

# Exhibit A

*to*

*Port of Seattle Response to  
Recommendations to the Legislature*

# ACQUISITION OF GOODS AND SERVICES

## PUR-1a as of 6/28/99

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### I. PURPOSE:

To establish the procedures concerning the purchase of goods and/or services.

### II. SCOPE:

This procedure applies to transactions for all goods and/or services, excluding Professional Services.

For goods and/or services with an estimated price over \$25,000 up to and including \$50,000, see [Procedure PUR-1b - Acquisition of Goods and Services, Quotations](#). For goods and/or services with an estimated price over \$50,000, see [Procedure PUR-1c - Acquisition of Goods and Service, Bids and Proposals](#). For professional/consultant services, see [Procedure PUR-2 - Consultant Procedures](#).

### III. DEFINITIONS:

*Buyer* - Term used interchangeably to refer to the Manager, Purchasing, Senior Buyer, Buyer and/or Senior Buyer Assistant.

*Contract Payment Request ("CPR")* - Document used to authorize and request payment of invoices for Vendor Contract, Construction and Professional Services Contracts.

*Change Order ("CO")* - Document used to alter original Purchase Requisition and/or Purchase Order (i. e., description, amount, delivery, chartfields, etc.)

*Goods* - Natural resources, equipment, materials, supplies, or other finished goods or products.

*Priorities* - Each purchase requisition ("PR") will be processed according to the urgency of need and importance of the requirement, based upon its impact upon the operations of the Port. Generally, the following categories of priority will be observed:

1. Emergency: Orders for goods and/or services which directly impact Port operations, without which such operations would be adversely affected, or for conditions which present danger to life, limb or property. These orders may be initiated via telephone, e-mail or fax, due to "urgency of need" and will

be processed immediately. Complete documentation is to be processed by the requisitioner and sent to Purchasing within twenty-four (24) hours of order being placed.

2. Urgent: Orders for goods and/or services which might adversely impact Port operations, delay required repair work or projects, or idle work crews. Orders of this nature will normally be processed within eight (8) working hours.

3. Routine: Orders in this category will normally be processed within four (4) days of receipt of the PR. This category includes routine inventory or stock replenishment, shop supplies, office supplies and the like.

*Purchase Requisition ("PR")* - Source document used to request purchase of goods and/or services, establish Vendor Contracts, Construction Purchase Orders and Professional Services Purchase Orders. A confirming PR indicates those goods and/or services have been ordered.

*Purchase Order ("PO")* - A verbal or written offer from the Port to purchase goods and/or services. The PO contains the terms and conditions of the purchase in addition to identifying the goods and/or services, quantities, units of measure, description, price and other pertinent information.

#### Types of Purchase Orders:

1. "A" Purchase Order: A written document stating the pre-established terms and conditions pertaining to a one-time order to a supplier for purchase of specific goods and/or services.

2. "C" Purchase Order: A written document stating the pre-established terms and conditions pertaining to a contract for a recurring fixed price contract (e.g., equipment rental, building or equipment maintenance services, janitorial services, etc.)

*Receiving Report* - A copy of the written PO used to indicate to Purchasing and Accounts Payable that goods and/or services ordered have been satisfactorily received and/or performed and payment is authorized.

*Requisitioner* - Person delegated requisitioning authority.

*Services* - Non-professional services not otherwise provided for in Purchasing Procedure PUR-2 – Consultant Procedures.

*Vendor Contract* - An internal contract number assigned by Purchasing to provide an independent computer system control to ensure that payments made against either a maximum contract amount or ending date are not exceeded.

#### Types of Vendor Contracts:

1. "S" Type Vendor Contract: An agreement whose primary purpose is to attack the small-order problem and make the acquisition of typically small-dollar-value goods and/or services more convenient for customers. (See Purchasing Procedure PUR-1d – Acquisition of Goods and Services, S-Type Vendor Contracts, for procedures to be used).
2. "P" Professional Services: A number to Professional Services Agreements to ensure that payments made against a maximum contract amount are not exceeded. (See Purchasing Procedure PUR-2 – Consultant Procedures, for procedures to be used.)
3. Construction Services: A number assigned by Purchasing to provide an independent computer system control for tracking payments against Major Construction and Small Works Construction Contracts.

*Warrant Request ("WR")* - Document used to request certain types of payments not subject to use of a PO or Vendor Contract. (See Procedure PUR-1e – Acquisition of Goods and Services, Warrant Requests, for procedures to follow.)

#### **IV. RESPONSIBILITIES:**

Purchasing Department - primary responsibility is to seek to obtain and purchase all goods and/or services at the lowest possible total end-use cost; considering the guidelines of price, service, quality and delivery. All purchases require the issuance of a PO or Vendor Contract.

PO shall be mailed to the supplier when:

- a) Order is \$500 or more.
- b) Requested to do so by the supplier.
- c) Buyer deems it to be in the best interest of the Port (e.g., to provide clarity, special instructions, etc.).
- d) Order has not been previously placed by telephone (e.g., a non-confirming order).

