



**PORT OF TACOMA, NORTHWEST SEAPORT ALLIANCE, AND PORT OF SEATTLE  
REQUEST FOR PROPOSALS  
NO. 072087**

**ECONOMIC IMPACT ANALYSIS**

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

<b>RFP INFORMATION</b>	
Contact:	Jerry Clardy, Sr. Contract Administrator
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Phone:	(253) 888-4751
Submittal Date	<b>April 1, 2024 @ 2:00 PM (PST)</b>
Questions Due Date	<b>March 25, 2024 @ 2:00 PM (PST)</b>

**SUBMIT ALL QUESTIONS AND PROPOSALS VIA THE PROCUREMENT PORTAL.  
(LINK LOCATED ON THE LEFT SIDE OF THE PROCUREMENT WEB PAGE)**

**Port of Tacoma / Northwest Seaport Alliance / Port of Seattle**  
**Request for Proposals (RFP) 072087**

**ECONOMIC IMPACT ANALYSIS**

**A. PURPOSE**

The Port of Tacoma, Northwest Seaport Alliance, and Port of Seattle (the **Parties**) are soliciting proposals from firms interested in providing Economic Impact Analysis services.

The period of performance of the contract is one year from the execution of the contract, with options for renewal at the sole discretion of the Port of Tacoma, on behalf of the Parties, for a possible total of five years.

Following completion of the deliverables stated herein, subsequent updates via individual task order – such as an annual update for an individual line of business – may be requested under this contract. This contract will not exceed a total of \$300,000.

**B. BACKGROUND**

Port of Tacoma: Created by Pierce County citizens in 1918, the Port of Tacoma is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. To learn more about the Port of Tacoma, visit [www.portoftacoma.com](http://www.portoftacoma.com).

The Northwest Seaport Alliance: Formed in 2015, the Northwest Seaport Alliance is a marine cargo operating partnership of the ports of Tacoma and Seattle. To learn more about the NWSA, visit [www.nwseaportalliance.com](http://www.nwseaportalliance.com).

Port of Seattle: Created by King County voters in 1911, the Port of Seattle is a major center for air travel, cruise ships, container cargo, commercial moorage, and commercial business operations. To learn more about the Port of Seattle, visit [www.portseattle.org](http://www.portseattle.org).

**Standard Terms and Conditions:**

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

Proposals submitted with altered or conditioned Terms and Conditions without prior written agreement from the Port of Tacoma will be considered non-responsive and not considered for evaluation.

Proposers submit proposals with the understanding that all contract terms and conditions are mandatory. Response submittal is an agreement to the Contract without exception. The Port of Tacoma reserves the right to negotiate changes to submitted proposals and to change the Port of Tacoma 's otherwise mandatory Contract form during negotiations. If the Proposer is awarded a contract and refuses to sign the Contract form, the Port of Tacoma may reject the Proposer from this and future solicitations for the same work. Under no circumstances shall Proposer submit its own boilerplate terms and conditions.

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

### **C. SCOPE OF SERVICES**

The selected firm will work closely with key staff members from the Port of Tacoma, the Northwest Seaport Alliance, and the Port of Seattle to refine the following list of data that will inform final project deliverables.

It is anticipated that this scope of services can be accomplished without in-person meetings. Cost of travel will not be included as part of this contract.

#### **NORTHWEST SEAPORT ALLIANCE (NWSA)**

1. Jobs impacts by marine cargo segment - direct, indirect, induced.
2. Jobs per unit of cargo (TEU, breakbulk ton, grain ton, auto unit).
3. Jobs per line business, containers, breakbulk, etc.
4. Business output impacts by marine cargo segment - direct, indirect, induced.
5. Labor income impacts by marine cargo segment - direct, indirect, induced.
6. State fiscal impacts by marine cargo segment.
7. State fiscal impacts, taxes per line of business and per unit - B&O, sales & use taxes, and other.
8. Local fiscal impacts, taxes per line of business and per unit (no more than 10 cities per county).
9. Comparison of direct and total fiscal and economic impacts between NWSA and other industries and industry clusters (no more than 3 industry clusters).
10. Average salary/compensation and comparison to state and regional average.

