



PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 72191

Vehicle Wait Time Awareness System Pilot Project

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

RFP INFORMATION	
Contact:	Sharon Rothwell, Procurement Coordinator
Email Addresses:	procurement@portoftacoma.com
Phone:	253-592-6758
Pre Bid Meeting	4/19/2016 @ 2:00 PM PST Fabulich Center, Room 104 3600 Port of Tacoma Road, Tacoma, WA
Question Deadline	4/28/2016
Submittal Date	5/5/2016 @ 4:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE
"VEHICLE WAIT TIME AWARENESS SYSTEM PILOT PROJECT" IN THE SUBJECT LINE

PORT OF TACOMA
Request for Proposals (RFP) #72191
Vehicle Wait Time Awareness System Pilot Project

The Port of Tacoma (Port) is soliciting proposals on behalf of the Northwest Seaport Alliance (NWSA) from firms interested developing a pilot truck wait time awareness system expandable in scope and functionality. The system will provide visibility to the Port / NWSA stakeholders about terminal queuing conditions so intelligent decisions can be made about routing and service.

The goal of this pilot project is to demonstrate how technology can help reduce wait times of container trucks at Northwest Seaport Alliance (NWSA) Container Terminals by reducing transit times and emissions (truck idling) of those container trucks while at NWSA Terminals.

The project is to be completed and maintained during a trial period at a fixed cost not to exceed \$180,000.

By responding to this RFP, the Proposer agrees that he/she has read and understands the requirements and all documents within this RFP package.

A. BACKGROUND

In 2014 commissioners from the Port of Seattle and Port of Tacoma developed a plan to form the NWSA to unify management of the two ports' marine cargo terminals and related functions. The NWSA mission is to be the easiest and most reliable gateway for business by providing 'best in class' service delivery and customer care.

The NWSA is concerned about the capacity of the terminals, highways, rail lines, and waterways that serve them. Larger ships generate volumes and/or surges of intermodal containers that are bigger than the supporting infrastructure and conveyance systems can handle.

The NWSA has built an Operations Service Center (OSC) focused on improving freight mobility to address these concerns and address gaps in technology and communications. This requires working closely with transportation partners; rail roads, trucking companies, terminal operators and labor to make sure landside transportation and waterway systems are working efficiently. The OSC has access to the data provided by the RFID system at the Seattle Terminals (North Harbor) and plans to install RFID systems at Tacoma Terminals (South Harbor) to identify drayage trucks complying with the Port's Clean Truck Program. There are plans to expand the RFID systems in both harbors truck queuing areas to provide wait time awareness. There are gaps in the current RFID technology which affect the NWSA's ability to improve drayage truck efficiency within the NWSA systems.

FHWA, WSDOT and other regional transportation partners have tested and implemented intelligent transportation systems (ITS) regionally for Puget Sound Regional transportation corridors, but not for freight arterials leading to and from Puget Sound ports. There is an opportunity to work with regional transportation partners to leverage their knowledge and experience to improve freight mobility at NWSA container terminals.

By partnering with regional transportation partners to evaluate intelligent transportation technology (ITS) integrated into the Alliance OSC, the NWSA can close gaps in technology and communications to improve drayage truck efficiency and reduce air emissions.

B. SOLICITATION OBJECTIVES

- Select a vendor with expertise in design/development/ of motor Vehicle wait time awareness systems, which can ensure that the Ports are supplied with dependable, responsive, proven and expert services and products;
- Select a vendor who can respond to and quickly resolve problems that may arise; and
- Select a technologically advanced system capable of expanding with the future growth of the Ports.

MINIMUM QUALIFICATIONS

- Vendor team must have experience in system design, deployment, installation, and operation of travel time measurement systems;
- Vendor must have experience in designing, developing, operating, maintaining, and managing an advanced web server based software system for a public agency;
- Vendor must have at least three years of successful contracting experience with public or private agencies of similar or greater size to the Port with services that are similar to those expected by the Agencies for this contract;
- Vendor must utilize a documented in-house quality management procedure that has been in place for no less than two years prior to the bid due date;
- Vendor shall demonstrate software development capabilities to ensure ability to complete the required software development documented in this RFP; and
- Vendor shall have expertise with electrical and communication technologies specifically in the cellular communication field.

C. SCOPE OF SERVICES AND DELIVERABLES:

Through this pilot program, a system will be tested at one terminal in Seattle (North Harbor) and one terminal in Tacoma (South Harbor) . See Figure 1 and Figure 2.

The system will be operated for up to one year after installation is complete and will provide data to the Alliance OSC, WSDOT and SDOT traffic management data systems.

The scope should include but is not limited to:

- Provide real time or near real time processed data feeds (between two to five minute delay) as an XML feed compatible with agencies API.
- Include historical averages and trends.
- Provide real time or near real time processed data (between two to five minute delay) on “Pre-Gate” truck queue times
- Provide real time or near real time processed data (between two to five minute delay) on “On-Terminal” truck turn times.
- Be scalable outside of terminal boundaries to provide Port access roadway travel times
- Accommodate iPhone, Android and Microsoft platforms

- Have a security management and administrative system that allows access and operational privileges to be assigned, monitored and controlled by an administrator, and accommodate iPhone, Android and Microsoft platforms
- System must be able to immediately notify via email when the system or portions of the system fail or when maintenance is needed.
- Maintain a complete log of alarms and failure events.

