



**PORT OF TACOMA
REQUEST FOR PROPOSALS
NO. PA000000021**

**PORT OF TACOMA STRATEGIC PLAN
CONSULTANT SERVICES**

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

RFP INFORMATION	
Contact:	Axa Turney, Contract and Procurement Analyst
Email Addresses:	procurement@portoftacoma.com
Phone:	253-888-4768
Submittal Date	OCTOBER 18, 2024 @ 2:00 PM (PT)
Questions Due Date	OCTOBER 11, 2024 @ 2:00PM (PT)

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

POT
Request for Proposals (RFP) PA000000021

Port Of Tacoma Strategic Plan Consultant Services

A. PURPOSE

The POT is soliciting proposals from firms interested in providing experienced strategic planning consulting to facilitate and develop an update of the Port's 2021-2026 Strategic Plan. The POT anticipates awarding one (1) personal service contract(s). The period of performance of the contract is one year (1) year from the execution of the contract, with options for renewal at the sole discretion of the POT, for a possible total of two (2) years.

BACKGROUND

The Port is an independent special purpose district located in Pierce County, Washington, created by the voters of Pierce County on November 5, 1918. The purpose of a Port is to attract, encourage, and develop industry and promote trade. The Port's Strategic Plan supports decision making at all levels of the organization and provides information to the public on what the port aims to achieve.

The Port owns about half of the 5,000 acres of land that make up the area known as the Tacoma Tideflats. In addition, the Port owns a grain terminal on Schuster Parkway, near downtown Tacoma. The Port has over 100 leases covering a diverse spectrum of industries, with many of its tenants directly supporting the marine cargo operations of The Northwest Seaport Alliance (NWSA).

The Port has about 50 acres of land that will become available for development in the coming years as industrial remediation is completed. There is interest in new strategies to advance future uses on this land related to port/international trade and the community. While the Port has had a historic focus on cargo related uses, it is also interested in growing opportunities separate from the work of the NWSA. Those uses may include clean energy production and storage, boat building and marine vessel repair, wind energy, auto terminal services, workforce development, tourism, and strategic investment outside the Tideflats in Pierce County.

The Port has been instrumental in expanding industrial business opportunities in areas outside of the Tideflats, such as in the Frederickson manufacturing industrial center in southeast Pierce County. The Port also serves as a nationally recognized strategic seaport for nearby Joint Base Lewis McChord (JBLM).

On August 4, 2015, a public development authority was approved by the Federal Maritime Commission to form the NWSA, a marine cargo operating partnership of the Ports of Tacoma and Seattle. The NWSA manages the container, breakbulk, auto and some bulk terminals in Tacoma and Seattle. The NWSA is a leading container gateway and a key trade gateway for Alaska, Hawaii and Asia-Pacific.

About two-thirds of Port property in the Tideflats is licensed to the NWSA for marine terminal operations. The Port has a vested interest in supporting the marine cargo operations of the NWSA and in the Port's Strategic Plan, marine cargo operations

'outside-the-gates' will need to be considered, but the on-terminal activities will not be addressed. The Strategic Plan may address at a high-level cargo movement needs such as local short distance rail opportunities and convenient routes that facilitate efficient truck movement and attraction and expansion of businesses beneficial and supportive of marine cargo activities such as value-added manufacturing and trans-loading.

In 2023, the Port began the planning process to develop a Maritime Center campus on a Port-owned property along the east side of the Foss Waterway. The Maritime Center will be the future home of Port business offices and the Tacoma Public School's new Maritime 253 skills center. The Maritime Center is intended to be a center of excellence for Tacoma's Port operations, cultivating community connections to the working waterfront, and supporting the School District in helping to build the maritime workforce of tomorrow. While much of the site is dedicated to the Port and school uses, some portions of the property are available for additional development.

To learn more about the POT, visit www.portoftacoma.com.

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

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

Proposers submit proposals understanding all contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The POT reserves the right to negotiate changes to submitted proposals and to change the POT's otherwise mandatory Contract form during negotiations. If the Proposer is awarded a contract and refuses to sign the attached Contract form, the POT may reject the Proposer from this and future solicitations for the same work. Under no circumstances shall Proposer submit its own boilerplate of terms and conditions.

B. SCOPE OF SERVICES

The Port is seeking proposals from consultants with expertise in strategic planning for the facilitation and development of an update to the Port's 2021-2026 Strategic Plan. The Port desires meaningful internal and external participation in the preparation of the Strategic Plan update and alignment with the Port's Diversity Equity and Inclusion Plan.

The Port's Senior Planning Manager will act as the project manager and primary point of contact responsible for project coordination and soliciting internal review and feedback.

The updated Strategic Plan shall include a vision statement for the Port of Tacoma, together with updated foundational goals and strategies.

