



The PORT OF OLYMPIA is currently accepting sealed bids for:

Request for Proposals # 2021-1002
2021-2023 SECURITY GUARD SERVICES V2

The Port of Olympia (Port) is soliciting sealed bids from qualified individuals or firms to provide scheduled security guard services to various locations, including the Marine Terminal, the Swantown Marina and Boatworks, and public access areas.

Scope of Services.

The Port of Olympia has several administrative offices, and satellite facilities that require regular, reliable security guard services.

Contractor will provide:

1. On-site location and roving security guard services for the Port of Olympia. These services shall be bid and compensated at a flat monthly rate.
 - a. One—Site Supervisor (40 hours per week), who will also oversee security at the main Marine Terminal guard house gate
 - b. One—Marine Terminal Gate security officer (25 hours per week)
 - c. One—Swantown Marina roving security guard (90 hours per week)
2. On-call security guard services for in-port vessels. This work will be scheduled in advance and must be pre-approved and coordinated by the Project Manager. Services will be bid at an hourly rate and not expected to exceed 3800 hour per 12 months.
3. Over-time rates will be paid at 1.5x the standard rate.
4. A \$20,000 contingency will be provided for on-call work. This work must be pre-approved and scheduled by the Project Manager, and will be compensated at the hourly rates provided for regular services.

Site specific and full scope is outlined in RFP 2021-1002 V2, Attachment B – Scope of Work.

The initial contract term is June 1, 2021 through May 31, 2023, with an option to renew for no more than two, additional, one-year periods. Adjustments to monthly fees may be made, subject to negotiation and mutual agreement.

Sealed Bid Packets will be received at the Port Administration Office, 606 Columbia Street NW, Olympia, Washington until 2:00 p.m. on Thursday, April 8, 2021; special submission requirements apply – see page 8, “*Submission of Bids.*”

Disadvantaged, Minority, and Women’s Business Enterprises are encouraged to respond. The Port of Olympia does not discriminate on the grounds of race, color, religion, national origin, sex, age or handicap in consideration for a project award.

The Port of Olympia reserves the right to reject any and all proposals, waive technicalities or irregularities, and to accept any bid if such action is believed to be for the best interest of the Port.

The Request for Proposal, addenda, and any reference documents for this project will be available on the Port of Olympia website located at:

<http://www.portolympia.com/192/Contracting-with-the-Port>

Beginning March 25, 2021 through April 8, 2021. Solicitation addenda will also be posted to this site. It is the responsibility of interested parties to download any applicable addenda or additional materials, uploaded to this site, for the purposes of preparing a response to this Request for Proposal.

Dated this 25th day of March, 2021.

Port of Olympia
Senior Contract Administrator
Contracts@portolympia.com

Special Bidding Conditions

1. Bonds.

Bid Guarantees are not required for this solicitation. Performance and Payment Bonds are not required for this contract.

2. Mandatory Pre-Bid Conference.

Bidders are required to attend a mandatory, pre-bid meeting on Tuesday April 6, 2021. Due to COVID-19 restrictions and safety protocols, attendance is limited to one representative per bidder, and shall be at the Port's Marine Terminal at 911 Franklin St, NE, Olympia, WA 98501, at 1100. This meeting will be held outdoors, and will address important considerations for developing a bid. Bidders must sign attendance records at conference to be eligible to submit a bid. Non-attendance will result in the rejection of a bid.

3. Minimum Experience Requirements.

The successful bidder will have at least 5 years of documented experience providing security guard services to businesses, including agencies with secured locations. Three references from current clients (within the last five years) is required.

4. Staff Requirements.

- A. The Security officer is a representative of the Port of Olympia to its customers, tenants, and the public. All prospective contract security employees must meet the following qualifications:
- Be at least 18 years of age.
 - Have a high school diploma or equivalent.
 - Fluent in English with good writing and verbal skills.
 - Meet all applicable Washington State Department of Licensing requirements and possess a current Washington Guard Card.
 - Meet employee eligibility requirements as stipulated in immigration and Naturalization Service Form I-9.
 - Pass a background investigation including education verification, prior employment verification, and criminal history (minimum 5 years). Individuals with felony convictions may not be employed at Port facilities. All associated costs are the responsibility of the Security Services provider.
 - Must possess, or be able to obtain, a Transportation Worker Identification Credentials (TWIC) card. The TWIC™ program is a Transportation Security Administration and U.S. Coast Guard initiative.
 - Successfully pass a drug test. All associated costs are the responsibility of the Security Services provider.
 - Be in generally good health and physically able to perform all security-related duties.
 - Security officer must be fully trained and have a minimum of 20 hours training on the Port site with a competent and knowledgeable instructor provided by the security company prior to their first assigned shift. This is to include vacation and sick time relief.
 - Professional and courteous security officer with training in conflict resolution and verbal intervention tactics.

- Each security officer will be trained in customer service, including awareness of the Port's expectations.
- Each security officer will be trained in report writing, and write legibly.
- A clear understanding by security officer that they are not police officers and are to proceed accordingly.
- All security officers must have first aid training and maintain a valid first aid card. All costs associated will be the responsibility of the Security Services provider.
- All security officers will be uniformed and equipped when on duty on Port property.
- The contract security company will maintain these records and make them available upon request for Coast Guard audits.
- Basic computer skills, including electronic communications knowledge.

5. Coast Guard regulation 33 CFR §105.210.

- A. All prospective contract security employees must have knowledge, through MTSA certification training, in the following:
- Knowledge of current security threats and patterns;
 - Recognition and detection of dangerous substances and devices;
 - Recognition of characteristics and behavioral patterns of persons who are likely to threaten security;
 - Techniques used to circumvent security measures;
 - Crowd management and control techniques;
 - Security related communications;
 - Knowledge of emergency procedures and contingency plans;
 - Operation of security equipment and systems;
 - Testing, calibration and maintenance of security equipment and systems;
 - Inspection, control and monitoring techniques;
 - Relevant provisions of the Facility Security Plan (FSP);
 - Methods of physical screening of persons, personal effects, baggage, cargo and vessel stores; and
 - The meaning and the consequential requirements of the different MARSEC Levels.
 - Familiar with all relevant aspects of the TWIC program and how to carry them out.
 - Proof of MTSA certification must be provided for each guard working at the Port.

6. Hours of Operation and Service Schedules.

Marine Terminal, Swantown Marina, and the Boatworks have standard operating hours Monday-Friday, 8:00 a.m. through 5:00 p.m. Security Services shall be provided according to each location described in Attachment B.

7. TWIC.

All proposed personnel providing services must pass a Port requested background check, and must obtain a Transportation Worker Identification Card ([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/restricted areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC visit www.tsa.gov/twic. All fees associated with obtaining the TWIC are the responsibility of the Contractor.

8. Prevailing Wages.

This contract is ***NOT subject to prevailing wage requirements.***

9. Indemnification.

The Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- ii. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- ii. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

- i. The Contractor's insurance coverage shall be primary insurance as respect the District. Any Insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
- ii. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

F. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the District, the Contractor shall provide evidence of such insurance.

11. Subcontractors.

Subcontractors may not be used to fulfill this contract's scope of services.

Contract Terms.