All equipment to be readily accessible. The Alliance must have spare parts for critical equipment. The initial cost of all equipment shall include all software updates including any major versions and equipment maintenance during the pilot demonstration period.

Figure 1 – North Harbor

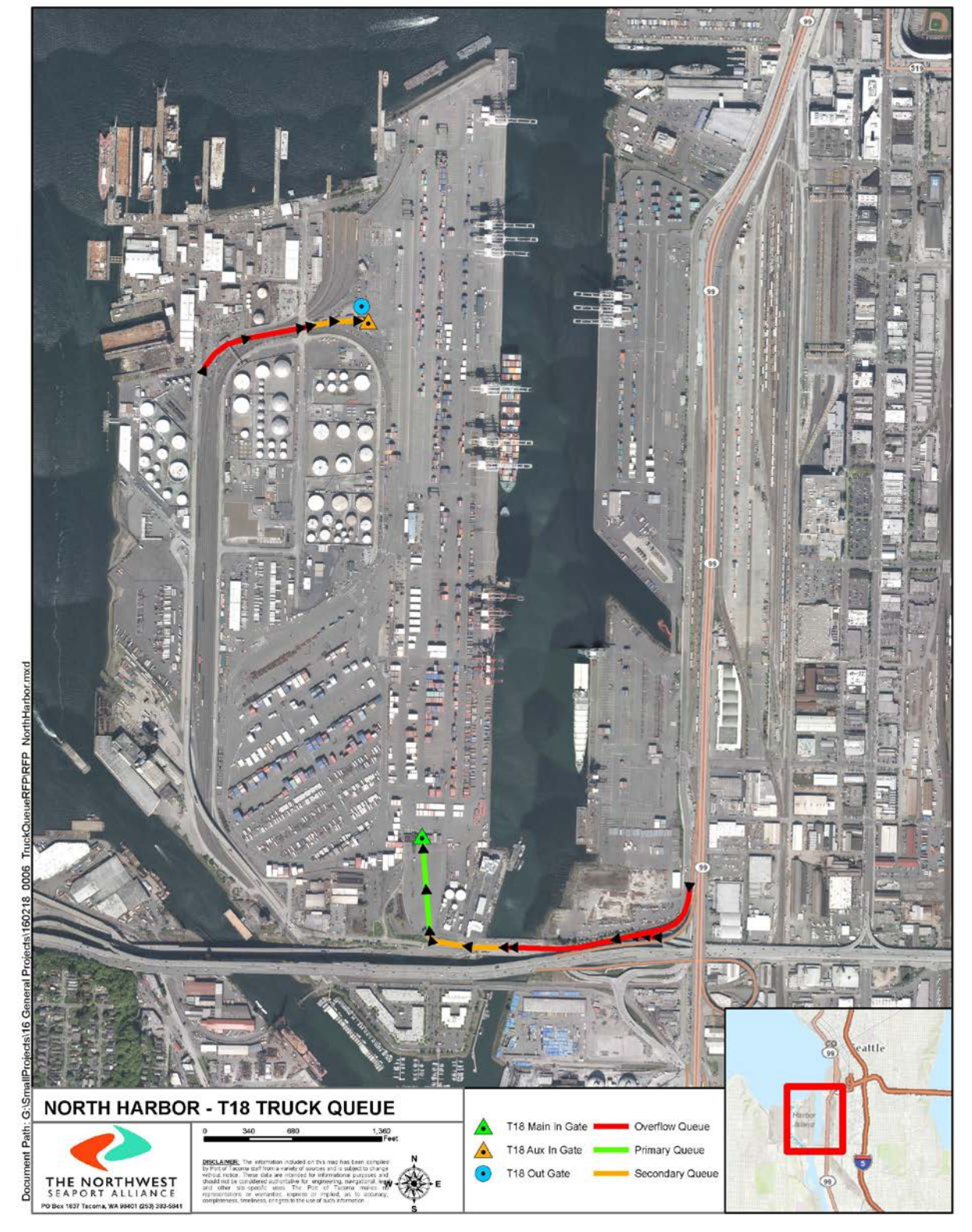
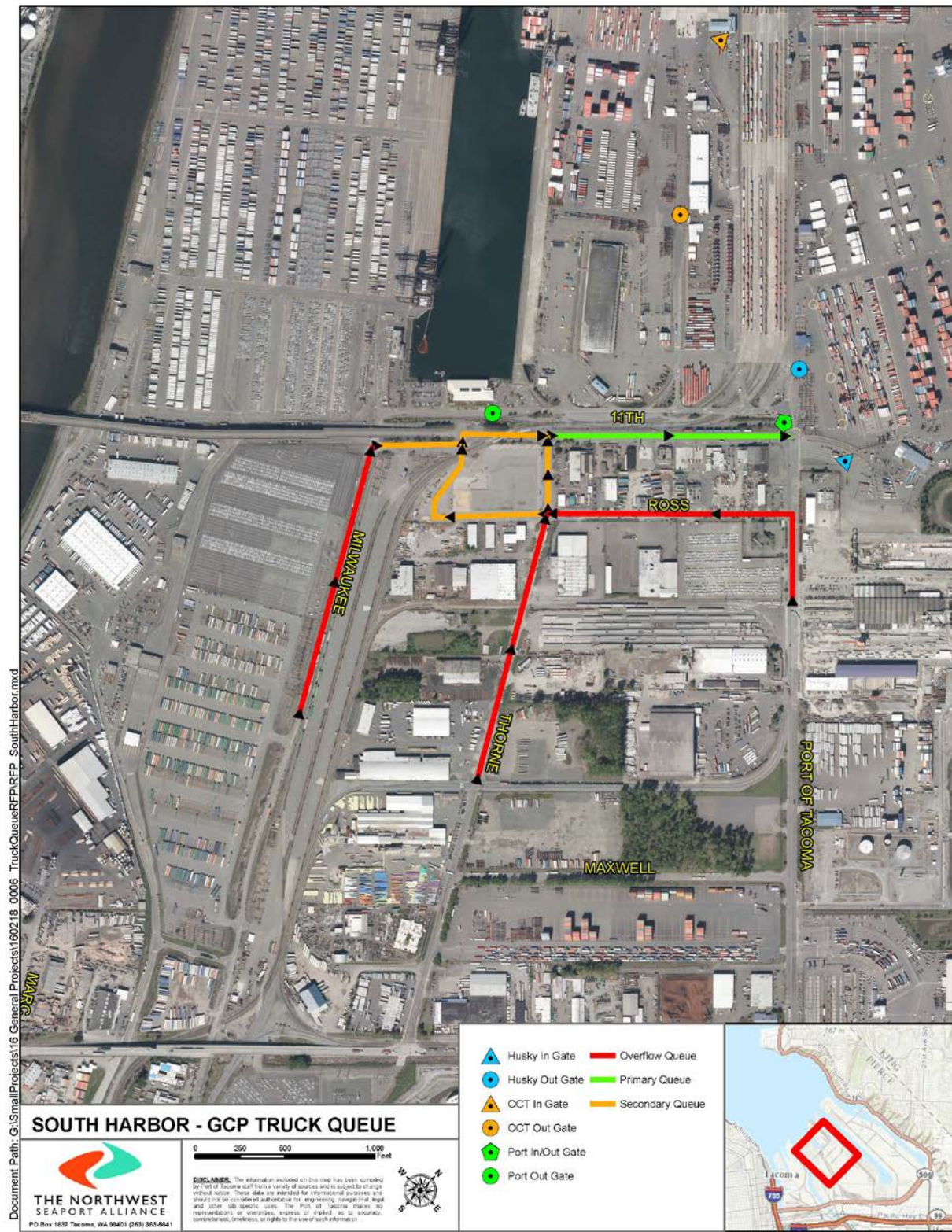