#### **NWSA - containers**

1. Direct total business output by activity type<sup>1</sup>.
2. Direct total jobs by activity type.
3. Direct total labor income (and expenses if available) by activity type.
4. Costs of labor broken down by related industry groups: terminal operators, longshoremen, container operators.
5. Jobs, compensation, business output - direct, indirect, induced.
6. Metric tons of cargo handled.
7. Containerized cargo volumes - full and empty, imports, exports.
8. Containerized cargo value, import and export.
9. Containerized cargo commodities, import and export by TEU.
10. Containerized cargo import and export, by country.

#### **NWSA - autos**

1. Automobile units.
2. Direct impacts of auto imports by activity type.
3. Direct, Indirect, and Induced – jobs, compensation, and business output.

#### **NWSA – breakbulk, logs, and other non-containerized**

1. Metric tons - molasses, breakbulk, logs/lumber, and fuel.
2. Direct impacts of breakbulk by activity type.

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<sup>1</sup> Activity types: Truck transportation/logistics/warehousing, Terminal ops, Rail transportation, Government, Barge and tug, Maritime support, Navigational services

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

3. Direct, Indirect, and Induced – jobs, compensation, and business output.

### NWSA – real estate

1. Jobs, business output, labor income - tenants, manufacturing, services/non-industrial, construction, government, bulk ops - direct, indirect, and induced.
2. Compensation - direct, indirect, induced.
3. Average salary/compensation and comparison to state and regional average
4. State fiscal impacts, taxes per line of business and per unit – B&O, sales & use taxes, and other.
5. Local fiscal impacts, taxes per line of business and per unit (no more than 10 cities).
6. Square footage of warehouses, offices, industrial and other buildings.

### NWSA (appendices)

1. Direct fiscal impacts for select counties and cities<sup>2</sup> (jobs, output, labor income).
2. Total fiscal impacts for select counties and cities (jobs, output, labor income).
3. State and local tax impacts for select counties and cities – state taxes, local taxes.
4. Mode distribution for imports, exports entering or leaving NWSA (truck, multiple, rail, water, pipeline).
5. US 2-way trade in kiloton for imports and exports at 25 largest origin and destinations.
6. US 2-way trade in value for imports and exports at 25 largest origin and destinations.
7. Leading US regions by NWSA market-share value, imports and exports, by percent.
8. Leading US regions by NWSA market-share weight, imports and exports, by percent.
9. Shipping costs to/from US cities.
10. Total number of domestic and international TEUs (past 5 years).
11. Value (in billions) of imports and exports, two-way trade (past 15 years).
12. NWSA share (%) and value (millions) of imports and exports by US state (also mapped by state).
13. NWSA share (%) of two-way container trade with NE Asia (past 15 years)
14. Jobs dependent on imports and exports by State (WA, OR, MN, ID, AR, IL, MT, SD, AK).
15. Containerized cargo (total and discretionary) forecast in millions of TEUs, to 2050.
16. Annual economic and fiscal impact of forecast – direct jobs, direct business output, direct state fiscal impact, and total state fiscal impact.
17. Direct value of marine cargo (container, auto, breakbulk) for North and South Harbor, jobs, business output, and labor income.

