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# **PORT OF TACOMA AND THE NORTHWEST SEAPORT ALLIANCE REQUEST FOR PROPOSALS No. 071503**

## **INSURANCE BROKER - PROPERTY & CASUALTY**

Issued by  
Port of Tacoma  
and  
The Northwest Seaport Alliance  
One Sitcum Plaza  
P.O. Box 1837  
Tacoma, WA 98401-1837

<b>RFP INFORMATION</b>	
Contact:	Monique Chapman, Procurement
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone:	(253) 888-4705
Submittal Date	<b>Tuesday, March 9, 2021 @ 2:00 PM</b>

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS  
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE  
AND INCLUDE 'INSURANCE BROKER PROPERTY & CASUALTY' IN THE  
SUBJECT LINE

## **Request for Proposals (RFP) # 071503 Insurance Broker - Property & Casualty**

### **PORT OF TACOMA BACKGROUND**

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

Located on Commencement Bay – a natural, deep-water harbor in Puget Sound – the Port of Tacoma (Port) is an independent municipal corporation operating under state-enabling legislation (RCW Chapter 53).

Created by Pierce County citizens in 1918, the Port owns approximately 2,400 acres within the City of Tacoma in an area generally referred to as the “Tacoma Tideflats.” Most of this land is improved and leased to private operators for marine terminal and intermodal rail activities, warehousing, distribution and manufacturing. As described below, the majority of the cargo-related operations of the Port of Tacoma are licensed to The Northwest Seaport Alliance (NWSA).

The total value of the Port’s insurable assets is approximately \$853 million (valued as of July 2, 2020). This figure includes the value of assets owned by the NWSA and located on Port of Tacoma lands.

The Port’s 2019 Annual Financial Report and additional information are available at the following site:

<https://www.portoftacoma.com/about/financial-information>

### **THE NORTHWEST SEAPORT ALLIANCE BACKGROUND**

[Homepage | Northwest Seaport - Port of Tacoma \(nwseaportalliance.com\)](http://nwseaportalliance.com)

The Northwest Seaport Alliance (NWSA), is a Washington port development authority acting on behalf of the Port of Seattle and the Port of Tacoma. The two ports created a partnership in 2015 to unify management of their respective marine cargo facilities and businesses to strengthen the Puget Sound gateway and attract more marine cargo jobs to the region. The NWSA is the first of its kind in North America.

The NWSA is governed by the two ports as equal members (“Managing Members”), with each Managing Member acting through its elected commissioners. The Managing Members appoint a Chief Executive Officer who carries out the policies, leads employees and oversees NWSA programs. The NWSA now represents the 4<sup>th</sup> largest container gateway in North America. Detailed information, including founding documents, is available at the following site:

[Governance | Northwest Seaport - Port of Tacoma \(nwseaportalliance.com\)](http://nwseaportalliance.com)

The NWSA acts as a marine terminal operator at the following locations:

- East Blair One Terminal - - a general cargo, break-bulk terminal
- North Intermodal Yard - - a intermodal rail ramping facility

- Terminal 7 - a general cargo, break-bulk facility (on a project-cargo basis)
- Blair Terminal - a general cargo, break-bulk facility (on a project-cargo basis)

All of the aforementioned facilities are located in the Tacoma harbor.

The NWSA's 2019 Annual Financial Report and additional information are available at the following site: [annual\\_report\\_2019.pdf \(amazonaws.com\)](https://www.amazonaws.com/annual-report-2019.pdf)

The Port of Tacoma is the agency administering this competitive selection process on behalf of the Port and the NWSA. The purpose of this Request for Proposal (the "RFP") is to solicit responses from firms capable of providing the requisite insurance brokerage and risk management services, including design and proposal solicitation, for a broad range of insurance coverages. This RFP is expected to result in the issuance of two (2) contracts for services, one on behalf of the Port of Tacoma and one on behalf of The Northwest Seaport Alliance. Current combined annual policy premiums for existing coverages protecting both entities total approximately \$2.3 million. These are summarized in Attachments B and C.