The initial contract term is **June 1, 2021 through May 31, 2023**, with an option to renew for no more than two, additional, one-year periods. Adjustments to monthly fees may be made upon mutual agreement, with recommendations by March 1 and settled by April 1, prior to the end of each 12-month period, due to wage adjustments and local price indexing.

Preliminary Schedule

Issuance of Request for Proposal	March 25, 2021
Mandatory Pre-Bid Tour	April 6, 2021 at 11:00 AM
Proposals Due	Thursday, April 8, 2021 no later than 2:00 p.m.
Selection of Vendor & Provisional Notice of Award	April 20, 2021
Contract Execution (earliest)	May 11, 2021
Contract Activation (Start date)	June 1, 2021

Port Representative for RFP Questions

For additional information: All queries must be submitted *in writing* to this contact **ONLY** – Responses will be provided as an official addendum available on the Port website.

Email: contracts@portolympia.com.

Inquiries must include RFP# and Title in the email subject line to ensure timely response. Inquiries received after 5:00 PM, on Tuesday, April 6, 2021 cannot be guaranteed a response prior to the bidding deadline.

Preparation of Bids

1. Form of Bid
 - a. Bids shall be submitted on the form provided as Attachment A. A separate cost for each location shall be provided to facilitate separate monthly service billings for each location.
 - i. "Supplemental" Bid Schedules are included for per item or hourly rates for on-call or as requested, additional services. These rates are not factored into the calculations to determine the lowest bidder; however, the per item or hourly rate should align with the overly monthly rate bid for regularly scheduled services. *Rates for per item or hourly rates deemed inconsistent with overall monthly bids (i.e. an unreasonable markup or increased percentage) may result in bid disqualification.*
 - b. All blanks on the bid form shall be filled in by ink or typed.
 - c. Alterations, erasures, or interlineations within the blanks, if any, shall be in ink and initialed by the signer of the Bid. Any erasures or alterations of any kind and

- bids which are incomplete or contain irregularities may be rejected.
- d. The bidder shall make no deletions, additional conditions or stipulations on the bid form or qualify its Bid in any manner.
 - e. The Port reserves the right, but without obligation, to waive informalities and irregularities.

2. Bid Price

- a. All prices on the bid form shall be in U.S. dollars.
- b. For lump sum bids, the total Contract Sum shall be submitted.
- c. For unit price bids a price shall be submitted for each item of the Work, an extension thereof, and, if requested, the total Contract Sum.
- d. The price on the bid form for that element of Work shall include everything necessary for the prosecution and completion of the Work in accordance with the Contract Documents including, but not limited to, furnishing all required materials, equipment, tools, plant and other facilities and all management, superintendence, labor and services, and field design, except as may be otherwise provided in the Contract Documents.
- e. Estimated quantities, if any, set forth on the bid form are estimates only, being given only as a basis for the comparison of Bids, and the Port does not warrant, expressly or by implication, that the actual amount of work will correspond to the estimated quantities. The Port reserves the right to increase or decrease the amount of any class or portion of the Work and to make changes in the Work as the Port may deem necessary or appropriate.
- f. Prices shall be expressed in both the dollars and cents.

3. Bidder's Name and Signature

- a. The bid form shall include the legal name and contractor registration number of the bidder and shall indicate whether bidder is a sole proprietor, a partnership, a corporation, joint venture, or other legal entity. The bid form shall be signed by a person legally authorized to bind the bidder to a contract and shall indicate the bidder's address. A bid form signed by an agent shall have a current power of attorney attached certifying agent's authority to bind the bidder. Upon request of the Port the bidder shall provide corporate or partnership documentation evidencing the bidder's legal status and showing the authority of the person signing the bid form to execute contracts on behalf of the bidder.
- b. The bid form shall not become a part of the Contract Documents except by inclusion into the Agreement.

Submission of Bids

In submitting the Bid and Proposal Packet, you acknowledge the Port shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any proposer in anticipation of the Port's approving or disapproving any proposed agreement. The Port may accept or reject any proposal or proposed agreement without limitation. Nothing in this RFP or in subsequent communication creates any vested rights in any person.

IMPORTANT NOTE:

Due to COVID19 concerns, limited office accessibility, and the Port of Olympia's commitment to maintain social distancing to protect staff, our partners, and the public – Bidders shall submit a SINGLE (one), high-resolution PDF Proposal (Bid) Packet via email to: Contracts@portolympia.com. It is the submitting Bidder's responsibility to ensure the Port has received the transmitted document(s) prior to the deadline. The Port is not responsible for unreadable (i.e. corrupt), mis-delivered, or lost transmissions.

DO NOT copy any other Port staff member or department as an addressee – This is a formal, advertised process and proposals are to remain as CONFIDENTIAL in the Senior Contracts Administrator's sole possession until the submission window closes and all received packets have be reviewed for responsiveness. Failure to conform to this requirement **will** deem your submission non-responsive and ineligible for further consideration or award.

All submittals are due by **2:00 p.m., Thursday – April 8, 2021**, to:

Email: contracts@portolympia.com

It is the Bidder's responsibility to verify the Port's receipt of its bid.

Emailed bids must include the following text in the subject line to ensure timely receipt and inclusion in the public bid opening:

**Port of Olympia, #2021-1002
2021-1023 Security Guard Bid V2 Submittal**

Bid Evaluation

Bids will be reviewed for responsiveness and responsibility criteria, as well as checked for accuracy beginning on April 9, 2021. This purchased services contract will be awarded the lowest, responsive and responsible bidder; however, Port staff will review bid materials, check references, etc. as a part of determining conformance with responsibility criteria.

The Port, in its sole discretion, reserves the right to determine Bid irregularities which render a Bid non-responsive, and to waive informalities and immaterial irregularities in the Bid. A Bid shall be considered irregular and may be rejected by the Port as non-responsive for reasons including, but not limited to:

- a. If the bid form furnished or authorized is not used or is altered;
- b. If the bid form or any required supplemental documents are incomplete, contain any additions, deletions, conditions, or otherwise fail to conform to the Port's requirements;
- c. If the bidder adds any provisions reserving the right to reject or accept the award, or enter into the contract;
- d. If the Bid is not properly executed, or shows an incorrect amount;
- e. If the Bid fails to include a price for every bid item; or,
- f. If the Port deems any of the bid prices to be excessively unbalanced either above or below the amount of a reasonable bid price for the item of Work to be performed, to the potential detriment of the Port.

In determining "lowest responsive and responsible bidder", in addition to price, the following elements shall be given consideration:

- a. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- b. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. Whether the bidder can perform the contract within the times specified;
- d. The quality of performance of previous contracts or services; and,
- e. The previous and existing compliance by the bidder with laws relating to the contract or services.

Final bid results will be available by no later than April 15, 2021, and will be emailed to responding bidders, posted to the Port's website, and available by submitting a written request to contracts@portolympia.com.

Bid Validity

All Bids submitted shall be valid and binding on the bidder for a period of sixty days following the Bid submittal deadline and for any extension of time granted by the bidder.

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, pre-apprenticeship, and/or on-the-job training.

The Port of Olympia encourages disadvantaged, minority, and women owned 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 Contractor should identify any portions of the information submitted that the Contractor deems exempt from the public disclosure requirements.