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<sup>2</sup> Seattle, Tacoma, Sumner, fife, Kent, Puyallup, Unincorporated Pierce Co., Auburn, Renton, Tukwila, Lakewood, Unincorporated King Co., Bellevue, Issaquah, Burien, Kirkland, Des Moines, Kenmore, Edgewood

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

### PORT OF TACOMA

#### Port of Tacoma

1. Jobs, business output, labor income - tenants, manufacturing, services/non-industrial, construction, government, bulk ops - direct, indirect, induced
2. Compensation - direct, indirect, induced
3. Average salary/compensation and comparison to state and regional average
4. State fiscal impacts, taxes per line of business and per unit – B&O, sales & use taxes, other
5. Local fiscal impacts, taxes per line of business and per unit (no more than 10 cities)
6. Square footage of warehouses, offices, industrial and other buildings

#### Port of Tacoma - autos

1. Automobile units.
2. Direct impacts of auto imports by activity type.
3. Direct, Indirect, and Induced – jobs, compensation, business output

#### Port of Tacoma – appendices

1. Jobs, business output, labor income - by line of business for NWSA South harbor cargo, port tenants and other business
2. Total (direct/indirect/induced) NWSA south harbor + PoT jobs, business output, labor income
3. Statewide direct and total fiscal impact by line of business

### PORT OF SEATTLE

1. Jobs, business output, labor income - direct, indirect, induced by line of business<sup>3</sup>.
2. State fiscal impacts by line of business<sup>4</sup>, taxes by line of business and per unit.
3. Local fiscal impacts, taxes by line of business and per unit (no more than 10 cities).
4. Average salary/compensation with a comparison to state and regional average.
5. Impacts of capital investment plan, jobs per project or division (aviation, maritime, economic development, plus a roll up of all).

#### Port of Seattle – Seattle-Tacoma International Airport (SEA)

1. Jobs, total compensation, business output - direct, indirect, and induced.
2. Top six cities where airport employees live and compensation to those employees
3. Airport economic activity by city (top six).
4. Airport economic activity as share of city GDP (top six cities).

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<sup>3</sup> NWSA North Harbor marine cargo, SEA Airport, cruise, commercial fishing, recreational marinas and other

<sup>4</sup> NWSA North Harbor marine cargo, SEA Airport, cruise, commercial fishing, recreational marinas and other

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

5. Employment by sector for the six cities closest to the airport (SeaTac, Burien, Des Moines, Normandy Park, Tukwila, Federal Way).
6. Airport dependent business spending.
7. On-site passenger activity.
8. Direct on-site job type<sup>5</sup>.
9. Visitor industry employment impact by sector - direct, indirect, induced jobs
10. Visitor spending in Seattle by category (lodging, food, entertainment, transportation, gifts, other) – Sea Tac, Burien, Tukwila, Federal Way, Des Moines, Normandy Park.
11. Employee spending at the airport.
12. Key local employers using SEA for business travel/
13. Airborne exports by sector, fiscal impacts and volume.
14. Industries supported by air cargo.
15. Personal income (direct, re-spending, indirect).
16. Domestic and international passenger and cargo destinations.
17. Projected statewide fiscal direct and secondary impacts, and aviation taxes.
18. Compound annual growth rate of passengers.

### Port of Seattle - cruise

1. Passenger embarkments, dismemberments, and in-transit stops.
2. Visitor spending in Seattle and up to five other cities by category (lodging, food, entertainment, transportation, gifts, other).
3. Projected direct impact wages and revenues by economic activity of cruise operations (passenger spending, on shore staff, maritime services, maintenance, provisioning, fuel, crew spending).
4. Projected direct, indirect, induced jobs, total compensation, and business output.
5. Projected statewide fiscal direct and secondary impacts, B&O, sales and use taxes, and other.
6. Compound annual growth rate of passengers.

### Port of Seattle – commercial fishing

1. Unique Alaskan fishers licensed vessels, vessel count.
2. Jobs, compensation, business output - direct, indirect, induced.
3. Statewide fiscal impacts, B&O, sales and use taxes, other.
4. Metric tons harvested by PoS customers in North Pacific fisheries.
5. Gross earnings by PoS customers in North Pacific fisheries.

### Port of Seattle – recreational marinas and vessel moorage

1. Estimated direct impact jobs, business output, labor income - recreational marinas and vessel moorage/tug & barge.
2. Direct impact of recreational marinas and vessel moorage – jobs, total compensation, business output.
3. Direct impact of other - jobs, total compensation, business output.

