



**PORT OF TACOMA  
REQUEST FOR PROPOSALS  
No. 070421**

**PORT OF TACOMA STRATEGIC PLAN  
CONSULTANT SERVICES**

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

<b>RFP INFORMATION</b>	
Contact:	Juli Tuson, Procurement
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone:	(253) 383-9436
Submittal Date	<b>SEPTEMBER 16, 2016 @ 2:00PM (PST)</b>

**PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS  
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE  
AND INCLUDE 'PORT OF TACOMA STRATEGIC PLAN CONSULTANT  
SERVICES' IN THE SUBJECT LINE**

**PORT OF TACOMA**  
**Request for Proposals (RFP) 070421**  
**PORT OF TACOMA STRATEGIC PLAN CONSULTANT SERVICES**

The Port of Tacoma (the Port) is soliciting proposals from consultant firms qualified and interested in assisting the Port in updating its strategic plan.

**A. BACKGROUND**

The Port of Tacoma is an economic engine for South Puget Sound. More than 29,000 jobs are generated by port activity, which also provides \$195 million per year in state and local taxes to support education, roads, and police and fire protection for our community. As a partner in The Northwest Seaport Alliance, the Port of Tacoma is also a major cargo gateway to Asia and Alaska.

To learn more about the Port of Tacoma, visit [www.portoftacoma.com](http://www.portoftacoma.com).

The Port of Tacoma's Standard Terms and Conditions are included as 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 Terms and Conditions or conditioned on Terms or Conditions other than those included in this RFP without prior written agreement from the Port will be considered non-responsive and not considered for evaluation.

**B. SCOPE OF SERVICES**

Provide strategic advice and planning in the updating of the Port's strategic plan. This will include but not be limited to:

**Phase I: Public Engagement (October)**

Consultant will meet with Port Leadership in a workshop setting to discuss and clarify project expectations, objectives, approach and scope.

**Task 1: Interviews and Scoping**

Initial Leadership Interviews: As a starting point for project scoping, Consultant will conduct in-person interviews with the Port Commissioners and the Port's Chief Executive Officer. Interview findings will help inform the content of the project's final scope.

**Scoping Workshop:** The Consultant and Port Leadership will discuss key issues facing the Port and identify leadership expectations and concerns for the strategic planning process. Consultant will present the components and level of altitude for strategic plans, and the group will discuss how the Port's strategic planning process will relate to facility planning, business planning and performance management efforts. The Group will also refine and finalize the project work plan and schedule, as well as the participants on the project management team and the Task Force. The Group will clarify the Port's interest in revisiting its Vision and Mission statements, discuss the 3-5 year planning horizon and timeframe, and identify and discuss relevant project background information, including financial data that will be developed by the Port's Finance Team. The Group will define and discuss elements of success for the project including expectations for how the Consultant and the Port team will communicate and work together as effectively as possible over the course of the project.

The Group will define the appropriate roles and responsibilities of the Project Management Team, Task Force, and Port Commission. The preliminary understanding of the make-up and tasks of each of these Groups is defined below:

- The Task Force will consist of approximately 12-16 members and will include internal staff and up to two Port Commissioners. The Task Force will conduct much of the work on the Strategic Plan. Consultant will work with the Port's executive team to select potential Task Force members.
- The Project Management Team will consist of 2-4 Port staff. This small and efficient subset of the Task Force will manage week-to-week progress and tasks, review materials prepared by Consultant for meetings, and edit the Strategic Plan between Task Force meetings.
- The Commission will play a critical role in guiding this process. Consultant will brief the Commission four times over the course of the project, and will facilitate a retreat focused on review and discussion of the Draft Strategic Plan.

The Group will agree on protocols for communication among project team members and develop a plan for communicating internally over the course of the project. The communication plan will address public communication and outreach strategy in collaboration with the Project Management Team and the Port's Public Affairs staff.

Consultant will prepare for and provide a briefing to the Port Commission, to present project design and work scope, and obtain Commission feedback.

