

Port of Olympia

# Master Policy Resolution

## 2008-17

Adopted July 28, 2008

Port of Olympia

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Port of Olympia  
Specific Policy Directives of  
Administrative Authority of  
Executive Director and Designees

**I. Real Property Agreements**

A. Types of Agreements

The following directives of this Article I apply to all agreements for use of Port real property, including but not limited to leases, license agreements, rental agreements, operating agreements, memorandums of understanding, and use agreements (all hereinafter referred to as “Real Property Agreements or Agreements”).

B. General and Real Property Agreement Policy

Except as provided in Paragraph I.C., all real property of the Port shall be used pursuant to an appropriate written instrument approved by the Port Commission and accompanied by security in accordance with law.

Prior to the execution of any Real Property Agreement, the Executive Director may enter into preliminary discussions with all parties involved. The Executive Director will apprise the Commission, in Executive Session, of the status of negotiations. Request for authority to execute the Agreement will be presented to the Commission in public session, and will follow all other applicable laws and Port Commission created Lease Policy.

C. Real Property Agreement Procedures

The Executive Director is authorized to perform the following actions without Port Commission approval, but must provide the Port Commission a report summarizing actions:

1. Real Property Agreements may be approved and signed by the Executive Director provided the Port’s standard Agreement form is used (except for provisions inapplicable), Agreement terms conform to proper real estate practices and the guidelines set forth in the Lease Policy, and there is no financial obligation of the Port for improvements.
2. To the extent assignments, subleases, or options are permitted in the basic Agreement the same may be approved by the Executive Director, provided; other substantive terms of the Agreement are unchanged; any option or options; rental adjustments consistent with Port Lease Policy are made; and provided an amendment to the Agreement may be approved by the Executive Director if the scope of the amendment is

otherwise within the authority of the Executive Director under this Resolution.

3. Easements, licenses and permits ancillary to the normal operation of the Port may be granted by the Executive Director.
- D. The Executive Director is charged with the responsibility to insure that all Agreement terms are complied with and is authorized to take necessary measures to cause compliance or to protect the Port's legal position, including but not limited to the giving of all notices provided for in the Agreement.

## **II. Real Property Agreement Security and Insurance**

The Executive Director is authorized to take all necessary actions on behalf of the Port Commission in connection with Agreement surety bonds, Agreement surety, rental insurance, or other security (hereinafter referred to as "Agreement Security") and insurance coverage required pursuant to any Agreements of the Port, including of the following actions:

- A. Where the Agreement is not in default, to release any Agreement Security where an adequate substitute security has been provided.
- B. To approve any Agreement Security or insurance submitted in fulfillment of the requirements of any agreement, including substitute or replacement coverage for any terminated bond or other Agreement Security.
- C. To approve any substitute or modification of insurance, and to release any insurance company when substitute or replacement insurance coverage has been provided.

## **III. Real Property Transactions**

- A. When the Port Commission authorizes the acquisition of real property by negotiated purchase or condemnation, the Executive Director shall take all necessary steps, including appraisals, to secure the title of such property for the Port. The acquisition price of individual properties (or ownership's) shall in no case exceed the Port's appraisal without further specific Commission approval. When several parcels are authorized for purchase by the Port Commission, the total price paid for all such properties shall not exceed the Port's appraisal, and budget, without further specific Commission approval.
- B. When the Port Commission authorizes the sale of Port real property, the Executive Director shall be empowered to take all necessary administrative steps including the acquisition of appraisals in order that execution of the conveyance instrument by the Commission may occur. After execution of the instrument by the Commission, the Executive Director is authorized to take any and all other necessary steps, including delivery, to finalize the sale.

#### **IV. Policy Governing Public Works Contracting:**

##### **A. Work Contract Awards**

For all contracts, which require the performance of work, Commission approval shall be required for:

- (1)The solicitation of bids;
- (2)The award of contract to the low responsive and responsible bidder;
- and
- (3)The acceptance of the work as complete.

The Executive Director or designee is authorized to carry out, without prior referral to the Commission, all other actions required by applicable statutes or necessary for contract administration, including the public opening of sealed bids, preliminary to the acts required to be performed by the Commission at open meeting.

Where the total contract price does not exceed One Hundred Thousand Dollars (\$100,000) and the contract award conforms, as nearly as practicable, to the requirements of RCW 39.04.155, and the work is within the authorized project budget, the Executive Director is authorized to carry out, without prior referral to the Commission, all actions required by applicable statutes or necessary for contract administration, and including:

- (1) The solicitation of bids;
- (2) The award of contract; and
- (3) The acceptance of the work as complete.

If the project scope significantly varies from the Commission approved Capital Budget, it will be brought before the Commission before obligation of any funds.

When any emergency shall require the immediate execution of a contract for work, the Executive Director, pursuant to the procedures of R.C.W. 39.04.020, and R.C.W.39.30.020 (as they may be amended or succeeded), is authorized to make a finding of the existence of such emergency and execute any contracts necessary to respond to the existing emergency, provided that the Executive Director shall, within seven working days following the commencement of work or execution of the contract, whichever occurs first, request Port Commission ratification of the finding of emergency and any contracts awarded and/or executed pursuant to that finding.

##### **B. Change Orders:**

Where contracts for the performance of work have been awarded and under which the work is in progress, and individual changes in plans and/or specifications are necessitated in order to properly accomplish the work, the

Executive Director is authorized to execute individual change orders to the contract provided the following conditions are met

1. The accumulated total of all change orders does not exceed 10% of the original contract amount, or \$25,000, whichever is greater.
2. The revised total of the contract is within the approved project budget.
3. Any time extension for completion of said contract which accompanies said change order does not exceed forty-five (45) days, except a change order extending the contract determined time beyond forty-five (45) days where it is to be a result of fire or other casualties not the fault of the contractor; strikes, riots and other civil disorders; unsuitable weather, or other acts which result in suspension of work by order of the Port's Engineer supervising the contract.

In all other instances when the work is in progress and changes are necessary in order to properly accomplish the work, the Executive Director is authorized, without prior Commission approval, to execute change orders to the contract. Variances in contract price or time will be reported to the Commission when requesting final acceptance of the contract.