### **SERVICES TO BE PROVIDED**

The selected Consultant(s) will serve as the Port of Tacoma's (Port's) and The Northwest Seaport Alliance's (NWSA's) Brokers of Record and will provide technical advice and arrange placement of property, casualty, professional liability and other casualty lines of insurance coverage, and bonds, to satisfy the Port's and the NWSA's (hereinafter referenced collectively as the 'Clients') insurance needs. Specific services will include the following:

### **PLANNING AND INSURANCE PLACEMENT**

1. Assist in the monitoring the Clients' operations and the identification of exposures. Analyze and evaluate the most cost-effective means for addressing loss exposures by continually evaluating the Port's and/or the NWSA's insurance program for adequacy of coverage. Provide recommendations for revising the structure of the insurance program or other improvements based on analysis of loss exposures (including probable maximum loss), coverage issues and pricing alternatives, insurer financial rating, and developing insurance market, product and coverage trends. Meet semi-annually to discuss new exposures, threats, risks and potential improvements. Where the purchase of conventional insurance is impractical, assist in identifying and evaluating alternative financing products, risk transfer options, loss control programs and other techniques for managing risk.
2. Assist in budget planning by annually forecasting total premium costs, including for the Port of Tacoma, the allocation of property insurance premiums to each location as defined by the Port.
3. Design and implement marketing strategies for placement of property, casualty and additional liability coverages and bonds to achieve the best-value for the Clients' insurance and loss expenditures. Prior to each policy renewal, provide a renewal

proposal with detailed summaries of available coverages and corresponding renewal rates, and costs, based on market trends, revenues and other pertinent factors.

## **TECHNICAL ASSISTANCE**

4. Support the Clients in the resolution of claims to include assisting in the submission of claims, in the selection and assignment of legal counsel and experts and by providing advice and advocacy on coverage-related issues.
5. Assist the Clients in reviewing leases and other contract language for risk transfer and required insurance.

## **ADMINISTRATION**

6. Assign Account Managers who will serve as each Clients' primary point of contact on routine service matters and an Account Executive who will be responsible for overseeing the Clients' accounts. The Account Manager, along with other team members assigned, must be readily available to provide the Clients with expertise and advice.
7. Perform administrative services relative to account management, including the issuing of insurance binders, policies, certificates of insurance, maintenance of confidential information and documents, as well as schedules and other information necessary to market and place the insurance program for the Port and/or the NWSA.
8. Prepare and submit an annual stewardship report.
9. Disclose commission or any other remuneration arrangement between the Broker and insurers.

## **PROPOSAL ELEMENTS AND SELECTION CRITERIA**

Submittals are limited to 12 numbered pages, including a one (1) page Letter of Interest, and shall be prepared on 8 1/2" by 11" pages. A cover page may be added in addition to the 12 pages but is not necessary. Interested firms are encouraged to submit information regarding knowledge, experience, capabilities and approaches in a clear, comprehensive and concise proposal. Do not include pre-printed marketing information as such material will be neither read nor considered. Statements should address all the following criteria:

1. Summarize your understanding of the Port's and the NWSA's insurable risks and your approach to securing insurance coverage to effectively transfer these risks.
2. Describe in detail the efforts your firm will undertake to satisfy the requirements listed in the section entitled "Services to be Provided." Indicate any additional services

your firm views as necessary or advisable and why the Port and/or the NWSA should consider or adopt these services. Indicate any tasks to be performed by sub-contractors.

3. Describe your firm's experience in brokering accounts similar to both the Port and the NWSA, any unique insurance-related services your firm offers which you believe distinguishes your firm from other proposers and why your firm may be considered best suited to handle the Port's and NWSA's accounts.
4. Designate the individuals (minimum of three, maximum of five) by role who will be working on day-to-day activities with the Port and the NWSA staffs. Provide a brief description of their experience, their assigned role, length of time in that role, office location, how long the individuals have worked together as a team and their accessibility. If your firm is selected for interviews, these individuals will be interviewed.
5. Describe your organizational structure and confirm whether the Port's and NWSA's accounts will be managed and marketed locally or remotely from a regional office. Clarify the benefits expected to accrue to the Port and NWSA as a result of this organizational structure.
6. Provide the names and contact person(s) including email and phone number, along with all associated contact information for five agencies or organizations for which your firm has provided similar services.
7. Describe in detail the information and assistance required from the Port and/or the NWSA initially and on an annual basis.
8. Describe how you will keep the Port and the NWSA informed of trends in the insurance industry and conditions impacting their respective exposures.
9. Describe your firm's experience in supporting maritime-related construction projects.
10. Confirm your firm's fixed price fee proposal including its methodology for rebating commissions.