**Deliverables:**

- Facilitate scoping workshop and prepare Commission briefing.
- Prepare agendas and discussion materials for workshop.
- Provide a written summary of the discussions of workshop to define the specific components of the Plan, including what it will and will not include, and how it will mesh with other Port efforts.

- Provide a written summary of Phase 1 to identify the Port's current business, strategy and organizational needs and issues, and to align those requirements with an effective Phase II scope and process design.

Assumptions:

Based on the results of the workshop, the Scope of Work, Task Definitions and costs may be revised.

### **Phase II: Strategic Plan Review (October 2016 - March 2017)**

#### **Task 2: Project Management, Coordination, and Communication (October - ongoing)**

Consultant will conduct monthly project management meetings (in-person or over the phone) with the Project Management team to guide the direction of the project as it progresses. Consultant will review draft agendas and discussion guides with the Project Management Team prior to each Task Force meeting and Commission briefing, as well as the agendas and materials for the stakeholder and employee engagement elements of the project.

Meetings and Deliverables: Conduct monthly project management meetings and develop agendas and supporting materials.

#### **Task 3: Strategic Situation Assessment**

Consultant will assess the Port's current situation and strategic opportunities and the most recent business SWOT analysis, all of which will inform development of the Strategic Plan.

Stakeholder Interviews: Round Two. Consultant will work with Port staff to identify up to 20 key stakeholders, including business and community leaders, local government representatives, elected officials, economic development agencies, labor and environmental representatives, and others. Consultant will prepare draft and final interview protocols and conduct telephone interviews. This task will be coordinated with the Port's communication efforts. Key interview findings, together with relevant financial data developed by the Port's Finance Team will be presented in a Strategic Situation Assessment for discussion with the Port Commission and the Task Force.

- Deliverables:
  - Develop stakeholder interview list and draft and final interview protocol. Deliver draft and final Strategic Situation Assessment Report.
- Commission Meetings: Port Commission briefing #2; create publicly available discussion materials.

## **Task 4: Design and Facilitate Community Outreach Meetings and Task Force Meetings**

Consultant will design and facilitate eight total meetings including six Community Outreach Meetings and two Task Force Meetings.

The six Community Outreach Meetings will be designed to brainstorm key issue areas, challenges, and opportunities for the Port and identify potential scenarios to guide the Port's strategy. Six locations will be pre-determined by the Commission. Opportunities for potential new businesses and revenue streams will also be identified and discussed.

The two Task Force Meetings will be designed to discuss the Draft Strategic Situation Assessment and options, issues, implications and additional research needed, debrief public input and develop the draft and final plans.

- Deliverables:
  - Develop draft and final meeting agendas, discussion guides, and expected outcomes of each meeting.
- Assumptions: Meeting times shall be for 2.5 to 3 hours each.

## **Task 5: Strategic Options and Strategic Plan Outline**

The Port's Strategic Plan will be developed iteratively, over several drafts, including input from stakeholders and community outreach. Consultant will prepare a Strategic Options paper, based on the findings from the Strategic Situation Assessment, financial review, and Commission feedback on the Assessment. Consultant will then facilitate a workshop with the Task Force to discuss and refine the strategic options and potential goal areas identified. Following the workshop, Consultant will prepare an annotated outline of the Strategic Plan and submit it to the Project Management Team for review and comment. As part of this Task, Consultant will prepare for and attend a briefing to the Port Commission to obtain input on the initial Strategic Plan's direction, goals, and action strategies.

- Deliverables:
  - Strategic Options, first Draft Strategic Plan, and publicly available Commission briefing materials.
- Commission Meetings: Port Commission briefing #3.

## **Task 6: Design a Commission Retreat (February/March)**

Working with the Project Management Team, Consultant will prepare a draft and final retreat agenda, focused on review and discussion of the Draft Strategic Plan. In the retreat, Consultant will thoroughly discuss the preliminary Goals and Action Strategies and obtain Commission direction. Consultant will summarize Commissioners' comments at the retreat for incorporation into the next draft of the Plan.