#### C. Reports

Notwithstanding the authorities granted in the preceding Sections A and B, the Executive Director shall keep the Commission advised of all contracts by providing quarterly reports listing all open contracts, including, but not limited to, the date of award, authorized and original award amounts, and all amendments.

### V. Utilization of Port Crews

- A. The Executive Director is authorized to use necessary workers for operations and maintenance of facilities pursuant to Port Commission approved labor agreements.
- B. The Executive Director shall be responsible for obtaining prior Port Commission approval for public works projects, which are new construction or major modifications of Port facilities to be carried out by Port crews when the total estimated cost exceeds One Hundred Thousand (\$100,000). For projects less than \$100,000, the Executive Director may authorize the work, provided the funds are within the approved project capital budget.

## **VI. Contracts for Acquisition of Utilities, Materials, Equipment, Supplies, and Services**

The Executive Director shall have the responsibility for following all statutory requirements and procedures in connection with all contracts for the acquisition of utilities, materials, equipment, supplies and services. Utilities, materials, equipment, supplies and services (including services provided by public agencies) may be acquired on the open market, pursuant to published tariffs, or by competitive bidding when necessary for the normal maintenance and operations of the Port, and no prior Port Commission approval shall be required but shall, where appropriate, be approved as part of normal monthly expenses and shall be within authorized budgets. Where a requirement exists for formal competitive bidding, the Executive Director may execute contracts for the acquisition of utilities, materials, equipment, supplies and services subject to the following conditions:

- A. The contract or purchase order price for one year does not exceed One Hundred Thousand (\$100,000) , or if specifically identified in the annual budget, the amount shown in such budget, and the contract provides for no more than two (2) options to extend the contract for one (1) year periods, provided that the basic contract or purchase order price and any contract extensions must be within appropriate annual budget limits.
- B. The award is made to a bidder who has submitted a proposal based on the plans and specifications on file, or, where permissible, based upon his own plans and specifications and accompanied by a bid proposal deposit as may be required, and which is, as nearly as practicable, in accordance with the requirements of R.C.W. 53.08.120, (as it may be amended or succeeded).
- C. The successful bidder has provided, where required, a performance bond with sureties, which comply with the requirements of the applicable law.

## **VII. Competitive Bidding Requirements – Exemptions (RCW 39.04.280)**

The Executive Director is authorized to waive competitive bidding requirements for public works and contracts for purchases for:

- (1) Purchases that are clearly and legitimately limited to a single source of supply;
- (2) Purchases involving special facilities or market conditions;
- (3) Purchases in the event of an emergency;
- (4) Purchases of insurance or bonds; and
- (5) Public works in the event of an emergency.

When the competitive bidding requirements are waived, the Executive Director shall require documentation be filed stating the nature of the purchase or work, and the justification for determining the exemption criteria was met.

## **VIII. Reimbursable Services**

The Executive Director is authorized to enter into agreements pursuant to which the Port will provide reimbursable services, when such services are part of normal Port operations or incidental thereto.

## **IX. Architectural, Engineering, and Technical Services, Including Surveyors, Interior Designers and Landscape Architects**

The Executive Director is authorized to contract with qualified architectural, engineering, technical testing and inspection firms, surveyors, interior designers and landscape architects, licensed in the State of Washington to provide such services as required for maintenance, engineering work or small projects of the Port. Selection and reimbursement for such services shall follow all required statutory procedures and shall be consistent with normal established fees paid for such services. The Executive Director may arrange for such services when the competitive selection process was utilized, and the fee to the same firm on any single project or closely related work does not exceed the amount of fifty thousand dollars (\$50,000), and the funds are within the approved project capital budget. Port Commission approval shall be required for sole source selections when the fee will exceed twenty-five (\$25,000), provided that documented justification is presented in accordance with RCW 39.30.020. The Executive Director will endeavor to use a variety of firms (including minority and women-owned business firms) based on the nature of the work and the expertise of the firms.

## **X. Professional Services**

Except as provided in Section VI, the Executive Director shall be responsible for obtaining professional services where deemed necessary in carrying out normal Port operations and provided all applicable legal requirements are met. The Executive Director may arrange for such services where the estimated cost of the proposed service does not exceed the amount of twenty-five thousand (\$25,000), and the funds are within the approved appropriate annual budget.

The Executive Director is authorized to make a determination as to whether a substantial change in the scope of work specified in the contract warrants the work to be awarded as a new contract.

## **XI. Personal Services**

Except as provided in Section VI, the Executive Director shall be responsible for obtaining personal services where deemed necessary in carrying out normal Port operations and provided all applicable legal requirements are met. The Executive Director may arrange for such services where the estimated cost of the proposed service does not exceed the amount of ten thousand (\$10,000), and the funds are within the approved appropriate annual budget.



## **XII. Amendments to Architectural, Engineering, Professional, Consultant and Personal Services:**

Where services are formally approved by the Commission, increases in the approved contract amount may be approved by the Executive Director without prior approval of the Commission for amounts not to exceed 10% of the last Commission approved total, or \$50,000.00, whichever is less, provided the funds are within the approved appropriate annual budget.

## **XIII. Legal Services and Other Representation**

The Executive Director, Commission, and appointed Port Counsel shall be responsible for management and supervision of all legal services required by the Port and for litigation in which the Port has an interest, direct or indirect. For purposes of this section, "litigation" shall mean the assertion of any position, right or responsibility by or against the Port (or in which the Port may have an interest) which has been filed in any court of general jurisdiction, be it state or federal, or any quasijudicial or administrative forum. The Executive Director and Port Counsel shall confer with the Commission on all legal issues for guidance and policy direction.

### **A. Legal Services**

The Executive Director, in consultation with the Port Commission, is authorized to retain law firms, through Port Counsel as necessary, to provide legal services. Retained legal counsel may act solely on behalf of the Port or jointly with other interested parties. Payment for legal services other than litigation shall be by reimbursement not to exceed established hourly rates plus expenses. In litigation matters, legal counsel shall be reimbursed at a rate not to exceed their established hourly rate plus expenses.

### **B. Engagement of Other Representatives**

In connection with litigation or other legal matters in which the Port has a direct or indirect interest, the Executive Director may engage, or cause to be engaged through the Port Counsel, other representatives to act solely on behalf of the Port or jointly with other interested parties. Such representatives shall be reimbursed at their established hourly rates plus expenses or on another basis which is standard for their services.

