



PORT OF TACOMA
Request for Proposal
No. 76066
Mitigation Site Stewardship Program

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

RFP INFORMATION	
Contact:	Sharon Rothwell
Email and Submittal Addresses:	procurement@portoftacoma.com
Phone:	(253)592-6758
Deadline for Questions	1/17/2017
Proposal Due Date	1/23/2017 @ 2:00 PM (PST)

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

PORT OF TACOMA
Request for Proposal # 76066
Mitigation Site Stewardship Program

The Port of Tacoma (Port) is seeking proposals from citizen groups and non-profit agencies to conduct on-site stewardship activities at the Port's nine (9) habitat mitigation sites.

1. Introduction

The Port is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. Created by Pierce County citizens in 1918, the Port has become one of the largest container ports in North America and one of the top 50 in the world. The Port manages a diverse set of business operations relating to maritime trade. To learn more about the Port of Tacoma, visit www.portoftacoma.com.

The Port owns approximately 2,200 acres of valuable industrial uplands in Tacoma, WA. The Port has created several habitat sites to mitigate for unavoidable impacts to the environment due to Port development and clean-up actions. Each of these sites requires ongoing stewardship to ensure their appropriate condition continues in perpetuity. Some of these sites are actively monitored under permit and/or agreement conditions, while formal monitoring is complete on other sites. Site monitoring, as defined in the Port's various permits and agreements is not part of this Scope of Work (SOW) and is covered by other contracts.

2. Minimum Qualifications

The following are minimum qualification requirement must be met by the Citizen group/nonprofit to be eligible to submit a RFP response. Proposal responses must clearly show compliance to this minimum qualification. Those that are not clearly responsive to these minimum qualifications shall be rejected by the Port without further consideration:

- The Proposer shall be from a non-profit agency or citizen's group. The Port intends that the Stewardship Program be managed by such a group.

To learn more about the Port of Tacoma, visit www.portoftacoma.com.

Multiple Awards

With this solicitation, the Port intends to award up to two (2) contracts.

Contract Term

The resulting Contract(s) will be for three (3) years with an option to extend for two (2) additional one (1) year terms.

3. Scope of Work

Through this RFP the Port will consider proposals from citizen groups and non-profit agencies. It is the intent of the Port that the Stewardship Program be managed by such a group and that group may call on other non-profit and citizen groups as subcontractors to fulfill the tasks listed in Table 1.

Table 1. Stewardship Sites and Activities

	Acreage ¹	Weed Control	Trash Removal	Minor Replanting	Visual Inspection	Comments	TWIC?
Clear Creek Phase I	9.7	X	X	X	X		N
Clear Creek Phase II	6.5	X	X	X	X		N
Fairliner	3.35	X	X	X		Inside fenced area only.	Y
Gog-le-hi-te I	3.97	X	X	X	X	Does not include parking area.	N
Gog-le-hi-te HIA	1.13	X	X	X	X		N
Gog-le-hi-te II	8.38	X	X	X	X		N
Milwaukee	30	X	X	X		Inside fenced area only. Stay off terminal.	Y
Place of Circling Waters (POCW) – Advance Comp	9.65	X	X	X	X		N
POCW – LAGS	1.06	X	X	X	X		N
POCW – NRDA	13.96	X	X	X	X		N
POCW – Parsons	3.49	X	X	X	X		N
Slip 5	2.7	X	X	X		Edge of asphalt to water.	Y

93.89

Definitions

For this Request for Proposal these definitions will apply:

- The Citizen group/nonprofit means the party contracted by the Port of Tacoma;
- Port Project Manager (PM) will be assigned by the Port of Tacoma and may be replaced at the Port's discretion;
- Port site includes only those sites in Table 1; and
- Stewardship which includes:
 - Trash removal;
 - Removal of certain invasive species and weeds;
 - Minor replanting; and
 - Visual inspection for illegal or destructive activities.

Citizen group/nonprofit Responsibilities and Constraints

The Citizen group/nonprofit will perform stewardship activities as defined above and identified in Table 1. Initially, this will include nine Port sites totaling approximately 94 acres. Additional sites may be added as necessary and as instructed by the Port. For any site, unless otherwise directed by the Port in writing, only those stewardship activities noted in Table 1 shall be performed. Sites and activities may be added to Table 1 with mutual agreement of the Port and the Citizen group/nonprofit.