PORT of OLYMPIA

ATTACHMENT "A"

BID FORM

The undersigned bidder declares that it has read the specifications, understands the conditions, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

And, bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc., including all work incidental to, or described or implied as incidental to such items, according to the Contract Documents of the Port of Olympia, and that the bidder will complete the work within the time stated, and that bidder will accept in full payment therefore the unit price(s) and/or lump sum price as set forth in the bid below:

Bidding prices for each line item is based on a flat monthly rate x 12 months. Rates will automatically renew for second year, if rate review is not requested and increases approved via signed amendment prior to May 31, 2022.

Schedule A: Bid for Services, June 1, 2021 through May 31, 2022

Item No.	Description	Rate	UOM	X	Unit Price
1.	Security Site Supervisor 40 hours per week. Flat Monthly Rate	\$	Monthly	12	\$
2.	Marine Terminal Front Gate Security Officer 25 hours per week/Flat monthly rate	\$	Monthly	12	\$
3.	Swantown Marina – Weekend & Evening Roving Security Officer 90 hours per week/Flat monthly rate	\$	Monthly	12	\$
4.	Vessel Guards, estimate not to exceed 3800 total hours in a 12 month period.	\$	Hourly	3800	\$
5.	Contingency – only available with prior approval by Project Manager	\$20,000	Lump sum	1	\$ 20,000
Annual Estimated Total					\$
TOTAL BID (annual amount x2 yrs)					\$

ADDENDA ACKNOWLEDGEMENT:

Receipt of all Addenda through No. _____ is (are) hereby acknowledged.

Required References (Must be current within the last 5 years)

1. _____
Contact Name _____ **Telephone Number** _____
_____ **Company Name** _____ **Email Address** _____

2. _____
Contact Name _____ **Telephone Number** _____
_____ **Company Name** _____ **Email Address** _____

3. _____
Contact Name _____ **Telephone Number** _____
_____ **Company Name** _____ **Email Address** _____

NONCOLLUSION:

The undersigned declares under penalty of perjury that the bid submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

_____ Name of Firm _____

Signature By (Type or Print) Title Date

_____ Mailing Address City State Zip Code

_____ Telephone Number E-mail

Washington State Contractor's License No. _____

Date of Issue _____ Expiration Date _____

Federal Tax ID No. _____

Bids submitted without a signature will be determined non-responsive.

RFP #2021-1002
2021-2023 Security Guard Services V2

ATTACHMENT “B”
Scope of Work

General Scope of Services

The Port of Olympia has several administrative offices, and satellite facilities that require regular, reliable security guard services.

Contractor will provide:

1. On-site location and roving security guard services for the Port of Olympia. These services shall be bid and compensated at a flat monthly rate.
 - a. One—Site Supervisor (40 hours per week), who will also oversee security at the main Marine Terminal guard house gate
 - b. One—Marine Terminal gate security officer (25 hours per week)
 - c. One—Swantown Marina roving security guard (90 hours per week)
2. On-call security guard services for in-port vessels. This work will be scheduled in advance and must be pre-approved and coordinated by the Project Manager. Services will be bid at an hourly rate and not expected to exceed 3800 hour per 12 months.
3. Over-time rates will be paid at 1.5x the standard rate.
4. A \$20,000 contingency will be provided for on-call work. This work must be pre-approved and scheduled by the Project Manager, and will be compensated at the hourly rates provided for regular services.

Marine Terminal-Specific Scope of Services:

The Port’s marine terminal is a Coast Guard regulated facility with rules set through the Facility Security Plan (FSP). The FSP dictates that the Port will provide a security guard at the main gate during normal business hours (between 5:00 AM and 6:00 PM, Monday through Friday), and 24-hours per day while a vessel is in port, and other times as operations and/or MARSEC levels dictate.

For general day-to-day services when a vessel is NOT in port, the Port will require one (1) guard. Two (2) guards are required while vessel is on berth. Based on operational circumstances, the Port may require up to 8 additional guards upon 24 hours, or less, notice. Note that support will be needed for night and weekend operations as well as normal business hours.

During Marine Security MARSEC level I security is in place; all-normal security activities will take place. During MARSEC level II, the following security requirements will take place; all-normal security activities will take place with one modification; an additional Port-roving guard will drive by the terminal area hourly to show a security presence. During MARSEC level III, the following security requirements will take place; all-normal security activities will take place with one modification; one additional guard will be placed in the port terminal area. Services to be provided include manning the front gate guard building to check-in/out visitors and personnel, duties to comply with Coast Guard Regulation 33CFR105.210 and other duties as requested.

See Exhibit C for Marine Terminal Main Gate Officer Procedures/Post Orders.

Swantown Marina and Boatworks, and Public Access Areas-Specific Scope of Services:

1. Security Company will provide 90 hours per week roving security service.
2. Hours of duty shall be Monday – Sunday, 1800 to 0400 (70 hours) 20 hour per week varied days.
3. A 24-hour response time to Port staff requests.
4. An area supervisor will periodically check the guard's performance of assigned duties during each shift.
5. Port will make requests for additional security staffing 48-hours advance notice of service date.
6. Security patrol is utilized as a primary means of monitoring the facility:
 - Patrols are undertaken regularly and include the perimeter of the facility; the grounds, buildings, facilities, vehicles, equipment, docks and vessels; restricted areas.
 - During patrols, security equipment, lights, gate locking mechanisms, points of entry in to buildings and windows are checked.
 - All shift activity is to be logged and submitted to the Port's representative at shift end.

See Exhibit D for Swantown Marina and Boatworks, and Public Access Post Orders

Guard Tour Verification and Data Collection:

The services provider must provide, install, and maintain a guard tour verification/time clock software system. Examples include; Detex Reliant Plus, Detex ProxiPen, Guardquest, and Amano PR600. This list is not exclusive. Vendor may select any system that meets the following minimum requirements:

- Provide uninterrupted record of guard's activities for up to 120 hours
- Must have a minimum of five (40) touch entry recording stations.
- Must record location, date and time
- Must be able to produce reports: exception, incident, summary, database history

Port Vehicle Usage and Other Provided Equipment:

1. Vehicle.

The Port will provide a vehicle for use by the security guards as follows The Port will provide primary insurance for the vehicle. The security services firm will be responsible for their employees, agents and/or representatives' negligent acts which result in any injury, death or property damage while utilizing the Port's vehicle.

- a. Vehicles will be for use on the Port peninsula for the purposes of doing security duties.
- b. Security services firm may transport a limited number of passengers that are Port business related including the transport of the ship's crew or others working on the vessel from the dock to the main gate.
- c. Vehicles are not to be used to pursue a suspect off of Port property (guards are to call 911 per directive).
- d. All drivers must maintain a Washington State driver's license and have a clean driving record. The security services provider must provide the Port with an annual driving abstract for each employee operating a Port vehicle. All costs associated with this requirement are the responsibility of the security services provider.