If the order is less than \$500 and items 2 through 4 do not apply, a PO number must still be issued, but it is not necessary to mail it to the supplier.

Upon receipt of a properly completed PR, Purchasing shall proceed to purchase as follows (does not apply to Construction or Professional Services):

- a) Up to \$25,000: Buyer may rely on personal experience and knowledge of market conditions for obtaining the best price, quality, service and delivery. Purchase may be made by soliciting from a single

supplier.

b.) Over \$25,000 up to \$50,000: See Purchasing Procedure PUR-1b – Acquisition of Goods and Services, Quotations.

c) Over \$50,000: See Purchasing Procedure PUR-1c – Acquisition of Goods and Services, Bids and Proposals

Ordering Departments are responsible for:

Requesting goods and/or services on a properly completed and signed PR.

Maintaining current Delegations of Authority and Signature Authorization Lists in accordance with [Policy EX-2](#), EX-2.1, EX-2.2.1, EX-2.2.2 and EX-2.2.3 – [Schedules of Administrative, Monetary and Contractual Redelegations of Authority](#), and assuring adherence to those authority levels by staff.

Providing accurate chartfield coding.

Ensuring that PO's are verified against Requisitioner's copy of the PR. Errors or questions should be brought to the Buyer's attention immediately.

Ensuring that orders received are verified by someone other than Requisitioner whenever possible.

Ensuring that receipts are correctly noted on the copy of the PO that is to be used as the receiving report and sent to Purchasing in a timely manner (preferably within 24 hours of receipt of the goods and/or services).

Confirming PR -

a) Contact Buyer, explain situation and details of purchase. A copy of the PR may be transmitted to the Buyer via Fax.

b) Buyer will assign PO number.

c) Supplier may be contacted by either Buyer or Requisitioner.

d) Requisitioner to complete the PR and forward to Buyer within 24 hours of issuance of PO number.

e) For emergencies after hours, authorized Requisitioner may place order, informing supplier that PO number will be issued the following work day. On the following work day, Requisitioner must call Buyer to explain the circumstances and obtain a purchase order number, then prepare the PR and

forward to Purchasing. Steps 1 through 3 must be followed. *Dollar limits as described in Procedures PUR-1b and PUR-1c are applicable.*

## **V. COMMENTS:**

Related Port Policies, Procedures and other documentation

1. Port Commission [Resolution No. 3181, as amended](#) – Master Policy Directive
2. Policies EX-2, EX-2.1, EX-2.2.1, EX-2.2.2 and EX-2.2.3 – [Schedules of Administrative, Monetary and Contractual Delegations of Authority](#)
3. Port Commission Resolution No. 3166 – Discrimination and Affirmative Action in Employment by Port of Seattle Contractors and Subcontractors
4. Port Commission Resolution No. 3167, as Amended – Minority, Women and Disadvantaged Business and Equal Employment Opportunity Requirements for the Procurement of Materials and Supplies and Construction, Consultant and Other Services by the Port.
5. Affirmative Action Plan (current version)
6. Purchasing [Procedure PUR-1a](#) – Acquisition of Goods and Services
7. Purchasing [Procedure PUR-1b](#) – Acquisition of Goods and Services, Quotations
8. Purchasing [Procedure PUR-1c](#) – Acquisition of Goods and Services, Bids and Proposals
9. Purchasing [Procedure PUR-1d](#) – Acquisition of Goods and Services, S-Type Vendor Contracts
10. Purchasing [Procedure PUR-1e](#) – Acquisition of Goods and Services, Warrant Requests
11. Purchasing [Procedure PUR-2](#) – Consultant Procedures
12. Purchasing Procedure PUR-4 – Art Acquisition and Art/Gift Inventory
13. Purchasing [Procedure PUR-5](#) – Acquisition of Port Vehicles
14. Accounting [Procedure AC-1](#) – Travel Planning, Fund Advances, and Port Credit Cards for Official Business or Travel

15. Accounting [Procedure AC-3](#) – Petty Cash Fund

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For further information contact [Tim Jayne](#).

# ACQUISITION OF GOODS AND SERVICES - QUOTATIONS

## PUR-1b as of 6/28/99

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### I. PURPOSE

This bulletin establishes the procedures concerning the solicitation of competitive quotations.

### II. SCOPE

This procedure applies to transactions on goods and/or services with an estimated price over \$25,000 up to and including \$50,000, excluding Professional Services.

For goods and/or services with an estimated price over \$50,000, see [Procedure PUR-1c, Acquisition of Goods and Service – Bids and Proposals](#). For goods and/or services with an estimated price up to and including \$25,000, see [Procedure PUR-1a, Acquisition of Goods and Services](#). For professional/consultant services, see [Procedure PUR-2, Consultant Procedures](#).