The Citizen group/nonprofit shall:

- Comply with all federal, state, and local laws and regulations, including permit terms and conditions;
- Provide community outreach for stewardship events;
- Supply all Citizen group/nonprofit personnel with personal protective equipment (PPE), preventive medical care (e.g., vaccinations, etc.), tools, and transportation to and between Port sites;
- Only use hand tools for vegetation removal;
- Not use vehicles off established roads or paths;
- Provide a crew chief for all sites. On designated sites, the crew chief must have a Transportation Worker Identification Credential (TWIC) card and terminal-specific training (training to be coordinated through the Port PM). The ratio of TWIC card holders to non-card holders shall not exceed 5:1;
- Provide a crew chief that has the necessary understanding of native and invasive plant species to provide technical advice to the Port and supervise crews during vegetation management activities;
- Not use herbicides without written permission from the Port;
- Obtain all permits necessary for the use of approved herbicides;
- Only have certified person(s) perform application of chemicals;
- Supply Port PM with a copy of use form/report for each herbicide used;

- Manage coordination and payment for recycling or disposal of removed vegetation and trash at a licensed landfill, transfer station, or hauler, as agreed upon with the Port;
- Manage coordination and payment for sanitary services, as necessary;
- Report observed emergency conditions, including criminal acts, fire, etc. to Port Security (253-383-9472), the Port PM, and to emergency responders (911), if necessary;
- Promptly report any observed illegal or destructive activities (e.g., dumping, encampments, etc.) occurring at Port site(s) to the Port PM; and
- Invoice the Port in a timely manner, and include :
 - The work accomplished at each site,
 - Hours spent at each site,
 - A brief description (less than one page per site) of the condition of each site visited, and
 - Receipts for disposal and other incidental costs.

4. RFP ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the group'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 7 numbered pages (8 ½ by 11 inch) **including** the cover letter and all 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.

The cover letter shall include the RFP title and number and the name, title, email address, phone number and address of the proposing team's main contact and include these information:

- Describe any claim submitted by any client against the firm within the past two years related to the services provided by the firm or its key personnel. For this request, "claim" means a sum of money in dispute over 5% of the firm's fee for the services provided.
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-citizen group/nonprofits and key team members.
- Attachment A is the Port's standard Terms and Conditions. Describe the nature of any exceptions to the Port's standard Terms and Conditions (if any), and the organization's proposed alternative.
- State the organization's understanding of prevailing wage compensation exemptions as set forth by RCW 35.21.278 and RCW 79A.35.130, and how the organization meets the intent of one or both RCWs cited.

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

1. Qualifications & Experience.....30 PTS

- Describe how the group meets the minimum qualifications and experience of the organization submitting the proposal, including:
- Length of time in business; length of time offering services similar to those proposed.
- Knowledge and experience in providing habitat stewardship services.
- Number and experience of key personnel proposed to be assigned to this work.

2. Work Approach.....40 PTS

- Describe the organization's proposed project management approach. Include approaches to the scope of work, community engagement, use of new technology and/or efficiencies, and innovations.
- Assumptions and Risks: Define the assumptions made regarding accomplishing the Scope of Services. Define the factors the organization believes are risks to the successful completion of this project and propose mitigation strategies. Specify your organization's risk management, quality assurance and insurance programs; a certificate of insurance will be required.
- Coordination & Communication: Provide a plan for communication and coordination between the Citizen group/nonprofit and the Port.
- Include a summary of innovative ideas and suggestions for enhancing the Scope of Services.

3. Compensation.....30 PTS

Present detailed information on the organization's proposed rate schedule for personnel time.

Compensation information MUST be provided separately from the proposal, in an individual PDF document.

