



PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 071675
On-Call Water Quality Program Support
Services (MS4 Permit)

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

RFP INFORMATION	
Contact:	Jawed Rahmani, Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 428-4743
Deadline for Questions	APRIL 06, 2022 @ 2:00 PM (PST)
Proposal Submittal Deadline	APRIL 13, 2022 @ 2:00 PM (PST)

**PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND
INCLUDE '071675 ON-CALL WATER QUALITY PROGRAM SUPPORT SERVICES
(MS4 PERMIT)' IN THE SUBJECT LINE**

PORT OF TACOMA
Request for Proposals (RFP) #071675
On-Call Water Quality Program Support Services (MS4 Permit)

The [Port of Tacoma](#) (Port) and NWSA are soliciting proposals from highly qualified firms interested in providing consulting services to assist in supporting the Water Quality Program on an on-call/as needed basis.

A. BACKGROUND

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

The Port anticipates awarding one personal services agreement for providing project-based Phase 1 Municipal Stormwater Permit Support (MS4 Permit) services on a task order basis. The port will select the most qualified team(s) that includes all key members whether from the prime consultant firm or subconsultants for all necessary project services) and enter into negotiations with the intent to issue a personal service contract (s) based upon the information provided herein. Consultants are encouraged to team with other disciplines/firms. Following successful negotiation of rates and fees, the Port will execute the contract (s) for three years (3 years initial term and with one (1) year additional renewal option) with not-to-exceed value \$250,000.00. Project task orders against this contract may be fixed-price or time-and-materials based. Additional funds may be added to meet the Port's projected service needs during the term of the contract(s).

The Port does not guarantee all disciplines of services will be used nor does the Port guarantee a specific volume of work under the contract(s).

Attachment A to the RFP contains the Instructions and Information for proposing to the solicitation.

The Port'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. Taking exceptions to these terms and conditions or conditioning your proposal on terms and conditions other than the Port's will render your proposal non-responsive.

* By submitting a proposal, the Proposer represents that it has carefully read all attachments. As applicable, proposers shall identify propose alternate wording, if any, to these documents as an appendix to their submitted proposal.

B. SCOPE OF SERVICES:**Phase I Municipal Stormwater Permit Support (MS4):**

The primary focus of this contract is to provide support services for the Phase I Municipal Stormwater General Permit on Port of Tacoma properties. Construction General Stormwater Permit activities are captured in this opportunity. All tasks are on an “as needed” basis. Tasks will include but are not limited to:

- Stormwater Program Management Support: Support the development of current and future program elements and Strategic Planning support.
- Illicit Discharge Detection and Elimination: Conduct field inspection of outfalls.
- Real Estate ownership verification: Support the water quality group’s efforts to identify and manage operational and maintenance obligations by performing title searches in coordination with Port Real Estate, entitlement research on various parcels, and other requested activities in support of the ILA between the Port of Tacoma and the City of Tacoma.
- GIS Support: Mapping facility infrastructure and field verification of mapped facilities including in-field survey.
- Construction Stormwater: Review SWPPPs and conduct field activities.
- Post-construction Stormwater Management: Update Stormwater Management Guidance Manual, review BMPs and recommend new.
- Review support for small improvement projects.
- Operations and Maintenance (O & M): Update O & M Manual, conduct QA/QC inspections of maintenance activities.
- SWPPP development and updates: Assist in development of SWPPPs associated with Port of Tacoma properties that have not been issued their own operating permit.
- Source Control: Conduct Source Control investigations and inspections on MS4 properties.
- Infrastructure and Pipe Lining Assessments: Conduct infrastructure assessments, CCTV, and limited survey of existing stormwater infrastructure.
- Administrative: training support, annual report support and other required documentation.

The initial period of performance of the agreement will be for three (3) years, with a one (1) year additional renewal option which will be at the sole discretion of POT.

Services will be provided at the Port's direction and discretion and may be provided in collaboration with Port IT staff. Services may be provided onsite or remotely, at the Port's discretion. Any contract signed is non-exclusive.

