

11/4/2024

TO: HOLDERS LIST

SUBJECT: Information Technology Temporary and Full-Time Placement Staffing Services
RFP NO. PA000000033

ADDENDUM NUMBER # 03

This addendum is issued to insert or modify the following language noted below in **red**:

ATTACHMENT B – PORT OF TACOMA TERMS AND CONDITIONS

1. Modify the below wording “and” to:
 6. *Ownership of Intellectual Property (IP)*
 - c. *Any items incorporated into the Instruments of Service that were developed by the Consultant prior to the execution of this Agreement, and or not paid for by the Port, is not covered by this provision “Consultant Data.”*
2. Remove the below wording:
 11. *Standard of Care*
 - c. *In the event services are not free from defects or otherwise are nonconforming, Contractor will cause the assigned personnel to reperform up to 40 hours of corrective services without charge or in the event re-performance is not desired, refund up to 40 hours of services times the regular bill rate for the assigned personnel associated with such services, provided that Contractor is notified within 90 days of the week ending date in which the hours of services were rendered. Notwithstanding any language to the contrary herein, this shall be the Port’s sole and exclusive remedy for defective or non-conforming services*
3. Modify or remove the below wording:
 19. *Indemnity / Hold Harmless Clause*
 - a) *The Consultant shall indemnify, defend and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and its officers, managing members, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney’s fees and costs, arising out of the negligence negligent acts or omissions, recklessness, or intentional wrongdoing of Consultant or its officers, employees, subcontractors, or agents; or arising out of a failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act by the Consultant or its officers, employees, subcontractors, or agent’s provided, however, that for any defense obligation related to a claim for which Contractor has insurance coverage under a professional liability policy, such*



obligation shall be limited to reimbursement by the Consultant for expenses incurred by the Port of Tacoma~~*or the Northwest Seaport Alliance*~~.

*b) This duty to indemnify, defend and hold harmless shall not apply to claims which arise solely out of **contributory** negligence on the part of the Port of Tacoma and the Northwest Seaport Alliance, and this duty shall survive the termination or expiration of this Agreement. Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the Port and the Northwest Seaport Alliance and, solely for the purpose of this indemnification and defense, Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Consultant's indemnity obligations shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts, or other employee benefit acts. Consultant recognizes that this waiver was the subject of mutual negotiation.*