



THE NORTHWEST SEAPORT ALLIANCE (NWSA) REQUEST FOR PROPOSALS (RFP) NO. 072123

NWSA STATE LOBBYING SERVICES 2024

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

RFP INFORMATION	
Contact:	Michelle Walker, Contract & Procurement Analyst
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 888-4744
Submittal Date	June 14, 2024 @ 20:00 PM
Questions Due Date	May 31, 2024 @ 2:00 PM

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

NWSA
RFP 072123
NWSA State Lobbying Services 2024

A. PURPOSE

The NWSA is soliciting proposals from firms qualified and interested in providing state lobbying services on behalf of NWSA and to provide strategic direction and oversight regarding issues of importance to the NWSA. The period of performance of the contract is four (4) years from the execution of the contract.

B. BACKGROUND

Formed in 2015, the NWSA is a marine cargo operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the fourth-largest container gateway in North America. Regional marine cargo facilities also are a major center for bulk, breakbulk, project/heavy-lift cargoes, automobiles and trucks. To learn more about the NWSA, visit www.nwseaportalliance.com.

The NWSA's Standard Terms and Conditions are included in Attachment B to this RFP. By submitting a proposal, the Proposer represents that it has carefully read and agrees to be bound by the NWSA'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 NWSA's best interests to adopt the alternative language.

Proposals submitted with altered or conditioned Terms and Conditions without prior written agreement from the NWSA 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 NWSA reserves the right to negotiate changes to submitted proposals and to change the NWSA's otherwise mandatory Contract form during negotiations. If the Proposer is awarded a contract and refuses to sign the attached Contract form, the NWSA 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

Provide strategic advice and planning in the development of a comprehensive state government affairs strategy for The Northwest Seaport Alliance, including but not limited to:

- Contribute proactive and creative suggestions for state policy and funding opportunities to advance the NWSA's Strategic Business Plan and legislative/business priorities, fully utilizing the firm's staff resources in strategic brainstorming on proactive initiatives.
- Developing implementation plans for how to advance strategic priorities.
- Assist in the drafting of legislative language.

ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

Implement the NWSA's state government affairs strategy, including but not limited to:

- Collaborate with government relations staff to advance state priorities and interests.
- Proactively engaging with state lawmakers, staff and agencies in pursuit of the NWSA's state priorities and interests.
- Identify key legislative and state agency relationships for the NWSA and assist in creating opportunities to build and strengthen.
- Strategically contacting Washington state legislative officials and the administration, and provide notes from meetings.
- As appropriate, help develop partnerships and coalitions that can more effectively advance NWSA policy priorities.
- As appropriate, provide support to commissioners, executives and NWSA staff in preparation for and during engagement with state officials, including written testimony, suggested talking points, briefing materials etc.

Communicate regularly with the NWSA, including but not limited to:

- Regular calls with the NWSA government relations team on firm's activities in Olympia on behalf of the NWSA.
- Track key state legislation and state agency regulations relevant to the NWSA.
- Monitor and/or participate in meetings of Olympia-based port groups (e.g. Washington Public Ports Association, Association of Washington Business, etc.).

Be knowledgeable of how state activities impact the NWSA:

- Understand how state activities impact operations and competitiveness.
- Develop ability to communicate the NWSA's views with state audiences effectively and accurately both orally and in writing.
- Write correspondence for state audiences including letters, briefing materials, testimony, public comments, or other items as requested.
- Develop deep knowledge of the Puget Sound region's and Washington state's economy, key stakeholders and political dynamics in order to provide strategic guidance on how to best shape the NWSA's state agenda.

Conduct other work as assigned, such as assisting with meetings for NWSA officials or staff.

D. EXPERIENCE:

The NWSA is seeking an aggressive, proactive, creative firm that has read the NWSA's Strategic Plan and who has:

- At least six years of experience representing client interests before the Legislature or serving in a senior policy staff capacity in the Legislature or state agency, or a combination thereof.
- Public sector experience.
- Maritime sector experience.
- Demonstrated ability to develop positive working relationships; the ability to communicate through modern technologies.
- General knowledge and understanding of state issues and how they may relate to the NWSA's strategic plan and goals.

ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

- Relationships with key state decision makers of importance to the NWSA.
- Record of delivering legislative or regulatory results on behalf of clients.
- Ability to effectively advise, communicate and collaborate with the NWSA and on behalf of the NWSA.

E. DELIVERABLES:

The selected consultant will:

- Achieve or advance—to the greatest extent practical—the NWSA’s legislative priorities.
- Regularly (weekly during the state legislative session unless otherwise directed) communicate in person or by phone with the NWSA’s designee describing the work and activities completed on part of each of the tasks included in the Scope of Services
- Make themselves available for an annual in-person briefing of the NWSA’s Managing Members should it be requested.