- e. The use of alcohol or illegal drugs is prohibited on Port property.
 - f. Operating a vehicle while under the intoxication of any substance causing impairment is prohibited.
 - g. All vehicle occupants are to be properly seat-belted.
 - h. Only hands free cell phone calls are permitted while driving.
 - i. Officers must be 18 years old or older.
 - j. No smoking is allowed in the vehicles or Port buildings per Port policy.
 - k. It is preferred that all drivers take a defensive driving course.
 - l. The security services provider will be responsible for fuel charges up to \$250.000 per month. This cost will be incidental to the hourly rate as proposed on the enclosed bid form.
- 2. Port Provided Cell Phones.**
The Port will provide the guards with cell phones, as needed, to be used exclusively for Port business.

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2021-2023 Security Guard Services V2

ATTACHMENT "C"
Marine Terminal Main Gate Officer Procedures/Post Orders

(10 pages embedded)

**PORT OF OLYMPIA
MAIN GATE SECURITY OFFICER PROCEDURES
Updated 09/25/2020**

1. START OF SHIFT/END OF SHIFT PROCEDURES
2. CHECKING IDENTIFICATION AND SIGN-IN
3. ESCORTING PROCEDURES
4. SIGN OUT PROCEDURES
5. COMMUNICATIONS/WHO TO CONTACT
6. MARSEC PROCEDURES
7. EMERGENCY PROCEDURES
8. GENERAL SAFETY INFORMATION
9. PROCEDURES FOR LEAVING THE POST
10. MAPS AND HOLIDAY SCHEDULES
11. VEHICLE INSPECTIONS
12. DURING MILITARY OPERATIONS
13. DURING NON-MILITARY VESSEL OPERATIONS
14. CB AND RADIO PROCEDURES
15. MISCELLANEOUS

1. START OF SHIFT PROCEDURES

The daily visitor list will be emailed to you the previous afternoon. If you do not have the list, Conley Booth will provide it to you once they come on shift.

The gates should be kept open unless otherwise instructed.

END OF SHIFT PROCEDURES

Shred the old daily visitor and crew lists as they are not needed anymore. These documents sometimes contain confidential information and should not be thrown into the trash. **DO NOT** shred the visitor sign-in sheets. The sign-in sheets must be maintained.

Turn off the radio and set on the charging base to charge. Charge the cell phone and CB as needed.

Close the gates and perform a roving patrol at the end of the shift at 1700 hours.

2. CHECKING IDENTIFICATION AND SIGN-IN

Check the ID of each person coming onto the facility. Staff, tenants and longshore have been informed to have their TWIC cards with them at all times. If the person has a TWIC card and works in the facility, allow them un-escorted access to the facility without signing in.

If a person does NOT have a TWIC card, check their driver's license or other government issued photo ID. If they appear on the visitor list or can be verified by calling the person to whom they wish to visit, log the person in on the visitor list and issue that person a numbered visitor pass and instruct them to return it during final check-out. This person must be escorted.

If a staff person, tenant or longshoreperson has a TWIC card but has forgotten it, check them in as a visitor. Log them in on the visitor list and issue a numbered visitor badge and instruct them to return it during final check-out. This person must be escorted.

All examinations of TWIC cards must be done by asking the visitor to remove the card from the holder and to hand it to you. This will allow the security officer to examine the TWIC to ensure that the photo is of the individual who presented it, that it is not expired and that it has not been visibly tampered with. Any suspicious TWIC cards should be reported to the USCG/TSA via the FSO or AFSSO and should be held at the main gate.

If the visitor is coming in and out of the facility throughout the day, such as a truck driver, you will only need to check their ID and sign them in once upon their first arrival. The driver will present their visitor badge to you as ID upon each subsequent visit. North gate access cards may be checked out for the day if the driver is visiting Weyerhaeuser and it is a safer route to get them where they are going. Cards must be issued to TWIC card holders or to the driver who is being escorted. The access card must be returned each day.

All inbound log container trucks must be opened at the front gate prior to entrance. The driver will open the container for you to ensure the truck is empty. If cars are waiting while the driver is opening the container, walk down the lane and check in the vehicle(s) while the truck driver is opening the container.

All minors must be signed in using the normal procedures. ID is not required, but if the individual is a teenager request to see their ID as they may have it.

Remind everyone you sign in to check out with you and return the visitor badge/north gate card upon their final departure.

Security officers should be courteous and friendly with all who visit our facility. The check-in process should be efficient as to not make other people wait in line for undo reasons.

Security officers should wear the prescribed uniform. If working outside the guard building, a high visibility coat or vest is also required.

3. ESCORTING PROCEDURES

All non-TWIC card holders will need to be escorted either in person or via the cameras. First, establish if the visitor is on the visitor list. If they are on the list it will indicate who to contact as their escort. If they are not on the list inquire as to who they wish to visit to establish your POC.

- If the visitor is going to a log yard (all log truck and container log truck drivers), call the appropriate yard operator on the CB.
- If the visitor has a meeting with a specific Port staff member or tenant, call that person on the radio or phone.
- If the visitor is using the truck scales, making mail, supply or service deliveries to the Port, or a truck driver who wishes to pick-up or deliver to the warehouse, call Conley Booth at 360-528-8007/360-584-2474 or on the Port radio on the security channel.
- If the visitor is going to the vessel, contact the gangway security officer by radio.

If you cannot reach your intended POC please call Dan Musser 360-239-7106 or Len Faucher 360-870-0003 as an alternate.

4. SIGN-OUT PROCEDURES

Each visitor should stop to check out upon final departure. Check each visitor off of the sign-in sheet and retrieve their visitor badge and/or north gate card. All others will drive off the facility without stopping.

5. COMMUNICATIONS/WHO TO CONTACT

The visitor list will identify the POC for the planned visitors in the right-hand column.

A Port staff directory is located in the pocket of this binder. This lists the office and cell phone number of each Port staff member.

Marine Terminal Contacts:

- Dan Musser, Maintenance Foreman and FSO: 360-239-7106 cell or the maintenance channel on the radio

- Len Faucher, Marine Terminal Director and AFSSO: 360-870-0003 cell, 360-528-8015 office, security channel on the Port radio
- Conley Booth, Operations Coordinator: 360-528-8007 office, 360-584-2474 cell, security channel on the Port Radio
- ILWU Local 47: 360-357-5915 Longshore Hall
- Holbrook Inc log yard: Channel 30 on the CB
- Weyerhaeuser log yard: Channel 10 on the CB

If you have maintenance needs with the building or equipment, call Dan Musser.

If you need office supplies or have a question about janitorial service, call Conley Booth.

Any general questions, concerns, reports of suspicious activity or problems with uncooperative visitors should be directed to the FSO Dan Musser or AFSSO Len Faucher.

If you need to reach someone for something other than escorting, it is best to call on the phone in order to keep the radio line open for operations.

During an emergency situation, follow the emergency protocols. Report all incidents immediately. A digital camera is kept at the guard building to take photos at the site of an incident, if needed. Keep the camera charged.

Keep the radio, CB and cell phone charged. The radio must be turned in the "OFF" position in order for it to charge on the base. The CB has rechargeable batteries. The charger is located in the desk drawer.

To retrieve voice mail messages on the cell phone:

- Press the button under "Message" in the upper left corner
- Use the down arrow key to select voice mail
- Press OK
- Press OK again to open voice mail
- Your password is "1234"

6. MARSEC PROCEDURES

MARSEC Level I

1. Maintain Security Guard at the main gate.
2. As per MARSEC Directive 105-3, searches are conducted in the following manner by the security guard and/or FSO.