Attached to this RFP is a copy of the Port's and NWSA's standard Terms and Conditions for Personal Service Agreements. Identify, during the question/answer period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the Clients' best interests to adopt the alternative language.

## **EVALUATION AND AWARD PROCESS**

A single evaluation team comprised, at least in part, of Port and NWSA staff will evaluate the Statement of Proposals. Emphasis will be placed on items 1 – 9 from the section

entitled “Proposal Elements and Selection Criteria.” The Port and/or NWSA may request clarifications or additional information, if needed. The evaluation team will use the Proposals to narrow the field to a short list of firms. The short-listed firms may be scheduled for an interview, or the selection may be made based on submitted Proposals alone. The evaluation will be based on a point method of award, using pre-determined evaluation criteria, based on the following point allocation:

<b>Criteria</b>	<b>Points</b>
Qualifications	30
Technical Approach	25
References	15
Cost	30
Total	100

The Proposal with the lowest overall cost will be awarded all the cost points available (30). The remaining costs will be normalized using the following formula:  $\text{low cost}/\text{next low-cost} \times 30 = \text{points awarded}$ . ( $70,000/70,000 = 1 \times 30 = 30$  conversely  $70,000/150,000 = .47 \times 30 = 14$ )

If the Port does not award a contract from the Initial Evaluation phase, references will be requested from top-ranked proposers. The Port will evaluate the references to assess the proposed firm’s overall performance and success of previous, similar work. Reference checks will also be used to validate information contained in the proposal.

The Port and the NWSA, each at its sole discretion, reserves the right to accomplish its selection using the process described above (hereinafter referred to as “Phase I - - Competitive Selection based on Broker Service Proposals”); or, to accomplish its selection based additionally on coverage and price proposals for replacement or renewal of its property insurance (hereinafter referred to as “Phase II - - Competitive Selection based on Broker Service Proposals and Marketing of Property Coverage”). The purpose of Phase II, if undertaken by the Port, will be to test and evaluate the quality of the broker’s services and the quality and price of available property insurance coverage. The relative importance and evaluation given to the factors of quality and price will be the sole discretion of the Port.

The Port expects that Phase II, if undertaken by the Port, will require the Port to i) provide additional information concerning its property improvements to include a Statement of Values (SOV); ii) apportion the available property insurance underwriting markets among the competing finalists based, in part, on the finalists’ expressed insurance underwriting preferences; and, iii) issue limited broker authorization letters. The final selection of assigned markets, underwriters and carriers for purposes of apportioning the property insurance market and issuing limited broker authorization letters shall be at the sole discretion and control of the Port. The final decision will be based on an evaluation of carrier quality, pricing, references, and coverage terms and conditions. Under the limited broker authorization letters, finalists will have restricted authority to market the Port’s property insurance program to those markets, underwriters and carriers specifically listed in their Port-issued limited broker authorization letter. Unauthorized contact with any market, underwriter and/or carrier concerning the Port’s account may result in the finalist’s immediate disqualification.

At the completion of Phase I or Phase II, the selected Consultant(s) will be invited to enter into contract negotiations with the Port and the NWSA. Should the Port and/or NWSA and the selected firm(s) not reach a mutual agreement, the Port will terminate negotiations and move to the next selected firm and proceed with negotiations.

The Port and the NWSA each reserve 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 and/or NWSA may require.

Subject to Commission approval, if required, the Port will award one contract, for a three and one-half year period from June 30, 2021 to December 31, 2024. The contract for services may be extended by mutual agreement for an additional two (2), two-year terms.

Subject to Managing Member approval, if required, the NWSA will award one contract, for a three and one-half year period from June 30, 2021 to December 31, 2024. The contract for services may be extended by mutual agreement for an additional two (2), two-year terms.

#### **PRELIMINARY SCHEDULE MILESTONES:**

Proposal and all bidder submittal dates are firm. All other dates shown are approximates. Contract execution is expected to occur approximately one month following final selection.