- Deliverables:
  - Draft and final retreat agenda and discussion materials. Prepare written summary of comments from Commission retreat.
- Commission Meetings: Full day Commission retreat.

### **Phase III: Approval Process (April 2017)**

#### **Task 7: Staff and Stakeholder Engagement (October-ongoing)**

- **Subtask 7A: Solicit Staff Input and Prepare Project Communication Materials**

Consultant will provide staff with information about the strategic planning project and solicit staff input at key junctures during the course of the project, including the following:

- Prepare project overview materials including a 1-2 page document describing the project's objectives, scope, schedule and opportunities for staff engagement.
- Obtain staff input on the Draft Plan. Work with Project Management Team to make the Draft Plan available to all port employees via poster boards in specific locations and/or an agency-wide e-mail and solicit e-mail feedback.

- **Subtask 7B: Prepare for and Facilitate Stakeholder Open House**

Consultant will prepare agendas, discussion materials, and display boards for an open-house style stakeholder meeting to obtain comment on the Draft Plan. The meeting will be interactive, with attendees having opportunities to comment on each of the Goals and the overall Strategic Plan. Location will be determined by the Group.

Consultant will work with Port staff and the Task Force to plan and implement the meetings. Port staff will publicize the meetings, including invitations to key stakeholders, and will be responsible for logistical arrangements. In coordination with the Port's Public Affairs team, Consultant will prepare communication materials for staff to post to the Port's website and will provide all meeting materials. Consultant will prepare meeting summaries for each meeting.

- Deliverables:
  - Draft and final meeting agendas and discussion materials. Prepare written summaries following each meeting.
- Meetings: One 2-hour open house for staff; one 2-hour stakeholder open house meeting.

## **Task 8: Final Strategic Plan and Implementation Matrix**

The Plan will be written clearly and concisely (in a format to be determined) for elected officials and the public. It will be action and implementation focused, with a stand-alone Implementation Matrix displaying the timeline for each Goal and Action Strategy, with lead and supporting responsibilities delineated.

The final version of the Strategic Plan will contain the following elements:

- Vision and Mission.
- Strategic Themes or Guiding Principles.
- Goals and Action Strategies.
- Implementation Matrix.
- Results and Outcomes.
- Deliverables: Draft Final Plan for Commission review and approval.
- Commission Meetings: Port Commission meeting - discussion of the Draft Final Plan.

## **Task 9: Board Adoption and Plan Layout/Design**

The final Plan will be an attractively designed document approved and accepted by the Port that will communicate the Port's Vision, Mission, Goals and Action Strategies to Port stakeholders and customers. Following final Commission approval and adoption of the Plan, Consultant will design and provide a professional layout of the Strategic Business Plan using color, maps, and graphics. The Plan will be suitable for web posting and downloading and for wide distribution to customers, the public, and stakeholders.

- Deliverables:
  - Final Plan in format for web posting and editable version.

## **C. QUALIFICATIONS:**

The successful applicant should have extensive organizational strategic planning expertise and experience, with an emphasis placed on specific experience in both the public and private sectors and preferably some experience working with ports. The successful applicant must be able to demonstrate strong capabilities in communications, public outreach, and in effective management of set agendas and schedules.

## **E. Contract term:**

The length of this agreement is from the date of execution to April 30, 2017, with the option to renew for an additional one year at the sole discretion of the Port, for a possible total of one and a half (1-1/2) years.

Note: Contract award may be subject to Port of Tacoma Commission review and approval.

## **E. PROPOSAL ELEMENTS & EVALUATION CRITERIA:**

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing team (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 11 point or larger. Proposals that do not follow this format may be rejected.

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 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 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. Specialized Knowledge & Experience ..... 25 PTS**

- Experience, ability and capacity of the firm and staff to perform the services requested in the scope of work within the schedule.

- Identify the proposed team (to include name, position, degrees and certificates). Demonstrate the team's experience and qualifications in performing the requested services. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.
- 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. Project Approach Narrative ..... 25 PTS**

- Quality and completeness of the SOQ and proposed approach or methodology to facilitate strategic plan development.