### **C. Engagement of Experts**

The Executive Director may engage or cause to be engaged through the Port Counsel, such experts as may be necessary to the orderly preparation of litigation in which the Port has a direct or indirect interest, within limitations otherwise prescribed in Section IX. Such engagement shall be upon authorization given by the Executive Director after having been satisfied that such expenditure is necessary to the adequate preparation and representation of the Port's position in such litigation and shall wherever practicable include

evaluation of the litigation and an estimate of the probable cost of such experts.

#### D. Settlement of Claims Subject of Litigation

##### 1. Claims filed against the Port

- a. The likelihood that a judgment rendered in the case would be in the amount claimed, or higher than the amount claimed, or that there is reasonable cause to believe that there is considerable exposure of the liability for the Port; or
- b. The likelihood that the expenses involved in litigation would be unnecessarily high in relation to the amount claimed, or the likely result.

##### 2. Claims filed on behalf of the Port

- a. That the determination to settle the claim outweighs the risk of resorting to litigation; or
- b. That the settlement of the claim would provide prompt payment to the Port and eliminate extensive delays; or
- c. The proposed offer of settlement is reasonable in light of the claim asserted.

#### **XIV. Adjustment and Settlement of Claims Other Than Claims Subject to Litigation (except those as referenced above)**

The Executive Director shall be responsible for the observance of necessary procedures whereby the adjustment and final settlement of all claims, either against or on behalf of the Port, shall be carried out. Necessary procedures in the handling of such claims shall include the following:

- A. For purposes of this section, "Claim" shall mean the assertion of any position, right or responsibility by or against the Port, but not including (1) accounts receivable to the extent covered in Section XII, or (2) claims asserted by or against the Port which have become the subject of litigation as defined in Section X above.
- B. No claims against the Port shall be considered unless and until proper notice has been serviced by the claimant upon the Port.
- C. Any individual claim which exceeds Twenty-Five Thousand Dollars (\$25,000) may be processed in all respects (except for final approval and payment) by the Executive Director and Port Counsel. Claims which in the

opinion of the Executive Director may exceed Twenty-five Thousand Dollars (\$25,000) shall be reported to the Port Commission promptly.

- D. Any single claim not exceeding Twenty-five Thousand Dollars (\$25,000) of the Port's estimated current year gross operating revenues may be adjusted and settled and paid by the Executive Director provided that all of the following conditions are met:
1. The Port Counsel shall certify to the Executive Director that payment of the claim is justified on the basis of the following:
    - a. Claims filed against the Port:
      - 1) A substantial likelihood that the Port is or could be found liable; or
      - 2) The likelihood that a judgment rendered in the case would be in the amount claimed, or higher than the amount claimed or that there is reasonable cause to believe that there is considerable exposure of liability for the Port; or
      - 3) The likelihood that the expenses involved litigation would be unnecessarily high in relation to the amount claimed, or the likely result.
    - b. Claims filed on behalf of the Port:
      - 1) That the determination to settle the claim outweighs the risk of resorting to litigation;
      - 2) That the settlement of the claim would provide prompt payment of the Port and eliminate extensive delays; and
      - 3) The proposed offer of settlement is reasonable in light of the claim asserted.
  2. All such claims, when paid, shall be reported to the Port Commission monthly.

#### **XV. Adjustment and Write-off of Accounts Receivable**

The Executive Director is authorized to establish procedures to (1) make adjustments to accounts receivable for valid business reasons which do not constitute a gift of public funds, or (2) to write off any uncollectible account which does not exceed Twenty-five Thousand Dollars (\$25,000) which is deemed to be uncollectible shall be referred to the Port Commission for final approval of writing off that account.

## **XVI. Insurance Programs**

The Executive Director shall be authorized to negotiate and obtain appropriate policies of insurance to cover Port property, liability, employee coverage, and other areas appropriately included within a comprehensive insurance program. The Executive Director is authorized to approve changes or modifications within the policies of insurance, including programs to provide deductible provisions, so long as such programs are promptly and regularly reported to the Port Commission so it is kept informed of basic changes made in the overall insurance program of the Port.

## **XVII. Trade Development Programs**

The Executive Director is authorized, consistent with statutory limitations, to develop and carry out programs of trade, advertising (including the use of advertising firms) within budgetary authority and promotion of the Port, including its properties, facilities and services. This may include participation in programs and agreements designed to provide shippers which use or may use the Port of Olympia with the most competitive service and lowest possible, freight rates including negotiation of warehouse rates, consolidation of traffic and prepayment of freight charges by the Port, and all necessary activities related to the intermodal movement of interstate and foreign cargo.

## **XVIII. Marine Terminal Tariffs and Fees**

The Executive Director may establish rates and tariffs necessary for marine terminal customers.

## **XIX. Rules and Regulations**

The Executive Director is authorized to implement any administrative rules and regulations necessary for the efficient operation of the Port, such as Port of Olympia Policies, as adopted by the Port of Olympia Commission.

## **XX. Sale of Personal Property**

The Executive Director is authorized pursuant to R.C.W. 53.08.090 to sell and convey surplus personal property of the Port pursuant to the requirements of R.C.W. 53.08.090-092 (as amended or succeeded). In no case shall surplus personal property of the Port be sold to any Port commissioner or Port employee or to members of their immediate families without the specific approval of the Port Commission. This provision does not prohibit commissioners, employees, and members of their immediate families from bidding on excess Port property sold at public auction.

## **XXI. Banking Services**

The Executive Director is authorized to negotiate for banking services, and enter into agreements for such services. Procedures shall be established of the

deposit/disbursal of Port funds recognizing the requirements cited in R.C.W. 53.36.010 and providing for an adequate system of internal control.

**XXII. Authorization of Expenditures**

The Executive Director is authorized to establish an adequate system to control purchase of materials, supplies and services. Such system should take into consideration the nature of the purchases and the dollar amounts involved. No funds shall be expended unless the purchase invoices have been properly approved in accordance with the provisions of the system established.

**XXIII. Imprest Working Funds (Petty Cash/Change Funds)**

The Executive Director is authorized to establish various working funds. The working funds provide for petty cash purchases/change funds, and the dollar amount thereof shall be recorded on the Port's balance sheet. The Executive Director is also authorized to establish and maintain procedures for the creation and control of such funds.