All rates and costs/fees quoted shall be:

- **Fully burdened, including, but not limited to, administrative overhead and all direct/indirect expenses.**

- Quoted in US Dollars,
 - Proposed rate schedule for personnel time and also include a table of job classifications and hour wage rate(s); Note the job classification information is not part of the bid evaluation but is for administration wage increases if necessary due to prevailing wage changes over the life of the contract.
 - Full cost inclusive of sales tax and other government fees, taxes and charges, and
 - Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.
4. Interviews (.....100 PTS

5. INSTRUCTIONS, INFORMATION, AND COMMUNICATION

This chapter details Port procedures for directing the RFP process. The Port reserves the right in its sole discretion to reject the proposal of any Citizen group/nonprofit that violates any procedure in this chapter.

Communications with the Port

Direct all Citizen group/nonprofit communications concerning this solicitation to the Procurement Coordinator. The Procurement Coordinator for this solicitation is:

Sharon Rothwell
(253) 592-6758
procurement@portoftacoma.com

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

Following the Proposal submittal deadline, Citizen group/nonprofits shall continue to direct communications to only the Port Procurement Coordinator. The Procurement Coordinator will send out information to responding companies as decisions are concluded.

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

Questions

E-mail questions to the Procurement Coordinator by the date and time on page 1, to allow sufficient time for the Procurement Coordinator to consider the question before the bids or proposals are due. The Port prefers such questions to be through e-mail

directed to the Procurement Coordinator e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Citizen group/nonprofit of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Citizen group/nonprofit to assure that they received responses to Questions if any are issued.

Changes to the RFP/Addenda

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

Receiving Addenda and/or Question and Answers

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

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

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

RFP Submittal Requirements

Citizen group/nonprofits will submit:

- Proposal Package; and

This section details Port procedures for submittal.

- a) Number all pages sequentially. The format should follow closely that requested in this RFP.

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

Submittal of Proposal

Electronic:

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

No RFP Opening – No Reading of Prices

The Port conducts no bid opening for RFP responses however; the Port will post a list of those submitting proposals.

Offer

Citizen group/nonprofit shall specify response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. With difference between the unit pricing and the extended price, the Port shall use the unit pricing. The Port may correct the extended price accordingly. All prices shall be in US Dollars.

Citizen group/nonprofit Responsibility to Provide Full Response

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

Partial and Multiple Awards

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

Interlocal Purchasing Agreements

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

Contract Terms and Conditions

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

Negotiations

Nothing prohibits the Port from opening discussions with the highest ranked apparent successful Citizen group/nonprofit, to negotiate modifications to either the proposal or the contract terms and conditions, to align the proposal or the contract to best meet Port needs within the scope sought by the RFP.

Effective Dates of Offer

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

Prompt Payment Discount

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

Cost of Preparing Proposals

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

Citizen group/nonprofit Responsibility

It is the Citizen group/nonprofit responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Citizen group/nonprofits must comply with all Federal, State, and City laws, ordinances and rules, and meet all registration requirements where required for Citizen group/nonprofits in the Washington Revised Statutes.

Readability

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

Changes or Corrections in Proposal Submittal

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

Errors in Proposals

Citizen group/nonprofits are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Citizen group/nonprofit's obligations to the Port.

Withdrawal of Proposal

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

Rejection of Proposals and Rights of Award

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

Incorporation of RFP and Proposal in Contract

This RFP and the Citizen group/nonprofit's response, including all promises, warranties, commitments, and representations made in the successful proposal (as accepted by the

Port), shall be binding and incorporated by reference in the Port's contract with the Citizen group/nonprofit.

Insurance Requirements

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

Proprietary or Confidential Information

To the extent consistent with [Chapter 42.56 RCW](#), the Public Disclosure Act, Purchasing shall maintain the confidentiality of Citizen group/nonprofit's information marked confidential or proprietary. If a request is made to view Citizen group/nonprofit's proprietary information, Purchasing will notify the Citizen group/nonprofit of the request and of the date that the records will be released to the requester unless Citizen group/nonprofit obtains a court order enjoining that disclosure. If Citizen group/nonprofit fails to obtain the court order enjoining disclosure, Purchasing will release the requested information on the date specified.

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

Requesting Disclosure of Public Records

Request(s) for public disclosure of proposal records for this procurement will be accomplished after the intent to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the Port will continue to be responsive to all requests for disclosure of public records as required by State Law.

Non-Endorsement and Publicity

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

6. EVALUATION PROCESS

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

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

Specifications: The Port will evaluate each Citizen group/nonprofit's compliance with the specifications and other bid requirements in the RFP.

