



**Port of Tacoma**  
**REQUEST FOR PROPOSALS**  
**No. 071548**

**CLEAN ENERGY SERVICES**

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

RFP INFORMATION	
Contact:	Heather Shadko, Procurement
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone:	(253) 428-8697
Submittal Date	<b>AUGUST 5, 2021 @ 2:00 PM (PST)</b>

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS  
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE  
AND INCLUDE 'CLEAN ENERGY SERVICES' IN THE SUBJECT LINE

The Port of Tacoma & The Northwest Seaport Alliance  
Request for Proposals (RFP) 071548

**Clean Energy Services**

The Port of Tacoma and The Northwest Seaport Alliance are soliciting proposals from interested, qualified firms to support a range of clean energy-related efforts, including development of an overarching energy management strategy, energy efficiency opportunities assessments at selected facilities, development of a sustainable building policy, and development of a clean fleets plan. The Port and the NWSA anticipates awarding one contract. The resulting contract will be for two (2) years with two one-year renewal options at the sole discretion of the ports.

**A. BACKGROUND**

The NWSA is an operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the fourth-largest container gateway in the U.S. Regional marine cargo facilities also are a major center for bulk, breakbulk, project/heavy-lift cargoes, automobiles and trucks. In addition to being an economic engine for the Puget Sound region and the State of Washington, the NWSA has as strong commitment to clean air, climate solutions, and doing its part to address environmental health disparities in near-port communities, as identified on the Washington Department of Health's Environmental Health Disparities map. As an example, the 2020 Northwest Ports Clean Air Strategy, recently adopted unanimously by the NWSA Managing Members, establishes a goal of zero emissions of diesel particulate matter (DPM) and greenhouse gas (GHGs) from seaport activities by 2050. The work done under this contract will help advance that vision.

The NWSA is governed by the two ports as equal Managing Members, with each Managing Member consisting of the five commissioners in each port. Each port's commissioners are elected at large by the citizens of their respective counties.

To learn more about The Northwest Seaport Alliance, visit [www.nwseaportalliance.com](http://www.nwseaportalliance.com).

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

The Port and the NWSA anticipates selecting one vendor. The period of performance of the contract is two (2) years, with an option to extend for additional two (2) one-year terms to provide related services as required. The expected budget for this contract is \$100,000.00. Any contract resulting from this RFP is subject to Commission/ Managing Member approval.

The Port's Standard Terms and Conditions are included with the Personal Services Contract Template which is Attachment B to this RFP. By submitting a Proposal, the

Proposer represents that it has carefully read and agrees to be bound by the Port's Standard Terms and Conditions. Identify during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the Port's best interests to adopt the alternative language.

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

## **B. SCOPE OF SERVICES**

The overall focus of this contract is to provide clean energy-related expertise and services to support the development of policies, programs, and projects that advance the goals of the NW Ports Clean Air Strategy while at the same time sustaining and strengthening the ports' competitiveness in the cargo shipping and real estate development industries. The specific tasks to be provided under this contract are listed under the following three categories:

### **Task 1: Energy Management & Innovation**

Scope of Services may include, but is not limited to, the following tasks:

- Helping to assess and characterize overall energy use patterns and trends for the NWSA, the Port of Tacoma and its tenants and operating partners;
- Identifying energy efficiency and clean energy opportunities in buildings and other facilities; and
- Conducting energy efficiency improvement opportunity assessments at selected facilities; and
- Exploring opportunities for clean energy innovations (e.g. solar + storage systems, microgrids, etc.) to support the South Harbor Electrification Roadmap process identifying best practices

### **Task 2: Sustainable Building Policy and Program Development:**

Scope of Services may include, but is not limited to, the following tasks

- Identifying best practices related to sustainable building and infrastructure policies and programs in a port context; and
- Exploring integration of sustainable building frameworks, tools, materials, technologies, and practices into the design and construction of the Port of Tacoma's new Administration Building
- Providing strategic and analytical support to the development of a Sustainable Building Policy and Program for the Port of Tacoma, including consultation with developers and building owners/operators on ways to integrate sustainability into projects while achieving a competitive rate-of-return.