The consultant is expected to perform the following:

1. Project Management

- a. On-going coordination with the Port Project Manager and other key staff, including biweekly regularly scheduled remote meetings.
- b. Shared real time access to work in progress documents related to the project.
- c. Prior notice and coordination on any interviews that may be conducted of stakeholders to inform the Plan.

2. External Engagement

The goal of this effort is to gather input from Pierce County residents, businesses and other interested parties on strategic planning options that will help with the creation of an updated Strategic Plan. While the bulk of this work will be performed by Port staff, the consultant will provide support as requested in the development of memos and presentations.

- a. Partner with Port's communications team to develop and implement a public engagement plan and associated outreach tools needed, including social media, surveys, online engagement webpage and direct public engagement.
- b. The public engagement plan should be consistent with Title VI of the Civil Rights Act of 1964 and should include a mechanism for reaching out to all communities in Pierce County.

3. Internal Engagement

- a. Gather input from Port staff on goal, strategy, and vision options that will help inform the creation of an updated Strategic Plan.
- b. Partner with the Port's communications team to develop and implement an internal engagement plan and associated outreach tools needed, including direct staff engagement.
- c. Assist in the preparation of content for Commission memos and presentations, with the goal of gathering input from the Commission.
- d. Attend up to two (2) in-person presentations at Commission meetings.

4. Situational Assessment and Visioning

- a. Assess the Port's current situation and strategic opportunities to prepare a strength, weakness, opportunity, and threat (SWOT) analysis.
- b. Strategic opportunities will be guided by the Port's interest in supporting marine cargo operations with an allied interested in growing non-marine cargo opportunities such as in those related to clean energy production and/or storage, wind energy, auto terminal services, boat building and marine vessel repair, workforce development, and tourism with a focus on water related/dependent uses. The Port may also be interested in strategic investments in Pierce County outside the Tideflats.
- c. With special emphasis, suggest new real estate strategies for development of

approximately 50 acres of land that is being remediated or is currently vacant and underutilized in the Tideflats. The potential strategies should explore uses related to port and international trade, the community, feasibility, and funding options, in keeping with the strategic opportunities' guidance noted above.

- d. Review other seaport strategic plans and suggest options for addressing Port real estate development programmatically.
- e. Review the Port's transportation priorities and suggest potential strategies that would help the Port advance the projects.
- f. Prepare a situation assessment report.

5. Draft Strategic Plan

- a. Develop up to four (4) iterations of a draft plan that reflects Port commission, staff, and public input.
- b. Note: Graphic design services will be provided by Port staff and are not included in this scope.

6. Final Strategic Plan

- a. Following Commission study sessions and final internal vetting, produce a final user-friendly Strategic Plan, suitable for printing but with a focus on electronic use.
- b. The final updated Strategic Plan should include the same general structure as the current version, with the addition of a vision statement.

C. DELIVERABLES:

Specific deliverables may be further defined, but generally the deliverables required to accomplish the services are outlined below.

- 1. Content, presentations, and materials for internal/external engagement, as requested.
- 2. Content for Port Commission memos and presentations.
- 3. Strength, weakness, opportunity, and threat (SWOT) analysis and a Situation Assessment Report.
- 4. Up to four iterative Strategic Plan drafts.
- 5. Preliminary Strategic Plan delivered by June 2025, to align with 2026-2031 Port budget preparation and strategic planning cycle.
- 6. Strategic Plan presented to the Port Commission for consideration by August 2025.
- 7. Final Strategic Plan for publishing on the Port's website by the end of 2025.

QUALIFICATIONS

The successful applicant should have extensive organizational strategic planning expertise and experience, with an emphasis placed on specific experience in both the public and private sectors, demonstrated experience in Washington State land use planning and with Washington State's Port District Act (RCW 53). The successful applicant must be able to demonstrate strong capabilities in facilitation and communications and proven ability to accomplish the described scope of work within budget and by the stated deadlines.

1. PROPOSAL ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing Vendor (to include the prime, key team members and major sub-consultants) and the team's ability to meet the requirements and provide the requested services of this RFP. The written proposals should be prepared in the same sequential order of proposal criteria as outlined below.

Proposals are limited to 15 numbered pages (8 ½ by 11 inch) **excluding** the cover letter, compensation information and all appendices. All pages shall be in portrait orientation with 1-inch (1") margins. Font size shall be 10 point or larger. Proposals that do not follow this format may be rejected. Submittals need to be limited to **9 MB** in total size.

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

- Describe any claim submitted by any client against the prime firm within the past two (2) years related to the professional services provided by the firm or its key personnel. For purposes of this request, **claim** means a sum of money in dispute in excess of 10% of the firm's fee for the services provided.
- Any real or perceived conflicts of interest for team members, inclusive of the prime, sub-consultants and key team members.

