



THE NORTHWEST
SEAPORT ALLIANCE

THE NORTHWEST SEAPORT ALLIANCE INVITATION TO BID (ITB)

No. 012026-1010

**Electric Fork Trucks – 10,000 and 20,000 lb.
Capacity**

Issued by

The Northwest Seaport Alliance (NWSA)

One Sitcum Plaza

P.O. Box 1837

Tacoma, WA 98401-1837

The NWSA reserves the right to modify this schedule at the NWSA's discretion. Notification of changes in the response due date would be posted on the NWSA website or as otherwise stated herein.

ITB INFORMATION	
Contact:	Alex Compton, Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	253-888-4741
Deadline for Questions	FEBRUARY 17, 2026 @ 2:00 PM (PST)
Bid Submittal Deadline	FEBRUARY 24, 2026 @ 2:00 PM (PST)

**PLEASE SUBMIT ALL QUESTIONS AND BIDS
VIA THE PROCUREMENT PORTAL**

(LINK LOCATED ON THE LEFT SIDE OF THE PROCUREMENT PAGE)

THE NORTHWEST SEAPORT ALLIANCE
Invitation to Bid (ITB) # 012026-1010
Electric Fork Trucks – 10,000 and 20,000 lb. Capacity

In this solicitation the NWSA seeks to obtain one (1) new or used 10,000 lb. Capacity Zero Emission (ZE) Electric Fork Truck, and one (1) new or used 20,000 lb. Capacity ZE Electric Fork Truck as detailed in the specification matrix of this ITB. These ZE electric fork trucks will support the NWSA's terminal operations. To comply with granting agency requirements, zero emissions means powered entirely by electricity or hydrogen. Hybrid models are not eligible. Buy America Buy American (BABA) requirements do not apply to this purchase or grant funding.

The NWSA intends to apply state funding to this purchase. All work must be performed in accordance with associated grant requirements. Therefore, the contract that results from the ITB and various work packages will be subject to the Terms and Conditions of the grant. See "Attachment C" for the Terms and Conditions required by the Washington State Department of Transportation Agreement GCC1141.

The ZE CHE at EB-1 Terminal Project is supported with funding from Washington's Climate Commitment Act (CCA). The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

To the extent of any conflict or inconsistency in the terms of this agreement, the, precedence shall be given to the terms to the extent of the conflict or inconsistency in the following order:

- a. WA Department of Transportation Agreement GCC1141 (Attachment "C")
- b. NWSA Purchase Order Terms and Conditions (Attachment "B")

A. BACKGROUND

The NWSA is an operating partnership of the ports of Seattle and Tacoma. Combined, the ports a leading container gateway in the United States. Regional marine cargo facilities also are a major center for bulk, breakbulk, project/heavy-lift cargoes, automobiles, and trucks.

The NWSA is governed by the two ports as equal Managing Members, with each Managing Member consisting of the five commissioners in each port. Each port's commissioners are elected at large by the citizens of their respective counties. To learn more about the NWSA visit <https://www.nwseaportalliance.com/>.

The NWSA anticipates awarding two (2) contracts to the selected organization(s) for one (1) new or used 10,000 lb. Capacity Zero Emission (ZE) Electric Fork Truck, and one (1) new or used 20,000 lb. Capacity ZE Electric Fork Truck.

The NWSA's Standard Terms and Conditions are included as Attachment B to this ITB. By submitting a bid, the Bidder represents that it has carefully read and agrees to be bound by the 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 NWSA's best interests to adopt the alternative language.

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

The NWSA, at its sole discretion, reserves the right to reject any and all responses, to waive any informalities or irregularities, and to negotiate modifications to this solicitation and responses in order to align the purchase to best meet the needs of the NWSA and granting agency.

B. SOLICITATION OBJECTIVES:

Through this ITB the NWSA will consider bids from all qualified agencies. It is the intent of the NWSA that both Zero Emission Electric Fork Trucks meet or exceed the specification requirements stated in Attachments D and E (Specification Requirements).

The NWSA expects to achieve these outcomes through this solicitation:

- To obtain quality Zero Emission Electric Fork Trucks which meet or exceed specifications;
- Ready access to warranty support and repair parts;
- Using environmentally preferable products;
- Get the best value; and
- Accurate and timely invoicing.

C. SPECIFICATIONS:

See Attachment D and E for specifications on the Zero Emission Electric Fork Trucks.

Repair Facilities

The bidder shall provide by attached letter a list of authorized factory repair facilities, which will honor the warranty of items on contract. The list will include the facility name(s), address, telephone number, and contact person. Evidence showing qualifications of each facility to perform maintenance must be included:

- Nature and extent of factory authorized training received and years of qualifying service on the equipment.

Bids submitted from manufacturers that require service through dealer outlets must include a letter signed by each dealer certifying full understanding and compliance with bid and servicing requirements.

Warranty Services and Performance:

Equipment suppliers must provide technical support and reasonable equipment modifications for 90 calendar days after the date the equipment is reported in service per manufacturer and/or factory warranty requirements. This is to ensure that the purchased equipment can perform the specified operational functions.

Bidders/Suppliers must include, as part of the bid, the factory and/or manufacturer's warranty, which shall cover 100% parts and labor for the entire unit. This warranty must be honored by all authorized factory and/or manufacturer's dealerships.