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<sup>5</sup> Airline/airport services, airport admin/government/security, concessions/customer service, freight transportation, passenger ground transportation, construction.

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

4. Statewide fiscal impacts of recreational marinas and vessel moorage, B&O, sales & use taxes, other.

### Port of Seattle – commercial business operations

1. Estimated direct impact jobs, business output, labor income - commercial tenants: retail, office, warehouses, industrial, hospitality, government, and bulk cargo ops.
2. Direct impact of commercial tenants – jobs, total compensation, business output.
3. Direct impact of commercial tenants - jobs, total compensation, business output.
4. Statewide fiscal impacts of commercial tenants, B&O, sales & use taxes, other.

### Port of Seattle – Community programs

1. Estimated direct impact of programs in workforce development, and economic development, and tourism promotion.
2. Direct impact of South King County fund.
3. Direct impact of investments in the Duwamish valley.
4. Direct impact of grant program.

### Port of Seattle – appendices

1. Jobs, business output, labor income - by line of business.
2. Total (direct/indirect/induced) NWSA North harbor + PoS jobs, business output, labor income.
3. Statewide direct and total fiscal impact by line of business.

## **PORT OF SEATTLE, PORT OF TACOMA, NWSA ROLLUP**

1. Direct impact jobs, business output, labor income of PoS, PoT, NWSA
  - a. NWSA – containers, autos, breakbulk.
  - b. PoS – cruise, fishing, rec marinas, tenants and other.
  - c. PoT – tenants and other.
2. Total (direct/indirect/induced), impact jobs, business output, labor income of PoS, PoT, NWSA.
  - a. NWSA – containers, autos, breakbulk.
  - b. PoS – cruise, fishing, rec marinas, tenants & other.
  - c. PoT – tenants and other.
3. Direct and Total fiscal impact PoS, PoT, NWSA
  - a. NWSA – containers, autos, breakbulk.
  - b. PoS – cruise, fishing, rec marinas, tenants & other.
  - c. PoT – tenants and other.
4. Average annual labor income by line of business (NWSA-cargo, auto, breakbulk, PoS SeaTac, PoS cruise, PoS fishing, PoS rec marinas, PoS tenants, PoT tenants)

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

### **D. DELIVERABLES:**

1. Interim data to review draft findings. Refinements may be needed for individual lines of business or by each party, but every effort will be made to do this early in the process to avoid project delay.
2. Draft technical data-rich plan for review and refinement with at least the following content and each chapter should conclude with a summary in brief of key communication items written in plain talk and with helpful graphics:
  - a. One chapter dedicated to each of the Parties.
  - b. A fourth roll-up chapter for overall impacts, all Parties together.
  - c. A fifth chapter describing the equity impacts. “Equity impacts” refer to an analysis of how different communities are accessing, experiencing, and benefiting from the programs and services provided by the Parties as well as benefitting from the economic impacts generated by their activity. We would like to see a quantifiable way to measure our impact on equity year over year and to be able to look at the progress we are making. At the very least, the equity impacts chapter should provide the data broken down by race and gender (and other identities as applicable) along with a written analysis describing any identified disparities and associated conclusions. It may not be possible to collect this level of data for this entire scope, but the selected firm should work closely with the project team to identify what is possible and desired.
3. Final plan that will help the Parties articulate the economic and equity impacts of each line of business. The final plan will include maps and graphics as needed to illustrate and assist related data. The document and its results will support internal and external communications and may be used as reference for legislative asks, grant applications, and financial bonds.
4. One-page summaries:
  - a. Rollup summary of all Parties together – overall impact. (1)
  - b. Rollup summary for each of the Parties - individual impact. (3)
  - c. Rollup of high-level impacts as may be requested for specific lines of business such as, SEA Airport for each individual airport cities. (not more than 12).