Discounts for prompt payment shall be reviewed for acceptance and shall be calculated into the Citizen group/nonprofit's response for evaluation.

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

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

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

Lowest Bidder Total Bid Evaluation Price	÷	Other Bidder's Total Bid Evaluation Price	x	Maximum Available Points	=	Awarded Price Points
\$100 ÷		\$200 x		70 points	=	35 points

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Firm's/Team's abilities to meet the requirement of this RFP. Emphasis will be on completeness of content.

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

Evaluation Criteria:		Points
1	Qualifications & Experience	30
2	Work Approach	40
3	Compensation	30
	Total Points	100
6	Interview Optional	100

Step #3: Interview: The Port may interview top ranked firms considered most competitive. If interviews are conducted, rankings and award configurations shall be determined by the Port, using the combined results of interviews and proposal submittals. Interviews will be held at the Port of Tacoma, Tacoma WA. Travel costs will not be reimbursed. The Port may request references from the apparent successful citizen group or non-profit that may be awarded a contract.

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

Step #4: Selection: The Port shall select the highest ranked Citizen group/nonprofit for award.

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

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

Points of Clarification: Throughout the evaluation process, the Port reserves the right to seek clarifications from any Citizen group/nonprofit.

Tie Scores: if the top two Citizen group/nonprofits receive the same total score, the Procurement Coordinator will use a coin toss to determine the winner. Those on the evaluation team shall serve as witness to the event.

Disclosure

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 in the proposal that the Citizen group/nonprofit desires to claim as proprietary and exempt from disclosure under RCW 42.17.250 through .340, must be clearly designated. The page and the particular exception(s) from disclosure upon which the Citizen group/nonprofit is making the claim must be identified. Marking the entire proposal as confidential will be neither accepted nor honored and may cause

disclosure of the entire proposal. The Port will consider a Citizen group/nonprofit's request for exemption from disclosure; however, the Port will decide 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 provided for public disclosure until the affected Citizen group/nonprofit has been given an opportunity to seek a court injunction against the requested disclosure.

The Port reserves the right to amend this RFP by addendum, to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the Port may require. The Port also reserves the right to require a best and final offer from finalists. This RFP may select Citizen group/nonprofits for similar type of work within five years from advertisement.

7. AWARD AND CONTRACT EXECUTION INSTRUCTIONS

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

Protests and Complaints

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

- **For specification protests**, the protester must state exact location of the challenged portion or clause, unless the challenge concerns an omission, an explanation of why any provision should be struck, added, or altered, and contain suggested corrections. A specification protest must be filed within five (5) working days of solicitation release;

- **For non-responsive determinations**, the aggrieved Citizen group/nonprofit must specifically state why the determination is in error, identify where its submittal where it believes it is responsive, and why it believes, the Port was in error when it made the non-responsive determination. A non-responsive protest must be filed within two (2) working days of notification(Intermediate Saturdays, Sundays and legal holidays are not counted as business days): and
- **For protests regarding award determinations**, the aggrieved Citizen group/nonprofit(s) protest must set forth in specific terms the reasons why the Port's decision is thought to be erroneous. An award determination protest must be filed within two (2) working days of notification.

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

Instructions to the Apparently Successful Citizen group/nonprofit(s)

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

Once the contract is issued for signature, the Citizen group/nonprofit must execute the contract and provide all requested documents within ten (10) business days. If the Citizen group/nonprofit fails to execute the contract with all documents within the ten (10) day period, the Port may cancel the award and proceed to the next ranked Citizen group/nonprofit, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may result in Citizen group/nonprofit disqualification for future solicitations for this product/service.

Checklist of Final Submittals Prior to Award

The Citizen group/nonprofit(s) should anticipate that the Letter would require at least the following. Citizen group/nonprofits are encouraged to prepare these documents soon , to eliminate risks of late compliance.

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

Taxpayer Identification Number and W-9

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

8. LICENSING, FEES and TAXES

This solicitation and resultant contract may require additional licensing . The Citizen group/nonprofit must meet all licensing requirements that apply to their business immediately after contract award or the Port may reject the Citizen group/nonprofit.