#### **Phase I: Competitive Selection based on Broker Service Proposals**

Issuance of RFP	February 9, 2021
<b>Deadline for submitting written questions</b>	<b>February 23, 2021</b>
Port and NWSA responses to written questions	March 2, 2021
<b>Proposal due</b>	<b>March 9, 2021</b>
Interviews (if required)	March 29 – April 2, 2021
Final selection and Notice of Intent to Award; or, if continuing to Phase II, selection of finalist(s)	April 8, 2021

#### **Phase II (Optional at Port's Discretion): Competitive Selection based on Broker Service Proposals and Marketing of the Port's Property Coverage**

Finalists invited to identify their preferred property underwriter(s)	April 9, 2021
<b>Finalists submit preferred casualty underwriter(s)</b>	<b>April 14, 2021</b>
Port issues limited broker authorization letters	April 20, 2021
<b>Finalists submit coverage proposals with pricing</b>	<b>May 11, 2021</b>
Final selection and Notice of Intent to Award	May 19, 2021



## **VENDOR OBLIGATION**

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website at <https://www.portoftacoma.com/contracts/procurement>.

## **INTERPRETATIONS**

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to, [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) (Firm Name and Solicitation Name in subject line). Submitters who may have questions about provisions of these documents are to email their questions by the date and time indicated for submitting questions.

## **Offeror Question Instructions**

- Please do not identify your name or your company's name or product names of intellectual property in your questions.
- If you are asking a question about a specific section of the RFP, indicate what section you are referring to.
- If your question is a general question not related to a specific RFP section, state the it is a general question.
- If your question is in regard to Terms & Conditions state the clause number
- If your question is in regard to an Attachment, state the attachment identifier (example "Attachment A")

## **ADDENDA**

The Port and/or NWSA 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 to all bidders by a formal, written addendum. If at any time, the Port and/or changes, revises, deletes, clarifies, increases, or otherwise modifies the Solicitation, the Port will issue a written Addendum to the Solicitation.

## **SUBMITTAL PROCESS**

Proposals must be received electronically via email on or before **2:00 P.M., Tuesday, March 9, 2021**.

Electronic submittals must be made to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) with the following subject line: Name of Firm, Insurance Broker - Property & Casualty

The electronic submittal must be in Adobe Acrobat PDF format. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

It is the responsibility of the submitting consultant to ensure their proposal is received prior to the closing time and date.



**SMALL BUSINESS AND SMALL 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.

**PUBLIC DISCLOSURE:**

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will be available for inspection and copying by the public after Notice of Intent to Award is issued. However, pricing information will not be disclosed by the Port until a contract is awarded.

If a vendor 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.

**ATTACHMENT A – Reference Questionnaire****ATTACHMENT B – Port Insurance Summary (as of 1/1/21)****ATTACHMENT C – NWSA Insurance Summary (as of 1/1/21)****ATTACHMENT D – Port of Tacoma Standard Terms and Conditions**

**ATTACHMENT A – Reference Questionnaire**

Provided electronically via email to vendors references o.

**INSTRUCTIONS TO THE PROPOSERS:**

Proposers are allowed three (3) completed reference questionnaires. Please send valid email addresses for references to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) and a link will be provided to them to fill out the reference questionnaire. The completed references questionnaires must be from individuals, companies, or agencies with knowledge of the proposer's experience that is similar in nature to the products or services being requested by this RFP, and are within the last (3) years from the date this RFP was issued.

References not received within three (3) business days after being requested by the Port's Procurement Coordinator will receive a score of "0" for that reference. References outside the (3 years) (see paragraph above), and references determined to be not of a similar nature to the products or services requested by this RFP will also receive a score of zero (0) points. **Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information and any additional information provided by the reference.**

If more than three (3) qualifying references are received, the first three (3) fully completed references received will be used for evaluation purposes. References will be averaged.

**NOTE:** It is the proposer's responsibility to follow up with their references to ensure timely submission of all questionnaires. Proposers may e-mail the Procurement to verify receipt of references.

