



**PORT OF TACOMA  
NORTHWEST SEAPORT ALLIANCE  
REQUEST FOR PROPOSALS  
NO. 072078**

**ON-CALL GRANT SUPPORT SERVICES**

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

<b>RFP INFORMATION</b>	
Contact:	Anna VerValin, Procurement Analyst
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone:	(253) 428-8629
Submittal Date	<b>March 6, 2024 @ 2:00 PM (PST)</b>
Questions Due Date	<b>February 21, 2024 @ 2:00 PM (PST)</b>

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

**PORT OF TACOMA&  
NORTHWEST SEAPORT ALLIANCE  
Request for Proposals (RFP) 072078  
On-Call Grant Support Services**

**A. PURPOSE**

The Port of Tacoma (**Port**) and The Northwest Seaport Alliance (**NWSA**) are requesting proposals from one or more consultants interested in providing on-call grant writing/funding application and post-award grant support services in the following, but not limited to, subject areas: Transportation, Air & Water Quality, Energy, Remediation, Climate & Resiliency and Security & Emergency Management. This may include preparing an application in partnership with public and/or private partners or applying and providing post-award grant management support for a joint project, or on behalf of a partner

The Port & NWSA anticipates awarding multiple contract(s). The period of performance of the contract is three (3) years from the execution of the contract, with the option of one (1) year renewal at the sole discretion of the Port & NWSA, for a possible total of four (4) years.. This contract will not exceed a total of **\$350,000.00**.

**B. BACKGROUND**

The Port of Tacoma was created by Pierce County citizens in 1918, the Port is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. To learn more about the POT, visit [www.portoftacoma.com](http://www.portoftacoma.com).

Northwest Seaport Alliance was formed in 2015, The NWSA is a marine cargo operating partnership of the ports of Tacoma and Seattle. The NWSA is the fourth-largest container gateway in North America. To learn more about the NWSA, visit [www.nwseaportalliance.com](http://www.nwseaportalliance.com).

**The Port & NWSA'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 Port & NWSA'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 & NWSA's best interests to adopt the alternative language.**

**Proposals submitted with altered or conditioned Terms and Conditions without prior written agreement from the Port & NWSA 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 Port & NWSA reserves the right to negotiate changes to submitted proposals and to change the Port & NWSA's otherwise mandatory Contract form during negotiations. If the Proposer is awarded a contract and refuses to sign the**

**attached Contract form, the Port & NWSA 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.**

### **C. SCOPE OF SERVICES**

The PORT & NWSA has identified the following tasks associated with this work. Consultants may choose to respond to one or more of the subject areas listed below but must be able to carry out all four tasks within a given subject area. The contract amount will be scaled according to the number of subject areas and task level of effort to be provided by the selected consultant(s).

The consultant may be expected to provide the following specific services and must be able to demonstrate applicable qualifications:

#### **Task 1: Develop grant funding strategies for projects and programs**

The consultant will identify funding opportunities to support the PORT & NWSA's infrastructure needs and environmental programs and develop strategies to secure these funds. Strategies may include identifying appropriate projects for public funding, facilitating meetings with funding agencies, and cultivating partnerships with other organizations. The consultant will identify existing funding opportunities, and as feasible, help to create new opportunities favorable to PORT & NWSA projects. This task includes reviewing existing capital improvement programs to identify projects or portions of projects that may be good candidates for grant funding.

#### **Task 2: Assist the PORT & NWSA in applying for grants**

The consultant will prepare grant applications projects and programs drawing on regional, state and federal funding sources. The consultant will be expected to be able to provide a comprehensive services and approach. Examples of tasks include but is not limited to the following:

- Helping to identify the project, including the components likely to be successful.
- Facilitating meetings with project partners.
- Developing a project budget consistent with the grant program's requirements.
- Writing the content of the grant application and filling out all forms, including narratives, budget spreadsheets, and the results of any modeling or quantitative analysis that may be required.
- Collecting support letters and other documents.
- Coordinating with PORT & NWSA staff for the assimilation and compilation of information and data required to put forth concise and complete grant applications.
- As needed, performing quantitative analyses (examples include travel demand forecasting with a focus on freight, emissions and cost benefit analysis).
- Assembling the completed application packet.
- Submitting the grant application in advance of the deadline.
- Responding to questions and requests from the grant making organization.