### III. RESPONSIBILITIES

Buyers are responsible for obtaining quotations on goods and/or services that are expected to exceed \$25,000. This shall be done both for estimating purposes and purchases. Price checks on expenditures of \$25,000 or less may be done as appropriate.

#### A. Types of Quotations -

1. Verbal. Verbal quotations will be obtained for purchases of standard or noncomplex goods and/or services. Prices are to be recorded on a quotation sheet that will serve as backup documentation after the order is placed. The quotation sheet will be attached to the file copy of the purchase order.

2. Written. Written requests for quotation will be sent to, or requested from suppliers, under the following conditions:

a) Nonstandard conditions, requirements, instructions, etc.

- b) Any occasion where more permanent documentation is advisable. Written quotations should be prepared using, whenever possible, standard Port Request for Quotation templates. Complete information should be provided, including, but not limited to, quantity, description, delivery requirements, special conditions, drawings, specifications, date information required, etc. If replies are to conform to certain formats, this should be spelled out. Buyers must be thorough and attempt to remove all known variables.
- B. Buyers, when purchasing goods and/or services requiring either verbal or written quotations, will solicit prices from three or more suppliers when feasible. In the case of proprietary items, more than one price is often not possible and should be so noted on the purchase requisition.
- C. Quotations will be solicited from any supplier who requests to be included in the process. Examination of the financial condition of a company, its ability to perform and its facilities should be a part of the criteria for an acceptable supplier.
- D. The Buyer should provide answers to technical questions arising during the quotation process. The Senior Buyer or Buyer must coordinate all replies and ensure that all potential suppliers are provided the same information.
- E. After all quotations have been received and examined for completeness, a summary sheet is to be prepared noting all pertinent data and discrepancies. Determination of the low quote and award of the order will be made by the Buyer only after all aspects have been considered.
- F. The information gathered will be kept with the purchase order as backup documentation. In cases of quotations for estimating purposes, a copy of each quotation (if written) and/or quotation summary sheet is to be sent to the customer.
- G. It is good practice to notify unsuccessful suppliers that the quotations have been closed and awarded.
- H. Unless a specific exception has been obtained, bids and proposals shall not be solicited from, nor any order place with any supplier that
- Is owned, controlled or actively influenced by any Port Commissioner or employee or immediate relative of said Commissioner or employee;
  - Employs in a management, consulting or sales capacity any person who is a Port Commissioner or employee;
  - Employs in any capacity a Port employee who is in a position to influence the selection of, or conduct business with, such supplier.
  - When circumstances warrant the solicitation of competitive bids and/or proposals inappropriate,

the Senior Buyer or Buyer shall document the facts and obtain the specific approval of the Manager, Purchasing.

#### **IV. EXCEPTIONS**

Time is of the essence, not allowing the formal bidding or proposal process to be observed. Quotations will be required, if feasible. The purchase order file shall contain written documentation supporting the urgency of the purchase.

The goods and/or services are available from only one (1) source. The purchase order file shall contain written justification supporting the sole source purchase. Note: purchases wherein a sole manufacturer brand product is specified is not deemed to be a sole source purchase when the specified product is available from more than one supplier.

The goods and/or services are available from other government agency contracts (i.e., State, County, City, GSA, etc.). The purchase order file shall contain written documentation referencing the applicable government agency contract information.

Pursuant to RCW 39.34 the Manager, Purchasing, or designee, shall enter into Interlocal Agency Cooperative Purchasing Agreements to give each agency the advantages of purchasing from the others contracts.

The purchase is in the best interests of the Port in terms of significant cost savings (i.e., substantial cost savings due to supplier holding firm on current pricing in a rising market). The purchase order file shall contain written justification documenting the cost savings to the Port.

The purchase is in the best interests of the Port in terms of maintaining standardization (i.e., substantial cost savings due to reduced purchase, receiving, inventory, training and maintenance costs). If there are multiple suppliers of the standardized goods and/or services, competitive bid and/or proposal procedures shall be observed, otherwise the purchase order file shall contain written justification as to standardization and sole source.

Pursuant to RCW 39.30.045, goods may be purchased at auctions conducted by the government of the United States or any agency thereof, any agency of the State of Washington, any municipality or other government agency, or any private party without being subject to public bidding requirements if the goods can be obtained at a competitive price.

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For further information contact [Tim Jayne](#).

# ACQUISITION OF GOODS AND SERVICES - BIDS AND PROPOSALS

## PUR-1c as of 6/28/99

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### **I. PURPOSE:**

This bulletin establishes the procedures for Port staff to use for the solicitation of competitive bids and proposals.

### **II. SCOPE:**

This procedure applies to transactions on goods and/or services (excluding professional services – reference [Procedure PUR-2, Consultant Procedures](#) with an estimated price over \$50,000. For goods and/or services with an estimated price of \$25,000 up to and including \$50,000, see [Procedure PUR-1b, Quotations](#). For goods and/or services with an estimated price up to and including \$25,000, see [Procedure PUR-1a, Acquisition of Goods and Services](#).