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Section:	CONTRACTS AND PURCHASING	Revision Date:	07/29/08
Subject:	CONSULTANT SERVICES AGREEMENTS	Item No.:	

**PURPOSE:** To provide guidance to Port staff and the consulting community regarding the Port's use and selection of Consultants, and the execution of Professional Services Agreements (PSA).

**SCOPE:** This procedure applies to the selection and engagement of all professional services including architectural or engineering (A&E) services.

**DEFINITIONS:**

**A. Architectural/Engineering (A/E) Services** are professional services associated with licensed architects or engineers, including surveyors, interior designers and landscape architects, as defined by R.C.W. 18.08 and 18.43. For A/E services price is not a criteria in the initial selection of the most qualified consultant.

**B. Consultants** are individuals or firms who perform a service or render an opinion or recommendation according to the consultant's methods and without being subject to the control of the agency except as to the result of the work. Consultants are independent contractors who do not have the authority to decide or control the Port's affairs and may not supervise or manage Port employees.

**C. Professional Services** means using professional expertise to render an opinion or recommendation, create a product or intellectual property, or render a service according to the Consultant's methods and without being subject to the control of the Port except as to the result of the work.

**D. Personal Services** means using professional or technical expertise provided by a consultant to accomplish a specific study, project, task, or other work statement which may not reasonably be required in connection with a public works project. Personal Service does not include purchased services, or professional services produced using the competitive selection requirements. An example of a personal service would be a consultant hired to augment staff for a specified period of time for a specific project or task.

**E. Purchased Services** means services provided by a vendor to accomplish routine, continuing and necessary functions. This would include, but not be limited to, services for equipment maintenance and repair; operation of a physical plant; security; computer hardware and software maintenance, data entry, computer time-sharing, contract programming, and analysis.

**F. Sole Source** means that the Consultant's expertise is so unique that the Consultant is the only practicable source to provide the service required, based either on the uniqueness of the services or sole availability at the location required, or warranty or defect correction service obligations of the consultant.

Approved by Executive Director \_\_\_\_\_  
 Effective Date: \_\_\_\_\_

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**POLICIES:**

- A. A competitive selection process is the preferred method of Consultant selection when time permits and the value of the procurement justifies the solicitation expense. A competitive selection process consists of an annual or project-specific solicitation where the qualifications of at least two Consultants are evaluated based upon published criteria.
- B. **ALL Consultant Service** contracts shall be entered into pursuant to competitive solicitation, except for:
- (1) Emergency contracts;
  - (2) Sole source contracts;
  - (3) Contract amendments;
  - (4) Contracts between a consultant and the port of less than Twenty Five thousand dollars (\$25,000). (Directors may determine if contracts under \$25,000 should follow the competitive selection process)
  - (5) Other specific contracts exempted from the competitive solicitation process by the Commission when it has been determined that a competitive solicitation process is not appropriate or cost-effective.
- C. **Emergency consultant contracts** shall be filed with the Commission and made available for public inspection within seven (7) working days following the commencement of work or execution of the contract, whichever occurs first. Documented justification for emergency contracts shall be provided to the Commission when the contract is filed.
- D. **Sole Source A/E contracts**, including amendments, totaling less than \$25,000, shall be authorized by the Executive Director, provided documented justification is presented in accordance with RCW 39.30.020. For sole source contracts of twenty five thousand dollars (\$25,000) or more, Commission authorization is required, and documented justification shall include evidence that the Port attempted to identify potential consultants.
- E. **Professional Services contracts**, including amendments, totaling less than \$25,000, shall be authorized by the Executive Director.
- F. **Personal Services contracts**, including amendments, totaling less than \$10,000, shall be authorized by the Executive Director.
- G. **Consultant Contract Amendments:** if there is a substantial change in the scope of work specified in the contract or substantial additions to the scope specified in the solicitation document, Executive Director must determine as to whether the change warrants the work to be awarded as a new contract.

Approved by Executive Director \_\_\_\_\_  
Effective Date: \_\_\_\_\_

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- H. When a competitive selection process is utilized, directors may authorize professional services for up to the limits set forth in the Executive Delegation Matrix, for the consulting disciplines within their management authority.
- I. The Executive Director's authorization is required when a Consultant is selected without a competitive selection process.
- J. All agreements for professional services shall be in the Port's standard written form addressing scope of services, cost, and term. Revisions to the Port's standard terms and conditions require the concurrence of the Executive Director.

**RESPONSIBILITIES FOR ARCHITECTURAL/ENGINEERING (A/E) SERVICES:**

- A. The Director of Engineering will annually publish in a legal newspaper of general circulation in Thurston County an announcement of the Port's A/E services requirements and invite firms to submit statements of qualifications using the SF 330. Statements of qualifications may be submitted at any time during the year. Statements of qualifications will be retained for three years after the firm's last submittal.
- B. The Engineering Department may also invite the submittal of qualifications for a specific project.
- C. All A/E services will be entered into pursuant to a competitive selection process in accordance with RCW 39.80.040 and 39.80.050, except for:
  - (1) Emergency contracts;
  - (2) Sole source contracts;
  - (3) Other specific contracts exempted from the competitive solicitation process by the Commission when it has been determined that a competitive solicitation process is not appropriate or cost-effective.
- D. When A/E services are required, and the competitive selection process is used, the Engineering Department will evaluate the qualifications submitted from **at least** two firms, select the most qualified firm, and negotiate a price for services which the Engineering Department determines to be fair and reasonable. If the Engineering Department is unable to negotiate a price with the most qualified firm, negotiations shall be terminated and the Engineering Department will initiate negotiations with the second most qualified firm, and continue this process until an agreement is reached or the process terminated.

Approved by Executive Director \_\_\_\_\_  
 Effective Date: \_\_\_\_\_



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**RESPONSIBILITIES FOR PROFESSIONAL AND PERSONAL SERVICES OTHER THAN ARCHITECTURAL/ENGINEERING (A/E) SERVICES:**

- A. The managing department will annually publish in a legal newspaper of general circulation in Thurston County an announcement of the professional services anticipated to be required by the Port and invite firms to submit statements of qualifications. Departments should annually forecast their requirements for professional services and determine whether to invite statements of qualifications for the particular service as part of the Port's annual announcement.
  