### **Task 3: Sustainable Fleets Policy and Program Development:**

Scope of Services may include, but is not limited to, the following tasks:

- Identifying best policies and practices related to sustainable fleet management policies and practices in a public agency context;
- Identifying the best available decision-support tools for assessing the life-cycle benefits and costs of vehicle replacement decisions;
- Providing strategic and analytical support to the development of a Sustainable Fleets Policy & Program for the Port of Tacoma

### **C. QUALIFICATIONS**

Responders shall:

- Demonstrate experience and success in a public agency context in at least two of the following areas:
  - Energy management (at both the single building and whole-portfolio scales);
  - Sustainable design and construction policies and practices;
  - Sustainable fleet management policies and practices;
  - Clean fleet management; I
  - Innovative clean energy solutions (e.g. solar + storage systems, microgrids, etc.), preferably in a seaport context; and
- Have on their contract team a mix of skills and experience in research; data collection, analysis, and management; strategy development; program development; and policy development; and

### **D. DELIVERABLES:**

Deliverables may include studies, analyses, reports, memos, and other documentation in support of the tasks outlined above, including:

- A report outline overall energy usage by the Port of Tacoma and NWSA, and high-level recommendations for efficiency improvements;
- Facility-specific energy efficiency opportunity assessments; and
- Summaries of best practices reviews of sustainable building and sustainable fleet policies and programs.

### **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 **five (5) 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. Qualifications & Experience.....35 PTS**

Identify the proposed team (to include working titles, degrees, certificates and licenses), demonstrate the team’s experience in performing the requested services and describe how the team meets or exceeds the required qualifications.

Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

- The Port will evaluate the experience, technical competence and qualifications of the Key Personnel identified, their project specific roles and responsibilities, and overall organization of the project team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.
- Include a list of recent contracts/projects in the last five years, to include a point of contact, contact information (phone and email), and brief description, for services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.

##### **2. Project Approach Narrative.....25 PTS**

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

- Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the tasks required in the scope of services. Include a summary of innovative ideas and suggestions for enhancing the scope of services.

- **Schedule:** Outline the team's experience providing ((on-call/task order type services \*or\* completing the requested services within the stated schedule)) and describe how the team is able to respond to the Port's request for services.
- **Coordination & Communication:** Provide a plan for communications and coordination between the project team, the Port's project manager and the various stakeholders.
- What risks that are beyond your control do you see in providing this service and how would you mitigate them?

### 3. Communications ..... 20 PTS

The Port and the NWSA will evaluate the team's ability to represent the organizations, orally and in writing, to provide clear, concise, and accurate communications on Port and NWSA property requirements.

- Provide two relevant sample documents showcasing your ability to both effectively communicate to external parties on the port's behalf, and effectively communicate to Port/NWSA representatives. (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 federal communications.
  - Samples of communications to Port/NWSA representatives should be examples of documents or updates provided to a client to keep them informed on the progress of their property searches.

### 4. Compensation ..... 20 PTS

Present detailed information on the firm's proposed fee structure for all resources for the services proposed.

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

All rates quoted shall be:

- Fixed, 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/NWSA reserves the right to award a contract from the initial evaluation phase. If this right is not exercised, the NWSA will interview at least the top two (2)

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/NWSA).....100 PTS

If an award is not made based on the written evaluations alone, interviews may be conducted with at least the top two (2) 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/NWSA).....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 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 A – INSTRUCTIONS FOR PROPOSING**

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

**ATTACHMENT C –RATES**

**ATTACHMENT D –TASK ORDER**

## **PROCUREMENT PROCESS**

### **SOLICITATION TIMELINE:**

Issuance of RFP	JULY 14, 2021
Last Day To Submit Questions	JULY 23, 2021
<b>Proposal packets due</b>	<b>AUGUST 5, 2021 @ 2:00 PM (PST)</b>
Review/Shortlist*	AUGUST 17, 2021
Interviews (if required)*	WEEK OF AUGUST 30, 2021
Final Selection*	SEPTEMBER 3, 2021
Execute Contract*	SEPTEMBER 2021

\*Dates are tentative.