### **III RESPONSIBILITIES:**

The Manager, Purchasing has the responsibility for maintaining a uniform set of procedures and forms to serve the bid and/or proposal process. Consideration should include the need for mechanisms for supplier notification, bid analysis and summary, bid bonds, competitive invitations, instructions to bidders, policy statement of award, etc.

Buyers are responsible for obtaining bids on all goods and/or services covered under this procedure for purchases.

### **IV. AWARD PROCEDURE:**

Invitation to Bid: Award is made to the lowest responsible bidder submitting a responsive bid.

Request for Proposal: Award is made based on "Best Bid" basis.

The Port reserves the right to reject any and all bids and/or proposals, to waive informalities and to contract as the best interests of the Port may required. This should be clearly noted on all bid and/or

proposal documents.

## **V. GENERAL:**

Invitations to Bid or Requests for Proposal shall be prepared using standard forms and/or templates whenever possible. Complete information should be provided, including but not limited to, quantity, description, delivery requirements, special conditions, drawings, specifications, date information required, etc. If replies are to conform to certain formats, this should be spelled out. Buyers must be thorough and attempt to remove all known variables.

Bids and proposals will be solicited from any supplier who requests to be included in the process. Examination of the financial condition of a company, its ability to perform and its facilities should be part of the criteria for an acceptable supplier.

The Buyer should provide answers to technical questions arising during the bidding or proposal process. The Buyer must coordinate all replies and ensure that all potential suppliers are provided with the same information.

After all bids or proposals have been received and examined for completeness, a summary evaluation is to be prepared noting all the pertinent data and discrepancies. Determination of the low bidder, in the case of a bid, or best bid, in the case of a proposal, and award of the order will be made by the Buyer only after all aspects have been considered.

Unless a specific exception has been obtained, bids and proposals shall not be solicited from, nor any order place with any supplier that:

1. Is owned, controlled or actively influenced by any Port Commissioner or employee or immediate relative of said Commissioner or employee;
2. Employs in a management, consulting or sales capacity any person who is a Port Commissioner or employee;
3. Employs in any capacity a Port employee who is in a position to influence the selection of, or conduct business with, such supplier.
4. When circumstances warrant the solicitation of competitive bids and/or proposals inappropriate, the Senior Buyer or Buyer shall document the facts and obtain the specific approval of the Manager, Purchasing.

## **VI. EXCEPTIONS:**

Time is of the essence, not allowing the formal bidding or proposal process to be observed. Quotations

will be required, if feasible. The purchase order file shall contain written documentation supporting the urgency of the purchase.

The goods and/or services are available from only one (1) source. The purchase order file shall contain written justification supporting the sole source purchase. Note: purchases wherein a sole manufacturer brand product is specified is not deemed to be a sole source purchase when the specified product is available from more than one supplier.

The goods and/or services are available from other government agency contracts (i.e., State, County, City, GSA, etc.). The purchase order file shall contain written documentation referencing the applicable government agency contract information.

Pursuant to RCW 39.34.080, the Manager, Purchasing, or designee, shall enter into Interlocal Agency Cooperative Purchasing Agreements to give each agency the advantages of purchasing from the others contracts.

The purchase is in the best interests of the Port in terms of significant cost savings (i.e., substantial cost savings due to supplier holding firm on current pricing in a rising market). The purchase order file shall contain written justification documenting the cost savings to the Port.

The purchase is in the best interests of the Port in terms of maintaining standardization (i.e., substantial cost savings due to reduced purchase, receiving, inventory, training and maintenance costs). If there are multiple suppliers of the standardized goods and/or services, competitive bid and/or proposal procedures shall be observed, otherwise the purchase order file shall contain written justification as to standardization and sole source.

Pursuant to RCW 39.30.045, goods may be purchased at auctions conducted by the government of the United States or any agency thereof, any agency of the State of Washington, any municipality or other government agency, or any private party without being subject to public bidding requirements if the goods can be obtained at a competitive price.

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For further information contact [Tim Jayne](#).

# ACQUISITION OF GOODS AND SERVICES - S-TYPE VENDOR CONTRACTS

**PUR-1d as of 6/28/99**

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## **I. PURPOSE**

This bulletin defines how and when to use S-Type Vendor Contracts (formerly known as Blanket Orders).

## **II. SCOPE**

This procedure applies to the use of all S-Type Vendor Contracts.

## **III. GENERAL**

An S-Type Vendor Contract (the "Vendor Contract") is an agreement whose primary purpose is to manage and make the acquisition of typically small-dollar-value goods and/or services more convenient for customers. It allows the use of a single order number for an entire period (usually one year) and enables customers to deal directly with a supplier. Typically this sort of agreement is made between a supplier and the Port to cover goods and/or services for which customers needs are immediate, frequent and unpredictable.