Figure 2 – South Harbor



D. RFP ELEMENTS & EVALUATION CRITERIA:

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. The written proposals should be prepared in the sequential order as outlined below.

Proposals are limited to 40 numbered pages (8 ½ by 11 inch) **including** the cover letter and any submitted appendices, but excluding references and compensation information which are to be submitted separately. 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 as well as the name, title, email address, phone number and address of the proposing team's main contact and include the following 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 purposes of this request, "claim" means a sum of money in dispute in excess of 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-consultants and key team members.

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

INITIAL EVALUATION PHASE

1. Qualifications & Experience—.....20 PTS

- Describe the qualifications and experience of the firm submitting the proposal, including:
 - Length of time in business; length of time offering services similar to those proposed.
 - Number of current, active users of the proposed system.
 - Define any sub-consultants, and their roles and responsibilities.
 - Number and experience of staff;
 - Describe three projects completed within the past three years that demonstrate the firm's ability to successfully complete system implementation projects. Provide details of the projects business objectives, systems implemented, project duration, and the project budget.

2. System50 PTS

- Describe in detail the system proposed, including:

- Hardware; modules/components proposed to meet the solution requirements; functionality, features and capabilities and other relevant information. Describe the ability to expand the system. Describe the portability of the system.
- Software; modules/components proposed to meet the solution requirements; functionality, features and capabilities; and other relevant information. Describe the ability to expand the system. Describe the portability of the system.
- Describe in detail, including utilizing diagrams, the overall system and solution architecture and underlying technologies and technology infrastructure.
- Complete Attachment C, Solution Requirements. Define whether the system proposed and the overall solution meets or does not meet each requirement.

3. Work Approach35 PTS

- Describe the consultant's proposed project management approach. Include a draft project plan defining project phases, tasks, resources (both consultant and Port) and anticipated task durations.
- Assumptions and Risks: Define in detail the assumptions made regarding accomplishing the Scope of Services. Define the factors the consultant believes are risks to the successful completion of this project and proposed mitigation strategies.
- Coordination & Communication: Provide a plan for communications and coordination between the Consultants team and the Port.
- Systems Testing: Provide a plan for equipment testing, software testing, security testing, failure testing and testing the ability to provide data to the Alliance OSC, WSDOT and SDOT traffic management data systems.
- Describe the consultants considerations for onsite or remote access performance of project tasks.
- Technical Support: Define the consultant's experience providing technical support services and describe the organizational support structures and processes established.
- Reporting: Provide a plan to track and report the performance, accuracy and effectiveness of the technology as the pilot progresses. A final report will include lessons learned and recommendations for moving from pilot to full deployment, and/or for further study

4. Compensation20 PTS

Present detailed information on the firm's proposed costs for the software and services proposed.