**E. PROPOSAL ELEMENTS & EVALUATION CRITERIA:**

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

Proposals are limited to 20 numbered pages (8 ½ by 11 inch) excluding the cover letter, compensation information and all appendices. All pages shall be in portrait orientation with 1-inch margins. Font size shall be 10 point or larger. Proposals that do not follow this format may be rejected. Submittals need to be limited to **9 MB** in total size.

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

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

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

**EVALUATION**

**1. Qualifications .....20 points**

- a) Identify the proposed team (to include working titles, degrees, certificates, and licenses), demonstrate the team’s experience in performing the requested services, and describe how the team meets or exceeds the required qualifications.
  - Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.
  - Provide an organizational chart demonstrating the relationships and hierarchy of the team described above and availability to support Port projects. Identify individuals by name, position, discipline and firm. Identify key back up personnel.
- b) The Port of Tacoma’s review team (to include members from each agency) will evaluate the experience, technical competence, and qualifications of the Key Personnel identified in their project-specific roles and responsibilities, and the overall organization of the project team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.

**2. Experience .....20 points**

- a) Include a list of three relevant projects in the last five years, including a point of contact, contact information and brief description, for services related to the items

**ATTACHMENT A – INSTRUCTIONS FOR PROPOSING**

listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.

- b) Explain the team or individual on the team’s experience and understanding of equity.

**3. Approach .....50 points**

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

- a) Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the tasks required in the scope of services. Include a summary of innovative ideas and suggestions for enhancing the scope of services.
- b) Project Management: Describe how the team will manage and coordinate the necessary disciplines required to accomplish the services requested.
- c) Describe the team’s experience responding to and overall management of on-call/ task order services and describe the firm’s approach for responding to the Port’s request(s) for services.

**4. Capacity .....40 points**

- a) Provide approach for scheduling and for facilitating efficient and consistent progress.
- b) Approach for managing budget.
- c) Coordination & Communication: Provide a plan for communications and coordination between the project team, the portside project manager(s), and the various stakeholders.
- d) What risks that are beyond your control do you see in providing this service and how would you mitigate them?
- c) Capacity to perform the work (including any specialized services) within the time constraints identified, considering the firm’s current and planned workload.

**5. Vendor Cybersecurity Self-Evaluation .....Pass/Fail**

VENDOR CYBERSECURITY SELF-ASSESSMENT (Attachment D) information MUST be provided in an individual PDF document as a separately labeled attachment.

**6. Compensation .....10 points**

Present detailed information on the firm’s proposed fee structure for all resources for the services proposed.

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

All rates quoted shall be:

**ATTACHMENT A – INSTRUCTIONS FOR PROPOSING**

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

**LIST OF ATTACHMENTS:**

**ATTACHMENT A – INSTRUCTIONS FOR PROPOSING (ATTACHED TO RFP)**

**ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS (ATTACHED TO RFP)**

**ATTACHMENT C – COST BREAKDOWN-OFFER TEMPLATE (SEPARATE ATTACHMENT)**

**ATTACHMENT D – VENDOR CYBERSECURITY SELF-ASSESSMENT (SEPARATE ATTACHMENT)**

## PROCUREMENT PROCESS

### SOLICITATION TIMELINE:

This is the procurement schedule for the Economic Impact Analysis RFP. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the Port of Tacoma.

Issuance of RFP	March 12, 2024
<b>*Last Day To Submit Questions</b>	<b>March 25, 2024 @ 2:00 PM</b>
<b>*Proposal packets due</b>	<b>April 1, 2024 @ 2:00 PM</b>
*Review/Shortlist*	April 15, 2024
*Execute Contract	May 2024

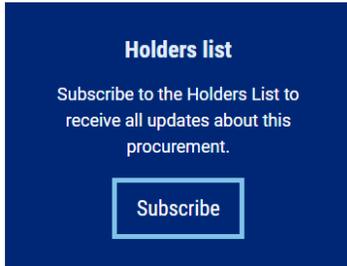
\*Dates are tentative and may be subject to change.

