



**PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 070898**

On-Call Hazwoper Training

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

RFP INFORMATION	
Contact:	Juli Tuson, Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	253.383.9436
Submittal Date	APRIL 13, 2018 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'ON-CALL HAZWOPER TRAINING' IN THE SUBJECT LINE

PORT OF TACOMA
Request for Proposals (RFP) #070898
ON-CALL HAZWOPER TRAINING

The Port is soliciting proposals from firms qualified and interested in providing Hazwoper training on an as-needed basis.

A. BACKGROUND

The Port of Tacoma is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. Created by Pierce County citizens in 1918, the Port of Tacoma has become one of the largest container ports in North America and one of the top 50 in the world. The Port of Tacoma manages a diverse set of business operations relating to maritime trade. To learn more about the Port of Tacoma, visit www.portoftacoma.com.

The Port of Tacoma owns approximately 2,200 acres of valuable industrial uplands in Tacoma, WA. Of this total acreage, the Real Estate Department actively manages about 550 acres. The remaining property is used for marine terminals, bulk operations, auto storage, public access, mitigation properties, and transportation infrastructure (rail and truck queuing). Currently the Real Estate Department manages about 150 active leases for land, office and warehouse space. The goal is to lease properties at market rates and utilize the land in its highest and best use.

B. CONTRACTING DESCRIPTION

The Port intends to award one (1) contract, for an initial amount of not to exceed \$100,000, to a qualified and experienced firm or individual to provide Hazwoper training on an as-needed basis. The Port does not guarantee all disciplines of services will be used nor does the Port guarantee a specific volume of work under the contract.

The period of performance of the contract is two (2) years. At the sole option of the Port, the contract may be extended for up to two (2) additional two year intervals for a total of 6 possible years.

The Port's Standard Terms and Conditions are included as Attachment C to this RFP. By submitting a Proposal, the Proposer represents that it has carefully read and agrees to be bound by the Port's Standard Terms and Conditions. Identify during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the Port's best interests to adopt the alternative language.

Proposals submitted with altered or conditioned Terms and Conditions or bid documents without prior written agreement from the Port will be considered non-responsive and not considered for evaluation.

C. SCOPE OF SERVICES:

The Consultant will provide Hazwoper initial training and refresher training for Port of Tacoma employees on an as-needed basis. Training may include:

- Initial 40-hour hazwoper class
- Initial 24-hour hazwoper class
- 8-hour hazwoper refresher class

Training to take place on-site at Port of Tacoma.

Qualifications

Per 29 CFR 1910.120(e)(5), Trainers shall be qualified to instruct employees about the subject matter that is being presented in training. Such trainers shall have satisfactorily completed a training program for teaching the subjects they are expected to teach, or they shall have the academic credentials and instructional experience necessary for teaching the subjects. Instructors shall demonstrate competent instructional skills and knowledge of the applicable subject matter.

Required –

- Currently active in HAZMAT response; ongoing “field experience”
- Certified Environmental Safety and Health Trainer (CET)
- Certified Hazardous Materials Manager (CHMM)

Preferred -

- Chemistry degree
- TWIC Card with escort credentials (see Attachment A – Instructions to Bidders)

Note: extra points will be given for this qualification.

D. DELIVERABLES:

Deliverables to include:

- Lead instructor
- Assistant instructors as required for field hands on exercises
- Student manuals
- Certificates
- Wallet cards
- Consumable materials
- All class personal protective equipment

E. RFP ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the firm’s/team’s abilities to meet the requirement of this RFP. Emphasis will be on completeness of content. The written proposals should be prepared in the sequential order as outlined below.

Proposals are limited to 8 numbered pages (8 ½ by 11 inch) **excluding** the cover letter and all appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. Proposals that do not follow this format will not be reviewed.

The cover letter shall include the RFP title and number as well as the name, title, email address, phone number and address of the proposing team’s main contact and include the following information:

- Describe any claim submitted by any client against the firm within the past two years related to the services provided by the firm or its key personnel. For purposes of this request, “claim” means a sum of money in dispute in excess of 5% of the firm’s fee for the services provided.
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.

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

INITIAL EVALUATION PHASE

1. Qualifications & Experience.....45 PTS

- Describe the qualification and experience of the firm submitting the proposal, including:
 - The Consultant’s experience and history in providing safety training services or other relevant or similar projects/programs, include current hazmat response experience. Include references of persons, firm or agencies that the Port may contact to verify the experience of the Consultant.
 - A brief description of the Consultant’s firm as well as the organization structure. Key team members shall be identified including certifications, degrees, etc. Include TWIC information, if any.
 - A statement of qualifications and experience for each licensed or certified individual proposed to perform on this Agreement. Firms must be able to provide sufficient staffing with qualified individuals as needed to be responsive to the on-call nature of this contract.
 - Additional relevant organizational and individual certifications, licenses, degrees, etc.