C. DELIVERABLES:

Deliverables will vary based on the Task Order. Under the Personal Service Agreement-task orders will be issued to the contractor to perform specific work/project. Contractor should submit invoices as per the sequence of released Task Orders. The service completion will be confirmed by the relevant Project Manager before releasing the payment. In the context of on-call support, deliverables may include, but are not limited to draft and final:

- Technical Memorandums
- Formal studies and reports
- GIS and survey files, deeds, easement documents, CCTV videos
- Completed inspection forms and photo documentation
- SWPPPs
- Operations and maintenance manuals
- Permit documentation

○ Task Order Proposal:

Under the fully executed (T&M) On-Call Personal Services Agreement. The Port's Project Manager will request consultant to provide proposal for the services requested for any project and so the consultant will submit proposal to the Port's PM in writing. Proposal shall include following:

- 1) A detailed descriptive scope of services and deliverables
- 2) Consultant's Personnel Titles and Rates (as per the executed Personal Services Agreement)
- 3) Hours per person per Task (level of effort)
- 4) Sub-tier consultant scope and deliverables (when applicable)
- 5) Anticipated reimbursable costs (if any)
- 6) Total proposal NTE "not-to-exceed" amount

D. RFP 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 consultant's key team members and any major sub-consultants) and the team's ability to meet the requirement of this RFP. Attention will be given to the technical competencies and completeness of content. The written proposals should be prepared in the sequential order as outlined below.

Proposals are limited to 15 numbered pages (8 ½ by 11 inch) **including** the cover letter and any submitted appendices, but **excluding** the compensation proposal and references. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. Proposals that do not follow this format may be deemed nonresponsive.

The cover letter shall include the RFP Title and Number, Name, Title, Email Address, Phone Number and Addresses of the Proposing Team's main contact and include the following information:

- Describe all claims submitted by any client against the firm within the past two years related to the personal services provided by the firm or its key personnel. For purposes of this request, "claim" means a sum of money in dispute in excess of 10% of the firm's fee for the services provided.
- Any real or perceived conflicts of 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.....45 PTS

Describe the qualifications and experience of the firm submitting the proposal, including:

- Provide a summary of proposing team's services, experience and expertise related to the elements described in the scope of services.
- Describe recent projects which demonstrate team's unique capabilities to complete the requested services.
- Provide a list of references for recent (in the last five (5) years) contracts/projects, to include a client point of contact name and title, contact information (phone and email), period of performance, key personnel involved, and brief description of services relevant to the services being requested. Highlight key project accomplishments (e.g., project savings vs. original budget, completion of tasks ahead of schedule, innovative strategies that resulted in project success). Only projects completed by proposed key team members will be considered.

2. Project Management Approach.....35 PTS

- Describe the effective approaches and methods that will be employed to accomplish the scope of services. Also indicate approach for managing individual Task Orders, managing multiple 'mini-projects' at once and managing to the overall contract budget. Include a summary of innovative ideas and suggestions for enhancing project performance and deliverables.
- Explain company QA/QC process and note its benefits/advantages.
- Document effective/proven communications and coordination approach between the project team, the Port's project manager and the regulatory agencies.
- Identify sustainable/cost savings methods that are used as part of field/office practices (recycling options, minimized mobilizations, idle and noise reduction, alternative fuel and renewable energy usage, reuse of excavated materials, etc.)
- Describe how the team will respond to the Port's requests for services.

3. Compensation.....20PTS

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

Include a Rate Sheet that specifies the labor category and hourly rate of each member of the proposed team, or of each specific project role (see format in Attachment C).

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); (Firms submitting for RFP must submit a fully burdened rate minus per diem, travel and lodging.**
- 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.

4. References.....

References Pass/Fail Reference checks may be performed on the selected firm, if based directly on the proposals received, or on shortlisted firms if interviews are being requested. 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.