- Monitoring the progression of the submitted applications until an application is awarded or denied.
- Participate in debrief meeting and review in instances where the application is unsuccessful.

### **Task 3: Provide post-award grant management support**

The consultant will assist PORT & NWSA staff in ensuring that all grant-funded projects follow grantor-agency documentation and audit requirements, and that the project scope of work continues to meet grantor-agency requirements for the life of the project. This includes:

- Developing SOQs and RFPs, and any documentation and agency agreements related to the implementation of grant-funded projects.
- Supporting the PORT & NWSA in establishing and maintaining cost accounting systems and financial records to accurately account for all grant financial activities.
- Monitoring the performance of the grant activities to document adherence to performance goals, time schedules or other requirements as appropriate to the project or the terms of the agreement.
- Writing and submitting required progress reports.
- Facilitating meetings with project partners and the funding agency. Applicable in the case of a project where the PORT & NWSA or its home ports pass grant funding to public or private partners. The consultant should be familiar with, and periodically monitor, subrecipients' financial operations, records, and procedures. This includes:
  - Reviewing of sub-recipients' cost accounting and financial operations, and
  - Monitoring the performance and responsiveness of Sub-recipients to minimize the risk of sub-recipient non-compliance with the requirements of the grant and the Port.
  - Identifying issues and proposing solutions, as necessary.
  - In the event of changes to a project's scope, schedule, or budget, coordinate any contract amendments with the granting agency.
- General file management for grant management.

### **Task 4: Organization-wide grant coordination**

The consultant will assist PORT & NWSA and Port staff in tracking grants across multiple departments. Tasks may include:

- Providing support for Grant Steering Committee Meetings such as developing handout materials, taking notes, and coordinating meetings.
- Working with project managers of grant-funded projects at the PORT & NWSA and homeports as well as project managers of grant-supported partner projects to identify and track progress including critical milestones, scope, schedule, and budget.
- Identify and document common issues and successes with grant applications, coordination, and post-award management.

The following further expands on the PORT & NWSA's expectations for the subject areas listed above:

### **a) Transportation**

Washington's economy is dependent on trade and its ability to compete in a global economy. PORT & NWSA facilities are critical in enabling the state to move its products and goods efficiently to and from international markets, ensuring the state can stay competitive and grow its economy. Over the years, the PORT & NWSA, through its homeports, has made significant investments in marine terminal facilities and equipment, water, road and rail infrastructure to improve the functionality, reliability and capacity of its facilities and the freight system supports them while reducing their environmental footprint.

More recently it has also invested in technology and Intelligent Transportation Systems (ITS) infrastructure and services designed to increase the capacity and improve the reliability of existing infrastructure. However, with increasingly constrained funding for transportation infrastructure, the PORT & NWSA and its homeports increasingly rely on funding from outside sources for the four major areas, including efforts to minimize air emissions related to the movement of cargo through our facilities:

- Marine facilities, terminals, and equipment,
- Road,
- Rail, and
- Intelligent Transportation Systems infrastructure and services.

### **b) Air Quality**

The PORT & NWSA has made great strides over the last decade to reduce pollution associated with the trucks, ships, harbor craft, trains, and cargo-handling equipment that move goods here. The Clean Air Action Plan, adopted in 2006 and updated in 2010 and 2017, identifies specific strategies for reducing port-related air pollution, such as accelerating the pace of clean technology development and the deployment of cleaner equipment and vehicles throughout the port, particularly those with zero or near-zero emissions. More information about the CAAP can be found at [www.cleanairactionplan.org](http://www.cleanairactionplan.org).

Thus, we see two major areas of focus for future funding needs:

- Technology advancement, and
- Technology deployment.

### **c) Energy**

As the PORT & NWSA moves toward a zero-emission goal, its reliance on electrical power has dramatically increased. Terminal electricity usage is expected to quadruple by 2030, compared to 2005 levels. The electrical grid is aging and long-term energy costs are not predictable.