- B. The managing departments will maintain a database of Consultants who have submitted statements of qualifications. Statements of qualifications may be submitted at any time during the year. The submitted statements of qualifications will be maintained by the departments for the consulting disciplines within the department's management authority. Statements of qualifications will be retained for three years after the firm's last submittal.
  
- C. The department initiating the request for professional services has the primary responsibility for managing the Consultant contract, including:
  - 1. Developing the scope of services;
  - 2. Identifying the project manager;
  - 3. Establishing the Consultant selection criteria, including establishing the weight to be given to price relative to other criteria; and
  - 4. Identifying the funding source.
  
- D. When professional services are required, the department may request proposals from at least two firms on file with the department, or the department may separately solicit proposals from at least two firms. The request for proposals (RFP) shall include, at a minimum, the scope of services, selection criteria, and the Port's standard terms and conditions. Proposals shall be evaluated by the project manager and at least one other person. The Engineering Department will assist with the development of the RFP and the selection process.
  
- E. The Department will maintain written documentation of the Consultants evaluated and the basis for selection. The Department will prepare an authorization for professional services identifying scope, fee, term, and basis for Consultant selection. Upon approval by an authorized individual, the authorization for professional services shall be forwarded to the Engineering Department for preparation of the contract documents.

Approved by Executive Director \_\_\_\_\_  
 Effective Date: \_\_\_\_\_

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**DOCUMENT PREPARATION AND EXECUTION:**

- A. Engineering Department is responsible for the preparation of contract documents, obtaining required signatures on the contract, and approval of proposed changes to the Port's standard terms and conditions.

**CONTRACT AMENDMENTS:**

Professional Services Agreements may be amended for up to the amount delegated by Port Resolution No. 2008-17 provided:

- A. That the revised scope is generally related to the initial project scope; and  
 B. That different assignments of a similar nature to the same Consultant for a single project do not exceed authorized limits.

**EXEMPTIONS:**

This policy does not apply to Intergovernmental or expert witness Agreements

**CONSULTANT SOLE SOURCE GUIDANCE SUMMARY:**

All Sole Source Consultant Agreements exceeding \$25,000, including Amendments, require a competitive selection process and Commission approval.

Documentation Requirements:

Requesting department must provide documented evidence that the staff attempted to identify potential consultants.

Documentation to include services solicitation materials, copies of Consultant's SF330 forms, and selection criteria matrix.

Sole source contracts shall be filed and made available for public inspection prior to the proposed starting date of the contract. (Must be filed with the Commission for Agreements greater than \$25,000).

Approved by Executive Director \_\_\_\_\_

Effective Date: \_\_\_\_\_

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**CONSULTANT COMPETITIVE SELECTION GUIDANCE SUMMARY**

<b>Routine consulting services of short duration (&lt; 6 months)</b>	<b>All of the Port's annual consulting requirements for a specific discipline</b>	<b>Major project of more than six month's duration or requiring subconsultants</b>
Select two or more consultants from file	Select two or more consultants from file or issue a specific solicitation to at least two consultants	Publish a specific invitation to submit qualifications
Obtain summary written proposals from selected consultants (Qualifications for A/E services)	Obtain qualifications and summary written proposals from selected consultants (Qualifications for A/E services)	Qualifications evaluated and finalists selected by panel of Port staff
Proposals and qualifications evaluated by project manager and one other person	Proposals and qualifications evaluated by panel of Port staff	Obtain written proposals (qualifications for A/E services) from selected finalists
Interviews not required	Interview one or more consultants	Interview selected finalists

Approved by Executive Director \_\_\_\_\_

Effective Date: \_\_\_\_\_

<b>Port of Olympia Procedures</b>		Page:	7 of 7
Section:	CONTRACTS	Revision Date:	7/29/08
Subject:	CONSULTANT SERVICES AGREEMENTS	Item No.:	

**Executive Delegated Authority Matrix**

	Director	Executive Director	Commission
<b>Professional, Purchased Services</b>		< = \$25K	> \$25K
<b>Personal Services</b>		< = \$10K	> \$10K
<b>Architect/Engineering Technical Services:</b>			
Sole Source Selection		< = \$25K	> \$25K
Competitive Selection		< = \$50K	> \$50K

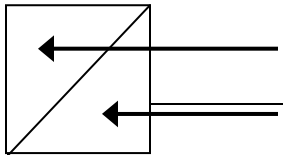
Approved by Executive Director \_\_\_\_\_  
Effective Date: \_\_\_\_\_



**Project Title** – Selection Matrix

Rater: \_\_\_\_\_

Date: \_\_\_\_\_

 Raw Score (1-10) 10 points maximum score	Professional Knowledge	Experience	Capacity	Performance	Terms and Conditions	Claims	Port of Olympia Area Knowledge	Total Weighted Score
<b>FIRM NAME:</b>								
<b>Weighting Factor</b>	3	4	5	4	3	2	3	

Weighted Score = Raw Score x Weighting Factor





DATE

Mr.  
Company  
Address  
City, State Zip Code

Subject: Project Title

Thank you for submitting a Statement of Qualifications for the **Description of Services** services for the **Project Title** at the Port of Olympia. We are pleased to inform you that your firm was selected for this project.

We plan to present our selection to the Port Commission for their approval at the **Date** Commission Meeting. Assuming that the Commission approves, we will make the formal award of this contract on **Date**. Please prepare Fee Schedules for your firm and subconsultants by **Date** to allow staff preparation for the Commission award. Your proposal should also include a schedule for providing the scope of work.

We were pleased with your response to our Request for Qualifications and Interview Presentation and look forward to working together on the **Project Title**. Once the contract has been awarded, we will schedule a kickoff meeting. If you have any questions, please contact the undersigned at (360) \_\_\_\_\_.

Sincerely,

---

Project Manager

**Request for Qualifications**  
**Description of Services**  
**Project Title**

The Port of Olympia is soliciting qualifications from individuals or firms with expertise in **description of** services. These services are for the **brief background and project title** in Olympia, Washington. Qualifications submitted in response to this RFQ will be used to select a \_\_\_\_\_ . The complete RFQ is available on the Port's website under business opportunities at [www.portolympia.com](http://www.portolympia.com), or by contacting \_\_\_\_\_ .