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

State Business Licensing

You must have a State of Washington business license (a State “Unified Business Identifier” known as UBI #) prior to signing the contract. If the State of Washington has exempted your business from State licensing (some foreign companies are exempt and sometimes the State waives licensing because the company has no physical presence in the State), then submit proof of that exemption to the Port. The cost for any licenses, permits, and associated tax payments is the responsibility of the Citizen group/nonprofit and not charged separately to the Port. Instructions and applications are at <http://www.dol.wa.gov/business/> .

Fees/Licenses

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

Taxes

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

Collection of Retail Sales and Use Taxes

Citizen group/nonprofits engaged in retail sales activities within the State of Washington must collect and remit sales tax to the Washington State [Department of Revenue](#) (DOR). Out-of-state Citizen group/nonprofits must collect and remit “use tax” to the [DOR](#) if the activity carried on by the seller in the State of Washington is significantly associated with Citizen group/nonprofit’s ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Citizen group/nonprofit either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;

2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from Purchasers within the State of Washington via sales representatives entering the State of Washington;
4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers to establish or maintain market(s); or
5. Other factors identified in [Chapter 458-20 WAC](#).

Department of Revenue Registration for Out-of-State Citizen group/nonprofits

Out-of-state Citizen group/nonprofits meeting any of the above criteria must register and establish an account with the DOR. Refer to [Chapter 458-20-193 WAC](#), and call the DOR at (800) 647-7706 for additional information. When out-of-state Citizen group/nonprofits do not have to collect and remit “use tax,” Purchasers in the State of Washington pay this tax, if applicable, directly to the DOR.

Transportation Worker Identification Credential (TWIC)

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

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

Remedies for Non – Conforming Service

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

Right to Cancel

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

Expansion Clause

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

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

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

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

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

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

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

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

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

Trial Period and Right to Award to Next Highest Scoring Citizen group/nonprofit

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

Non-Disclosure Agreement

Through the course of performing services, personnel may encounter sensitive information and the successful Citizen group/nonprofit will have to sign the attached Non-Disclosure Agreement (NDA) at Attachment B.

Price Protection

For the term of the Contract, pricing for all Services will be no greater than the prices quoted in the Citizen group/nonprofit's Proposal. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Services under similar terms and conditions, through reduction in Citizen group/nonprofit's list prices, promotional discounts, or other circumstances, Purchasers must be given immediate benefit of such lower prices and rates.

No Additional Charges

Unless otherwise specified in the Solicitation, no additional charges by the Citizen group/nonprofit will be allowed including, but not limited to: handling charges such as

packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, if market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

Price Adjustments

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

Consideration of the Citizen group/nonprofit's requests for adjustments in pricing will be at the sole discretion of the Purchasing, only after expiration of the firm and fixed price period, and then on a pass through basis only that produces no higher profit margin for Citizen group/nonprofit than that established by the original contract pricing.

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

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

Subcontracts and Assignment

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

8. PAYMENT

Prohibition on Advance Payments

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

Taxes on Invoice

Citizen group/nonprofit shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in under [Chapter 458- 296-127-02620-247 WAC](#).

Identification

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

Attachments:

Attachment A –Sample Contract With Terms and Conditions

Attachment B – Non Disclosure Agreement

Table:

Table 1 - Table of Port Sites and Stewardship activities



PURCHASED SERVICES AGREEMENT NO.

PROJECT: Mitigation Site Stewardship Program

Citizen group/nonprofit:

PROJECT MANAGER:

PROJECT NO. _____

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (*hereinafter referred to as the "Port"*) and (**Citizen group/nonprofit**) (*hereinafter referred to as the "Citizen group/nonprofit"*) for the furnishing of Purchased Services for the Port Mitigation Site Stewardship Program (*hereinafter referred to as the "Project"*).

Contract Term

Three (3) years with an option to extend for two (2) an additional one (1) year terms. Contract start date:

The Port and Citizen group/nonprofit mutually agree as follows:

SCOPE OF WORK

Citizen group/nonprofit Responsibilities and Constraints

- The Citizen group/nonprofit means the party contracted by the Port of Tacoma;
- Port Project Manager (PM) will be assigned by the Port of Tacoma and may be replaced at the Port's discretion;
- Port site includes only those sites listed in Table 1; and
- Stewardship which includes:
 - Trash removal,
 - Removal of certain invasive species and weeds,
 - Minor replanting, and
 - Visual inspection for illegal or destructive activities.