All rates and costs/fees quoted shall be:

- **Fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included),**
- Quoted in US Dollars,
- 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.

5. Developmental Approach Narrative.....25 PTS

Clearly outline the team's recommended approach and methodology for:

- Accomplishing the necessary services to accomplish the project scope: Clearly describe the approaches and methods that will be used to accomplish the necessary services. Include a summary of innovative ideas and suggestions for implementing or enhancing the scope of services.
- Coordination & Communication: Provide a plan for communications and coordination between the project team, the Port's project manager and the various stakeholders.

6. Project Development Schedule.....20 PTS

Describe the team's availability, capacity and ability to undertake the work immediately and dedicate the necessary personnel and resources to meet the anticipated schedule.

Discuss how the team anticipates approaching and adhering to the milestone schedule listed above and what risks and/or constraints may negatively affect the timeline. Describe experience and approach in addressing scheduling constraints.

FINAL EVALUATION PHASE (if applicable)

7. Interviews/Demonstrations.....100 PTS

System Interviews/demonstrations may be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the proposer's disqualification from further consideration. Software demonstrations will be held at the Port of Tacoma, Tacoma, WA. Travel costs will not be reimbursed for the interview.

Demonstrations will be based on scripts provided by the Port. Demonstrations are to be conducted in real time with live systems and data.

8. References10 PTS

Ensure completion of a **minimum of 2 references** submitted using Attachment D. All references must be received by the Port by the due date stated in the letter announcing the short list of firms to be interviewed or upon request of the Port. The Port will evaluate

the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks will also validate information in the proposal. The Port may contact submitted reference sites directly to accomplish this.

ATTACHMENT A – INSTRUCTIONS, INFORMATION, AND COMMUNICATION

ATTACHMENT B –TERMS AND CONDITIONS

ATTACHMENT C – SPECIFIC SOLUTION REQUIREMENTS

ATTACHMENT D – REFERENCE QUESTIONNAIRE - Sample

ATTACHMENT E- MINIMUM QUALIFICATIONS

INSTRUCTIONS, INFORMATION, AND COMMUNICATION

This section details Port procedures for directing the RFP process. The Port reserves the right in its sole discretion to reject the proposal of any Proposer that fails to comply with any procedure in this chapter.

Communications with the Port

Direct all Proposer 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 Proposer 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 Proposer's own risk. The Port will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Proposers 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 Proposer 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 Proposer's proposal.

Questions

Submit 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 Proposer of any responsibilities under this solicitation or any subsequent contract. The interested Proposer will 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 Proposer 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 Proposers, it remains the obligation and responsibility of the Proposer 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 Proposer from the sole obligation for learning of such material.

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

All Bids/Proposals sent to the Port shall be considered 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/Proposal 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/Proposer failed to incorporate the Addendum changes, but that the changes were not material and therefore the Bid/Proposal may continue to be accepted by the Procurement Coordinator.

RFP Submittal Requirements

- Proposers will submit:
- Proposal Package (40 page limit)
- Attachment C - Specific Solutions Requirements.
- Attachment E- Minimum Qualifications

Reference Submittal Requirement – for Short Listed Firms

- References, Attachment D are to be submitted by the “active contact reference” as identified in the letter announcing the Firms to be interviewed.

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 purposes of evaluation.
- c) Ps 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 make a determination as to lateness.
- d) The response should be in an 8 1/2” by 11” format. Non-recyclable materials are strongly discouraged. Proposers are encouraged to “double side.” If there are page limitations, one side of a printed page is considered one page.

Submittal of Proposal

Electronic:

E-mail electronic submittals to the procurement@portoftacoma.com , on or before 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 generally allow documents up to, but no larger than, 10

Megabytes. Proposers are to ensure that the compensation portion of their proposal is a separate PDF file from the rest of their proposal.

EVALUATION PROCESS

Step #1: Initial Screening: Purchasing shall first review submittals to for initial decisions on responsiveness of the bid/proposal 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 Proposer'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 Proposer's response for purposes of evaluation.

Pricing: Items on price sheets shall then be calculated for purposes of award. Item pricing will be multiplied by the number of units required for an item total. Item totals will be totaled for all items for a tabulated total. If an error in math occurs, unit pricing will be considered the correct price and will be used. If any cost item is missing from a bidder Offer Form, the Port reserves the right to reject that Bid or to calculate and compare bids without that cost item considered.

Formula: Lowest total Bid evaluation price divided by a higher total Bid evaluation price (Bid that is 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 Proposer with the lowest Total Bid Evaluation Price will receive the maximum allotted points for pricing. All other Proposers pricing points will be proportionate to the most favorable pricing. The example calculation below shows that a Proposer 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.

Step #3: Interview: The Port may interview top ranked firms considered most competitive. If interviews are conducted, rankings of firms and award configurations shall be determined by the Port, using the combined results of interviews and proposal submittals.

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

Step #4: Selection: The Port shall select the highest ranked Proposer 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 Proposer. The Port may negotiate any aspect of the proposal or the solicitation.

Repeat of Evaluation Steps: If no Proposer 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 that were active at that step in the process. 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 Proposer.

Tie Scores: if the top two Proposers 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.