F. PROPOSAL ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing 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. The written proposals should be prepared in the same sequential order of proposal criteria as outlined below.

Proposals are limited to 8 numbered pages (8 ½ by 11 inch) **excluding** the cover letter, compensation information 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 selected Consultant will be required to submit a L-1 Lobbyist Registration and a Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters, by execution date of the contract.

The cover letter shall include the RFP Title and Number, Name, Title, Email Address, Phone Number and current Address of the submitting firm’s main contact and include the following information:

- Describe any claim submitted by any client against the prime firm within the past two (2) years related to the professional services provided by the firm or its key personnel. For purposes of this request, **claim** means a sum of money in dispute in excess of 10% of the firm’s fee for the services provided.
- 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

1. Specialized Knowledge & Experience..... 60 PTS

Identify the proposed team (to include working titles, degrees, certificates, and licenses), demonstrate the team’s experience in performing the requested services, by describing the following team’s relationships and accomplishments working with:

ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

- a) The Washington State Legislature (with an emphasis on lawmakers representing King and Pierce Counties); House and Senate leadership; Senate committees of Environment Energy & Telecommunications, Local Government, State Government Tribal Relations and Elections, Rules, Transportation, and Ways & Means; and House committees of Appropriations, Capital Budget, Environment and Energy, Finance, Labor & Workplace Standards, Local Government, Rules, State Government, and Transportation. (40 PTS)
 - Briefly describe 1-2 examples of how the team has successfully acted to prevent an action that would have proven harmful to a client.
 - Describe 1-2 examples of how the team has successfully advanced legislative policy through the Legislature.
 - Describe 1-2 examples of how the team has successfully secured state funding for a client project.
- b) State Agencies, such as the Department of Transportation, Freight Mobility Strategic Investment Board, Department of Ecology, Department of Natural Resources, Department of Labor and Industries and Department of Revenue. (20 PTS)
 - Describe 1-2 past examples of how the team has successfully changed the outcome of state regulation and/or rulemaking on behalf of a client.
- c) Various state advocacy associations of which the NWSA is a member as well as other stakeholder groups with whom the NWSA might often partner. (10 PTS)
- 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 single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

2. Communication..... 20 PTS

The Port will evaluate the team's ability to represent the NWSA, orally and in writing, to provide clear, concise, and accurate communications on NWSA issues to external parties, and provide effective communications to NWSA representatives on emerging issues, strategies and action plans.

- Provide two relevant sample documents showcasing your ability to both effectively communicate to external parties on a client's behalf, and effectively communicate to clients. (The sample documents shall be **included in the appendix**).
 - Samples of external communications should be examples of the team's ability to write clear, concise, and accurate testimony, letters, public comments, briefing papers, or other state communications. (10 PTS)
 - Samples of communications to clients should be examples of documents or updates provided to a client to keep them informed on emerging issues or other areas of the client's concern. (10 PTS)

3. Compensation..... 10 PTS

Compensation information **MUST be provided separately on template provided** (Attachment C) from the proposal, in an individual PDF document.

ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

All rates quoted shall be:

- a) Fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);
- b) Quoted in US Dollars;
- c) Full cost inclusive of sales tax and other government fees, taxes and charges; and
- d) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.
- e) An estimated number of hours per month the team would work on NWSA issues.

Proposed Price & Value

- Present detailed information on the firm's proposed fee structure for all resources for the services proposed.
- Present detailed information on the firm's proposed fee structure for the services proposed. Specify any additional fees, charges, expenses, etc. that are, or may be, billable to the NWSA.
- An estimated number of hours per month the team would work on NWSA issues.

4. Existing Client List.....Pass/Fail

- The proposal shall include **an appendix** listing all existing clients of the firm.

NOTE: THE NWSA RESERVES THE RIGHT TO AWARD A CONTRACT FROM THE INITIAL EVALUATION PHASE. IF THAT IS NOT POSSIBLE, THE NWSA WILL INTERVIEW THE TOP RANKED FIRMS AND SCORE THE REFERENCES AND INTERVIEWS AS INDICATED BELOW IN THE FINAL EVALUATION PHASE.

FINAL EVALUATION PHASE (if applicable)

1. Oral Presentations (if requested) 100 PTS

If an award is not made based on the written evaluations alone, Oral Presentations may be conducted with the top-ranked proposers. Failure to participate in the Oral Presentation process will result in the proposer's disqualification from further consideration. Scores will be cumulative with proposals. Travel costs will not be reimbursed for the Oral Presentations.