Please submit **three** bound copies by \_\_\_\_\_ p.m., \_\_\_\_\_ , addressed to:

Port of Olympia  
Attention: **DEPARTMENT DIRECTOR**  
915 Washington St NE  
Olympia WA 98501-6931





**PROFESSIONAL SERVICES AGREEMENT NO. 000000**

---

**PROJECT:** \_\_\_\_\_

**PROJECT MANAGER:** \_\_\_\_\_ **PROJECT NO.** \_\_\_\_\_

**CONSULTANT:** \_\_\_\_\_

THIS AGREEMENT is made and entered into by and between the Port of Olympia (*hereinafter referred to as the "Port"*) and \_\_\_\_\_ (*hereinafter referred to as the "Consultant"*) for the furnishing of geotechnical professional services for the \_\_\_\_\_ (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

**SCOPE OF WORK**

Consultant will . The scope of work will

**COMPENSATION**

This will be accomplished on a time and materials basis and will not exceed **\$00,000.00**, without prior written approval from the Port.

All third party costs will be paid at cost plus   % markup. The hourly rates are as stated below.

The length of this agreement is from the date of execution to **monthdayyear**.

**RATE SCHEDULE**

**Personnel**

**Hourly Rates**

Principal/Sr. Project Manager	\$
Sr. Construction Mgr/Specialist	\$
Project Manager	\$
Project Engineer	\$
Senior Engineer	\$
Design Engineer	\$
CADD Operator	\$
Project Coordinator	\$
Administrative Assistant	\$

## **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. Representatives**

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

### **2. Key Personnel**

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

### **3. Communications**

All Consultant's communications with the Port will be through the Port's Project Manager. The Project manager will provide Consultant with all information and documents pertinent to the services Consultant is to perform. All communications required by this Agreement may be personally delivered, mailed, or emailed, to the other party

### **4. Relationship of the Parties**

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

### **5. Conflicts of Interest**

Consultant warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

### **6. Compliance with Laws**

a) Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes, environmental protections, and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, health, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

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

## **7. Records and other Tangibles**

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

## **8. Ownership of Work**

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

## **9. 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.

## **10. Deliverables**

All tangible materials produced as a result of this Agreement shall be prepared as specified by the Port's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product on floppy disk or CD-Rom in a PDF format or other format specified by the Port. Deliverable drawings shall be prepared in accordance with the Port's "Consultant Drawing Submittal Procedure" and "Technical Specification Development Procedure". The Port may offset from the Consultant's fee expenses incurred by the Port in correcting drawings or specifications not prepared in accordance with the Port's procedure.

## **11. Compensation**

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

## **12. Payment Schedule**

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, in accordance with the Port's "Guidelines for Consultant Fees and Reimbursable Items", by the 10<sup>th</sup> of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

### **13. Costs and Disbursements**

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

### **14. Insurance - Assumption of Risk**

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

b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Olympia, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

c) With respect to professional liability claims only, and not commercial general liability claims, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Olympia, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

d) Consultant shall submit to the Port of Olympia, prior to the commencement of services, certificates of insurance evidencing:

- i) Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- ii) Automobile Liability covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident; and
- iii) Professional Liability not less than \$1,000,000 per claim and in the aggregate. Insurance shall have a retroactive date before the date of notice to proceed and coverage shall remain in effect for the term of this Agreement plus three years.

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

### **15. Standard of Care**

a) Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared

under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

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

## **16. Competitive Specification**

If the scope of work includes development of specifications:

a) Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

b) Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

## **17. Time**

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

If the time allotted for completion of Consultant's services is exceeded through no fault of Consultant, additional time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to the Port within forty-eight (48) hours of consultant's learning of the delay. Consultant will provide such additional supporting data as the Port may require in a timely manner. The sole remedy in the event of a delay, whatever its cause, is an extension of time for performance.

## **18. 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.

## **19. Term of this Agreement**

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

## **20. Disputes**

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

## **21. 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.

## **GUIDELINES FOR FEES AND REIMBURSABLE ITEMS**

### **1. General Considerations**

These guidelines are intended to assist consultants in developing fee proposals; exceptions may be appropriate for the particular scope of work and should be specifically negotiated. Rates and multipliers will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written change order. No overtime rates of pay will be paid.

### **2. Hourly Rates And Expenses**

The Port expects that the proposed hourly rates or multiplier of hourly rates include all routine overhead and internal expenses of the firm. Inclusion of expenses in the hourly rate or multiplier reduces the amount of backup documentation required to support each invoice and expedites payment.

The Port expects that the proposed hourly rate includes the equipment, tools, software and supplies required to perform the work.

Hourly rates should be identified for all classifications anticipated to be itemized on the consultant's invoice.

### **3. Reimbursables**

The Port will reimburse the following expenses at cost (when appropriate backup is provided):

- a. Printing of review and final sets of deliverables; all deliverables shall also be provided on formatted disk at no additional charge.
- b. Postage/shipping cost for deliverables
- c. Film development
- d. Mileage at current Internal Revenue Service allowable mileage reimbursement rate.
- e. Long distance telephone charges
- f. Computer disks
- g. Meals and lodging at current Internal Revenue Service allowable reimbursement rate (except for consultants in the local area)

Project field supplies consumed in the work will be reimbursed at cost plus 8% markup.

Unless specifically negotiated, the Port will not separately reimburse the firm for routine overhead and internal expenses, including:

1. Computer software or hardware usage
2. Graphics supplies or plotter use
3. Digital camera or batteries usage
4. Communications (except long distance) including; Cell phone rental; Fax transmissions; Routine postage or courier
5. Routine reproduction or copying, except for deliverables

**4. Lab Samples and Analysis**

The unit price should include analytical costs. Sampling should be scheduled to ensure that results are received when required at normal turnaround rates. 24-hour or rush turnaround rates will be paid only when specifically requested by the Port. Lab services provided by a third party will be reimbursed at cost plus 8% markup.

**5. Subcontracted Services**

When specifically negotiated, subcontracted services will be reimbursed at cost plus 8% markup.