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 Proposers 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 Proposer 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 Proposer(s) protest must set forth in specific terms the reasons 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 Proposers 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 Proposer(s)

The Apparently Successful Proposer 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 Proposer must execute the contract and provide all requested documents within ten (10) business days. If the Proposer 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 Proposer, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may result in Proposer disqualification for future solicitations for this product/service.

Checklist of Final Submittals Prior to Award

The Proposer(s) should anticipate that the Letter would require at least the following. Proposers are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- State of Washington Business License
- Completion of New supplier package
- Completed NDA form
- Certificate of Insurance (if a hard-copy is required by the specifications)
- Special Licenses (if any)

Taxpayer Identification Number and W-9

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

No RFP Opening – No Reading of Prices

The Port does not conduct a bid opening for RFP responses however; the Port will post a list of those submitting proposals.

Offer Form

Proposer shall specify response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. With a 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.

Proposer Responsibility to Provide Full Response

It is the Proposer's responsibility to provide a full and complete written response, which does not require interpretation or clarification by the Procurement Coordinator. The Proposer is to provide all requested materials, forms, and information. The Proposer is responsible to ensure the proper submission of materials and that they accurately reflect the Proposer'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 Proposer 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 Proposer 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 Scope of Work, the Port reserves the right to name a partial and/or multiple awards, in the best interest of the Port. Proposers are to prepare proposals given the Port's right to a partial or multiple awards. For Proposals, the Port may negotiate with the successful Proposer, 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 Proposer require additional pricing for such purchases, the Proposer is to name such additional pricing upon offer to the Port.

Contract Terms and Conditions

Proposers are to price and submit proposals understanding that they must comply with all specifications, requirements, Terms, and Conditions. Proposers 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 has the right to negotiate changes to submitted proposals and to change the Port's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Proposer during the contract.

Negotiations

Nothing prohibits the Port from opening discussions with the highest ranked apparent successful Proposer, 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 Proposer's submittal must remain valid until Port completes award. Should any Proposer object to this condition, the Proposer 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 Proposer may state a prompt payment discount term, if the Proposer 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 Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs in connection with the Proposer's participation in demonstrations and the pre-proposal conference.

Proposer Responsibility

It is the Proposer responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Proposers must comply with all Federal, State, and City laws, ordinances and rules, and meet all registration requirements where required for Proposers as set forth in the Washington Revised Statutes.

Readability

Proposers are advised that the Port's ability to evaluate proposals is dependent in part on the Proposer'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 Proposer may change its proposal, if the change is initialed and dated by the Proposer. 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

Proposers are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Proposer's obligations to the Port.

Minority & Women's Business Enterprises (MWBE)

The Port of Tacoma encourages participation in all of its contracts by Minority & Women's Business Enterprises (MWBE) firms either self-identified or certified by the Office of Minority & Women's Business Enterprises (OMWBE). While the Port does not give preferential treatment, it seeks equitable representation from the minority and women's business community.

Participation may be directly in response to this Solicitation or as a SubProposer to a Proposer. However, unless required by Federal statutes, regulations, grants, or contract terms referenced in the original Solicitation, no preference will be included in evaluating Bids/Proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and Bids will not be evaluated, rejected, or considered Non-Responsive on that basis.

Any affirmative action requirements set forth in Federal regulations or statutes included or referenced in the original Solicitation will apply. Proposers may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section should prevent or discourage Proposers from inviting participation from non-MWBE firms, MWBE firms, as well as Small and Emerging Businesses.

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 also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

Incorporation of RFP and Proposal in Contract

This RFP and the Proposer'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 Proposer.

Insurance Requirements

1. The Proposer shall procure and maintain during the life of this contract such insurance. It shall protect it from claims or damages for bodily injury, including death resulting therefrom as well as 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. The amount of 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 Proposer shall procure and maintain insurance in accordance with the requirements of all applicable State and Federal Worker's Compensation Laws. Proposer 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 Proposer's information marked confidential or proprietary. If a request is made to view Proposer's proprietary information, Purchasing will notify the Proposer of the request and of the date that the records will be released to the requester unless Proposer obtains a court order enjoining that disclosure. If Proposer 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 Proposer of any request(s) for disclosure for so long as Purchasing retains Proposer'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 Proposer of any claim that such materials are exempt from disclosure.

Requesting Disclosure of Public Records

The Port asks Proposers/Sub-Proposers and their companies to refrain from requesting public disclosure of proposal records until an intention 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 Proposer's Products or Services, nor suggesting that they are the best or only solution to their needs. Proposer 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.

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

Proposer 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 in accordance with [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.

Port of Tacoma Terms and Conditions Purchased Goods & Services Agreement

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

1. Entire Agreement

The Contract represents the entire and integrated agreement between the Port and the Contractor. It supersedes all prior discussions, negotiations, representations or agreements pertaining to the Work, whether written or oral. If a conflict arises between the contract documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the work or any portion thereof, or if any conflict arises between such applicable laws, codes, ordinances, regulations, or orders, the most stringent requirements of any of the above shall govern and be a part of this Contract to afford the Port the maximum benefits thereof.

The contract documents which set forth the rights and responsibilities of the Port and the Contractor regarding this contract shall be construed under the laws of the State of Washington. Venue for any action between the Port and the Contractor relating to this contract shall be in Pierce County, Washington.

The contract includes these terms and conditions and includes the invitation to bid, request for proposals, quotations, specifications, plans, resolutions and policies of the Port of Tacoma and the laws of the state of Washington, incorporated by reference.