A supplier who provides goods and/or services may be issued the Vendor Contract number to cover all purchases made during the period covered. The supplier will be instructed according to the following:

1. Names of the Port employees are authorized to purchase under the Vendor Contract. None other than those individuals may purchase against the Vendor Contract. The supplier is responsible for verifying the identities of those to whom it sells goods under the Vendor Contract.
2. Invoices shall be submitted to the Department or Line of Business in accordance with the terms of the Vendor Contract.
3. If supplier performance has been satisfactory a new Vendor Contract may be issued for the upcoming period, in accordance with the terms of the previous Vendor Contract. In no case is the supplier to carry over a Vendor Contract for more than the specific period (usually one year) covered by the Vendor Contract without the prior written consent of the Port.

4. The Vendor Contract issued to the supplier shall contain the following information:

- a) The period covered (usually one year);
- b) Items or categories of items and/or service(s) to be covered by the Vendor Contract;
- c) Prices and pricing agreements, as applicable;
- d) Terms of sale, including the Port's General Terms and Conditions and Supplementary Terms and Conditions if applicable;
- e) Personnel (by name, as applicable) who are authorized to purchase against the Vendor Contract;
- f) Invoicing instructions;
- g) Other pertinent information or instructions, as applicable.

#### **IV. APPROVALS**

In all cases S-Type Vendor Contracts are subject to current delegations of authority and direct purchase, quotation and bid or proposal dollar limits and procedures.

In all cases S-Type Vendor Contracts must have the approval of the Manager, Purchasing, prior to their placement.

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For further information contact [Tim Jayne](#).

# CONSULTANT PROCEDURES

## PUR-2 as of 1/1/96

Original: 1/2/80 Revisions: 4/22/86; 7/24/84; 3/8/84; 1/1/82

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### I. STATEMENT OF THE PROCEDURE:

The procedures defined within PUR-2 have been formulated to provide consistent, standardized requirements to Port staff for the selection and employment of consultant services. This is a procedure that legally implements the Executive Director's authority under [Resolution No. 3181, as Amended](#), to establish policies and procedures.

Before proceeding with PUR-2 procedures, Port staff should review other documents, (such as Resolution No. 3181, as Amended), to determine the personnel authorized to perform the activities mentioned herein.

Consultant services have been divided into two categories (Architectural/Engineering Services and Non-Architectural/Engineering Services) to meet the requirements of differing Port delegation of authority documents and state law. Architectural/ Engineering Services are required to meet RCW 39.80, while Non-Architectural/ Engineering Services are not required to meet a corresponding specific state regulation.

Legal, accounting, insurance, financial, medical (except counseling), representative legislation, and audit consulting services are not subject to PUR-2 procedures.

### II. DETAILS:

#### Purpose:

1. To ensure that the selection and hiring of consultants meet the requirements of State statutes (RCW 39.80 for architectural and engineering services) and other regulatory and funding agencies (for example: Federal Aviation Administration (FAA), etc).
2. To make Port staff accountable for meeting Diversity requirements, (including Minority/Woman Business Enterprise (M/WBE) and Disadvantaged Business Enterprise (DBE) requirements), related to the selection and employment of consultants.
3. To instruct existing employees and educate new employees.
4. To provide consistency in the selection and employment of consultants throughout the Port with a

simple, quick, and flexible procedure.

5. To include only those requirements that "add value" to the process (i.e. , a requirement that provides a benefit greater than the time spent doing it).
6. To hire the most qualified consultants.

### **III. DEFINITIONS:**

"Architectural/Engineering Services" - Professional services associated with licensed engineers, land surveyors, architects (including interior space planning), landscape architects, environmental services, technical testing, and inspection services. Engineers and architects shall be defined in accordance with RCW Chapters 18.08 or 18.43.

"Consultant" - An impartial, objective advisor who renders professional opinions, findings, judgments and recommendations. A consultant is a licensed independent contractor who does not have the authority to decide, command, or control the Port's affairs and cannot supervise or manage Port employees. Such authority is always retained by Port management. Consultant services are defined as performance of studies, projects, or tasks by professional or technical organizations or individuals from outside the Port.

"Non-Architectural/Engineering Services" - Consultant services (subject to PUR-2 requirements) rendered by any person or persons, other than an employee of the Port, contracting to perform activities other than those described in "Architectural/Engineering Services."

"Engineer" - A person who performs services in any branch of the profession of engineering that is recognized by educational authorities as engineering, as described in RCW 18.43.

"Architect" - A person who renders services in connection with the art and science of building design for construction of any structure and the use of space, as defined in RCW 18.08.