**6. Invoice Format Guidelines**

Invoices must be numbered in a format that shows the firm's unique sequential numbering system for invoicing.

Invoices should show description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of contract, individual's names and titles, hours at hourly rate, authorized expenses itemized with backup.

When applicable, the invoice must show the percentage completion of each task within the scope of work. Payment will not exceed the percentage of work completed.

**AGREED**

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

**PORT OF OLYMPIA**

**CONSULTANT**

By \_\_\_\_\_  
E. B. Galligan Date  
Executive Director

By \_\_\_\_\_  
Date  
\_\_\_\_\_  
Print Name Title

**Request for Qualifications**  
**Description of Services**  
**Project Title**
**Purpose**

The Port of Olympia (Port) is soliciting proposals from qualified individuals or firms with expertise in **description of services** for the \_\_\_\_\_ **project** (Project) in Olympia, Washington.

**Background**
**Federal Grant Projects**

These projects are federally funded grant projects that include federal reporting procedures.

This effort will be funded by grant funds received from the \_\_\_\_\_. The content of this RFQ does not necessarily reflect the position or policy of the \_\_\_\_\_ and no endorsement should be inferred. The agreement with the selected Consultant will incorporate applicable federal terms of grant award.

**Security**

This project contains data classified as Sensitive Security Information, and the Consultant, Consultant's personnel and all sub-consultants will be required to acknowledge and conform to Port of Olympia Security procedures and non-disclosure agreements.

**Scope of Work**

Services to be provided include

**Preliminary Schedule Milestones:**

Issuance of RFQ	
Qualification packets due	
Interviews (if required)	Week of (tentative)
Selection of Consultant	(tentative)
Consultant Cost Proposals Due	(tentative)
Port Commission Action on Contract	(If Required) (tentative)
Execute Contract	(tentative)



### Port Representative

Name	Title	Phone	Email
	Project Manager		

### Selection Criteria

Submittals will be evaluated and ranked based on the following:

1. Professional Qualifications: Technical expertise and competence in engineering services, including education, registration and years of experience of individuals who will be assigned to these projects.
2. Key personnel experience, accuracy, availability and demonstrated ability to work together.
3. Firm's experience in estimating probable construction costs accurately and completing the work on schedule.
4. Firm's knowledge of contracting procedures and requirements.
5. The firm's ability to undertake the work immediately and dedicate the necessary personnel and resources to meet the anticipated work schedule.
6. Past performance/references in meeting client objectives on schedule and within budget.
7. Claims: The firm's identification of any contract claims or terminations.
8. Terms and Conditions: The firm's identification of any objections and proposed alternate language to the Port's Standard Terms and Conditions.
9. Familiarity of the key personnel with the Port's facilities and operations.

### Selection Process

The anticipated selection process is as follows:

1. A panel will review the qualifications submitted.
2. The panel may request additional information from one or all Consultants.
3. Interviews may be scheduled with one or more Consultants.
4. The selected Consultant will be invited to enter into contract negotiations with the Port.

5. Should the Port and the selected firm (s) not reach a mutual agreement, the Port will terminate negotiations and move to the next qualified firm and proceed with negotiations.

### **Submittal Content**

Interested firms are requested to submit qualifications and experience in the conduct of similar work as per the selection criteria. Submittals are limited to \_\_\_\_ numbered pages, not counting the cover page or the SF 330. The pages shall be 8.5 inches by 11.0 inches except that drawings or tables may be submitted on pages not exceeding 11.0 inches by 17.0 inches. All documentation shall be 100% recyclable, no plastic binding or cover. As a minimum, the submission shall include

1. A written expression of interest and availability of the proposed Project Team and its key personnel.
2. Firm name, phone and fax numbers of all consultants on the team.
3. Name of Principal-in-Charge and Project Manager; subconsultants; number of employees in each firm proposed to provide services.
4. Detailed resumes for the individuals proposed for the project team, to include each individual team member's relevant past experience.
5. A list and description of at least three clients for when the firm has comparable work during the last three years. A contact name, a recent telephone number and brief description of the comparable work. Only projects completed by members of the project team will be considered.
6. Examples of the Consultant's team's estimates of probable construction costs generated during the design process versus the actual construction costs for similar projects.
7. A discussion of the firm's ability to incorporate energy efficient and environmentally friendly concepts in the design.
8. A description of any claim submitted by the firm to any client, or submitted by any client against the firm, within the past three years related to the professional services provided by the firm or its key personnel. For purpose of this request, "claim" means a sum of money in dispute in excess of 10% of the firm's fee for the services provided.
9. Identification of any objection and proposed alternate language to the Port's standard Terms and Conditions

Please submit six (6) bound copies or an electronic copy in Adobe Acrobat PDF format. If electronic copies are submitted, it is the Consultant's responsibility to verify the receipt of the submittal. Submittal must be received on or before the specified time and date below.

All submittals are due by **4:00 p.m.**, \_\_\_\_\_, addressed to:

**Port of Olympia**  
**Attention: DEPARTMENT DIRECTOR**  
**915 Washington St NE**  
**Olympia WA 98501-6931**

### **Transportation Worker Identification Credential (TWIC)**

TWIC is a credentialing program managed by the Department of Homeland Security (DHS), through the United States Coast Guard and the Transportation Security Administration. All credentialed merchant mariners and individuals who will need unescorted access to secure areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC visit [www.tsa.gov/twic](http://www.tsa.gov/twic),

### **Equal Employment Opportunity and Training**

It is the policy of the Port to ensure that applicants are employed and are treated during employment, without regard to their race, religion, sex, color, national origin, or disability. Such action shall include the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

The Port of Olympia encourages disadvantaged, minority, and women owned consultant firms to apply.

### **Disclosure**

All information submitted shall become the property of the Port and is subject to the public disclosure laws of the state of Washington. The potential Consultants should identify any portions of the information submitted that the Consultant deems exempt from the public disclosure requirements.