Access Control	MARSEC 1
Pedestrians, baggage and personal effects	5%
Vehicles and occupants transporting cargo; vehicles of employees and tenants.	5%
All other vehicles including vendors	15%

3. Post Signs (ensure signs indicating everyone is subject to search and all possessions are subject to seizure are posted.)
4. Check Identification of all persons entering the facility (All personnel on the facility must possess a government issued, plastic laminated or tamper-proof type, picture identification.) TWIC cards may be used as identification however does not give TWIC holders the right to gain access to all areas of the facility.
5. Deny or revoke authorization (Procedures are in place to revoke a person's authorization for being on the facility and the Olympia Police Department is aware of the provision that they will be called in those cases.)
6. Designated restricted areas are:
 - 50-foot setback adjacent to all vessels while at berth.
 - Computer server room, data container and office.
 - The FSO's office building and filing cabinet with FSP.
 - The Marine Terminal Director, AFSSO's office and the Operations Coordinator's office located in the Gatehouse building.
 - The main entrance guard building.
 - The stormwater treatment building.
7. Deter unauthorized access by maintaining a security guard at the Main Gate at all times the facility is open for business. In the absence of personnel working, the facility will be locked and only a roving security patrol will enter the facility.
8. When a vessel is present at the facility, the main gate will be manned during business hours by a security guard and a second guard will patrol the security of the dock area restricted area.
9. Unaccompanied baggage is not accepted.

MARSEC Level 2 (In addition to MARSEC Level 1)

Increase frequency and detail of screening to the following: Access Control	MARSEC 2
Pedestrians, baggage and personal effects	25%
Vehicles and occupants transporting cargo; vehicles of employees and tenants.	10%
All other vehicles including vendors	50%

1. Establish a roving security at all times.
2. Denying access to visitors without personal verification by the person being visited.
3. Deny waterfront access (The frequency of roving security is increased with the addition of looking out beyond the berths paying particular attention to the waterway.)
4. Notify vessels at berth and execute a new DOS.

MARSEC Level 3 (In addition to the measures in MARSEC Level 2)

1. Increase screening persons and possessions. (100% screening.)
2. Prepare to cooperate with responders (Notify all response agencies of the MARSEC Level 3 and review their response capabilities and procedures.)
3. Grant access only to responders to security incidents.
4. Access for all visitors to the facility must be approved by the FSO.
5. Suspending access to the facility (and the North gate will remain locked. All access through the main gate.)
6. Evacuating the facility (Evacuation will be conducted as per the Facility Emergency Response Plan if necessary as determined by the FSO and Marine Terminal Director.)
7. Restricting pedestrian and vehicle movements by visitors, employees, ship and labor organization personnel on the grounds (All movements will be approved and monitored by security in conjunction with the FSO approval.)
8. Increasing security patrols (Frequency will increase around restricted areas, warehouse and the waterfront. The Port Security boat will be on active standby and utilized as directed by the FSO, Marine Terminal Director and Law Enforcement.)

7. EMERGENCY PROCEDURES

Police and fire department personnel do not need to show ID or have a TWIC card. You do not need to check-in or sign-in first responders during emergency or non-emergency visits.

In the event of an emergency, Port staff, stevedore or a tenant will contact you via radio or cell phone to alert you that 911 has been called and first responders are enroute. A marine terminal staff person, stevedore or tenant will be stationed near the front gate to direct the emergency vehicles to the location of the incident. Tenant emergency procedures are attached.

Follow the procedures set forth for emergency response. If you are a witness to an incident, once safe to do so gather pertinent information (contact information, photos, etc). This should be noted in the guard report and reported to the FSO or AFSO as soon as possible.

Drills and exercises will occur on a regular basis. Security officer participation may be required.

8. GENERAL SAFETY INFORMATION

A first aid kit and a fire extinguisher are located in the guard building.

No smoking is allowed within 25 feet of the guard building.

A high-visibility vest or jacket will be worn while outside the guard building.

An automatic external defibrillator (AED) is located in the lobby of the scalehouse building. It is mounted on the wall by the front counter. There is also an AED unit in the security truck.

In the event of an earthquake or fire, the staff from the gatehouse will gather in the parking lot near the former main admin building. The maintenance staff, if working near the shop, will evacuate near the SE corner of the shop. The main gate officer should leave the main gates open and evacuate to the front of the guard building a safe distance away. Have the radio and cell phone with you for emergency contact purposes.

In the event of a protest at the main gate, the officer should exit and secure the building, come inside the facility and close the gates. Have the radio and cell phone with you for emergency contact purposes. Contact FSO Dan Musser or AFSO Len Faucher to inform them of the situation.

9. PROCEDURES FOR LEAVING THE POST

The gates must be closed if you leave the guard building to use the restroom. Place the sign in the window indicating your temporary absence. The officer cannot leave the post for lunch or coffee breaks without another security officer available to cover the gate.

If closing the guard building while a vessel is at berth, leave the radio microphone in the outside covered receptacle with the sign to call for the vessel security officer.

10. MAPS AND HOLIDAY SCHEDULES

A map is included in this manual that indicates the location of the buildings, berths and gates by their common names.

General business hours will be Monday – Friday, 0500-1800 for the guard building.

Port holidays include the following:

- January 1, New Year's Day
- Third Monday of January, Reverend Dr. Martin Luther King, Jr.'s Birthday
- Third Monday of February, President's Day
- Last Monday of May, Memorial Day
- July 4, Independence Day
- First Monday of September, Labor Day
- November 11, Veteran's Day
- Thanksgiving Day, Fourth Thursday of November
- Friday following Thanksgiving Day
- December 25, Christmas Day

The tenants may be open for business during Port holidays. They may also be closed between Christmas and New Year's Day. Check with Conley Booth for the current schedule.

11. VEHICLE INSPECTIONS

Officers will conduct checks of vehicles during the shift as indicated in the MARSEC Procedures section. The checks will be a cursory check of the vehicle and nothing more. The officer will have the driver open the trunk, the officer will look inside, not touch anything, close the trunk and thank them for their cooperation. All log container trucks must be checked and a sampling of other vehicles and trucks. See the MARSEC instructions for further information.

12. PROCEDURES DURING MILITARY OPERATIONS

There will be 100% Identification check on ALL persons entering the facility, as is standard operating procedure.

Additional officers will be on duty at various posts around the terminal. These officers could be from the security vendor, military, local law enforcement or other private companies.

Vehicle inspections will go to 25% during military operations.

The 833d Transportation Battalion will supply a radio to the front gate to assist with their communications.

Be aware of suspicious activities and report them immediately to FSO Dan Musser or AFSSO Len Faucher. Be prepared for protest activities and gate closures. Do not confront or engage, verbally or physically, with protestors. If an incident escalates, call 911.

13. PROCEDURES DURING NON-MILITARY VESSEL OPERATIONS

All taxis and ride transportation networks (ex: Uber/Lyft) should pick up and drop off crew passengers at the front gate.

When a vessel is in port, an additional security officer will be posted on the berth. This officer will have a radio to allow communications with the main gate. If crew members depart the vessel, the officer will call to alert the main gate. When the crew members return, call the vessel officer to alert him/her.