2. Work Approach.....30 PTS

- Describe the consultant’s proposed training approach.
- Include a summary of innovative ideas and suggestions for enhancing the training.
- What risks that are beyond your control do you see in providing this service and how would you mitigate them?

3. Compensation.....25 PTS

Compensation information MUST be provided separately from the proposal, in an individual PDF document.

All rates and costs/fees quoted shall be:

- **Fixed, fully burdened, including, but not limited to, administrative overhead and all direct/indirect expenses.**
- Quoted in US Dollars,
- Full cost inclusive of sales tax and other government fees, taxes and charges, and
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

NOTE: THE PORT OF TACOMA RESERVES THE RIGHT TO AWARDED A CONTRACT FROM THE INITIAL EVALUATION PHASE. IF THIS RIGHT IS NOT EXERCISED, THE PORT WILL REQUEST REFERENCES FROM AND INTERVIEW THE TOP RANKED FIRMS AND SCORE THE REFERENCES AND INTERVIEWS AS INDICATED BELOW IN THE FINAL EVALUATION PHASE. THE AWARD WILL THEN BE BASED ON THE FINAL ACCUMULATIVE SCORE.

FINAL EVALUATION PHASE (if applicable)

4. References.....20 PTS

Ensure completion of a **minimum of 3 maximum of 5 references** submitted using Reference Form provided at time of request. All references must be received by the Port by the required date. The Port will evaluate the reference checks to assess the proposed team’s overall performance and success of previous, similar work. Reference checks will also be utilized to validate information contained in the proposal. The Port may contact submitted reference sites directly to accomplish this.

5. Interviews.....100 PTS
- Interviews may be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the proposer's disqualification from further consideration. Interviews will be held at the Port of Tacoma, Tacoma, WA. Travel costs will not be reimbursed for the interview.

ATTACHMENTS -

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – SAMPLE PERSONAL SERVICES AGREEMENT

ATTACHMENT C – PORT OF TACOMA TERMS AND CONDITIONS

ATTACHMENT D – RATE SHEET

ATTACHMENT E – ON-CALL TERMS AND CONDITIONS

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	MARCH 30, 2018
Last Day to Submit Questions	APRIL 6, 2018
Proposal packets due	APRIL 13, 2018 @ 2:00 PM (PST)
Short List Consultants*	APRIL 24, 2018
Interviews (if required) *	WEEK OF APRIL 30, 2018
Final Selection*	MAY 4, 2018
Execute Contract*	MAY 15, 2018

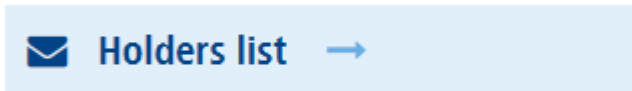
*Dates are tentative.

All status updates on the above solicitation timeline will be announced on the Port's [website](#) for this solicitation.

VENDOR OBLIGATION

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contracts'; 'Procurements'.

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holder's List.



By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

***Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.**

COMMUNICATION / INQUIRES

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port, other than the Procurement Representative listed on the RFP may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department, procurement@portoftacoma.com (**Solicitation Name** in the subject line).

Proposers who may have questions about provisions of these documents are to email their questions by the date listed above. The Port will respond to all written questions submitted by this deadline.

ADDENDA

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the Port changes, revises, deletes, increases, or otherwise modifies the Solicitation, the Port will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

PRE-PROPOSAL CONFERENCE

The Port will not conduct a pre-proposal conference for this procurement. To obtain answers to any questions or for further clarifications, submit all questions as noted above.

SUBMITTAL PROCESS

Proposals must be received via email on or before the date and time outlined on the front page of this RFP. Send your electronic submittal to:

procurement@portoftacoma.com
Name of Firm, RFP Title (Subject Line)

Please submit proposal, including all appendices and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to 9 MB in total email size. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

***Late proposals will not be accepted by the Port. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety days following the Proposal submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

An evaluation team will review each proposal and evaluate all responses received based upon the criteria listed herein. The Port may request clarifications or additional information, if needed. After the evaluation team individually scores each proposal, the scores are tallied and the firms are ranked based on the scores.

A selection may be made based on the proposals and initial evaluation criteria alone. Alternatively, the evaluation team may create a short list of the top ranked firms and invite the short-listed firms in for interview and/or check references. Scores for reference checks and interviews will be tallied and added to the short-listed firm's initial evaluation scores. Final selection will be based on the accumulative score.

The Port reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the Port may require. The Port reserves the right to reject any or all Proposals submitted as non-responsive or non-responsible.

Procedure When Only One Proposal is received

In the event that a single responsive proposal is received, the Proposer shall provide any additional data required by the Port to analyze the proposal. The Port reserves the right to reject such proposals for any reason.

GENERAL INFORMATION

News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the Port.

COSTS BORNE BY PROPOSERS

All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firms.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Port of Tacoma encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

TRANSPORTATION WORKER IDENTIFICATION CREDENTIAL (TWIC)

The requested services will require the selected consultant to work within a secured/restricted TWIC regulated terminal.