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 will be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. If interviews are conducted, they will be held at the Port of Tacoma, Tacoma, WA., or virtually via Teams meeting. Travel costs will not be reimbursed for the interview.

Attachments:

ATTACHMENT A – RFP Submittal INSTRUCTIONS

ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS

ATTACHMENT C – RATE SHEET TEMPLATE

Attachment “A” (RFP Submittal Instructions)**PROCUREMENT PROCESS****SOLICITATION TIMELINE:**

Issuance of RFP	MARCH 30, 2022
Last Day to Submit Questions	APRIL 06, 2022 @ 2:00 PM (PST)
Proposal packets due	APRIL 13, 2022 @ 2:00 PM (PST)
Review/Shortlist*	APRIL 20, 2022
Interviews (if required)*	APRIL 27, 2022
Final Selection*	MAY 04, 2022
Execute Contract*	MAY 11, 2022

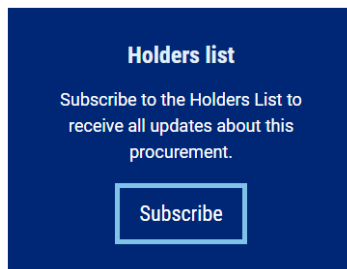
*Dates are tentative.

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

VENDOR OBLIGATION

Port of Tacoma’s (Port) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port’s website, www.portoftacoma.com under ‘Business Contracting Procurement’.

When viewing the details page for this procurement on the Port’s Website firms have the option of subscribing to the Holder’s List.



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

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

COMMUNICATION / INQUIRES

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 (**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

Electronic Submittal:

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

Name of Firm, 071675 On-Call Water Quality Program Support Services (MS4 Permit)
(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**. Please provide one (1) non-redacted version, and one (1) redacted version (**removing all Company information**) of your PDF submittal. 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

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.

Attachment "B"**PERSONAL SERVICES AGREEMENT NO. XXXXXX**

PROJECT: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**CONSULTANT:** Company, Address, City, State, Zip**PROJECT MANAGER:** XXXXXXXXX**GL ACCOUNT NO.** XXXXXXX

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma / NWSA** (hereinafter referred to as the "Port") and xxCOMPANYxx (hereinafter referred to as the "Consultant") for the furnishing of Water Quality Program Support Services (MS4 Permit) (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, time and materials 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.

Invoices shall be submitted by the consultant through e-Builder® each month. Training and account information for e-Builder® will be provided by the Port of Tacoma upon contract execution. Invoice period is for the previous calendar month and shall be computed pursuant to the rates and limitations set forth in the Agreement. Consultant agrees to submit monthly invoices as the Services progress. Invoices that are submitted for payment ninety (90) days or more after the Services were completed are subject to non-payment. Under no circumstances will the Port of Tacoma pay interest on 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 And NWSA****CONSULTANT (LEGAL NAME)**

By _____
Sharon Rothwell Date
Director, Contracts & Purchasing

By _____
Print Name Date
Title

Port of Tacoma/NWSA 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

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, task order number, title of project, total authorized, total current invoice, balance of authorization, hours, hourly rate by the 10th 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.

18. Limitation on Damages

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Attachment “C”

RATE SHEET

Consultant

On Call-Water Quality Program Support Services-(MS4 Permit)

PSA No. 071675 / GL Account No. XXXXXX

Consultant Personnel/Title Team must include a PE	Completed Related Projects and Years of Experience	Cost* (Hourly Rate)
Sr. Consultant 1		\$
Consultant 2		\$
Consultant 1		\$
Project 2		\$
Project 1		\$
Staff 2		\$
Staff 1		\$

*Costs are fixed, fully burdened

Sub-Consultant Personnel/Title Team must include a PE	Completed Related Projects and Years of Experience	Cost* (Hourly Rate)
Sr. Consultant 1		\$
Consultant 2		\$
Consultant 1		\$
Project 2		\$
Project 1		\$
Staff 2		\$
Staff 1		\$

*Costs are fixed, fully burdened