Proposals are to address, and will be evaluated upon, the following criteria:

INITIAL EVALUATION PHASE

1. Qualifications & Experience25 PTS

- a) 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.
 - Provide an organizational chart demonstrating the relationships and hierarchy of the team described above and availability to support Port projects. Identify

individuals by name, position, discipline and firm. Identify key back up personnel.

- b) The Port will evaluate the experience, technical competence, and qualifications of the Key Personnel identified in their project-specific roles and responsibilities, and the overall organization of the project team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.
- c) Capacity to perform the work (including any specialized services) within the time constraints identified, considering the firm's current and planned workload.
- d) Include a list of three (3) recent contracts/projects in the last five (5) years, including 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 Narrative30 PTS

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

- a) 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.
 - Project Management: Describe how the team will manage and coordinate the necessary disciplines required to accomplish the services requested.
 - Describe the team's experience responding to and overall management of on-call/ task order services and describe the firm's approach for responding to the Port's request(s) for services.
- b) Explain how you believe internal and external engagement can help shape and inform the strategic plan.
- c) Explain how you would incorporate the Port's Diversity, Equity, and Inclusion goals into the project.

3. Work Management Approach25 PTS

- a) Describe the consultant's proposed project management approach. Include a draft project timeline defining key project milestones, phases, tasks, resources (both consultant and Port) and anticipated individual task duration.
- b) Define the assumptions made regarding accomplishing the Scope of Services.
- c) Define the factors the consultant believes are risks to the successful completion of this project and proposed mitigation strategies.
- d) Provide a plan for communications and coordination between the consultant team and the Port. Include a summary of innovative ideas and suggestions for enhancing the scope of services with the schedule.

4. Compensation20 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:

- a) Fixed, fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);
- b) Quoted in US Dollars;
- c) Full cost inclusive of sales tax and other government fees, taxes and charges; and
- d) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

FINAL EVALUATION PHASE (if applicable)

1. Oral Presentations (if requested)60 or 100 PTS

Oral Presentations will be conducted with the top-ranked Vendors. Failure to participate in the process will result in the Vendor's disqualification from further consideration. Oral Presentations will be conducted by online video meeting.

2. References (if requested)Pass/Fail

Reference checks may be performed on the selected firm, if based directly on the proposals received, or on shortlisted firms if Oral Presentations are being requested. The POT may evaluate the reference checks to assess the proposed Vendor's overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the proposal.

LIST OF ATTACHMENTS:

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING (ATTACHED TO RFP)

ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS (ATTACHED TO RFP)

ATTACHMENT C – COST BREAKDOWN-OFFER TEMPLATE (SEPARATE ATTACHMENT)

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

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

Issuance of RFP	September 23, 2024
*Last Day to Submit Questions	OCTOBER 11, 2024 @ 2:00PM (PT)
*Proposal packets due	OCTOBER 18, 2024 @ 2:00 PM (PT)
Review/Shortlist	October 25, 2024
*Oral Presentations (if required) *	Week Of November 4, 2024
*Final Selection	November 20, 2024
*Execute Contract	December 2024

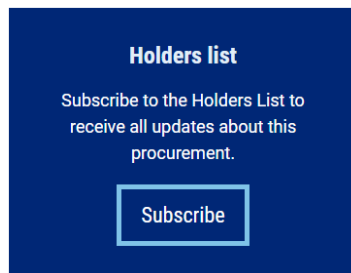
*Dates are tentative and may be subject to change.

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

VENDOR OBLIGATION

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

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



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

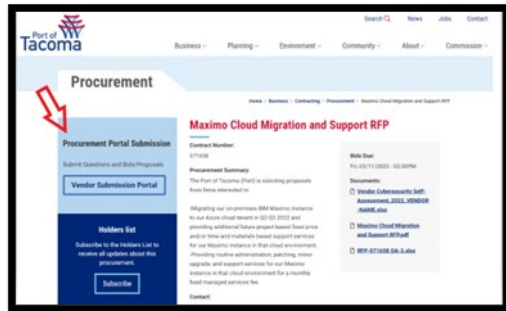
***Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.**

COMMUNICATION / INQUIRES

All communications are to be sent through the RFP Coordinator.

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

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department via the Procurement Portal (Portal link is accessible via these specific procurements website. See left side of page.).



Proposers who may have questions about provisions of these documents are to submit their questions by the date listed on the solicitation. The POT will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

ADDENDA

The POT may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the POT changes, revises, deletes, increases, or otherwise modifies the Solicitation, the POT will issue a written Addendum to the Solicitation. Addenda will be posted to the POT's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

SUBMITTAL PROCESS

Electronic Submittal:

Proposals must be received via the procurement portal on or before the date and time outlined on the front page of this proposal.