Citizen group/nonprofit Responsibilities and Constraints

The Citizen group/nonprofit will perform stewardship activities as defined above and identified in Table 1. Initially, this will include ten Port sites totaling approximately 94 acres. Additional sites may be added as necessary and as instructed by the Port. For

any given site, unless otherwise directed by the Port in writing, only those stewardship activities noted in Table 1 shall be performed. Sites and activities may be added to Table 1 with mutual agreement of the Port and the Citizen group/nonprofit.

The Citizen group/nonprofit shall:

- Comply with all federal, state, and local laws and regulations, including permit terms and conditions;
- Supply all Citizen group/nonprofit personnel with personal protective equipment (PPE), preventive medical care (e.g., vaccinations, etc.), tools, and transportation to and between Port sites;
- Only use hand tools for vegetation removal;
- Not use vehicles off established roads or paths;
- Provide a crew chief for all sites. On designated sites, the crew chief must have a Transportation Worker Identification Credential (TWIC) card and terminal-specific training (training to be coordinated through the Port PM). The ratio of TWIC card holders to non-card holders shall not exceed 5:1;
- Provide a crew chief that has the necessary understanding of native and invasive plant species to provide technical advice to the Port and supervise crews during vegetation management activities;
- Not use herbicides without written permission from the Port;
- Obtain all permits necessary for the use of approved herbicides;
- Only have certified person(s) perform application of chemicals;
- Supply Port PM with a copy of use form/report for each herbicide used;
- Manage coordination and payment for recycling or disposal of removed vegetation and trash at a licensed landfill, transfer station, or hauler, as agreed upon with the Port;
- Manage coordination and payment for sanitary services, as necessary;
- Report observed emergency conditions, including criminal acts, fire, etc. to Port Security (253-383-9472), the Port PM, and to emergency responders (911), if necessary;
- Promptly report any observed illegal or destructive activities (e.g., dumping, encampments, etc.) occurring at Port site(s) to the Port PM; and
- Invoice the Port in a timely manner, and include the following:
 - The work accomplished at each site,
 - Hours spent at each site,
 - A brief description (less than one page per site) of the condition of each site visited, and
 - Receipts for disposal and other incidental costs.

ASSUMPTIONS

In conducting the work listed defined in the Scope of Work and Attachment A, the Citizen group/nonprofit shall:

- Supply all personal protective gear, preventive medical care (vaccinations etc.), tools and transportation to and between sites.
- Provide community outreach for stewardship events;
- Only use hand tools for the removal of vegetation.
- Use vehicles only on established roadways and paths designated for vehicles.
- A written request to the Port's Project Manager must be submitted and written approval obtained prior to any use of herbicide(s) at each site. Such request shall include the

name of the herbicide(s), the Material Safety Data Sheet for the herbicide requested, the method of application and the name of the site.

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

COMPENSATION

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

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

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

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

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

All invoices shall be e- mailed "Attention: Contracts and Purchasing Department" with the contract or purchase order number on the subject line. Invoices may be emailed to cpinvoices@portoftacoma.com. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

Citizen group/nonprofit agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment. Invoices submitted for all work performed in the last quarter of the calendar year shall be submitted no later than January 6th of the following year.

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

PORT OF TACOMA

CITIZEN GROUP/NONPROFIT'S NAME

By _____ Date _____
Sharon Rothwell
Manager, Purchasing and Supplier
Diversity

By _____ Date _____

Port of Tacoma Terms and Conditions Purchased Services Agreement

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

1. Representatives

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

2. Key Personnel

The Citizen group/nonprofit and/or its subcitizen group/nonprofits' key personnel, as described in its Citizen group/nonprofit selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the Port.