Updating and integrating energy systems at the homeports will involve both stationary and mobile equipment, infrastructure, and controls. The following categories of energy infrastructure and technologies are areas for which the PORT & NWSA may seek funds:

- Renewable power generation,
- Distributed generation infrastructure and controls,
- Energy efficiency technologies,
- Energy storage, and
- Alternative fuels.

#### **d) Water**

The PORT & NWSA is also taking a proactive and aggressive approach towards compliance with water quality. We anticipate grant procurement and management assistance in two primary focus areas, water quality, and stormwater treatment pilot projects.

The PORT & NWSA is seeking assistance obtaining grant funding to partially offset the costs of implementing projects and installing Best Management Practices (BMPs) required to comply with regulations and keep the commitments made in improving the state of Puget Sound/Salish Sea:

- Stormwater capture and reuse,
- Stormwater treatment and Low Impact Development (LID),
- Full-capture trash BMPs, and
- Multi-benefit projects or regional BMPs.

#### **e) Remediation**

The PORT & NWSA in coordination with the Port of Tacoma manage legacy contamination issues in the Tacoma South Harbor and have a long history of obtaining Ecology remedial action grants to implement remedial actions on various Port parcels. The PORT & NWSA is seeking assistance in maximizing environmental grants to support the Port's remediation program, including funding sources beyond Ecology.

#### **f) Climate Change and Resiliency**

The PORT & NWSA is working towards climate change preparedness, hazard, and resiliency planning to ensure business continuity of operations, the supply chain, and other businesses that depend on the port. Hazards which could impact the port include but are not limited to rising sea levels, increased precipitation and flooding, and seismic events which may also lead to liquefactions and tsunamis. The PORT & NWSA plans to address these in order to understand potential vulnerabilities and manage risks associated with climate change and other hazards. The objective is to improve the resiliency of operations and infrastructure over the long-term by proactively identifying areas which will be vulnerable and to propose feasible, cost-effective adaptation strategies to address those areas.

The PORT & NWSA is seeking assistance with grant procurement and management for projects which would improve climate and hazard resiliency. These projects and/or programs may include:

- Special studies related to climate change impacts or adaptation planning,
- Climate modeling and sea level rise inundation assessments,
- Costs associated with hardening coastal infrastructure, transportation networks or utilities, and
- Costs associated with building new or modifying existing facilities to safeguard Port assets and improve operational safety.

#### **g) Security**

Local government agencies face unprecedented challenges in maintaining their continuity of operations and supplying the equipment needed to keep their public safety and first responders safe and properly equipped to meet the modern-day threats facing our citizens. Shrinking tax bases and zero, or even negative growth, have resulted in deep cuts to the budgets of our agencies and organizations.

The PORT & NWSA is seeking assistance with grant procurement and management for projects which would improve public safety. These projects and/or programs may include:

- Homeland security,
- Emergency planning, and
- Hazard mitigation.

#### **D. ASSUMPTIONS:**

- The Consultant is obligated to safeguard the PORT & NWSA's and partners' lawful confidences and secrets. Therefore, the Consultant must keep confidential any information that may weaken a principal's bargaining or competitive position.
- The Consultant is obligated to use reasonable care and diligence when pursuing the PORT & NWSA's and partners' affairs.
- All decisions and direction regarding grant activities shall be made by the PORT & NWSA's and partners. The Consultant will represent the PORT & NWSA, home ports and partners, as directed by the PORT & NWSA.

#### **E. 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 10 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. Specialized Knowledge & Experience ..... 50 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.

- The team's relationships and accomplishments working with:
  - a. Each other
  - b. Public and private organizations subject to transparency requirements
- How the firm and team meets or exceeds the qualifications related to tasks stated in the scope of services section above.
- Experience in the individual subject areas identified in the scope of services section above.
- Experience monitoring sub-recipients, if applicable.
- Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

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

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

- 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.
- Outline the team's experience and approach completing the requested tasks on schedule and on budget.
- Describe how the team will be able to respond to individual requests for services.