**3. Communications ..... 25 PTS**

- Ability of the firm and staff to communicate effectively and impartially with all stakeholders.

**4. Compensation ..... 25 PTS**

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

All rates quoted shall be:

- Fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);
- 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 RESERVES THE RIGHT TO AWARD A CONTRACT FROM THE INITIAL EVALUATION PHASE. IF THAT IS NOT POSSIBLE, THE PORT WILL INTERVIEW THE TOP THREE RANKED FIRMS AND SCORE THE REFERENCES AND INTERVIEWS AS INDICATED BELOW IN THE FINAL EVALUATION PHASE.

### **FINAL EVALUATION PHASE (if applicable)**

5. Interviews (as requested by the Port)..... 100 PTS

If an award is not made based on the written evaluations alone, 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. Travel costs will not be reimbursed for the interview.

6. References (as requested by the Port)..... 50 PTS

If an award is not made based on the written evaluations and interviews, reference checks may be performed on the selected firm. The Port 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 A – INSTRUCTIONS FOR PROPOSING**

**ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS**

## **PROCUREMENT PROCESS**

### **SOLICITATION TIMELINE:**

Issuance of RFP	AUGUST 24, 2016
Last Day To Submit Questions	AUGUST 31, 2016
<b>Proposal packets due</b>	<b>SEPTEMBER 16, 2016 @ 2:00 PM (PST)</b>
Short List Consultants*	SEPTEMBER 23, 2016
Interviews (if required)*	WEEK OF SEPTEMBER 26, 2016
Final Selection*	OCTOBER 5, 2016
Execute Contract*	OCTOBER 17, 2016

\*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](http://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.

 **Holders 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.**

**NOTE: The Holder List system will be down August 30<sup>th</sup> at 5 PM through August 31<sup>st</sup> at 9AM. Subscribers will NOT be added to the list during this time period.**

### **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](mailto: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.

## **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](mailto: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 reference checks and interviews.

The Port intends to select the Proposer who represents the best value to the Port and begin the negotiation and award process based on the evaluated scores.

The selected Consultant will be invited to enter into contract negotiations with the Port. Should the Port and the selected firm(s) not reach a mutual agreement, the Port will terminate negotiations and move to the next highest ranked firm and proceed with negotiations.

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.

### **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.



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P.O. Box 1837  
Tacoma, WA 98401-1837  
[www.portoftacoma.com](http://www.portoftacoma.com)

## Attachment B

### **PERSONAL SERVICES AGREEMENT NO. 070241**

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**PROJECT: Title**

**CONSULTANT: Company, Address, City, State, Zip**

**PROJECT MANAGER: PM**

**PROJECT NO. / 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 **xxTITLExx** Personal Services (hereinafter referred to as the "Project").

The Port and Consultant mutually agree as follows:

#### **SCOPE OF WORK**

The consultant will.....

#### **DELIVERABLES**

#### **ASSUMPTIONS**

#### **COMPENSATION**

This will be accomplished on a fixed price basis not exceed **\$00,000.00** 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](mailto: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.



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[www.portoftacoma.com](http://www.portoftacoma.com)

**Contract term:**

The length of this agreement is from the date of execution to April 30, 2017, with the option to renew for an additional one year at the sole discretion of the Port, for a possible total of one and a half (1-1/2) years.

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

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## **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**

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.

### **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.

## **9. Payment Schedule**

Consultant shall submit detailed numbered invoices showing contract number, description of work items being invoiced, title of project, total authorized, total current invoice, balance of authorization by the 10<sup>th</sup> 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.

**Attachment "A"****HOURLY RATES****Consultant  
Project Name**

<u>Personnel</u>	<u>Hourly Rates</u>
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Sr. Consultant 2	\$
Sr. Consultant 1	\$
Consultant 2	\$
Consultant 1	\$
Project 2	\$

Additional labor categories are not authorized without prior written approval from the Port's Project Manager.