



**PORT OF TACOMA
REQUEST FOR PROPOSALS
NO. PA000000317**

**INDUSTRIAL WATERWAY AND WATERSHED
CONTAMINANT SOURCE TRACING 2025**

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

RFP INFORMATION	
Contact:	Michelle Walker, Procurement Analyst
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 888-4744
Submittal Date	May 13, 2025 @ 2:00 PM (PST)
Questions Due Date	May 6, 2025 @ 2:00 PM (PST)

SUBMIT ALL QUESTIONS AND PROPOSALS VIA THE PROCUREMENT PORTAL. (LINK LOCATED ON THE LEFT SIDE OF THE PROCUREMENT WEB PAGE)

Port of Tacoma PORT
Request for Proposals (RFP) PA000000317
Industrial Waterway and Watershed Contaminant Source Tracing

A. PURPOSE

The PORT is soliciting Proposals from firms interested in providing Personal Services consulting services in environmental and litigation support. The PORT anticipates awarding one (1) Personal Services contract(s). The period of performance of the contract is two (2) years from the execution of the contract with two (2) each (1) year renewal options at the sole discretion of the PORT. This contract will not exceed a total of \$1,000,000.00.

The successful respondent may be precluded from competing for, or participating in, subsequent contracts that are the direct result of or primarily generated by, the work performed under the contract resulting from this procurement.

Interlocal Cooperation Act-RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the Port of Tacoma, those agencies are eligible to purchase from Contracts established by the Port. Such agencies may ask Port of Tacoma Contractors to accept orders from the agency, citing the Port of Tacoma contract as the basis for the order. The Contractor may accept or decline such orders. If the Contractor accepts an order from another public agency using the Port of Tacoma contract as the basis, the Contractor agrees to sell additional items at the contract prices, terms, and conditions. The Port of Tacoma accepts no responsibility for the payment of the purchase price by other governmental agencies.

This effort will be partially supported by the Washington State Department of Ecology through the Stormwater Strategic Initiative Lead team with funding from the US EPA Geographic Funds. All work must be performed in accordance with associated grant requirements. Therefore, the contract that results from the RFP and various work packages will be subject to the Terms and Conditions of grant (**Attachment C**), which may be updated per grant.

B. BACKGROUND

Created by Pierce County citizens in 1918, the Port of Tacoma is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. To learn more about the PORT, visit www.portoftacoma.com.

The PORT oversees three critical industrial waterways: the Sitcum, Blair, and Hylebos. Over the past three decades, the Port has invested substantial resources, amounting to millions of dollars, to remediate contaminated sediments in these waterways. These efforts have been essential in maintaining the ecological health and operational efficiency of the port, ensuring that the waterways remain viable for industrial use and environmental sustainability.

Despite these significant investments, there are concerns that the sediments in these waterways are re-contaminating. This potential recontamination poses a serious threat to the progress made in sediment remediation and could undermine the PORT's efforts to

maintain clean and safe waterways. Identifying the sources of these contaminants is crucial to prevent further degradation and to protect the investments made in sediment cleanup.

To address this issue proactively, the PORT aims to develop a comprehensive monitoring system covering the PORT's waterways and upstream watershed. This system will be designed to identify and track contaminant sources, enabling swift and effective regulatory action to mitigate contamination before sediment quality is impacted. By implementing such a monitoring system, the Port can ensure that any new sources of contamination are promptly identified and addressed, safeguarding the health of the waterways and supporting the long-term sustainability of the Port's operations.

The PORT anticipates awarding work in phases generally aligned with the major tasks listed in the Scope of Services. The selection will be based on the most qualified team(s) that includes all key members whether from the prime consultant firm or subconsultants for all necessary project services and enter into negotiations with the intent to issue personal service contract (s) based upon the information provided herein. Following successful negotiation of rates and fees.

The PORT's Standard Terms and Conditions are included with the Sample Personal Services Agreement (Attachment B) 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 without prior written agreement from the PORT will be considered non-responsive and not considered for evaluation.