**Attachment B**

**POT SCHEDULE OF INSURANCE AS OF 1/1/21**

**Attachment C**

**NWSA SCHEDULE OF INSURANCE AS OF 1/1/21**

Named Insured	Policy Type/Limits	Eff Date	Exp Date
Port of Tacoma; The Northwest Seaport Alliance	<b>Group Travel Accident Insurance</b> Accidental Death and Dismemberment - Per Person: \$250,000 Principal Sum Per Occurrence, Each Accident: \$1,250,000 Aggregate Including War Risk - Annual Reporting/Deposit for War Risk	1/25/2019	1/25/2022
Port of Tacoma; The Northwest Seaport Alliance	<b>Blanket Occupational Accident</b> Class 1 & 2 - \$500,000 Principal Sum - All Terminal Operations, Security and Maintenance Employees and All Other Employees and Commissioners of the Policyholder under the age of 70. Class 3 - \$100,000 Principal Sum-Employees and Commissioners over the age of 70 whose names are on file with the Policyholder and the Company.	1/1/2020	1/1/2023
Port of Tacoma; The Northwest Seaport Alliance	<b>Excess Workers Compensation</b> \$100,000,000 Work Comp, Maximum Limit Per Occurrence \$1,000,000 Employers Liability, Per Occurrence \$1,000,000 Employers Liability, Aggregate \$1,250,000 Self Insured Retention	1/1/2021	1/1/2022
Port of Tacoma; The Northwest Seaport Alliance	<b>Executive Risk</b> Ransom - \$10,000,000 Limit per Event Transit - \$10,000,000 Limit per Event Legal Liability - \$10,000,000 Limit per Event Additional Expenses - \$10,000,000 Limit per Event Accident Death and Dismemberment - \$250,000 per Insured Person; \$1,250,000 in the Aggregate per Event	10/1/2019	10/1/2022
Port of Tacoma	<b>Commercial Auto</b> \$1,000,000 Liability Any One Accident \$1,000,000 Uninsured/Underinsured Motorists \$5,000 Medical Payments No Physical Damage on owned vehicles	10/1/2020	10/1/2021
Port of Tacoma; The Northwest Seaport Alliance	<b>Unmanned Aircraft Aviation</b> \$1,000,000 Single Limit, Each Occurrence \$5,000 Medical Expense, Each Person	10/1/2020	10/1/2021

Named Insured	Policy Type/Limits	Eff Date	Exp Date
Port of Tacoma	<b>Public Officials &amp; Employment Practices Liability</b> \$10,000,000 Public Officials Management Liability \$10,000,000 Employment Practices Liability \$10,000,000 Policy Aggregate \$50,000 Retention Each Claim Including LAE \$50,000 Crisis Management	10/1/2020	10/1/2021
Port of Tacoma; The Northwest Seaport Alliance	<b>Foreign Package</b> \$1,000,000 Foreign General Liability Occurrence \$1,000,000 Foreign Auto Liability Any One Accident \$1,000,000 Foreign Employers Liability, Foreign Voluntary Workers Compensation-State of Hire Foreign Travel Accident and Sickness: Various Corporate Kidnap and Ransom / Extortion: \$5,000,000 Each Insured Event \$1,000,000 Each Loss Component \$1,000 Deductible Each Auto - Hired Auto Physical Damage \$500 Deductible per Insured person, per each Injury or Sickness- Accidental and Sickness Medical Expense	10/1/2018	10/1/2021
Port of Tacoma	<b>Primary General Liability - Special Port Form</b> \$1,000,000 Each Occurrence \$3,000,000 Aggregate \$1,000,000 Additional Expenses Occurrence Limit \$10,000 Medical Payments \$25,000 Deductible/First Dollar Defense	10/1/2020	10/1/2021
Port of Tacoma	<b>Commercial Excess Liability</b> <b>\$149,000,000 Excess of \$1,000,000 as follows:</b>		
	First Excess Layer - \$9,000,000 Excess of \$1,000,000 Underlying	10/1/2020	10/1/2021
	Second Excess Layer - \$40,000,000 Excess of \$9,000,000 Excess of \$1,000,000 Underlying	10/1/2020	10/1/2021
	Third Excess Layer - \$100,000,000 Excess of \$49,000,000 Excess of \$1,000,000 Underlying	10/1/2020	10/1/2021

Named Insured	Policy Type/Limits	Eff Date	Exp Date
Port of Tacoma	<b>Crime</b> \$2,500,000 Employee Theft - Per Loss \$2,500,000 Forgery or Alteration \$2,500,000 Inside The Premises-Theft of Money and Securities \$2,500,000 Inside The Premises-Robbery or Safe Burglary \$2,500,000 Computer Fraud \$2,500,000 Funds Transfer Fraud \$2,500,000 Money Orders and Counterfeit Money \$2,500,000 Outside the Premises \$2,500 Deductible Except for Inside Premises Theft of Money and Securities, Inside Premises Robbery and Safe Burglary Other Property & Outside The Premises	7/1/2019	7/1/2021
Port of Tacoma; The Northwest Seaport Alliance	<b>Property Program</b> \$500,000,000 All Risk, Each Occurrence (subject to policy exclusions) \$75,000,000 Flood, Each Occurrence/Aggregate \$100,000,000 Earthquake Shock, Each Occurrence/Aggregate \$100,000,000 Business Interruption And, see policy for additional sublimits \$250,000 Deductible, Per Occurrence, except 5%/\$100,000 Deductible, Earthquake Per Occurrence/ Per Unit \$100,000 Deductible Flood, Per Occurrence, except \$250,000 Deductible Flood Zones A & V \$100,000 Deductible Contractors Equipment	7/1/2020	7/1/2021