Procurement Submission Portal Instructions:

Navigate to this procurements web page (referencing the number and name) via the following link [Procurement | Port of Tacoma](#). While on the procurements page, click on the 'Procurement Submission Portal' link (located on the lefthand side of the page).

Full instructions on how to utilize the submission portal can be found on the POT's website, www.portoftacoma.com under 'Business -> Contracting -> Procurement'. See bold red heading above the bid search box "Bid and Question Submittal Instructions", to access the thorough instructions in PDF format.

Please submit proposal, including all separate attachments and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to **9 MB in total**

size. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided.

***Late proposals will not be accepted by the POT. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

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

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

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

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

PROCEDURE WHEN ONLY ONE PROPOSAL IS RECEIVED

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

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

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

PROTEST PROCESS

A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the POT's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the POT within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business

days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com.

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

Waiver. Failure to comply with these protest procedures will render a protest waived. **Condition Precedent.** Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Port of Tacoma encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (**OMWBE**). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

PUBLIC DISCLOSURE

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the POT and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as **CONFIDENTIAL**, **PROPRIETARY** or **TRADE SECRET** on each page for which the protection is sought. If a request is made for disclosure of such portion, the POT will notify the vendor of the

request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the POT by the stated deadline, the POT will release the requested portions of the proposal. By submitting a response, the vendor assents to the procedure outlined in this paragraph and shall have no claim against the POT on account of actions taken under such procedure.

PERSONAL SERVICES AGREEMENT NO. [CONTRACTNO]

TITLE: [TITLE]

Consultant: [VENDOR], [VENDORADD]

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

THIS AGREEMENT is made and entered into by and between the [ENTITY] (*hereinafter referred to as the **POT***) and [VENDOR] (*hereinafter referred to as the **Consultant***) for the furnishing of [DESCRIPTION] (*hereinafter referred to as the **Project***).

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

[SOW]

DELIVERABLES

[DELIVERABLES]

COMPENSATION

[AMOUNT]

TERM

The term of the Agreement shall be from the date of execution through...

AGREED

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

[ENTITY]

[CONSULTANT]

By

By

[CM]

Date

[CMTITLE]

[VENDORSIGN]

Date

[VENDORTITLE]

PORT Terms and Conditions for Personal Service Agreement PA000000021

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port to Consultant, it is agreed that:

1. Key Personnel

The Consultant's and/or its subconsultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the Port.

2. Relationship of the Parties

Consultant and its subconsultants and their employees, are independent contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee nor of principal and agent.

3. Conflicts of Interest

Consultant warrants that it has no direct nor indirect economic interest which conflicts in any manner with its performance of the Services required under this Agreement. Consultant warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation nor other consideration contingent upon the execution of this Agreement.

4. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the Project, including building codes and permitting regulations existing at the time this Agreement is executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the Services.

5. Records and other Tangibles

The Port is a public entity and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56 and the Secretary of State's Local Government Common Records Retention Schedule (CORE) Version 3.3 (October 2016). Therefore, until the expiration of six (6)

years after the term of this Agreement, Consultant agrees to maintain accurate records of all activities done in providing the Services and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

6. Ownership of IP

The plans, specifications, models, programs, reports, and other products prepared by the Consultant in performing the Services are Instruments of Service for purposes of the copyright laws of the United States. The Port has ownership rights to the Instruments of Service. Consultant shall not be responsible for changes made in the Instruments of Service by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of the Instruments of Service for promotional purposes shall require the Port's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the Port.

7. Disclosure

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

8. Compensation

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

9. Payment Schedule

Consultant shall submit detailed numbered invoices monthly showing descriptions of the Services being invoiced, work order number, title of the Project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate by the 10th of the following month to be paid by the end of the 30th, unless other terms are agreed to by the parties.

10. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its the Services.

11. Insurance - Assumption of Risk

- a) As a further consideration in determining compensation amounts, Consultant shall procure and maintain, during the term of this Agreement, such commercial general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing the Services from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage and cyber-related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.
- b) The Consultant and its subconsultants shall indemnify, defend (the defense obligation shall not apply to professional liability claims), and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and their respective appointed and elective officers and employees ("Indemnified Parties") from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on the Indemnified Parties

arising from the negligent acts, errors, or omissions by the Consultant in the performance of the Services.

- c) Not used
- d) Consultant shall indemnify and hold the Port of Tacoma and Northwest Seaport Alliance harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

12. Standard of Care

Consultant shall perform the Services to conform to any applicable generally accepted professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such the Services.

13. Time

Time is of the essence in the performance of the Services.

14. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

15. Term of this Agreement

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

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the Project

may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington.

17. Extent of Agreement

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