### **IV. SUMMARY CHART:**

#### **Architectural/Engineering Services**

<b><u>Category A</u></b>	<b><u>Category B</u></b>	<b><u>Category C</u></b>
1) Fee $\leq$ \$50,000	$>$ \$50,000 Fee $\leq$ \$200,000	Fee $>$ \$200,000
2) Select Consultant from Files	Select Consultant from Files	Advertisement
3) Interview not Required	Interview 3 Firms	Request for Qualifications (RFQ) Interview Process

4) Short Form Agreement                      Standard Agreement                      Standard Agreement

**Non-Architectural/Engineering Services**

**Category 1**

**Category 2**

**Category 3**

1) Fee $\leq$ \$50,000	>\$50,000 Fee $\leq$ \$200,000	Fee > \$200,000
2) Select any Consultant	Select Three Consultants	Advertisement
3) Interview not Required	Interview	RFQ/Interview Process
4) Short Form Agreement	Standard Agreement	Standard Agreement

**V. GENERAL CONSULTANT PROCEDURES:**

A. The department initiating the consultant work shall have the primary responsibility for administering the consultant contract. These responsibilities include:

1. Identifying a Port representative responsible for management of the contract.
2. Developing a consultant scope of work.
3. Establishing consultant selection criteria.
4. Ensuring that the project has been properly authorized and funds have been appropriated.
5. Ensuring that the consultant has been selected in accordance with the proper policies and procedures.
6. Negotiating the contract conditions, including fee, and generating the contract documents.
7. Authorizing payment in accordance with the contract terms and conditions.
8. Amending the contract as necessitated by changes in the scope of work.

B. A Port Consultant File shall be established and maintained by the Engineering Department that will accumulate and keep current information regarding consultant qualifications. The file will consist of forms and brochures that indicate consultants' technical and financial ability to perform a variety of consultant tasks. Information shall be received and filed for reference and shall be easily accessible by Port departments. This information may be utilized to meet PUR-2 requirements described herein.

In January of each year, the Port of Seattle Engineering Department will publish in local publications (including local minority newspapers) a notice of intent to engage consultants on future projects. Such notice is an invitation to interested consultants to submit their credentials. All consultants expressing interest in Port of Seattle work will be requested to complete and return the Port's "Consultant Questionnaire."

All consultants will be requested to regularly update the information in the Port's Consultant File. Consultant information will be maintained for three years beyond the date on the firm's last submittal or update. After such time, the consultant information will be removed and the firm will not be considered for services through the Port's Consultant File until new information is submitted.

C. Subsequent to execution of the contract, the contract may be amended above the category fee limit provided:

1. The project scope of work is not being divided into smaller segments to avoid PUR-2, statutory, or delegation of authority procedures.
2. The increased amended consultant responsibilities are generally related or associated with the project scope utilized in the original consultant selection.
3. The total amended contract amount is less than \$30,000 above the category fee limit. Amended contract amounts greater than \$30,000 need to be reviewed by the Legal Department for conformity with sentences 1 and 2 above.

D. No specific amendment authorization requirement is included within PUR-2. Consultant contracts may be amended to the authorized limits, as defined by the current delegation of authority documents (such as Resolution No. 3181, as Amended).

E. All consultant agreements shall include:

1. A completed "Request for Taxpayer Identification and Certification" (W-9) form. The form asks for information from the consultant that facilitates the Port's reporting requirements to the Internal Revenue Service.
2. A completed "Consultant's Certificate of Compliance with Port of Seattle Affirmative Action Resolutions" form. The form requires the consultant to certify that its procedures comply with the Port's Affirmative Action Resolutions.
3. Written language identifying the scope of the work to be performed on the contract and should include such items as consultant work responsibilities, Port responsibilities, deliverables, and project time limits and milestones.
4. Written language identifying the fee and payment arrangements. All payments shall be made after delivery of service.

F. Unless insurance is deemed not necessary by the Department Director or designee, an insurance certificate (pursuant to the contract documents) shall be required. Insurance certificates shall be received by Port staff within two weeks after execution of the consultant contract.

G. Upon execution of the consultant contract, the contracting department shall contact Purchasing for an agreement number (purchase order number). After receipt of the agreement number, a transmittal memo shall be completed and sent with the executed consultant agreement to Purchasing. Purchasing shall be responsible for issuing a purchase order.

H. If funding is received from other sources (such as FAA, Environmental Protection Agency (EPA), Intermodal Surface Transportation Efficiency Act (ISTEA), etc.), there may be additional consultant requirements. The contracting department shall be responsible for ensuring that these additional requirements are met.

## **VI. DETAILED ARCHITECTURAL/ENGINEERING CONSULTANT PROCEDURES:**

### **General Requirements:**

Public solicitation of consultant qualifications is required by state regulation. (In using the Port's Consultant File, the public solicitation requirement is met).

Where competitive solicitation of consultant qualifications is required but not feasible, the Department initiating the contract shall justify the reasons for sole source procurement in a memo. The memo shall be signed by the Department Director, or designee, and included in the Departmental Contract File.