Named Insured	Policy Type/Limits	Eff Date	Exp Date
Port of Tacoma; The Northwest Seaport Alliance	<b>Boiler &amp; Machinery</b> \$100,000,000 Boiler Explosion and Machinery Breakdown, Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with sub-limits: Included - Jurisdictional and Inspections \$10,000,000 Per Occurrence for Service/Utility/Off Premises Power Interruption Included - Per Occurrence for Consequential Damage/ Perishable Goods/Spoilage \$10,000,000 Per Occurrence for Electronic Data Processing Media and Data Restoration \$2,000,000 Per Occurrence, Per Member/Entity and in the Annual Aggregate per declaration for Earthquake Resultant Damage for Members who purchase Dedicated Earthquake Coverage \$10,000,000 Per Occurrence for Hazardous Substances/ Pollutants/Decontamination	7/1/2020	7/1/2021
Port of Tacoma; The Northwest Seaport Alliance	<b>Cyber Liability</b> \$45,000,000 Annual Policy and Program Aggregate for all Insureds/Members combined \$2,000,000 Insured/Member Annual Aggregate for each Insured/Member <u>Liability</u> Data & Network Liability: \$2,000,000 Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses Regulatory Defense & Penalties: \$2,000,000 Aggregate Limit of Liability for each Insured/Member Payment Card Liabilities & Costs: \$2,000,000 Aggregate Limit of Liability for each Insured/Member Media Liability: \$2,000,000 Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses	7/1/2020	7/1/2021
	<b>Retention:</b> \$100,000 Per Claim or Incident 8 hours waiting period for Dependent/Business Interruption Loss		

Named Insured	Policy Type/Limits	Eff Date	Exp Date
Surety Bonds			
	<b>Notary Bond and Errors &amp; Omissions</b> <b>Obligee: State of Washington</b> \$10,000 Bond Amount \$10,000 Errors and Omissions Limit of Liability	1/28/2019	1/28/2023
	<b>Notary Bond and Errors &amp; Omissions</b> <b>Obligee: State of Washington</b> \$10,000 Bond Amount \$10,000 Errors and Omissions Limit of Liability	11/20/2019	11/20/2023
	<b>Notary Bond and Errors &amp; Omissions</b> <b>Obligee: State of Washington</b> \$10,000 Bond Amount \$10,000 Errors and Omissions Limit of Liability	2/13/2019	2/13/2023
	<b>Public Official Bond</b> <b>Obligee: Port of Tacoma</b> \$50,000 Bond Amount	7/29/2020	7/29/2021
	<b>Public Official Bond</b> <b>Obligee: Port of Tacoma</b> \$75,000 Bond Amount	12/1/2020	12/1/2021
	<b>Public Official Bond</b> <b>Obligee: Port of Tacoma</b> \$75,000 Bond Amount	12/15/2020	12/15/2021
Port of Tacoma	<b>Customs Bond - Terminal Operators Bond</b> <b>Obligee: United States of America</b> \$100,000 Bond Amount	5/27/2020	5/27/2021
Port of Tacoma	<b>Customs Bond - Custodian of Bonded Merchandise</b> <b>Obligee: Bureau of Customs and Border Protection</b> \$100,000 Bond Amount	7/19/2020	7/19/2021



