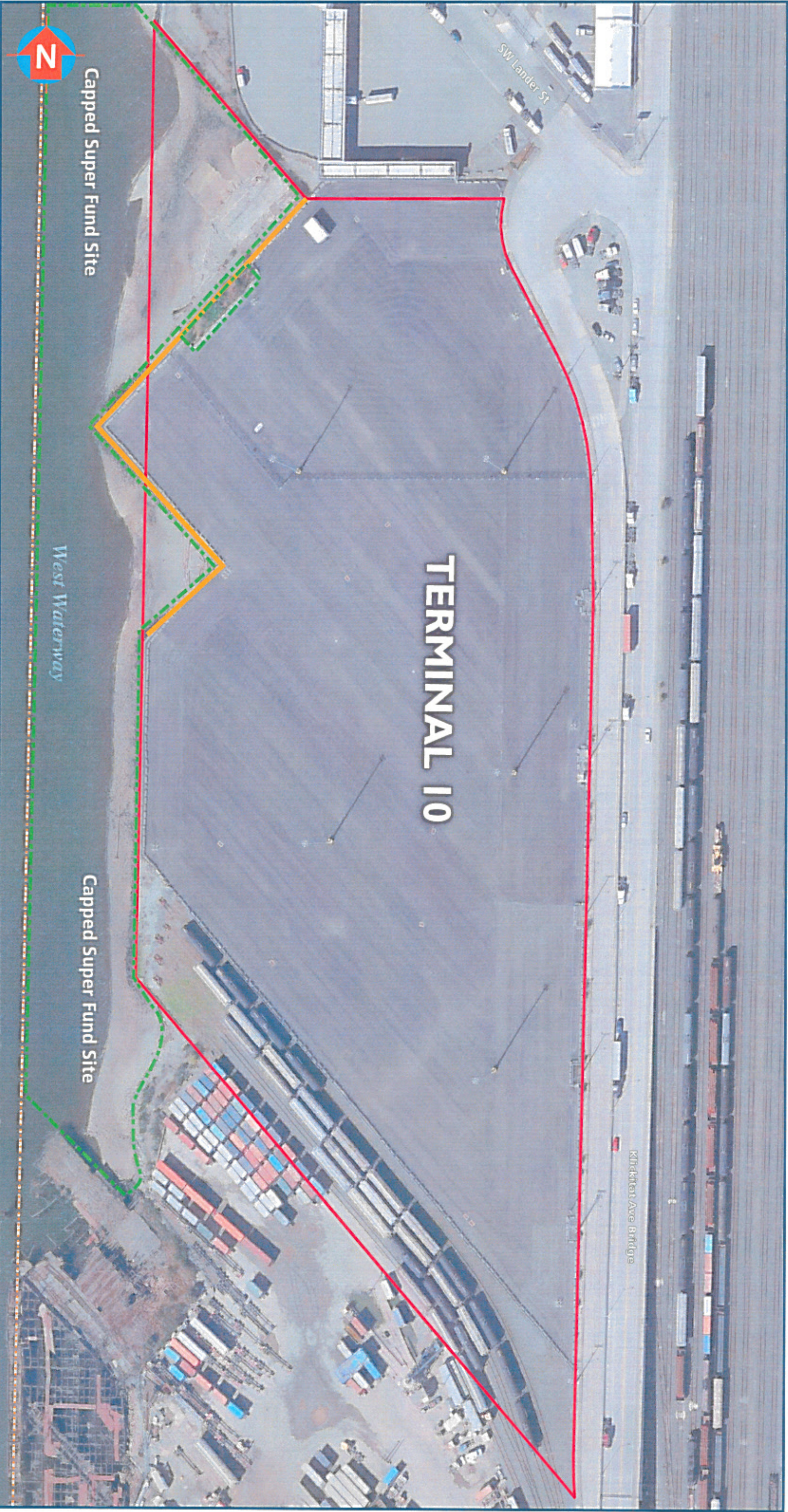
16. Disputes

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.

ATTACHMENT C
RFQ 071147 APPRAISAL SERVICES
PROPERTY SITE MAPS



Port of Seattle Boundary

NWWSA Boundary

Outer Harbor Line

Habitat Site

Federal Channel Waterway

0 100 200 Feet
1 inch = 100 feet

Aerial Photo Taken Spring 2012

HARBOR ISLAND TERMINAL 10



NWSA Boundary
Inner Harbor Line

Habitat Site
Federal Channel Waterway

TERMINAL 103



CALL 24 HOURS
BEFORE YOU GO
1-800-424-5555

PROJECT NAME	
OWNER	
DESIGNER	
DATE	
REVISIONS	
APPROVED BY	

NO.	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

1. REVISIONS	
DATE	
BY	
DESCRIPTION	
DATE	
BY	
DESCRIPTION	

Information shown is for general guidance only and the Port is not responsible for any errors or omissions. The use of such information for any purpose other than that for which it was intended is at the user's risk. The Port does not warrant the accuracy or completeness of the information shown. The Port does not warrant the accuracy or completeness of the information shown. The Port does not warrant the accuracy or completeness of the information shown.



Port of Seattle
SEAPORT FACILITIES
TERMINAL 119
CARDLOCK FUEL FACILITY LEASE EXHIBIT B

DATE: 02/23/2014
BY: [Signature]
DESCRIPTION: [Text]

DATE: 02/23/2014
BY: [Signature]
DESCRIPTION: [Text]