Port staff shall not consider price or cost in determining initially which consultant is best qualified to perform project services; price and cost may only be considered after the best qualified firm has been selected. After that initial selection, cost can become a consideration in negotiating a fee for services. In the event an agreeable fee cannot be negotiated with the consultant, negotiations may proceed with the next most qualified firm.

All of the category requirements described below are minimums. If desired, more stringent requirements may be substituted.

### **A. Category A Requirements- Fee Less Than or Equal to \$50,000**

1. The estimated consultant fee for the project scope of work is equal to or less than \$50,000.
2. As a minimum, one consultant shall be selected from the Port Consultant File to proceed with fee negotiations. No interviews are required.
3. No information documenting the consultant selection process is required.
4. Upon acceptance of the contract terms at the conclusion of the negotiations, the short form consultant

agreement may be used as the basis for the consultant contract. Except for insurance requirements, no revisions to the short form will be allowed, other than to fill in the appropriate blanks. In the event revisions to the short form agreement are desirable, the standard consultant agreement shall be used. Authorized individuals shall sign the agreement.

B. Category B Requirements-Fee Greater Than \$50,000 But Less Than or Equal to \$200,000

1. The estimated consultant fee for the project scope of work is estimated to be greater than \$50,000 and less than or equal to \$200,000.
2. The consultant selection process shall begin with the selection of at least three firms from the Port's Consultant File who are deemed qualified to perform the work.
3. A selection committee shall be chosen by the Department Director (unless the Department Director has delegated that authority to others). The committee's responsibility shall be to review consultant qualifications, interview the consultants, and then select the most qualified. One person from the selection committee shall be chosen to serve as chairperson.
4. The selection committee chairperson shall complete and sign the "Architectural/Engineering Consultant Selection Process Certificate" and place it in the departmental contract files. The intent of the certificate is to document the consultant selection process.
5. Upon agreement of the contract terms at the conclusion of fee negotiations, the standard consultant agreement shall be used as the basis of the consultant contract. Authorized individuals shall sign the agreement.

C. Category C Requirements- Fee Greater Than \$200,000

1. The estimated consultant fee for the project scope of work is estimated to be greater than \$200,000.
2. A selection committee shall be chosen by the Department Director (unless the Department Director has delegated the authority to others). The committee's responsibility shall be to implement the consultant selection process, to develop a prospective consultant qualification document for distribution to interested consultants, to review consultant proposals, short-list and interview consultants, and then select the most qualified. One person from the selection committee shall be chosen to serve as chairperson. Specific requirements include:
  - Arrangements shall be made to advertise in the Seattle Daily Journal of Commerce a notice of intent to engage a consultant for the specific project. The advertisement should include a general description of the services that are required and the criteria that will be used to evaluate the consultants. A minimum of ten days shall be required from the initial advertisement until receipt of the consultant qualifications submittal. Advertisement in additional newspapers, especially

minority newspapers, is encouraged. Such notice is an invitation to interested consultants to submit their credentials to the selection committee for consideration. Firms with credentials in the Port's Consultant File will not automatically be considered for this work without a written request to that effect.

- At least three firms, upon review of the submitted consultant qualifications, shall be invited to interviews. After completing the interviews, the selection committee shall evaluate the firms. The firm chosen as best qualified shall be requested to proceed with fee negotiations.
- The selection committee chairperson shall complete and sign the "Architectural/Engineering Consultant Selection Process Certificate" and place it in the Departmental contract files. The intent of the certificate is to document the consultant selection process.

3. Upon agreement of the contract terms at the conclusion of negotiations, the standard consultant agreement shall be used as the basis of the consultant agreement. Authorized individuals shall sign the agreement.

## **VII. DETAILED NON-ARCHITECTURAL/ENGINEERING CONSULTANT PROCEDURES:**

### General Requirements -

1. Unlike the requirements for "Architectural/Engineering Services", price or cost may be considered when evaluating consultants during the selection process.
2. All of the category requirements described below are minimums. If desired, more stringent requirements may be substituted.

#### A. Category 1-Requirements-Fee Less Than or Equal to \$50,000

1. The estimated consultant fee for the project scope of work is less than or equal to \$50,000.
2. Selection and award may be made to a qualified consultant without a formal solicitation or proposal process.
3. Upon acceptance of the contract terms at the conclusion of the negotiations, the short form consultant agreement shall be used as the basis for the consultant contract. Except for insurance requirements, no revisions to the short form will be allowed, other than to fill in the appropriate blanks. In the event revisions to the short form agreement are desirable, the standard consultant agreement shall be used.