2. Acceptance

This order expressly limits acceptance to the terms and conditions stated. All additional or different terms proposed by Seller are objected to and hereby rejected, unless otherwise provided in writing by the Purchasing Manager.

3. Anti-Trust

Seller and Buyer recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Buyer. Therefore, Seller hereby assigns to the Buyer any and all claims for such overcharges.

4. Changes

No alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this order will be effective without written order of the Purchasing Manager. Unauthorized substitutions will be made entirely at Seller's risk and, at Buyer's option, may be returned without prior authorization at Seller's expense.

5. Default

The parties agree that if a suit is instituted for any default, the prevailing party shall recover its costs, expenses expended or incurred in connection therewith, and reasonable attorney's fees.

6. Independent Contractor

An independent contractor relationship is created by this contract. The Seller or its employees or agents performing under this contract are not employees or agents of the Port of Tacoma. Conduct and control of the work will be solely with the Seller.

7. Liens

Contractor warrants and represents that all the goods and materials furnished pursuant to this order are free and clear of all liens, claims or encumbrances of any kind.

8. Key Personnel

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

9. Relationship of the Parties

Contractor, its subcontractor and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

10. Conflicts of Interest

Contractor warrants it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Contractor 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.

11. Compliance with Laws

Contractor 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. Contractor shall obtain all professional licenses and permits required to complete the scope of work as defined.

12. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, Contractor 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.

13. Ownership of Work

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

14. Disclosure

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

15. Compensation

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

16. Payment Schedule

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

17. Costs and Disbursements

Contractor shall pay all costs and disbursements required for the performance of its services under this Agreement.

18. Insurance

Contractor shall maintain at its own expense throughout the term of this contract these insurance and any other additional coverage requirements issued by the Port.

1. The Proposer shall procure and maintain insurance during the life of this contract. It shall protect it from claims or damages for bodily injury, including death resulting therefrom as well as 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 Proposer shall procure and maintain insurance under the requirements of all applicable State and Federal Worker's Compensation Laws. Proposer shall furnish to the Port of Tacoma evidence of such insurance, including Employers Contingent Liability (Stop Gap) Insurance.

19. Representations

Contractor represents and warrants it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

20. Warranties

Contractor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose.

21. Standard of Care

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

22. Time

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

23. Assignability

Contractor 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.

24. 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 Contractor 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 Contractor and reimburse the Contractor for its costs and fees incurred prior to the notice of termination.

25. Proprietary and Confidential Information

A. Contractor understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to the Port, or that are used by the Port even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record must be disclosed.

B. If the Port receives a public disclosure request made under RCW 42.56, the Port will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Contractor has properly marked, the Port may notify the Contractor of the request and postpone disclosure for ten business days to allow the Contractor to seek an injunction preventing the release of documents under RCW 42.56.540. Providing any notification is a courtesy and is not an obligation on behalf of the Port. Unless the Contractor obtains and serves an injunction upon the Port before the close of business on the tenth business day after the notification, the Port may release the documents. It is the Contractor's discretionary decision whether to sue.

C. If the Contractor does not obtain and serve an injunction upon the Port within 10 business days of the Port's notification of the request, the Contractor is deemed to have authorized releasing the record.

D. The Contractor will fully cooperate with the Port in identifying and assembling records in case of any public disclosure request.

26. 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 Contractor agrees to such joinder, so 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.

27. Extent of Agreement

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

28. Nondiscrimination

The Seller 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 or any sensory, mental or physical handicap regarding, 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 any Seller in violation of this clause or an applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the Port of Tacoma unless a satisfactory showing is made that discriminatory practices or noncompliance has terminated and that a recurrence of such acts is unlikely.

29. OSHA/WISHA

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as amended. If the Contractor has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as amended, and the standards and regulations issued and certifies that all items furnished and purchased under this order will conform to and comply with the standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards and for the failure of the items furnished under this order to so comply.

30. American with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs or activities to The Port employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

31. Performance

Acceptance by The Port of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

32. Affirmative Efforts for Utilization of Women and Minority Subcontracting and Employment, Nondiscrimination in providing services

Employment Actions: Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.

33. Indemnification

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the Port harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the Port. As to the Port of Tacoma, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

34. Federal Debarment for Primes and all Subcontractor

Contractor shall immediately notify the Port of any suspension or debarment or other action that excludes the Contractor and any Subcontractor from participation in Federal contracting. Contractor shall verify all Subcontractor that are intended and/or used by the Contractor for performance of Port work are in good standing and are not debarred, suspended, or otherwise ineligible by the Federal Government. Debarment shall be verified at System for Award Management <https://www.sam.gov/portal/public/SAM/>. The Contractor shall keep proof of such verification within the Contractor records.

35. Supervision and Coordination

Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein;
- Designate in its bid or proposal to The Port, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor; and

- Promote and offer to Purchasers only those materials, equipment, and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

36. No Conflict of Interest

Contractor confirms that Contractor does not have a business interest or a close family relationship with any Port officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

37. Errors & Omissions:

Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Contractor under this Contract. The Contractor, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications, and/or other Contractor services immediately upon notification by The Port. The obligation provided for in this section with respect to any acts or omissions during the term of this Contract shall survive any termination or expiration of this Contract and shall be in addition to all other obligations and liabilities of the Contractor.