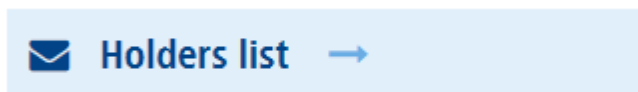
\*\*Dependent on Commission approval.

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

### **VENDOR OBLIGATION**

Port of Tacoma's (Port) Invitation to Bid, Request for Proposals and Request 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.



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

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

### **COMMUNICATION / INQUIRES**

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port, other than the Procurement Representative listed on the RFI 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.

Clean Energy



## **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 proposal. 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 (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

## **EVALUATION AND AWARD PROCESS**

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

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

The Port intends to select the Proposer who represents the best value to the Port.

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

### **Procedure When Only One Proposal is received**

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

### **GENERAL INFORMATION**

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

### **COSTS BORNE BY PROPOSERS**

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

### **PROTEST PROCESS**

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

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

Waiver. Failure to comply with these protest procedures will render a protest waived.

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

### **SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES**

The Port of Tacoma encourages participation in all 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 proposal. By submitting a response the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port on account of actions taken under such procedure.

## PERSONAL SERVICES AGREEMENT NO. 071548

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PROJECT: Clean Energy Services

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: PM PROJECT NO./GL ACCOUNT NO. XXXXXXX

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 **TITLE** Personal Services (*hereinafter referred to as the "Project"*).

The Port and Consultant mutually agree as follows:

### **SCOPE OF WORK**

Consultant will provide .....

### **DELIVERABLES**

Deliverables will include:

### **COMPENSATION**

This will be accomplished on fully burdened, fixed basis and will 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) or entered into the Port's project management software e-Builder®. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

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

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

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

**AGREED**

**PORT OF TACOMA**

**CONSULTANT (LEGAL NAME)**

By \_\_\_\_\_

Name  
Title

Date

By \_\_\_\_\_

Name  
Title

Date

## **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:

Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

### **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.

### **5. Records and other Tangibles**

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

### **6. Ownership of Work**

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

disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the Port.

## **7. Disclosure**

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

## **8. Compensation**

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement.

## **9. Payment Schedule**

Consultant shall submit detailed numbered invoices showing contract number, title of project, total authorized, total current invoice, balance of authorization, hours, hourly rate 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, IT Professional or Cyber Liability, 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 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) 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. 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.

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

## **13. Time**

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

## **14. Assignability**

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any

party without prior written consent of the Port.

## **15. Term of this Agreement**

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

## **16. Disputes**

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

## **17. Extent of Agreement**

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



## **Attachment “C”**

### **RATES**

**Consultant  
Clean Energy Services  
PSA No. 071548**

#### **Personnel**

#### **Hourly Rates**

TITLE	\$
TITLE	\$
Paralegal Services	\$

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



# TASK ORDER

Contract Number: \_\_\_\_\_

GL/Project Number: \_\_\_\_\_

Task Number:

**Consultant Name:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_

**Scope of Work:** Short description of project work goes here.

**Estimated Time:** \_\_\_\_\_

**Rate Structure:** Task / Day / Hour (circle one)

**Rate:** \$ \_\_\_\_\_

**Project Estimate:** \$ \_\_\_\_\_

**Deliverables:** List of all deliverables are to be listed here.

**Revision?** Yes / No (circle one) Date: \_\_\_\_\_

\_\_\_\_\_  
Consultant Date

**Approved By:**

\_\_\_\_\_  
Project Manager Date