Proposers submit Proposals understanding all contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The PORT reserves the right to negotiate changes to submitted Proposals and to change the PORT's otherwise mandatory Contract form during negotiations. If the Proposer is awarded a contract and refuses to sign the attached Contract form, the PORT may reject the Proposer from this and future solicitations for the same work. Under no circumstances shall Proposer submit its own boilerplate of terms and conditions.

C. SCOPE OF SERVICES

Contaminant Source Tracing Services to be provided may include and not be limited to:

1. Compilation and analysis of existing and relevant waterway and watershed data.
2. Work plan, sampling plan, and quality assurance plan development.
3. Waterway bioaccumulation monitoring, including shellfish tissue sampling, surface water passive sampling, and depositional sediment sampling.
4. Waterway sediment split sampling and analysis, as requested.

5. Watershed source inventory and field surveys.
6. Watershed surface water passive sampling.
7. Data validation, data management, data submission to Ecology's EIM as requested.
8. Data analysis, data interpretation, contaminant fate and transport evaluation, and multivariate statistical analysis as requested.
9. Community engagement support services as requested.
10. Legal support services as requested.
11. Other services as requested.

D. DELIVERABLES

All tasks, services, scope, and deliverables will be agreed upon between the PORT and the Vendor before the commencement of work and release in individual task orders by phase.

It is anticipated that Contaminant Source Tracing Services will be provided based on two geographic areas; the Port's Waterways and within the upstream watershed. Known and potential deliverables for this contract include:

- Source Tracing Workplan, quality assurance plan, sampling and analysis plan
- Watershed Source Inventory Web Mapping Tool
- Data validation reports
- Database
- Source tracing findings
- Technical memoranda
- Other deliverables as requested or required

E. QUALIFICATIONS

Key team personnel shall have the appropriate licenses and/or certifications for the services provided. Personnel shall have demonstrable knowledge and expertise in passive sampling, sediment sampling, data analysis and data interpretation, site inventory work, multivariate statistical analysis, and contaminant fate and transport.

F. Proposal ELEMENTS & EVALUATION CRITERIA

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Vendor (to include the prime, key team members, and major sub-consultants) and the team's ability to meet the requirements and provide the requested services of this RFP. Attention will be given to the technical competencies and 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 (1") margins. Font size shall be 10 point or larger. Proposals that do not follow this format may be rejected. Submittals need to be limited to **9 MB** in total size.

The cover letter shall include the RFP Number & Title in the subject line, and the Name, Title, Email Address, Phone Number, and current Address of the submitting team.

Proposal's that do not follow this format may be rejected. The cover letter shall include the following information (even if the answer is None). **Proposal submitted without the acknowledgement of claims and conflicts will be considered non-responsive and not considered for evaluation.:**

- Describe any **claim** submitted by any client against the prime firm within the past two (2) years related to the Personal services provided by the firm or its key personnel. For purposes of this request, claim means a sum of money in dispute in excess of 10% of the firm's fee for the services provided.
- Any real or perceived **conflicts** of interest 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 Add/Remove items as needed

1. Qualifications & Experience..... 50 PTS

- a) Identify the proposed team (to include working titles, degrees, certificates and licenses), demonstrate the team's experience in performing the requested services and describe how the team meets or exceeds the required qualifications.
- Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one (1) single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.
 - Provide an organizational chart demonstrating the relationships and hierarchy of the team described above and availability to support PORT projects. Identify individuals by name, position, discipline and firm. Identify key back up personnel.
- b) The PORT will evaluate the experience, technical competence, and qualifications of the key personnel identified, their project specific roles and responsibilities, and overall organization of the project team. **Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.**
- c) Capacity to perform the work (including any specialized services) within the time constraints identified, considering the firm's current and planned workload.
- d) Include a list of three (3) recent contracts/projects in the last five (5) years, to include a point of contact, contact information (phone and email), and brief description, for services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.

2. Project Approach Narrative..... 50 PTS

Proposals should clearly outline the team's recommended approach and methodology for:

- a) Accomplishing the Scope of Services. Clearly describe the approaches and methods that will be used to accomplish the tasks required in the Scope of Services. Include a summary of innovative ideas and suggestions for enhancing the scope of services.
- Project Management: Describe how the team will manage and coordinate the necessary disciplines required to accomplish the services requested.