38. Intellectual Property Rights

Patents: Contractor hereby assigns to The Port all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to The Port, nor does The Port obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by The Port), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants The Port an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

Copyrights: For materials and documents prepared by Contractor in connection with the Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to The Port a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for The Port under this Contract. If requested by The Port, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the Port in connection with the performance of the Work, shall be promptly delivered to the Port .

The Port may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by The Port, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

39. Interlocal Cooperation Act

RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows nonprofits to use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the Port of Tacoma, those agencies are eligible to purchase from Contracts established by the Port. Such agencies may ask Port of Tacoma Contractors to accept orders from the agency, citing the Port of Tacoma contract as the basis for the order. The Contractor may accept or decline such orders. If the Contractor accepts an order from another public agency using the Port of Tacoma contract as the basis, the Contractor agrees to sell

additional items at the contract prices, terms, and conditions. The Port of Tacoma accepts no responsibility for the payment of the purchase price by other governmental agencies.

40. Expansion

Expansion of any resultant contract or Purchase Order may occur as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing unexpired Contract. Likewise, a one-time Purchase Order may be modified if the bid reserved the right for additional orders to be placed within a specified period of time, or if the project or body of work associated with a Purchase Order is still active. Modifications must be mutually agreed to. The only person authorized to make such agreements on behalf of the Port is the Contract Administrator. No other Port employee is authorized to make such written notices. Expansions must be issued in writing from Contract Administrator in a formal notice. The Contract Administrator will ensure the expansion meets the following 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 Contractors 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 be reasonably regarded as an independent body of work;
- (e) The change could not have attracted a different field of competition; and
- (f) The change does not vary the essential identity or main purpose of the contract.

The Contract Administrator shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required.

Note: changes, which are not considered an expansion of scope, including an increase in quantities ordered the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by Contract Administrator to the Contractor.

41. Termination

- A. For Cause: The Port may terminate this Contract if the Contractor is in material breach of any of the terms of this Contract, and such breach has not been corrected to The Port's reasonable satisfaction in a timely manner.
- B. For Port's Convenience: The Port may terminate this Contract at any time, without cause and for any reason including The Port's convenience, upon written notice to the Contractor.
- C. Non-appropriation of Funds: The Port may terminate this Contract at any time without notice due to non-appropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.
- D. Acts of Insolvency: The Port may terminate this Contract by written notice to Contractor. If the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.
- E. Notice: The Port is not required to provide advance notice of termination. Notwithstanding, the Contract Administrator may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Contract Administrator until the effective date provided in the termination notice.

F. Actions Upon Termination: In the event of termination not the fault of the Contractor, Contractor shall be paid for the services properly performed prior to the effective termination date that has been specified by the Contract Administrator, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum compensation to be paid under the Contract. Contractor agrees that this payment shall fully and adequately compensate Contractor and all Subcontractor for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, Contractor shall provide The Port with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. The Port shall have the same rights to use these materials as if termination had not occurred.

42. Force Majeure – Suspension and Termination

This section applies in the event that either party cannot perform the obligations of this contract because of a Force Majeure event if the Contract obligations must be suspended in full. A Force Majeure event prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Should either party suffer from a Force Majeure event and cannot provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

43. During the performance of this agreement, the Consultant/Contractor, for itself, its assignees and successors in interest, hereinafter referred to as the "Consultant/Contractor," agree as follows:

1. Compliance with Regulations: The Consultant/Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations, which are herein incorporated by reference and made a part of this agreement.

2. Nondiscrimination: The Consultant/Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of sex, race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant/Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A-II of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant/Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant/Contractor of the Consultant's/Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of sex, race, color or national origin.

4. Information and Reports: The Consultant/Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the Consultant/Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant/Contractor shall so certify to the State Transportation Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Consultant's/Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payment to the Consultant/Contractor under the contract until the Consultant/Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Consultant/Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant/Contractor will take such action with respect to any subcontract or procurement as the State Transportation Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant/Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant/Contractor may request the State to enter into such litigation to protect the interest of the United States.

Attachment C - Solution Requirements

The following table provides a summary of the minimum, high level, requirements of the Vehicle Wait Time Awareness System Pilot Project.

		Met	Not Met	Description of how the requirement is met, or not met, including restrictions and exceptions
	Requirement:			
	1. Provide real time or near real time processed data feeds (between two to five minute delays) as an XML Feed compatible with agencies API.			
	2. Include historical averages and trends.			
	3. Provide real time or near real time processed data (between two to five minute delay) on “Pre-Gate” truck queue times			
	4. Provide real time or near real time processed data (between two to five minute delay) on “On-Terminal” truck turn times.			
	5. Be scalable outside of terminal boundaries to provide Port access roadway travel times			

	6. System provides a Mobile capability accessible through Windows, iOS and Android mobile device app's or mobile browsers.			
	7. Have a security management and administrative system that allows access and operational privileges to be assigned, monitored and controlled by an administrator, and Accommodate iPhone, Android and Microsoft platforms			
	8. Data management must be Cloud based			
	9. Equipment located within the Port must be self-powered and communicate using wireless technology.			
	10. Equipment to be readily accessible. Installation or access to the equipment for maintenance or service must not impede traffic flow or require the use of a crane.			