You will be supplied with a crew list by the FSO or AFSSO upon vessel arrival after the DOS has been issued. If there are crew members on the list who are not allowed to leave the facility, it will be so noted.

Any crew members walking to/from the main gate should be given a high-visibility vest to wear. During shifts when the vessel is not working, the vessel security officer is permitted to drive the crew members to and from the front gate. The vessel security officer must alert the front gate security officer that they are leaving their post.

14. CB AND RADIO PROCEDURES

Keep in mind that during operations, there will be traffic on the radio. Should you need to speak with the maintenance team during a busy period, use the telephone.

At night, radio will need to be charged. Ensure that the radio is in the "OFF" position or the radio will not charge.

The radio and CB are labeled with the channels as outlined in the communications section.

15. TRAINING

All security officers will receive initial training from their employer (contractor) with Port specific training provided by the FSO and or AFSSO. Periodic training & refresher training will be provided by security contractor as necessary at no cost to the Port.

Proof of MTTA certification must be provided for each guard working at the Port. Records of this training are maintained by the FSO.

33 CFR § 105.210 - Facility personnel with security duties.

1. Knowledge of current security threats and patterns
2. Recognition and detection of dangerous substances and devices
3. Recognition of characteristics and behavioral patterns of persons who are likely to threaten security
4. Techniques Used to circumvent security
5. Crowd management and control techniques
6. Security related communications
7. Knowledge of emergency procedures and contingency plans
8. Operation of security equipment and systems
9. Testing, calibration, and maintenance of security equipment and systems (This item is job specific.)

- 10. Inspection, control, and monitoring techniques
- 11. Relevant provisions of the Facility Security Plan
- 12. Methods of physical screening of persons, personal effects, baggage, cargo, and vessel stores
- 13. The meaning and the consequential requirements of the different MARSEC Levels
- 14. Familiar with all relevant aspects of the TWIC program and how to carry them out.

Any other training required by the security company.

16. MISCELLANEOUS

The janitors will clean the guard building two times per week during the main gate work shift. They will empty the trash and clean the floors and surfaces. They do NOT empty the recycling. On Fridays the Marine Terminal maintenance crew makes the rounds to all of the buildings to empty out the paper bins.

Periodic meetings will occur between Port management and the security vendor to ensure procedures are being followed, to discuss incidents and ways to improve operations.

If the security supervisor has new security officers or existing staff that has been issued a new TWIC card and they need gate access, they must arrange for their TWIC cards to be put in the gate opener system with Conley Booth. If a security officer no longer works for the security company or at the Port facility, Conley Booth must be notified to remove their access.

If a flag is on site at the marine terminal, it should be lowered and raised as per protocol from the State of Washington.

By signing below, the officer acknowledges reading and understanding these procedures.

Name

Date

Name Printed

Name

Date

Name Printed

Name

Date

Name Printed

RFP #2021-1002
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ATTACHMENT “D”
Swantown Marina and Boatworks, and Public Access Post Orders

(4 pages embedded)

Port of Olympia/Marina Guard SOP

1700

Sign into Vision at the Marina Office. Check in with Marina Staff for Pass-Downs and Dock Audit Sheets. If there is no Vessel Guard on duty, pick up the Marine Terminal cell phone at the main gate. Pick up all equipment and keys. Check Activity Reports & Pass Downs from previous shift. Make checks of the Marina Office and Surrounding Areas. Check all doors, windows, safe, sheds and Port Vehicles. Check Dry Storage area and Mini Storage Units. Check the Tree line between the Port Terminal fence and Marine Drive for any unauthorized activity. Lower the Flags at the Marina Office and fold for storage inside. Inspect Security Truck. *(Bar Code is on office front door.)*

1730

Washington Street and Market Center Parking Lots: Close and lock gate. *(No bar codes.)* In route to the parking lot, check the railway gate at the Port Terminal from the Market St. side.

1800 – 1830.

Boatworks: Check the Work Dock and conduct audit of boats currently moored. Walk the perimeter fence line inside and out. Check the Boatworks office, Maintenance Bay and Maintenance Bay Office. Check all boats in the Boat Yard. Check all Port Vehicles. If found unlocked check for keys, remove and put in Maintenance Bay Office after locking vehicle. Close the Travel Lift gate and lock the Pettit Gates. *(Bar Codes: On Work Dock at light pole with Life Ring – On Power Box South Side of Boatworks Office – Inside Maintenance Bay Office on door – South Trail Bar Code is on the fence East side of gate)*

Return to and patrol Marina Site before proceeding. Check the Upper Parking Lot, fenced storage and the North Point Park.

1830

Patrol the Port Plaza. Check the Tower, Guest Dock and walk the Plaza perimeter. Check the North Fence Line and gates bordering the Port Terminal. 4 hours grace period at Guest Dock after which moorage must be paid. *(Bar Code on Guest dock, left side half way down.)*

1900 - 1930

Patrol the Port Terminal. Check the scale house doors, warehouse, old Port office complex, maintenance office doors, log yard, maintenance bay doors, Cascade Pole Water Treatment Plant building doors *(any problems noted at the Cascade Pole Water Treatment Plant should be reported immediately to Don Bache)*, Stormwater Treatment Plant doors *(any problems with the Stormwater Treatment Plant should be reported immediately to Paul Mickelson)*. Check all Port vehicle doors. If keys found in ignition, remove and put on Maintenance Foreman's desk. Check the Brusco Tugs. Check warehouse. Longshore breakroom and the upstairs area. Turn out any lights left on including those in the warehouse. Check all vessels moored at dock. If present, check in with Vessel Guard and provide refueling service when necessary. Patrol the log yard

and the entire Terminal perimeter checking all gates. Check layberth vessels if in port. When entering or exiting the Port Terminal always ensure that the gate has closed completely before proceeding. (*Bar Codes: guard house door, scale house door – old Port office back left side of building – maintenance foreman’s office door.*) When there is no Vessel Guard on duty it is the responsibility of the Marina Guard to carry the Port phone and respond to any Terminal needs when requested.

Return to and patrol Marina Site before undertaking other patrols.

2000

A-BW Docks. Check all boats, mooring lines, power cables and boat water lines. Complete audit of all boats moored at both A and BW Docks. Check the fuel dock, fuel dock office and pump out station. Check the OAR Building and surrounding areas. Check the JKL Restrooms outside including the roof. Check the Upper Parking Lot. (*Bar codes on the North door of OAR Building & JKL Laundry and Shower Doors*).

2100

Boatworks: Check all boats, restroom, gates and work dock. Walk the perimeter fence line inside and out. Lower all ladders not secured and note all boats that appear to be occupied. Lock the Travelift gate and front gate when leaving.

2130

Port Plaza. Check the Guest Dock and Tower, locking the Tower Gate. Walk the plaza perimeter checking the North Fence line and gates.

Return to and check Marina Site before proceeding.

2200

Launch Ramp Parking/Upper lot. Patrol the upper parking lot and notify all visitors that you are locking front gate. Check all unoccupied vehicles for payment receipts and issue parking violations if necessary. Check the North Point Park and Trail. Check the Anthony’s Hearth Fire Grill Dock. No overnight Camping permitted. The 2200 closing time is based on summer daylight savings time. The lot is to be closed earlier during the winter months.