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

The Consultant shall have a minimum of one TWIC compliant employee trained as an escort for every five workers not possessing TWIC cards working on a secured or restricted site. Each escort will be required to receive Terminal Operator provided escort training.

PUBLIC DISCLOSURE

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the Port and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Port by the stated deadline, the Port will release the requested portions of the Proposals. By submitting a response the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port on account of actions taken under such procedure.

PERSONAL SERVICES AGREEMENT NO. 070898

PROJECT: On-Call Hazwoper Training

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: PM **GL ACCOUNT NO. #####**

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (*hereinafter referred to as the "Port"*) and **xxCOMPANYxx** (*hereinafter referred to as the "Consultant"*) for the furnishing of **On-Call Hazwoper Training** Personal Services (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will provide Hazwoper initial training and refresher training for Port of Tacoma employees on an as-needed basis. Training may include:

- Initial 40-hour hazwoper class
- Initial 24-hour hazwoper class
- 8-hour hazwoper refresher class

Training to take place on-site at Port of Tacoma.

COMPENSATION

This will be accomplished on an on-call, per class basis and will not exceed **\$100,000.00** without prior written approval from the Port.

Consultant is responsible for working within the budget as agreed. Should the Consultant incur costs beyond the not-to-exceed contract budget amount without an executed amendment to this contract, the Consultant is solely responsible for the additional costs.

All invoices shall be emailed to cpinvoices@portoftacoma.com. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

Consultant agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment.

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

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

AGREED

PORT OF TACOMA

CONSULTANT (LEGAL NAME)

By _____
Name
Title
Date

By _____
Date

Print Name Title

ATTACHMENT C

Port of Tacoma Terms And Conditions Personal Services Agreement

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

1. Key Personnel

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

2. Relationship of the Parties

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

3. Conflicts of Interest

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

4. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment

eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

5. Records and other Tangibles

The Port of Tacoma is a public entity and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56 and the Secretary of State's Local Government Common Records Retention Schedule (CORE) Version 3.3 (October 2016). Therefore, until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of Work

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

the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the Port.

7. Disclosure

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

8. Compensation

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

9. Payment Schedule

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, in accordance with the Port's

"Guidelines for Consultant Fees and Reimbursable Items", by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

10. Costs and Disbursements

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

11. Insurance - Assumption of Risk

- a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general and automobile liability insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.
- b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the

performance of the Consultant's professional services.

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

12. Standard of Care

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

13. Time

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

14. Assignability

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

15. Term of this Agreement

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

16. Disputes

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

17. Extent of Agreement

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

Attachment “D”

RATES

**Consultant
On-Call Hazwoper Training
PSA No. 070898**

<u>Category</u>	<u>Rates</u>
40 Hour Hazwoper Class (_____ students)	\$
Additional students	\$
24 Hour Hazwoper Class (_____ students)	\$
Additional students	\$
8 Hour Hazwoper Refresher Class (_____ students)	\$
Additional students	\$

Rates are fixed, fully burdened, including, but not limited to, administrative overhead and all direct/indirect expenses.

Additional rates/categories are not authorized without prior written approval from the Port’s Project Manager.

Port of Tacoma On-Call Terms and Conditions On-Call Personal Service Agreements

1. Definitions Supplementary Conditions

Task Order – The document that memorializes agreement between the Consultant and the Port, in accordance with the terms of the On-Call Contract. Task Orders are executed for defined work under the On-Call Contract.

Contract Owner - Port staff member responsible for managing the On-Call Contract and executing all Task Orders.

Project Manager - Port staff member responsible for managing a specific Task Order.

Consultant Representative – The Consultant staff member(s) delegated the authority to provide signature approval for Task Orders under the On-Call Contract.

2. Task Order Execution

The Project Manager will request consultant to provide training. The request will be accompanied by a Task Order specifying the required training, estimated number of students, and estimated cost.

Task Orders shall be signed and will include the following:

- I) Description of Task Order scope and deliverables
- II) Estimated dollar amount

Executed Task Orders will be issued by the Contract Owner to the Consultant.

3. Task Order Revision

Revisions include when the Contract Manager becomes aware of the potential to exceed the executed number of students or changes in type of training.

Contract Manager shall provide a revised Task Order detailing all revisions. Consultant shall not proceed with changed work until a revised Task Order is executed by the Contract Owner.

4. Payment Schedule

Each Task Order shall be invoiced separately. Consultant shall submit detailed invoices showing the following:

- A. Invoice Number, Contract number, Title, Task Order Number and Title.
- B. Summary page with a brief description of work completed during the invoice period and deliverables provided during the invoice period.
- C. Current Amount Due.

5. Task Order Closure

When training has been completed, the final invoice will serve as Task Order completion.

6. Task Order Termination

The Port may terminate the Task Order at its convenience with or without cause. In such case, the Consultant shall be paid for all work performed against the Task Order.