- Describe the team’s experience responding to and overall management of on-call/ task order services and describe the firm’s approach for responding to the PORT’s request(s) for services.
- b) Provide approach for scheduling and sequencing of individual task orders and for providing simultaneous services on multiple task orders and facilitating efficient and consistent progress on each task order.
- Approach for managing multiple task budgets and approach for ensuring cumulative task budgets do not exceed the overall contract amount.
 - General information for supporting the PORT with an overall approach to architectural services at the PORT.
- c) Coordination & Communication. Provide a plan for communications and coordination between the Project Team, the PORT’s Project Manager, and the various Stakeholders.
- d) Quality Control (**QC**) and Quality Assurance (**QA**) program for the requested services.
- e) What risks beyond your control do you see in providing this service, and how would you mitigate them?

FINAL EVALUATION PHASE (if applicable)

1. Oral Presentations (if requested)..... 100 PTS

Oral Presentations will be conducted with the top-ranked Proposal. Failure to participate in the process will result in the Vendor’s disqualification from further consideration. Oral Presentations will be conducted by online video meeting.

2. References (if requested)Pass/Fail

Reference checks may be performed on the selected firm, if based directly on the Proposal’s received, or on shortlisted firms if Oral Presentations are being requested. The PORT may evaluate the reference checks to assess the proposed Vendor’s overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the Proposal.

LIST OF ATTACHMENTS:

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING (ATTACHED TO RFP)

ATTACHMENT B –PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS (ATTACHED TO RFP)

ATTACHMENT C – US EPA GEOGRAPHIC FUNDS GRANT TERM & CONDITIONS (SEPARATE ATTACHMENT)

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	April 14, 2025
*Last Day To Submit Questions	May 6, 2025 @ 2:00 PM (PST)
*Proposal packets due	May 13, 2025 @ 2:00 PM (PST)
Review/Shortlist	May 19, 2025
Oral Presentations (if required)	May 21-23, 2025
*Final Selection	May 26, 2025
*Execute Contract	May 31, 2025

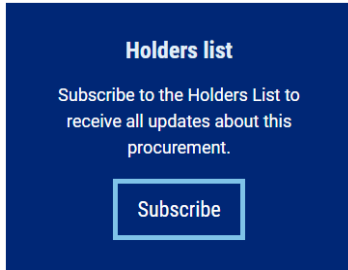
*Dates are tentative and may be subject to change.

All status updates on the above solicitation timeline will be announced on the PORT’s website for this solicitation.

VENDOR OBLIGATION

The Northwest Seaport Alliance (**NWSA**) and Port of Tacoma’s (**PORT**) Invitation to Bid, Request for Proposals and Request for Proposals can be accessed on the website, www.portoftacoma.com (**PORT**) under ‘Business -> Contracting -> Procurement’ or <https://www.nwseaportalliance.com/> (**NWSA**) under ‘Resources -> Procurement.’

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.**

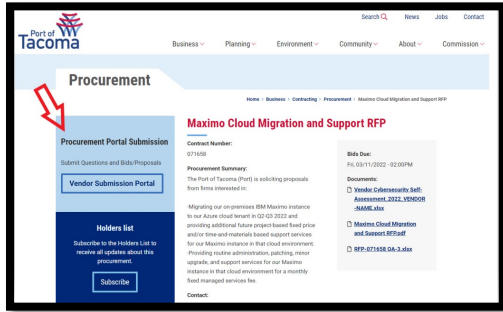
COMMUNICATION / INQUIRES

All communications is to be sent through Michelle Walker, the Procurement Analyst.

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

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department via the Procurement Portal (Portal link is accessible via this specific procurements website. See left side of page.).



Proposers who may have questions about provisions of these documents are to submit their questions by the date listed on the solicitation. The PORT will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

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.

SUBMITTAL PROCESS

Electronic Submittal:

Proposals must be received via the procurement portal on or before the date and time outlined on the front page of this RFP.

Procurement Submission Portal Instructions:

Navigate to this procurements web page (referencing the number and name) via the following link [Procurement | Port of Tacoma](#) or [Procurement | Northwest Seaport Alliance](#). While on the procurements page, click on the 'Procurement Submission Portal' link (located on the lefthand side of the page).