All status updates on the above solicitation timeline will be announced on the Port of Tacoma’s website for this solicitation.

### VENDOR OBLIGATION

The Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port of Tacoma’s website, [www.portoftacoma.com](http://www.portoftacoma.com) under ‘Business -> Contracting -> Procurement.

When viewing the details page for this procurement on the Port of Tacoma’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

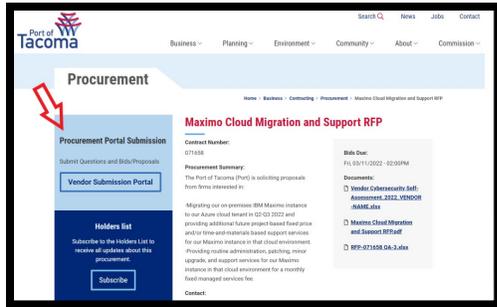
**All communications are to be sent through the RFP Coordinator.**

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port of Tacoma, Northwest Seaport Alliance, or the Port of

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

Seattle, other than the Procurement Representative listed on the solicitation may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department via the Procurement Portal (Portal link is accessible via this specific procurement website. See left side of page.).



Proposers who may have questions about provisions of these documents are to submit their questions by the date listed on the solicitation. The Port of Tacoma will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

### **ADDENDA**

The Port of Tacoma 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 Port of Tacoma changes, revises, deletes, increases, or otherwise modifies the Solicitation, the Port of Tacoma 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 Holder's List.

### **SUBMITTAL PROCESS**

#### **Electronic Submittal:**

Proposals must be received via the procurement portal on or before the date and time outlined on the front page of this proposal.

#### **Procurement Submission Portal Instructions:**

Navigate to this procurements web page (referencing the number and name) via the following link [Procurement | Port of Tacoma](#). While on the procurements page, click on the 'Procurement Submission Portal' link (located on the lefthand side of the page).

Full instructions on how to utilize the submission portal can be found on the Port of Tacoma's website, [www.portoftacoma.com](http://www.portoftacoma.com) under 'Business -> Contracting -> Procurement'. See bold red heading above the bid search box "Bid and Question Submittal Instructions", to access the thorough instructions in PDF format.

Please submit proposal, including all separate attachments and compensation in separate Adobe Acrobat PDF format. **Submittals need to be limited to 9 MB in total**

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

size. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided.

**\*Late proposals will not be accepted by the Port of Tacoma. 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, using the point method of award, will review each proposal and evaluate all responses received based upon the criteria listed herein. The Port of Tacoma may request clarifications or additional information, if needed. After the evaluation team individually scores each proposal, the scores are tallied, and the firms are ranked based on the scores.

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

The Port of Tacoma intends to select the Proposer who represents the best value to the Port of Tacoma, Northwest Seaport Alliance, and Port of Seattle.

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

### **PROCEDURE WHEN ONLY ONE PROPOSAL IS RECEIVED**

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

### **GENERAL INFORMATION**

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

### **COSTS BORNE BY PROPOSERS**

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

### **PROTEST PROCESS**

A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the Port of Tacoma's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the Port of Tacoma within two (2) business days of the event giving rise to

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com).

Consideration. Upon receipt of the written protest, the Port of Tacoma will consider the protest. The Port of Tacoma may, within three (3) business days of the Port of Tacoma's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the Port of Tacoma, the Contracts Director of the Port of Tacoma or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the Port of Tacoma's receipt of the protest. (If more than one (1) protest is filed, the Port of Tacoma's decision will be provided within three (3), but no more than six (6) business days of the Port of Tacoma's receipt of the last protest.) If no reply is received from the Port of Tacoma during the six (6) business-day period, the protest will be deemed rejected.

Waiver. Failure to comply with these protest procedures will render a protest waived. Condition Precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

### **SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES**

The Port of Tacoma 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.