	11. The initial cost of all equipment shall include software updates and equipment maintenance during the pilot demonstration period. Equipment must be made within one week (7 days) of failure.			
	12. Maintain a complete log of alarms and failure events.			
	13. Full database schema and database access must be provided to allow reporting from third party applications.			
	14. Automate the dissemination of any reports provided via email.			

	15. Provide the ability to download any reports to other formats For Example: Excel, PDF, etc.			
	16. If Solution is Software as a Service (SaaS), cloud based, or otherwise off-premise hosted, the vendor must meet all terms defined in the Port's SaaS Agreement.			
	17. If Solution is to be implemented on-Premise, the solution must utilize the Microsoft technology stack, including Microsoft SQL Server, Windows Server and IIS.			
	18. All solution components, including as applicable the code base, application, servers, web servers, databases, data at rest and in motion, and network infrastructure including firewalls, are developed, configured and maintained using industry standard cybersecurity best practices.			
	19. Technical Support is available 24/7.			

	20. System provides the ability to work offline and synchronize information when reconnected.			
	21. All software components/modules can be used independently of other components/modules without compromising overall system functionality.			
	22. Solution utilizes a role-based security authentication model.			
	23. Provides an integration facility for bi-directional automated data transfers between the proposed system and other Port databases that maintains business rules and application logic.			
	24. Provides published API's to allow the Port to develop application integrations that maintain business rules and application logic.			

	25. Provide a plan for equipment testing, software testing, security testing, failure testing, and testing the ability to provide data to the Alliance OSC, WSDOT and SDOT traffic management data systems.			
	26. Provide a plan to track and report the performance, accuracy and effectiveness of the technology as the pilot progresses. A final report will include lessons learned and recommendations for moving from pilot to full deployment, and/or for further study			

ATTACHMENT D
REFERENCES QUESTIONNAIRE (Sample)

INSTRUCTIONS TO THE PROPOSER:

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

References not received prior to the RFP Closing Date and time will receive a score of "0" for that reference. References outside the (3 years) (see paragraph above), and references determined to be not of a similar nature to the products or services requested by this RFP will also receive a score of zero (0) points. **Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information and any additional information provided by the reference.**

If over three (3) qualifying references are received, the first three (3) fully completed references received will be used for evaluation. References will be averaged.

1. Proposers must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
 - a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
 - b. Print the name of your company/organization on the "PROPOSER NAME" line.
 - c. Enter the RFP Closing date and time in Instruction 5 (see the INSTRUCTIONS block.)
2. Send the "Reference's Response To" document to your references to complete.

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

**REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP Number: 72191
RFP Title: Vehicle Wait Time Awareness System Pilot Project**

REFERENCE NAME (Company/Organization): _____

PROPOSER NAME (Company/Organization): _____ has submitted a proposal to the Port of Tacoma, provide the following services: **Vehicle Wait Time Awareness System Pilot Project**. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document.
(*Reference documents must include an actual signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

Procurement Representative: Sharon Rothwell

E-mail: procurement@portoftacoma.com
5. This completed document **MUST** be received no later than _____ at _____ p.m. (Pacific Time). Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. DO **NOT** return this document to the Proposer.
7. In addition to this document, the Port may contact references by phone for further clarification if necessary.

Section I. RATING

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

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

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

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

10 9 8 7 6 5 4 3 2 1 0

2. Rate the response time of this firm:

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

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

10 9 8 7 6 5 4 3 2 1 0

Section II. GENERAL INFORMATION

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

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

Month: _____ Year: _____ to Month: _____ Year: _____

Section III. ACKNOWLEDGEMENT

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

Signature of Reference

Date

Print Name

Title

Phone Number

Email Address

Attachment -E
Port of Tacoma RFP- 72191
Vehicle Wait Time Awareness System Pilot Project

Minimum Qualifications

Please check the applicable box to signify compliance or non-compliance to each minimum qualification. If you do comply, describe exactly how you achieve each minimum qualification. The determination that you have achieved all the minimum qualifications is made from this document or a document with the same information.

Item #	Minimum Qualification	Complies	Does <u>Not</u> Comply	If you comply, describe how you meet the minimum qualification and attach any necessary documentation
1	Vendor team must have experience in system design, deployment, installation, and operation of travel time measurement systems.			
2	Vendor must have experience in designing, developing, operating, maintaining, and managing an advanced web server based software system for a public agency.			
3	Vendor must have at least three years of successful contracting experience with public or private agencies of similar or greater size to the Port with services that are similar to those expected by the Agencies for this contract.			

Attachment -E
Port of Tacoma RFP- 72191
Vehicle Wait Time Awareness System Pilot Project

Minimum Qualifications

Please check the applicable box to signify compliance or non-compliance to each minimum qualification. If you do comply, describe exactly how you achieve each minimum qualification. The determination that you have achieved all the minimum qualifications is made from this document or a document with the same information.

Item #	Minimum Qualification	Complies	Does <u>Not</u> Comply	If you comply, describe how you meet the minimum qualification and attach any necessary documentation
4	Vendor must utilize a documented in-house quality management procedure that has been in place for no less than two years prior to the bid due date.			
5	Vendor shall demonstrate software development capabilities to ensure ability to complete the required software development documented in this RFP.			
6	Vendor shall have expertise with electrical and communication technologies specifically in the cellular communication field.			