2. References (if requested).....Pass/Fail

If an award is not made based on the written evaluations and Oral Presentations, reference checks may be performed on the selected firm. The NWSA may evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the proposal.

ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

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 – COST BREAKDOWN-OFFER TEMPLATE (SEPARATE ATTACHMENT)

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

This is the procurement schedule for this RFP. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the NWSA.

Issuance of RFP	May 10, 2024
*Last Day To Submit Questions	May 31, 2024 @ 2:00 PM
*Proposal packets due	June 14, 2024 @ 2:00 PM
Review/Shortlist	June 21, 2024
Oral Presentations (if required)	June 24-28, 2024
*Final Selection	July 15, 2024
*Execute Contract	October 1, 2024

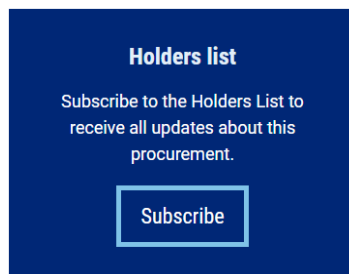
*Dates are tentative and may be subject to change.

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

VENDOR OBLIGATION

The Northwest Seaport Alliance (**NWSA**) and Port of Tacoma's (**POT**) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the POT's website, www.portoftacoma.com under 'Business -> Contracting -> Procurement.'

When viewing the details page for this procurement on the POT'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.

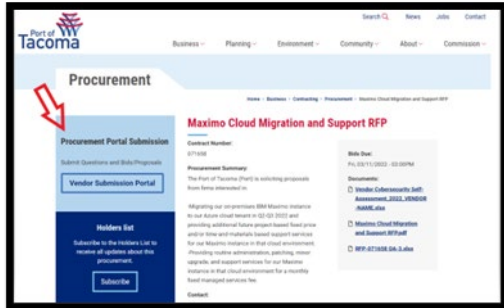
***Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.**

COMMUNICATION / INQUIRES

All communications is to be sent through the RFP Coordinator.

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

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 POT will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

ADDENDA

The POT 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 POT changes, revises, deletes, increases, or otherwise modifies the Solicitation, the POT will issue a written Addendum to the Solicitation. Addenda will be posted to the POT'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 proposal.

Procurement Submission Portal Instructions:

Navigate to this procurements web page (referencing the number and name) via the following link [Procurement | Port of Tacoma](#). 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 POT's website, www.portoftacoma.com under 'Business -> Contracting -> Procurement'. See bold red heading above the bid search box "Bid and Question Submittal Instructions", to access the thorough instructions in PDF format.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

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 POT. 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 (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 POT 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 POT intends to select the Proposer who represents the best value to the POT.

The POT 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 POT may require. The POT 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 POT to analyze the proposal. The POT 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 POT.

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 POT'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 POT within two (2) business days of the event giving rise to the protest.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

(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.

Consideration. Upon receipt of the written protest, the POT will consider the protest. The POT may, within three (3) business days of the POT'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 POT, the Contracts Director of the POT 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 POT's receipt of the protest. (If more than one (1) protest is filed, the POT's decision will be provided within three (3), but no more than six (6) business days of the POT's receipt of the last protest.) If no reply is received from the POT 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 POT 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

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

a request is made for disclosure of such portion, the POT 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 POT by the stated deadline, the POT 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 POT on account of actions taken under such procedure.

PERSONAL SERVICES AGREEMENT NO. 072123

TITLE: NWSA State Lobbying Services 2024

Consultant: [VENDOR], [VENDORADD]

CONTRACT OWNER: Sean Egan PROJECT NO./G/L NO.: [PROJECTNO]/[G/L]

THIS AGREEMENT is made and entered into by and between the Northwest Seaport Alliance (hereinafter referred to as the **NWSA** and [VENDOR] (hereinafter referred to as the **Consultant**) for the furnishing of state lobbying services on behalf of NWSA and to provide strategic direction and oversight regarding issues of importance to the NWSA (hereinafter referred to as the **Project**).

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

[SOW]

DELIVERABLES

[DELIVERABLES]

COMPENSATION

[AMOUNT]

TERM

The term of the Agreement shall be from the date of execution through **June 30, 2027**, with the option of two (2) one (1) year renewals at the sole discretion of the Port, for a possible total of five (5) years.

AGREED

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

NORTHWEST SEAPORT ALLIANCE

[CONSULTANT]

By

By

Sharon Rothwell

Date

Director, Contract & Purchasing

[VENDORSIGN]

Date

[VENDORTITLE]

ATTACHMENT B – PERSONAL SERVICES 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 3.3 (October 2016). 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.

10. Costs and Disbursements

ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

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) 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.