Prior to 2400

Complete checks of BC, DEF, GHI and JKL Docks. Check all boats, mooring lines and boat water lines. Check the BC, DEF, GHI and JKL restrooms outside and on the roofs. Check for anything that might pose a safety hazard. Make additional walks of the A/BW, Fuel Dock/Pump-out Station and JKL Docks. Give special attention to J-1, K-1 and L-1. Check from dockside the on-board doors, hatches and the surrounding water ways at J-1, K-1 and L-1. (*Bar Codes inside entrance gates and at the end of each dock.*)

2400 - 0200

Marina Restrooms, Showers, Laundry Rooms and Parking Lot Audits. Check to ensure all site facilities are clean, supplied and free of maintenance issues. Check all vehicles in parking lots for tenant hang tags or guest pass receipts. Issue parking violations when needed. Check for any unauthorized activity such as non-tenants sleeping in vehicles, loitering or any transient activity.

0100

Return to the Boatworks Yard. Conduct a patrol of the yard inside and out checking all boats, restroom, Storage Sheds and walking the perimeter fence line inside. Look for any changes that might indicate unauthorized activity inside. Enter and exit through the Boatworks Maintenance Bay Office. Continue around the outside perimeter fence and check the Work Dock.

0100 / 0300

At the completion of the final Boatworks patrol and prior to commencing designated facility openings, Security Officer will conduct continuous patrols of the Marina Site including checks of the A/BW Docks, Dry Storage Area, Upper Parking lot, North Point Park and all Marina Parking Lots.

0315

Open the Washington St. parking lot.

0330

Open the Port Plaza Tower, check Guest Dock and Plaza Perimeter.

Proceed to Terminal Main Gate and print the activity report.

Open the Upper Parking Lot prior to turning in equipment and Activity Report to the Marina Office.

In addition to the aforementioned time specific patrols, additional patrols of site should be repeated throughout the entire shift of all port properties. Vehicle and walking patrols of Marina, Franklin Street railway tracks, Washington Street and the Market Center parking lots. The Port Plaza, Port Terminal, North Point Park, South Trail to Tom's Outboard, Dry Storage, Fuel Dock and Pump-out Station. Watch for any unauthorized activity including loitering, drug or alcohol use and camping. Put any instances of vandalism or maintenance issues in both the activity report and on the maintenance and operations board in the Marina Office. Pick up and dispose of any manageable trash and report anything requiring staff attention.

All afterhours admissions to the Port Terminal must be logged. TWIC Card is required.

Exception being those with TWIC CARDS pre-activated for self-admission. Self admits should be checked periodically to ensure TWIC CARD is current and holder matches ID.

(The Port Terminal is 100% ID verification upon request.) If in doubt, respectfully check.

End of shift – Raise the flags at the Marina Office. Turn in all equipment received and put phones on chargers. File reports and check all Marina office doors when leaving.

The above listed Post Orders are meant as guidelines to the duties to be performed during the patrol officer's shift. With the exception of time specific openings and closures of site facilities, patrols should be performed in a sequence that does not telegraph a predictability that could be used to advantage by someone surveilling the site.

Any changes to these Post Orders will only be implemented with the approval of the Senior Harbor Manager and Port Staff.

RFP #2021-1002
2021-2023 Security Guard Services V2

ATTACHMENT "E"
Sample (Template) Purchased Services Agreement

(10 pages embedded)



PORT of OLYMPIA

PURCHASED SERVICES AGREEMENT NO. 20XX-XXXX

PROJECT: Title

PROJECT NO.: _____ PROJECT MANAGER: Port Staff

CONSULTANT: Contractor Name

CONSULTANT REPRESENTATIVE: Contractor Representative Name

THIS AGREEMENT is made and entered into by and between the **Port of Olympia** (*hereinafter referred to as the "Port"*) and **Contractor Name** (*hereinafter referred to as the "Contractor"*) to **brief description of contract** (*hereinafter referred to as the "Project"*).

The Port and Contractor mutually agree as follows:

A. Description of Work.

Text here. Items of work may include, but are not limited to:

1. **text.**

Work will be accomplished on an as-needed basis, and will be assigned by the Port's Representative as separate Work Orders. The scope, schedule, and estimated cost of each Work Order will be agreed to by both parties prior to commencement of the work.

B. Effective Dates of the Agreement

The length of this Agreement is from **Date through Date**.

C. Compensation

1. As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Contractor the maximum amount as specified in this Agreement. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, materials and supplies, incidental expenses, subcontractor's fees, reimbursable expenses, and equipment expenses.

2. Rate for Service.

This will be accomplished on a time and materials basis at the following hourly rate of \$100 per hour, and will not exceed **\$000**, including any applicable Washington State Sales Tax, without prior written approval from the Port. Reimbursable costs, supplies and materials will be compensated at actual cost + 8% mark-up.

3. Compensation.

To be eligible for payment, Consultant shall submit detailed numbered invoices showing description of work items being invoices, work order number, title of project, total authorized, total current invoice, and balance of authorization. Invoices shall be sent directly to contracts@portolympia.com or a hard copy may be sent to the attention of the Senior Contracts Administrator, Port of Olympia – Finance Unit, at 606 Columbia Street NW, Suite 300, Olympia, WA 98501. Payment shall be made through the Port's ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice. The Port may withhold payment to the Contractor for any work not completed to the Port's satisfaction, until such time as the Contractor modifies such work to the satisfaction of the Port.

4. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
5. In the event Contractor incurs cost in excess of the sum stated above, Contractor shall pay such excess from its own funds, and the Port shall not be required to pay any part of such excess, and Contractor shall have no claim against the Port on account thereof.
6. 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 in the format, specified by the Port, 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. 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.

7. Reimbursables.

The Port will reimburse the following expenses at cost, plus eight percent (8%) markup, when appropriate backup is provided:

- a. Subcontractor fees
- b. Project field supplies consumed in the work
- c. Lab services provided by a third party

8. Overhead.

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

- a. Computer software or hardware usage
- b. Graphics supplies or plotter use
- c. Digital camera or batteries usage
- d. Communications including; Cell phone rental; Fax transmissions; Routine postage or courier

e. Routine reproduction or copying, except for deliverables

D. Representatives.

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

E. Key Personnel.

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

F. Contract Administration, Records, and Right to Audit.

All communications with the Port will be through the Port's Project Manager. The Project Manager shall provide Contractor with all information and documents pertinent to the services Contractor is to perform.

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

Upon the Port's request, Contractor shall make available to the Port all accounts, records, and documents related to the Scope of Work for the Port's inspection, auditing, or evaluation during normal business hours as reasonably needed by the Port to assess performance, compliance, and/or quality assurance under this Agreement.

G. Relationship of Parties.

Contractor, is and shall be at all times during the term of this Contract, an independent Contractor, and not an employee of the Port. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

H. Conflict of Interest.

No officer, employee or agent of the Port who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. Contractor further covenants that in performance of this Agreement, no person having any such interest shall be employed.

I. Compliance with Laws.

Contractor shall, during the term of this Agreement, 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.