3. Relationship of the Parties

Citizen group/nonprofit, its subcitizen group/nonprofits and employees, is an independent Citizen group/nonprofit. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

4. Conflicts of Interest

Citizen group/nonprofit 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. Citizen group/nonprofit warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

5. Compliance with Laws

a) Citizen group/nonprofit 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. Citizen group/nonprofit shall obtain all professional licenses and permits required to complete the scope of work as defined.

b) The Port shall furnish Citizen group/nonprofit with the information required by the Hazard Communication standard for materials preexisting on the project site. Citizen group/nonprofit will ensure that this information is made available to the Citizen group/nonprofit's personnel and subcitizen group/nonprofits, and incorporated into the contract documents as appropriate.

6. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, Citizen group/nonprofit agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

7. Ownership of Work

The services to be performed by Citizen group/nonprofit 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 Citizen group/nonprofit. Citizen group/nonprofit shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Citizen group/nonprofit. Citizen group/nonprofit shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

8. Disclosure

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

9. Deliverables

All tangible materials produced as a result of this Agreement shall be prepared as specified by the Port's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product on floppy disk or CD-Rom in a PDF format or other format specified by the Port. Deliverable

drawings shall be prepared in accordance with the Port's "Citizen group/nonprofit Drawing Submittal Procedure" and "Technical Specification Development Procedure". The Port may offset from the Citizen group/nonprofit's fee expenses incurred by the Port in correcting drawings or specifications not prepared in accordance with the Port's procedure.

10. Compensation

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

11. Payment Schedule

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

12. Costs and Disbursements

Citizen group/nonprofit shall pay all costs and disbursements required for the performance of its services under this Agreement.

13. Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, the Citizen group/nonprofit shall procure and maintain, during the life of this Agreement, such commercial general liability insurance as shall protect Citizen group/nonprofit and any subcitizen group/nonprofit performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Citizen group/nonprofit, any subcitizen group/nonprofit, or anyone directly or indirectly employed by either of them.

b) With respect to claims other than professional liability claims, Citizen group/nonprofit and its subcitizen group/nonprofits 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 Citizen group/nonprofit in the performance of the Citizen group/nonprofit's professional services.

c) With respect to professional liability claims only, and not commercial general liability claims, Citizen group/nonprofit and its subcitizen group/nonprofits 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 Citizen group/nonprofit in the performance of the Citizen group/nonprofit's professional services.

d) Citizen group/nonprofit shall submit to the Port of Tacoma, prior to the commencement of services, certificates of insurance evidencing:

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

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

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

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

14. Standard of Care

a) Citizen group/nonprofit shall perform its work to conform to generally accepted professional standards. Citizen group/nonprofit shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans,

designs, drawings and specifications prepared under this Agreement. Citizen group/nonprofit shall, without additional compensation, correct or revise any errors or omissions in such work.

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

15. NON-DISCRIMINATION

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

16. Time

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

17. Assignability

Citizen group/nonprofit shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

18. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the citizen group/nonprofit 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 Citizen group/nonprofit and reimburse the Citizen group/nonprofit for its costs and fees incurred prior to the notice of termination.

19. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Citizen group/nonprofit agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

20. Extent of Agreement

This Agreement represents the entire and integrated understanding between the Port and Citizen group/nonprofit and may be amended only by written instrument signed by both the Port and Citizen group/nonprofit.



Sensitive Security Information Non-Disclosure Instructions

Each and every individual needing access to Sensitive Security Information (SSI) must complete and submit to the Port of Tacoma a non-disclosure agreement (NDA). Individuals submitting a SSI NDA to the Port must complete the following steps:

1. Obtain a copy of the SSI NDA via the Port of Tacoma's website or by contacting Port Security at 253.383.5841.
2. Read the entire document thoroughly.
3. Print your name on page one, first line.
4. Initial and date the bottom of each page of the document.
5. Print your name, title, company name, phone number and email address where stated.
6. Sign the document in the presence of the witness. The witness must be someone in your firm.
7. The same witness must fill out their information, including name, title, company name, phone number and email address.
8. Witness signs the document.
9. Scan the final document into one PDF or TIF file.
10. Email to the Port Security Department at: ndasecurity@portoftacoma.com

Any non-disclosure agreements that do not follow the noted instructions will be denied. All questions regarding completing and submitting a SSI NDA must be emailed to ndasecurity@portoftacoma.com

**Non-Disclosure Agreement for
Conditional Access to Sensitive Security Information**

I, _____, hereby consent to the terms and conditions of this Non-Disclosure Agreement (hereafter, Agreement) in consideration of my being granted conditional access to certain United States Government documents or other material containing sensitive security information ("SSI").