Named Insured	Policy Type/Limits	Eff Date	Exp Date
Port of Tacoma; The Northwest Seaport Alliance	<b>Group Travel Accident Insurance</b> Accidental Death and Dismemberment - Per Person: \$250,000 Principal Sum Per Occurrence, Each Accident: \$1,250,000 Aggregate Including War Risk - Annual Reporting/Deposit for War Risk	1/25/2019	1/25/2022
Port of Tacoma; The Northwest Seaport Alliance	<b>Blanket Occupational Accident</b> Class 1 & 2 - \$500,000 Principal Sum - All Terminal Operations, Security and Maintenance Employees and All Other Employees and Commissioners of the Policyholder under the age of 70. Class 3 - \$100,000 Principal Sum-Employees and Commissioners over the age of 70 whose names are on file with the Policyholder and the Company.	1/1/2020	1/1/2023
Port of Tacoma; The Northwest Seaport Alliance	<b>Excess Workers Compensation</b> \$100,000,000 Work Comp, Maximum Limit Per Occurrence \$1,000,000 Employers Liability, Per Occurrence \$1,000,000 Employers Liability, Aggregate \$1,250,000 Self Insured Retention	1/1/2021	1/1/2022
Port of Tacoma; The Northwest Seaport Alliance	<b>Executive Risk</b> Ransom - \$10,000,000 Limit per Event Transit - \$10,000,000 Limit per Event Legal Liability - \$10,000,000 Limit per Event Additional Expenses - \$10,000,000 Limit per Event Accident Death and Dismemberment - \$250,000 per Insured Person; \$1,250,000 in the Aggregate per Event	10/1/2019	10/1/2022
The Northwest Seaport Alliance	<b>Commercial Auto</b> \$1,000,000 Liability Any One Accident \$1,000,000 Uninsured/Underinsured Motorists \$5,000 Medical Payments No Physical Damage on owned vehicles	10/1/2020	10/1/2021
The Northwest Seaport Alliance	<b>Public Officials &amp; Employment Practices Liability</b> \$10,000,000 Public Officials Management Liability \$10,000,000 Employment Practices Liability \$10,000,000 Policy Aggregate \$50,000 Retention Each Claim Including LAE \$50,000 Crisis Management	10/1/2020	10/1/2021

Named Insured	Policy Type/Limits	Eff Date	Exp Date
Port of Tacoma; The Northwest Seaport Alliance	<b>Foreign Package</b> \$1,000,000 Foreign General Liability Occurrence \$1,000,000 Foreign Auto Liability Any One Accident \$1,000,000 Foreign Employers Liability, Foreign Voluntary Workers Compensation-State of Hire Foreign Travel Accident and Sickness: Various Corporate Kidnap and Ransom / Extortion: \$5,000,000 Each Insured Event \$1,000,000 Each Loss Component \$1,000 Deductible Each Auto - Hired Auto Physical Damage \$500 Deductible per Insured person, per each Injury or Sickness- Accidental and Sickness Medical Expense	10/1/2018	10/1/2021
The Northwest Seaport Alliance	<b>Primary General Liability - Special Port Form</b> \$1,000,000 Each Occurrence \$3,000,000 Aggregate \$1,000,000 Additional Expenses Occurrence Limit \$10,000 Medical Payments \$500,000 Deductible/First Dollar Defense	10/1/2020	10/1/2021
The Northwest Seaport Alliance	<b>Commercial Excess Liability</b> <b>\$149,000,000 Excess of \$1,000,000 as follows:</b>		
	First Excess Layer - \$9,000,000 Excess of \$1,000,000 Underlying	10/1/2020	10/1/2021
	Second Excess Layer - \$40,000,000 Excess of \$9,000,000 Excess of \$1,000,000 Underlying	10/1/2020	10/1/2021
	Third Excess Layer - \$100,000,000 Excess of \$49,000,000 Excess of \$1,000,000 Underlying	10/1/2020	10/1/2021
The Northwest Seaport Alliance	<b>Crime</b> \$2,500,000 Employee Theft - Per Loss \$2,500,000 Forgery or Alteration \$2,500,000 Inside The Premises-Theft of Money and Securities \$2,500,000 Inside The Premises-Robbery or Safe Burglary \$2,500,000 Computer Fraud \$2,500,000 Funds Transfer Fraud \$2,500,000 Money Orders and Counterfeit Money \$2,500,000 Outside the Premises \$2,500 Deductible Except for Inside Premises Theft of Money and Securities, Inside Premises Robbery and Safe Burglary Other Property & Outside The Premises	7/1/2019	7/1/2021

