



**Request for Proposals
For
Development of Internal Audit Program for Capital Construction**

The Port of Tacoma is soliciting proposals from firms interested in providing internal audit services for Pierce County Terminal (PCT) and related elements of the Port's capital construction program.

Project Description

The Pierce County Terminal project will convert a 160+ acre site from auto and breakbulk operations to a container terminal. The site is bounded on the north by the Blair Waterway, bordered by Highway 509 and Alexander Ave on the south and east, and Port of Tacoma Road on the west.

The project will involve dredging approximately 2,300,000 cubic yards of material from the east end of the existing wharf to allow the berth to be extended to more than 2,000 linear feet. The existing wharf will be reconfigured to hold 100' gage super post-panamax container cranes. The existing buildings and facilities are being demolished. A high capacity gate complex, facilities for storage of refrigerated containers and a major on-dock intermodal yard will be developed.

Program budget is approximately \$114 million, of which approximately \$83 million is direct construction cost.

Construction Schedule

Work is underway on the building demolition, dredging and pier components of the project. Bid opening for the yard and building construction contracts is scheduled for October 2, 2003. Construction work is scheduled for completion in October, 2004, and project closeout anticipated in March 2005.

Source of Funds and Applicable Laws

The PCT project is funded by Port revenue and general obligation bonds; no federal funding is involved. The project is administered in accordance with the public works laws and regulations of the state of Washington. Contracts are being let under the traditional design/bid/build process. Design services are provided by consulting architects and engineers. The project is managed by employees of the Port's Facilities Development Department.

Scope of Services

The consultant will work with a team of employees from the Port's Finance and Administration, and Facilities Development Departments until December 31, 2006 to perform the following specific services:

1. Develop an audit program to:
 - (a) audit project financial statements on a quarterly basis;
 - (b) reconcile current and forecasted expenditures to the approved budget on a quarterly basis; and
 - (c) verify contract administration in accordance with applicable law and policies.
2. Assist the Port's Senior Contracts Administrator in writing up the Port's current internal control practices regarding contract administration, including compliance with applicable R.C.W.'s and State Auditor's Office guidance;
3. Offer recommendations to enhance efficiencies or improve safeguards for the Port's contract administration practices; and
4. Provide financial services as required during the course of the Pierce County Terminal capital development program so that regular Port staff may conduct internal audits to ensure that the capital program is administered in compliance with applicable laws and policies.

Proposal Elements and Selection Criteria

The following qualifications are desirable but not mandatory:

1. Registration to practice public accounting in the state of Washington in accordance with WAC 4-25-750 and have had a peer review during the last three years.
2. Qualified to perform work for the Washington State Auditor's Office and have competency in the Single Audit Act of 1984.

Firms are encouraged to submit brief, concise proposals. Formal presentations are not anticipated; the Port may request informal interviews with one or more finalists. Proposals should address:

1. Knowledge and experience of the individual or firm in providing internal audit services;
2. Knowledge and experience of the key personnel proposed to be assigned to this work;
3. Availability of the proposed key personnel;
4. The individual or firm's suggested approaches to the services required, including innovations, use of new technology or efficiencies;
5. Proposed fee schedule for key personnel time, including any discounts for minimum or fixed scopes;
6. Exceptions to the Port's standard Terms and Conditions. Attachment A is the Port's standard Terms and Conditions; describe the nature of any exceptions to the Port's standard Terms and Conditions and firm's proposed alternative;
7. The firm's claim history. Describe any claim submitted by the firm to any client, or submitted by any client against the firm, within the past two years related to the professional services provided by the firm or its key personnel. For purposes of this request, "claim" means a sum of money in dispute in excess of 10% of the firm's fee for the services provided.
8. References. Provide owner names and telephone numbers for all services similar in scope to this RFP within the past three years.

Evaluation Process

An evaluation team of Port staff will review the submittals. The Port may request clarifications or additional information if needed. The evaluation team may use the proposals to narrow the field to a short list of firms. The short-listed firms may be scheduled for an interview, or the selection may be made based on proposals alone.

Submittal Process

1. The Port may make changes to this RFP. Changes will be made by written addendum which will be issued to all RFP holders.
2. **Proposals must be received by 4:00 P.M. [date]**
3. The Port may accept this proposal no later than [date]
4. Proposals may be submitted via email or delivered. If delivered, an original and two copies of the proposal should be submitted to:

"Request For Internal Audit Services"
[name, email]

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

DISCLOSURE

In order to protect the integrity of the contracting process, proposals will not be disclosed until after the Port makes a recommendation to award; thereafter the proposal shall be deemed a public record as defined in the Washington State Public Disclosure Act.

Any information contained in the proposal that the consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 through .340, must be clearly designated. The page and the particular exception(s) from disclosure upon which the consultant is making the claim must be identified. Marking the entire proposal as confidential will be neither accepted nor honored and may result in disclosure of the entire proposal. The Port will consider a consultant's request for exemption from disclosure; however, the Port will make a decision predicated upon applicable laws and can choose to disclose information despite its being marked as confidential.

If any information is marked as proprietary in the response, such information will not be made available for public disclosure until the affected consultant has been given an opportunity to seek a court injunction against the requested disclosure.

Working papers and the work product generated in connection with this engagement will be the property of the Port.

INTERPRETATIONS

All questions about the meaning or intent of the Request for Proposal shall be submitted to the Director, Contracts and Risk Management in writing. Communication via facsimile or email is acceptable to fulfill this requirement. Interpretations, clarifications or supplemental instructions will be issued in writing and will be mailed or delivered to all parties recorded as having received the Request for Proposals. Only questions answered by the Director, Contracts and Risk Management, by formal written Addenda will be binding. Oral and other interpretations, clarifications or submittal instructions will be without legal effect.

AWARD OF CONTRACT

The Port reserves the right to amend this RFP by addendum, to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the Port may require. The Port reserves the right

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to evaluate consultants as deemed necessary to determine their ability to fulfill the terms of this RFP. Consultants shall furnish to the Port all such information and data as required for this purpose. The Port also reserves the right to require a best and final offer from finalists.

Attachment A - Terms and Conditions

Port of Tacoma Terms And Conditions

Professional Services Agreement

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. 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.

4. 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.

5. 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 and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

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.

6. 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.

7. 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.

8. 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.

9. Deliverables

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

10. 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.

11. 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 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

12. Costs and Disbursements

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

13. Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, the 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 Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all

claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the 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 Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

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

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

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

14. Standard of Care

a) 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.

15. 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.

16. 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.

17. 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.

18. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the 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.

19. Disputes

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

20. 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.