I understand and agree to the following terms and conditions:

1. By being granted conditional access to SSI, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and all applicable laws.
2. As used in this Agreement, SSI is that information defined in 49 CFR Part 15 and 1520 but also includes any information not specifically mentioned in Part 15 and 1520, but marked as "Sensitive Security Information" or "SSI." No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520.
3. Based on the Port of Tacoma (hereafter, Port of Tacoma) determination that I have a security-related need to know, I am being granted conditional access to SSI contingent upon my execution of this Agreement for the sole purpose of having access to the Port of Tacoma SSI. Examples of SSI include, but are not limited to:
 - a. Port Security Manual
 - b. Security Baggage Screening
 - c. Technical Specifications for Explosive Detection Devices
 - d. Technical Specifications of Security Communication Equipment
 - e. Reports of Vulnerability to Security
 - f. Technical Specifications or Drawings Security System
 - g. Performance of Test data of Security System
 - h. Passwords or codes of Security System to include alarms
 - i. Restricted Area Key Control Procedures
 - j. IP Address of Security Cameras
 - k. Internal Security Response Procedure
4. This approval will permit me to have conditional access to certain SSI, to perform my job or assigned tasks. This Agreement will not allow me to have access to materials that TSA or the Port of Tacoma has determined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the Port by other agencies of the United States Government, or any other SSI that I do not have a security-related need to know.
5. I will never divulge any SSI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the Port of Tacoma or TSA that the proposed recipient is authorized to receive it. I will submit to the Port of Tacoma SSI administrator for

security review, prior to any publication or submission for publication — whether in print, oral or electronic form — any book, article, speech, report, or other work that is based on any knowledge I obtained pursuant to this Agreement. This security review is intended to allow Port of Tacoma to ensure that SSI is not disclosed.

6. If I become aware or have reason to believe that any SSI may have been released to any unauthorized person, I will immediately notify the Port of Tacoma SSI administrator.

7. I understand that the unauthorized disclosure of SSI could compromise the safety and security of persons in transportation. In addition, I understand that I will not electronically mail SSI unless the document is password protected.

8. If I violate the terms or conditions of this Agreement, such violation may result in the cancellation of my conditional access to SSI. This may serve as a basis for denying me conditional access to other United States Government information, both classified and sensitive, in the future. If I violate the terms or conditions of this Agreement, the United States may institute a civil penalty against me pursuant to 49 U.S.C. 46301 and 49 CFR Part 1520 or take other enforcement or corrective action.

9. Unless and until I am provided a written release by the Port of Tacoma from this Agreement or any portion of it, all conditions and obligations contained in this Agreement shall apply both during my period of conditional access and at all times thereafter.

10. Each provision of this Agreement is severable. If any administrative or judicial tribunal should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the Port of Tacoma through the United States Government may seek any remedy available to it to enforce this Agreement, including but not limited to application for a court order prohibiting disclosure of information in breach of this Agreement, imposition of civil penalties, and any other enforcement or corrective action.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or judicial proceeding to protect any SSI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (Governing disclosures that could expose confidential Government agents), and other statutes which protect against disclosure that may

compromise the national security, including Sections 641, 793, 794, 798, and 952 of Title 18, United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and supersede this Agreement to the extent of any conflict.

14. My execution of this Agreement shall not nullify or affect in any manner any other secrecy or nondisclosure Agreement which I have executed or may execute with the United States Government.

I make this Agreement in good faith, without mental reservation or purpose of evasion.

Type/Printed Name & Title:	Company Name:	Telephone Number & Email

Signature: _____ Date: _____

WITNESS: *Witness must be Credible. Individual must witness signature and be an employee of the same company/agency or affiliation.*

Type/Printed Name & Title:	Company Name:	Telephone Number & Email

Signature: _____ Date: _____

To be completed by Port of Tacoma:

Project or Reason for access _____ Project Number: _____

PM/Sponsor _____ Date: _____

SSI Administrator Initials: _____ Date: _____