### **PUBLIC DISCLOSURE**

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

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as **CONFIDENTIAL**,

**ATTACHMENT A – INSTRUCTIONS FOR PROPOSING**

**PROPRIETARY** or **TRADE SECRET** on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port of Tacoma will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Port of Tacoma by the stated deadline, the Port of Tacoma will release the requested portions of the proposal. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port of Tacoma on account of actions taken under such procedure.

PERSONAL SERVICES AGREEMENT NO. 072087

TITLE: Economic Impact Analysis

Consultant: [VENDOR], [VENDORADD]

CONTRACT OWNER: [PM] PROJECT NO./G/L NO.: [PROJECTNO]/[G/L]

THIS AGREEMENT is made and entered into by and between the Port of Tacoma, Northwest Seaport Alliance, and Port of Seattle (*hereinafter referred to as the Parties*) [VENDOR] (*hereinafter referred to as the Consultant*) for the furnishing of the Economic Impact Analysis (*hereinafter referred to as the Project*).

The Port and Consultant mutually agree as follows:

**SCOPE OF WORK**

[SOW]

**DELIVERABLES**

[DELIVERABLES]

**COMPENSATION**

[AMOUNT]

**TERM**

The term of the Agreement shall be from the date of execution through...

**AGREED**

This agreement is expressly conditioned upon the Terms and Conditions attached ...

**[ENTITY]**

**[CONSULTANT]**

By

By

[CM]

Date

[VENDORSIGN]

Date

[CMTITLE]

[VENDORTITLE]

## ATTACHMENT C – PERSONAL SERVICES CONTRACT TERMS AND CONDITIONS

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

### 1. Key Personnel

The Consultant's and/or its subconsultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the Port.

### 2. Relationship of the Parties

Consultant and its subconsultants and their employees, are independent contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee nor of principal and agent.

### 3. Conflicts of Interest

Consultant warrants that it has no direct nor 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 nor other consideration contingent upon the execution of this Agreement.

### 4. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the Project, including building codes and permitting regulations existing at the time this Agreement is 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 Services.

### 5. Records and other Tangibles

The Port 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 (6) years after the term of

this Agreement, Consultant agrees to maintain accurate records of all activities done in providing the Services and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

### 6. Ownership of IP

The plans, specifications, models, programs, reports, and other products prepared by the Consultant in performing the Services are Instruments of Service for purposes of the copyright laws of the United States. The Port has ownership rights to the Instruments of Service. Consultant shall not be responsible for changes made in the Instruments of Service 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 the Instruments of Service for promotional purposes shall require the Port's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the Port.

### 7. Disclosure

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

### 8. Compensation

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

### 9. Payment Schedule

Consultant shall submit detailed numbered invoices monthly showing descriptions of the

## ATTACHMENT B – PERSONAL SERVICES CONTRACT TERMS AND CONDITIONS

Services being invoiced, work order number, title of the Project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate by the 10th of the following month to be paid by the end of the 30th, 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 the Services.

### 11. Insurance - Assumption of Risk

- a) As a further consideration in determining compensation amounts, Consultant shall procure and maintain, during the term of this Agreement, such commercial general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing the Services 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) The Consultant and its subconsultants shall indemnify, defend (the defense obligation shall not apply to professional liability claims), and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and their respective appointed and elective officers and employees ("Indemnified Parties") 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 the Indemnified Parties arising from the negligent acts, errors, or omissions by the Consultant in the performance of the Services.
- c) Not used

- d) Consultant shall indemnify and hold the Port of Tacoma and Northwest Seaport Alliance 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 the Services to conform to any applicable generally accepted professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such the Services.

### 13. Time

Time is of the essence in the performance of the Services.

### 14. Assignability

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

### 15. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the Consultant to perform the Services. The Port may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination.

### 16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and

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

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.

### **17. Extent of Agreement**

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

**ATTACHMENT C – COST BREAKDOWN-OFFER TEMPLATE**

[Attachment C](#)

**ATTACHMENT D – VENDOR CYBERSECURITY SELF-ASSESSMENT**

[Attachment D](#)