



10/30/2024

TO: HOLDERS LIST

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

ADDENDUM NUMBER # 02

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

ATTACHMENT B – PORT OF TACOMA TERMS AND CONDITIONS

1. Add the below wording “at contractor’s election” to:

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, **at contractor’s election**, 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.*

2. Modify the below wording “fifteen (15)” to “thirty (30)” within:

14. Termination of Agreement

*iii. The Consultant shall respond within five (5) calendar days of the notification. The Consultant shall submit a corrective action plan indicating the steps to be taken to correct the specified deficiencies within ~~fifteen (15)~~ **thirty (30)** calendar days of the notification. The corrective action plan shall specify the proposed completion date for bringing this Agreement into compliance within the number of calendar days specified by the Port;*

3. Add the below wording to:

19. Indemnity / Hold Harmless Clause

d) The duty of Consultant to indemnify and hold the Port of Tacoma, its officers, agents and employees harmless shall be limited to third-party claims and to the extent such injury or damage was found by a court or administrative agency of competent jurisdiction to have been proximately caused by Consultant. Consultant is not obligated to indemnify the Port of Tacoma due to any negligent or willful act on the part of the Port of Tacoma.



e) In connection with any claims, the Port of Tacoma shall provide written notice of any claim or action and allow Consultant to select attorneys of its own choice to appear and defend the claim or action

4. Modify the below wording within:

20. General Insurance Requirements

*The Consultant shall procure and maintain during the life of this Agreement such insurance as shall protect it from claims or damages for, IT Professional or Cyber Liability, bodily injury, including death resulting therefrom 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 from operations under this Agreement, whether such operations be by ~~itself, its agents, or by anyone directly or indirectly employed by either of them~~ **the Consultant or its direct subcontractors**, and shall comply with any such Project specific insurance requirements as determined by the Port.*

5. Modify or remove the below wording within:

23. 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 liability insurance, professional liability insurance and environmental liability insurance including asbestos abatement liability and other insurance as required by contract for this project that shall protect Consultant and any subconsultant performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage, ~~economic damage or cleanup costs~~, which may arise under this Agreement, whether arising from operations conducted by the ~~Consultant, any subconsultant, or anyone directly or indirectly employed by either of them~~ **Consultant or its direct subcontractors**. Consultant recognizes that it is the obligation of the Consultant to ensure that all Subconsultants of any tier have insurance for the activities performed under this agreement. If this agreement requires that a Subconsultant perform ultra-hazardous operations the Port will require that it be named as an Additional Insured by endorsement on all Subconsultant insurance policies and waivers of subrogation shall be provided by endorsement. Workers Compensation and Professional Liability are exempted from the additional insured requirement.*