Full instructions on how to utilize the submission portal can be found on the PORT's Procurement website.

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

***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.**

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

All Proposals submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

An evaluation team, using the point method of award, 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 intends to select the Proposer who represents the best value to the PORT.

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.

PROTEST PROCESS

A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the PORT's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the PORT within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

Consideration. Upon receipt of the written protest, the PORT will consider the protest. The PORT may, within three (3) business days of the PORT's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the PORT, the Contracts Director of the PORT or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the PORT's receipt of the protest. (If more than one (1) protest is filed, the PORT's decision will be provided within three (3), but no more than six (6) business days of the PORT's receipt of the last protest.) If no reply is received from the PORT during the six (6) business-day period, the protest will be deemed rejected.

Waiver. Failure to comply with these protest procedures will render a protest waived. Condition Precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Port of Tacoma encourages participation in all 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.

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 Proposal. 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.

ATTACHMENT B
PERSONAL SERVICES CONTRACT TEMPLATE

PERSONAL SERVICES AGREEMENT NO. PA000000317

TITLE: Industrial Waterway and Watershed Contaminant Source Tracing

Consultant: [VENDOR], [VENDORADD]

CONTRACT OWNER: Rob Healy PROJECT NO./G/L NO.: [PROJECTNO]/[G/L]

THIS AGREEMENT is made and entered into by and between the Port of Tacoma (hereinafter referred to as the **PORT** and [VENDOR] (hereinafter referred to as the **Consultant**) for the furnishing of consulting services in environmental and litigation support (hereinafter referred to as the **Project**).

The PORT and Consultant mutually agree as follows:

SCOPE OF WORK

...

DELIVERABLES

...

COMPENSATION

\$...

TERM

The term of the Agreement shall be from the date of execution through...

AGREED

This agreement is expressly conditioned upon the Terms and Conditions attached ...

PORT OF TACOMA

[VENDOR]

By

By

[CM]

Date

[VENDORSIGN]

Date

[CMTITLE]

[VENDORTITLE]

ATTACHMENT B
PORT OF TACOMA (PORT) TERMS AND CONDITIONS

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

1. Key Personnel

The Consultant's 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 and its subconsultants and their employees, are independent contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee nor of principal and agent.

3. Conflicts of Interest

Consultant warrants that it has no direct nor 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 nor 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 is 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 Services.

5. Records and other Tangibles

The PORT 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 4.2 (August 2021). Therefore, until the expiration of six (6) years after the term of this Agreement, Consultant agrees to maintain accurate records of all activities done in providing the Services and to deliver such records to the PORT upon termination of the Agreement or otherwise as requested by the PORT.

6. Ownership of IP

The plans, specifications, models, programs, reports, and other products prepared by the Consultant in performing the Services are Instruments of Service for purposes of the copyright laws of the United States. The PORT has ownership rights to the Instruments of Service. Consultant shall not be responsible for changes made in the Instruments of Service 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 the Instruments of Service 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, the PORT shall pay Consultant as specified in the Agreement.

9. Payment Schedule

Consultant shall submit detailed numbered invoices monthly showing descriptions of the Services being invoiced, work order number, title of the Project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate by the 10th of the following month to be paid by the end of the 30th, unless other terms are agreed to by the parties.

ATTACHMENT B

PORT OF TACOMA (PORT) TERMS AND CONDITIONS

10. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its the Services.

11. Insurance - Assumption of Risk

- a) As a further consideration in determining compensation amounts, Consultant shall procure and maintain, during the term of this Agreement, such commercial general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing the Services from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage and cyber-related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control 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) The Consultant and its subconsultants shall indemnify, defend (the defense obligation shall not apply to professional liability claims), and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and their respective appointed and elective officers and employees ("Indemnified Parties") 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 the Indemnified Parties arising from the negligent acts, errors, or omissions by the Consultant in the performance of the Services.
- c) Not used
- d) Consultant shall indemnify and hold the Port of Tacoma and Northwest Seaport Alliance harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

12. Standard of Care

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

13. Time

Time is of the essence in the performance of the Services.

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. 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.

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.