Contractor certifies that it has, or shall obtain prior to starting work under this Agreement, all licenses, registrations, permits and/or any other authorization required under federal, state, local or tribal law to perform the work as defined in this Agreement. Contractor agrees to indemnify and hold the Port harmless from and against any claims or demands made or brought against the Port and for costs (including, but not limited to attorneys' fees and costs), the Port incurs due to the Contractor's failure to: (1) comply with all applicable laws and regulations, and/or (2) have or maintain the required licenses, registrations, permits and/or other authorizations, as required by this Agreement.

In the event Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then Contractor authorizes the Port to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand made to the Port by the governmental body. Any such payments shall be deducted from Contractor's total compensation.

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

J. Ownership of Work.

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

K. Standard of Care.

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

L. Disclosure.

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

M. 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 in a PDF format or other format specified by the Port. Deliverable drawings shall be prepared in accordance with the Port's standard format. The Port may offset from the Contractor's fee expenses incurred by the Port in correcting drawings or specifications not prepared in accordance with the Port's procedure.

N. Indemnification.

The Contractor shall defend, indemnify and hold the District, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the District.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the District, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

O. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the District's recourse to any remedy available at law or in equity.

1. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

- a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The District shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the District.
- c. Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

2. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

- b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
3. Other Insurance Provisions
 - a. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance
 - b. The Contractor's insurance coverage shall be primary insurance as respect the District. Any Insurance, self-insurance, or insurance pool coverage maintained by the District shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.
4. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
5. Verification of Coverage

Contractor shall furnish the District with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.
6. Subcontractors

Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the District, the Contractor shall provide evidence of such insurance.

P. Competitive Specification.

If the scope of work includes development of specifications:

Contractor 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.

Contractor 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. Contractor 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.

Q. Time.

Time is of the essence in the performance by the Contractor of the services required by this Agreement. The Contractor shall complete its services within the milestones set forth in the project schedule.

The Port may suspend this Agreement, at its sole discretion, upon one week's advance notice to Contractor. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Contractor's reasonable expenses, and shall be subject to verification. Contractor shall resume performance of services under this Agreement without delay when the suspension period ends

R. Termination.

The effective dates of this Agreement are as specified. Anything to the contrary herein notwithstanding, Port may terminate this agreement upon immediate verbal notice, followed by written notice within 2 business days.

S. Assignability.

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

T. Disputes.

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

U. Non-Discrimination.

During the term of this Agreement, the Contractor shall not create barriers to open and fair opportunities to participate in Port contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. During the performance of this Agreement, neither the Contractor nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

The selected Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Contractor further agrees to comply with all applicable civil rights statutes and implementing regulations.

The Contractor shall cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall be binding upon such third parties.

V. Notice.

Except for routine administrative communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid.

W. COVID-19 Requirements.

All consultant employees, performing this contract work on Port of Olympia property, is required to observe current mandates issued by the State of Washington Governor, as it relates to the COVID-19 pandemic. Hand washing, social distancing, and use of facemasks are required when indicated by circumstance, and must conform with State of Emergency mandates, per RCW 43.06.220.

X. Miscellaneous Provisions.

1. **Governing Law and Venue.** Washington law shall govern the interpretation of this Agreement. Thurston County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
2. **Waiver.** A waiver of failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provision(s), nor shall the same constitute a waiver of any other provision of this Agreement.
3. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
4. **In case of conflict between contract provisions and any attached exhibits or document attachments,** the Port of Olympia contract has precedence.
5. **Entire 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. All previous or contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.

Y. Transportation Worker Identifications Credentials (TWIC)

All proposed personnel providing services on the Port of Olympia's Marine Terminal must obtain a Transportation Worker Identification Card (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/restricted areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC visit <https://www.tsa.gov/for-industry/twic>. All fees associated with obtaining the TWIC are the responsible of the Contractor.

Z. TWIC Escorting

A Transportation Identification Credential (TWIC) is issued and controlled by TSA under 49 CFR §1572. It is an authorized credential for fulfilling the identification requirements for access control. Possession of a TWIC itself does not, on its own, guarantee access to any MTSA regulated facility, including the Port. The individual must also have a valid reason to access the terminal as determined by the Port of Olympia's Marine Terminal personnel (the "Marine Terminal").

It is the Port of Olympia's policy that any personnel who require regular access to the Marine Terminal should obtain a TWIC. This includes Port employees, tenant employees,

contractor personnel, and longshoremen. Additionally, any other person seeking unescorted access to any terminal in the USCG's Sector Puget Sound must possess a valid TWIC to gain access. All non-TWIC card holders must be accompanied by an approved TWIC escort at all times while on the Marine Terminal facility.

There are two types of areas in a terminal: restricted and secure access areas. Restricted access areas are generally the marine docks, tank storage areas and offices. All other areas within the fenced property may be defined as secure access areas. In a restricted area, the ratio is one TWIC escort per every 5 non-TWIC holders. For a secure area, the ratio is one TWIC escort per every 10 non-TWIC holders. If the non-TWIC holders are transported in an enclosed vehicle (e.g. van or bus) escorting ratios do not apply as long as the visitors are not allowed to depart the vehicle.

The Escort must have a Port of Olympia TWIC escort endorsement to be an eligible escort. Escorts must agree to the security and safety regulations of our facility. Specifically, escorts must have knowledge of this escorting procedure and how to make emergency notification if the escorted individual(s) are engaged in activities other than those for which escorted access was granted.

Escorting may only be conducted in areas the badge holder has approved access. If other access is required, authorized personnel may escort only by pre-arrangement with the Marine Terminal office and upon completion of an escort permission form. The form establishes an understanding of the escort requirements and responsibilities and is an agreement to accept any liability imposed upon the Port of Olympia by the USCG or any Federal entities for failure of the escort to fulfill those responsibilities. The form is available from the Marine Terminal office.

TWIC escorting privileges are granted at the sole discretion of the Marine Terminal for a period of time determined by the facility. The facility reserves the right to deny granting privileges or to suspend, revoke or deny renewal of escorting privileges previously granted.

Although the sponsoring agency providing a TWIC escort is responsible for the actions of both its visitor and the escort, ultimately the Marine Terminal is responsible for violations. Any escort who fails to perform satisfactorily may be required to leave the facility and may be disqualified from conducting escorts in the future. Furthermore, said person shall be liable for the payment of any fine levied by the United States Coast Guard (USCG). While on the facility all TWIC holders must be able to present a valid TWIC within ten (10) minutes to the USCG or the Marine Terminal personnel. Persons unable to produce a valid TWIC will be escorted off the facility and may be subject to criminal prosecution. The facility may, at its sole discretion, ban any person for any period of time for violation of Federal laws or facility rules and regulations. Those persons who violate access control procedures may be subject to arrest, prosecution and/or loss of facility privileges.

AA. Authority to Enter Into This Agreement

The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is fully authorized to execute this legally binding Agreement for and on behalf of Contractor and further represents and warrants that he/she acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

PORT OF OLYMPIA

606 Columbia Street NW, Suite 300
Olympia WA 98501

By

Sam Gibboney
Executive Director

Date

PORT COMPUTING INC.

9901—93rd Lane SE
Olympia WA 98513

By

Bart Alder
President

Date

WA State UBI #

Fed. EIN