#### B. Category 2 Requirements-Fee Greater Than \$50,000 But Less Than \$200,000

1. The estimated consultant fee for the project scope of work is greater than \$50,000 but less than or equal to \$200,000.
2. The consultant selection process shall begin with the selection of at least three firms from the Port's Consultant File who are deemed qualified to perform the work.
3. In lieu of utilizing the Port's Consultant File, written statements of qualification may be requested from consultants based on a written prospectus.
4. A selected departmental representative shall be responsible for reviewing consultant qualifications, interviewing consultants, and requesting consultant price quotations. The most qualified consultant shall be selected based on the pre-established award criteria.
5. Upon agreement of the contract terms at the conclusion of negotiations, the standard consultant agreement shall be used as the basis for the contract. Authorized individuals shall sign the agreement.
6. The selection process and reasons for the final selection shall be documented in the "Consultant Selection Process Certificate for Non-Architectural/Engineering Projects" and placed in the departmental files.

C. Category 3 Requirements-Fee Greater Than \$200,000

1. The estimated consultant fee for the project scope of work is estimated to be greater than \$200,000.
2. Consultant selection award criteria shall be established prior to advertising to engage a consultant.
3. A selection committee shall be chosen by the Department Director (unless the Department Director has delegated the authority to others). The committee's responsibility shall be to implement the consultant selection process, to develop a prospective consultant qualification document for distribution to interested consultants, to review consultant proposals, short-list and interview consultants, and then select the most qualified. Specific requirements include:
  - Arrangements shall be made to advertise in the Seattle Daily Journal of Commerce a notice of intent to engage a consultant for the specific project. The advertisement should include a general description of the services that are required. A minimum of ten calendar days shall be required from initial advertisement to final receipt of consultant qualification proposals. Advertisement in additional newspapers, especially minority newspapers, is encouraged. Such notice is an invitation to interested consultants to submit their credentials to the selection committee for consideration. Firms with credentials in the Port's Consultant File will not automatically be considered for this work without a written request to that effect.
  - At least three firms, upon review of the submitted consultant qualifications, shall be invited to

interviews. After completing the interviews, the selection committee shall evaluate the firms. The firm chosen best qualified, (based on the pre-award consultant criteria) shall be requested to proceed with contract negotiations.

- The selection committee chairperson shall complete and sign the "Consultant Selection Process Certificate for Non-Architectural/ Engineering Projects" and place it in the Departmental contract files. The intent of the certificate is to document the consultant selection process.

4. Upon agreement of the contract provisions at the conclusion of negotiations, the standard consultant agreement shall be used as the basis of the contract. Authorized individuals shall sign the contract.

## **VIII. MONITORING/AUDITING OF PROFESSIONAL SERVICES AGREEMENTS:**

### **A. Department Responsibilities:**

1. M/WBE goals set by M/WBE/Contract Compliance (or DBE goals set by FAA):

- Obtains confirmation from M/WBE/Contract Compliance of M/WBE (or DBE) certification by State of Washington for prime consultants and subconsultants.
- Submits reports to Diversity as requested, including information on WBE/MBE/DBE payments.

2. Insurance Certificates

- Checks for completeness of certificates
- Keeps certificates on file
- Verifies up-to-date insurance certificates on file from the consultants

### **B. Accounting/Purchasing Responsibilities:**

1. W-9 (Taxpayer Identification Number and Certification form)

- Checks for completeness
- Keeps original W-9 form on file

2. Independent Contractor

- Audits contracts of sole proprietorships for verification of independent contractor eligibility

- Assists (in conjunction with Human Resources) those Departments not meeting independent contractor eligibility requirements to meet requirements.

### 3. Signatory Authority

- Verifies authority for Port staff to sign Agreements as per current Redelegations of Authority.

## C. M/WBE/Contract Compliance Responsibilities

### 1. M/WBE Goals

- Submits annual report to the Port covering:

Total dollars paid

Dollars and percentage of WBE and MBE participation by prime consultants

Name of M/WBE contracts or subcontracts executed that period

- Assist those Departments not meeting annual Port M/WBE goals to meet or exceed goals in the following year.

### 2. M/WBE (or DBE) Certification

- Verifies certification by State of Washington W/MBE (or DBE) firms

## **IX. REFERENCES:**

1. Port Commission [Resolution No. 3181](#), as amended-Master Policy Directive
2. Executive Policy [EX-2](#) and Schedules of Administrative, Monetary and Contractual Redelegations of Authority
3. Port Commission Resolution No. 3166-Discrimination and Affirmative Action in Employment by Port of Seattle Contractors and Subcontractors
4. Port Commission Resolution No. 3167, as Amended-Minority, Women and Disadvantaged Business and Equal Employment Opportunity Requirements for the Procurement of Materials and Supplies and Construction, Consultant and Other Services by the Port
5. RCW 39.80-Contracts for Architectural and Engineering Services
6. Consultant Services Category Guidelines
7. Architectural/Engineering Consultant Selection Process Certificate
8. Non-Architectural/Engineering Consultant Selection Process Certificate

9. [\*\*EX-10 Policy - Contingent \(Contract\) Workers\*\*](#)
10. Instructions for completing Professional Service Agreement forms:

[PSA Long Form](#)

[PSA Short Form](#)

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For further information contact [Tim Jayne](#).