**EVALUATION SUMMARY**

RFP # \_\_\_\_\_ For Project \_\_\_\_\_

Evaluator	PROJECT MANAGER				Total
<b>Firm Name</b>	160				160
	223				223
	189				189
	116				116
	192				192

Ranking	PROJECT MANAGER				Total
<b>Firm Name</b>	4				4
	1				1
	3				3
	5				5
	2				2
					0

Short Listed Firms to be interviewed

- DEF**
- MNO**
- GHI**

# MEMORANDUM

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PORT OF OLYMPIA

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DATE:

TO: Interview Panel

FROM: DEPT DIRECTOR OR PROJECT MANAGER

Cc:

SUBJECT: RFQ for Project Title

You have been selected to be on the panel for the short list and selection of the Project Title Services. Please find attached Statement of Qualifications received for this Request as well as an evaluation matrix to be completed with your review.

Please return the completed matrix to me. Should you have any questions, please let me know.

Thank you,



Date

Mr or Ms.  
Firm's Name  
Address  
City, State Zip Code

Subject: Project Title

Dear Mr. or Ms.;

We have completed our review of the Statements of Qualification submitted for Project Title. From the submittals received the Port has chosen to conduct further discussions with two firms. We are pleased to inform you that your firm has been chosen to participate in interviews to select the most qualified firm for the work.

We invite your firm to attend an interview on Date at Time pm. The meeting will be held at the (state locaticon). The focus of the ( )-minute interview will be to confirm your firm's understanding of the Port's requirements for this project. The format for the interview will be ( ) minutes for the presentation, ( ) minutes for questions and answers and ( ) minutes for set up before start of presentation. Please plan on addressing your firm's approach to this project, demonstrated experience and coordination with multiple development teams.

The remaining milestones for this work are:

Interviews	Date and Time Conference Room
Selection of Consultant	
Consultant Cost Proposals Due	
Port Commission Action	_____ (tentative)
Execute Contract	_____ (tentative)

Sincerely,

\_\_\_\_\_  
Project Manager

cc.



Current Date

Re: Statement of Qualifications for Engineering Design and Specifications for the **Write project name here.**

Dear: **Firm's name**

We have completed our review of qualification submittals for **(include brief scope)** associated with the **Write project name here.** All submittals were professional and well presented.

The time and effort your firm expended to prepare this information is certainly appreciated.

This letter is to inform you that your firm was not selected as our firm for this project. We greatly appreciate your prompt response to our request and will certainly consider your firm for future projects here at the Port of Olympia.

Please feel free to contact us at (360) 528-8000 should you have any questions regarding the consultant selection.

Sincerely,  
Port of Olympia

**PM's Name**  
Project Manager



DATE

Daily Journal of Commerce  
PO Box 11050  
Seattle, WA 98111

FAX: 206-622-8416  
legals@djc.com

Subject: Request for Qualifications  
Project Title

Enclosed is an Advertisement for Project Title Request for Qualifications which we would like for you to run in your publication for one day on advertisement date.

Please send affidavit of publication and invoice in duplicate to the undersigned.

Very truly yours,

Jeff Lincoln  
Director of Engineering

Enclosure





**Request for Qualifications**  
**Description of Services**  
**Project Title**

**Purpose**

The Port of Olympia (Port) is soliciting proposals from qualified individuals or firms with expertise in **description of services** for the \_\_\_\_\_ **project** (Project) in Olympia, Washington.

**Background**

**Scope of Work**

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**Preliminary Schedule Milestones:**

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Selection of Consultant	(tentative)
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Execute Contract	(tentative)

**Port Representative**

Name	Title	Phone	Email
	Project Manager		

**Selection Criteria**

Submittals will be evaluated and ranked based on the following:

1. Professional Qualifications: Technical expertise and competence in engineering services, including education, registration and years of experience of individuals who will be assigned to these projects.
2. Key personnel experience, accuracy, availability and demonstrated ability to work together.
3. Firm's experience in estimating probable construction costs accurately and completing the work on schedule.

4. Firm's knowledge of contracting procedures and requirements.
5. The firm's ability to undertake the work immediately and dedicate the necessary personnel and resources to meet the anticipated work schedule.
6. Past performance/references in meeting client objectives on schedule and within budget.
7. Claims: The firm's identification of any contract claims or terminations.
8. Terms and Conditions: The firm's identification of any objections and proposed alternate language to the Port's Standard Terms and Conditions.
9. Familiarity of the key personnel with the Port's facilities and operations.

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The anticipated selection process is as follows:

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1. A written expression of interest and availability of the proposed Project Team and its key personnel.
2. Firm name, phone and fax numbers of all consultants on the team.

3. Name of Principal-in-Charge and Project Manager; subconsultants; number of employees in each firm proposed to provide services.
4. Detailed resumes for the individuals proposed for the project team, to include each individual team member's relevant past experience.
5. A list and description of at least three clients for when the firm has comparable work during the last three years. A contact name, a recent telephone number and brief description of the comparable work. Only projects completed by members of the project team will be considered.
6. Examples of the A/E team's estimates of probable construction costs generated during the design process versus the actual construction costs for similar projects.
7. A discussion of the firm's ability to incorporate energy efficient and environmentally friendly concepts in the design.
8. Identification of any objection and proposed alternate language to the Port's standard Terms and Conditions.

Please submit six (6) bound copies or an electronic copy in Adobe Acrobat PDF format. If electronic copies are submitted, it is the Consultant's responsibility to verify the receipt of the submittal. Submittal must be received on or before the specified time and date below.

All submittals are due by **4:00 p.m.**, \_\_\_\_\_, addressed to:

**Port of Olympia**  
**Attention: DEPARTMENT DIRECTOR**  
**915 Washington St NE**  
**Olympia WA 98501-6931**

### **Transportation Worker Identification Credential (TWIC)**

TWIC is a credentialing program managed by the Department of Homeland Security (DHS), through the United States Coast Guard and the Transportation Security Administration. All credentialed merchant mariners and individuals who will need unescorted access to secure areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC visit [www.tsa.gov/twic](http://www.tsa.gov/twic),

### **Equal Employment Opportunity and Training**

It is the policy of the Port to ensure that applicants are employed and are treated during employment, without regard to their race, religion, sex, color, national origin, or disability. Such action shall include the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or

other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

The Port of Olympia encourages disadvantaged, minority, and women owned consultant firms to apply.

### **Disclosure**

All information submitted shall become the property of the Port and is subject to the public disclosure laws of the state of Washington. The potential Consultants should identify any portions of the information submitted that the Consultant deems exempt from the public disclosure requirements.