Named Insured	Policy Type/Limits	Eff Date	Exp Date
Port of Tacoma; The Northwest Seaport Alliance	<b>Property Program</b> \$500,000,000 All Risk, Each Occurrence (subject to policy exclusions) \$75,000,000 Flood, Each Occurrence/Aggregate \$100,000,000 Earthquake Shock, Each Occurrence/Aggregate \$100,000,000 Business Interruption And, see policy for additional sublimits \$250,000 Deductible, Per Occurrence, except: 5%/\$100,000 Deductible, Earthquake Per Occurrence/ Per Unit \$100,000 Deductible Flood, Per Occurrence, except \$250,000 Deductible Flood Zones A & V \$100,000 Deductible Contractors Equipment	7/1/2020	7/1/2021
Port of Tacoma; The Northwest Seaport Alliance	<b>Boiler &amp; Machinery</b> \$100,000,000 Boiler Explosion and Machinery Breakdown, Limit includes loss adjustment agreement and electronic computer or electronic data processing equipment with sub-limits: Included - Jurisdictional and Inspections \$10,000,000 Per Occurrence for Service/Utility/Off Premises Power Interruption Included - Per Occurrence for Consequential Damage/ Perishable Goods/Spoilage \$10,000,000 Per Occurrence for Electronic Data Processing Media and Data Restoration \$2,000,000 Per Occurrence, Per Member/Entity and in the Annual Aggregate per declaration for Earthquake Resultant Damage for Members who purchase Dedicated Earthquake Coverage \$10,000,000 Per Occurrence for Hazardous Substances/ Pollutants/Decontamination Included Per Occurrence for Machine or Apparatus used for Research, Diagnosis, Medication, Surgical, Therapeutic, Dental or Pathological Purposes. Newly Acquired Locations: \$25,000,000 Automatic Acquisition for	7/1/2020	7/1/2021

Named Insured	Policy Type/Limits	Eff Date	Exp Date
Port of Tacoma; The Northwest Seaport Alliance	<b>Cyber Liability</b> \$45,000,000 Annual Policy and Program Aggregate for all Insureds/Members combined \$2,000,000 Insured/Member Annual Aggregate for each Insured/Member <u>Liability</u> Data & Network Liability: \$2,000,000 Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses Regulatory Defense & Penalties: \$2,000,000 Aggregate Limit of Liability for each Insured/Member Payment Card Liabilities & Costs: \$2,000,000 Aggregate Limit of Liability for each Insured/Member Media Liability: \$2,000,000 Aggregate Limit of Liability for each Insured/Member for all Damages and Claims Expenses <u>First Party Loss</u> Business Interruption Loss Resulting from Security Breach: \$2,000,000 Aggregate Limit of Liability for each Insured/Member Business Interruption Loss Resulting from System Failure: \$500,000 Aggregate Limit of Liability for each Insured/Member	7/1/2020	7/1/2021
	<b>Retention:</b> \$100,000 Per Claim or Incident 8 hours waiting period for Dependent/Business Interruption Loss		
The Northwest Seaport Alliance	<b>Workers Compensation - California</b> Work Comp - Statutory \$1,000,000 Employers Liability	1/5/2021	1/5/2022
<b>Surety Bonds</b>			
	<b>Notary Bond and Errors &amp; Omissions</b> <b>Obligee: State of Washington</b> \$10,000 Bond Amount \$10,000 Errors and Omissions Limit of Liability	1/22/2020	1/22/2024
	<b>Notary Bond and Errors &amp; Omissions</b> <b>Obligee: State of Washington</b> \$10,000 Bond Amount \$10,000 Errors and Omissions Limit of Liability	4/15/2017	4/15/2021
	<b>Notary Bond and Errors &amp; Omissions</b> <b>Obligee: State of Washington</b> \$10,000 Bond Amount \$10,000 Errors and Omissions Limit of Liability	2/23/2018	2/23/2022

## **Attachment D**

### **Port of Tacoma & North West Seaport Alliance Terms And Conditions Personal Services Agreement Insurance Broker – Property & Liability**

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 sub-consultants' 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 sub-consultants 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 description of work items being invoiced, work order number, Contract number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, in accordance with the Port's "Guidelines for Consultant Fees and Reimbursable Items", by the 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 sub-consultant performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any sub-consultant, or anyone directly or indirectly employed by either of them.
- b) With respect to claims other than professional liability claims, Consultant and its sub-consultants 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 personal services.
- c) With respect to professional liability claims only, Consultant and its sub-consultants 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 personal 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 attorneys' fees.

#### **17. Extent of Agreement**

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