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

The PORT & NWSA will evaluate the team’s ability to provide clear, concise, and accurate communications.

- Provide a plan for communications and coordination between the Project Team and the Port/NWSA Project Manager.

**4. Compensation..... 10 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.

NOTE: THE PORT & NWSA RESERVES THE RIGHT TO AWARD A CONTRACT FROM THE INITIAL EVALUATION PHASE. IF THIS RIGHT IS NOT EXERCISED, THE PORT & NWSA WILL INTERVIEW THE TOP FIRMS AS INDICATED BELOW IN THE FINAL EVALUATION PHASE.

**FINAL EVALUATION PHASE (if applicable)**

**1. Oral Presentations (if requested) ..... 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 Port & NWSA 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 Port & NWSA.

Issuance of RFP	February 7, 2024
<b>*Last Day To Submit Questions</b>	<b>February 21, 2024 @ 2:00 PM</b>
<b>*Proposal packets due</b>	<b>March 6, 2024 @ 2:00 PM</b>
*Review/Shortlist*	March 15, 2024
*Oral Presentations (if required)*	March 18-22, 2024
*Final Selection	March 25, 2024
*Execute Contract	March 29, 2024

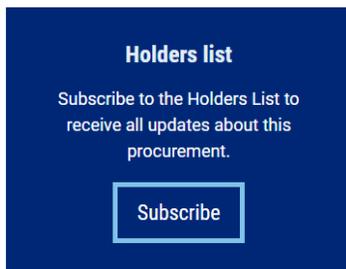
\*Dates are tentative and may be subject to change.

All status updates on the above solicitation timeline will be announced on the Port & NWSA'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](http://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.**

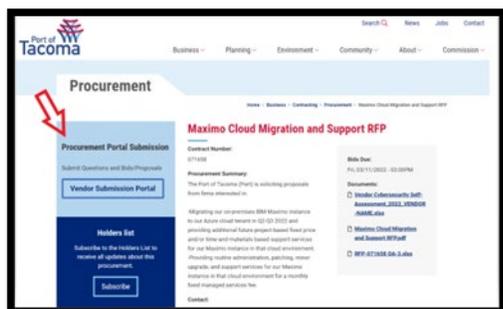
### **COMMUNICATION / INQUIRES**

**All communications is to be sent through the RFP Coordinator.**

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

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 this 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](http://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**

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

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

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

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 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

## **ATTACHMENT A – INSTRUCTIONS FOR PROPOSING**

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. 072078

TITLE: On-Call Grant Support Services

Consultant: [VENDOR], [VENDORADD]

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

THIS AGREEMENT is made and entered into by and between the [ENTITY] (hereinafter referred to as the **Port & NWSA**) and [VENDOR] (hereinafter referred to as the **Consultant**) for the furnishing of On-Call Grant Support Services (hereinafter referred to as the **Project**).

The Port and Consultant mutually agree as follows:

**SCOPE OF WORK**

[SOW]

**COMPENSATION**

**\$350,000.00**

**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

Date

Date

**Port & NWSA Terms And Conditions  
Personal Services Agreement**

In consideration of the mutual covenants, obligations, and compensation to be paid by the Port & NWSA 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 & NWSA.

**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 & NWSA 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 & NWSA upon termination of the Agreement or otherwise as requested by the Port & NWSA.

**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 & NWSA 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 & NWSA'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 & NWSA.

**7. Disclosure**

All information developed by the Consultant and all information made available to the Consultant by the Port & NWSA, 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 & NWSA.

**8. Compensation**

As full compensation for the performance of its obligations of this Agreement and the Services, the Port & NWSA 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 & NWSA.

**15. Term of this Agreement**

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port & NWSA for cause when the Port & NWSA deems continuation to be detrimental to its interests or for failure of the Consultant to perform the Services. The Port & NWSA may terminate this Agreement at any time for government convenience in which case it shall

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

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 & NWSA 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 & NWSA and Consultant and may be amended only by written instrument signed by both the Port & NWSA and Consultant.