Supplier shall be liable for all costs associated with warranty repair(s), including, but not limited to, materials, parts, labor, and transport of equipment disabled due to the failure of the equipment during the warranty period.

Warranty coverage will not commence until the date the completed equipment is placed into service as reported by NWSA under the warranty requirements, or 30 days after final payment for the equipment, whichever occurs first.

The equipment Bidder/Supplier must be capable of and will be liable for providing repair parts and supply support for ten (10) years after the delivery date of the equipment.

During the warranty period Supplier must begin physical repairs on equipment failures within 72 hours after the NWSA has notified the Supplier of an equipment failure. Should the Supplier fail to begin equipment repairs within 72 hours after notification, the NWSA may elect (based on operational requirements) to make the warranty repairs. Should the NWSA elect to make such warranty repairs, the Supplier agrees to fully reimburse the NWSA for all parts, materials, labor, shipping and travel costs incurred by the NWSA for such warranty repairs. The NWSA shall provide Supplier with a detailed invoice, and Supplier agrees to pay the NWSA within thirty days (30) after receipt of the invoice.

During warranty period the Supplier may, upon notification of a warranty failure, authorize the NWSA equipment repair technicians to make warranty repairs when it advantages to the NWSA and the Supplier. The Supplier shall reimburse the NWSA for all costs associated with the warranty repair.

D. INSTRUCTIONS, INFORMATION, AND COMMUNICATION:

Bid Procedures and Process

This chapter details NWSA procedures for directing the ITB process. The MWSA reserves the right in its sole discretion to reject the Bid of any Contractor that fails to comply with any procedures outlined in this chapter.

Communications

All communications concerning this acquisition shall be directed to the ITB Coordinator shown below:

Alex Compton
(253) 888-4741

Unless authorized by the ITB Coordinator, no other NWSA official or NWSA employee is empowered to speak for the NWSA regarding this solicitation. Any Contractor seeking to obtain information, clarification, or interpretations from any other NWSA official or NWSA employee other than the ITB Coordinator is advised that such material is used at the Contractor's own risk. The NWSA will not be bound by any such information, clarification, or interpretation.

Following the bid deadline, Contractors shall continue to direct communications to only the NWSA ITB Coordinator. The ITB Coordinator will send out information to responding companies as decisions are completed.

Questions

Contractors are encouraged to submit questions they may have regarding this procurement. Getting answers during the procurement process allows Contractors to make a more informed bid offer. Questions are to be submitted to the ITB Coordinator by the date and time on page 1, to allow sufficient time for the NWSA ITB Coordinator to consider the question before the bids are due. The NWSA requires such questions to be submitted thru the **procurement portal**. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Contractor of any responsibilities under this Bid or any subsequent contract.

Changes to the ITB/Addenda

A change may be made by the NWSA if, in the sole judgment of the NWSA, the change will not compromise the NWSA's objectives in this acquisition. A change to this ITB will be made by formal written addendum issued by the NWSA's ITB Coordinator. Addenda issued by the NWSA shall become part of this ITB specification and will be included as part of the final Contract. The interested Contractor will assure that they have received Addenda.

Receiving Addenda and/or Question and Answers

The ITB Coordinator will try to provide you notice by posting addendums that have been on the NWSA website. Contractors are encouraged to register as Plan Holders for the specific solicitation you are bidding on so automatic notifications are sent out any time changes are made. Notwithstanding efforts by the NWSA, it remains the obligation and responsibility of the Contractor to learn of any addendums, responses, or notices issued by the NWSA. Such efforts by the NWSA to provide notice or to make it available on the website do not relieve the Contractor from the sole obligation for learning of such material.

Some third-party services independently post NWSA bids on their websites. The NWSA does not guarantee that such services have accurately provided Contractors with all information particularly Addendums or changes to bid date/time.

All Bids sent to the NWSA shall be compliant to all Addendums, with or without specific confirmation from the Contractor that the Addendum was received and incorporated. However, the ITB Coordinator can reject the Bid if it does not reasonably appear to have incorporated any published addendum. The ITB Coordinator could decide that the Contractor incorporated the Addendum information or could determine that the Contractor failed to incorporate the Addendum changes and that the changes were material so the ITB Coordinator must reject the Offer, or the ITB Coordinator may determine that the Contractor failed to incorporate the Addendum changes but that the changes were not material and therefore the Bid may continue to be accepted by the ITB Coordinator.

Dealer Authorization

1. Bidders, if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer or

service representative and may sell the manufacturer's products. Failure to comply with this requirement may cause bid rejection.

2. The Bidder, if the manufacturer, shall provide a list of authorized dealers for goods ordered (this is separate from authorized repair facilities however a facility could be both). These dealers should be company-owned distributors, franchised dealers or retail outlets within the 50-mile radius of Tacoma, WA.

Submittal Requirements

This section details NWSA procedures for bid submittal.

1. The format should follow closely that requested in this ITB.
2. Contractors have full responsibility to ensure the response arrives at the NWSA within the deadline. Late bids will be rejected.

Electronic Submittal

Bids 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 the procurement web page (referencing the bid number and name) via the following link [Procurement | NWSA](#). Find the corresponding procurement. 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 Port'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.

It is the bidders' responsibility to verify the receipt of the submittal. Electronic verification will be provided. *Late bids will not be accepted by the NWSA. Bids received after the stated date and time will not be reviewed and shall be deemed non-responsive. All bids 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.

Bid Opening

The Bids shall be accessed by the ITB coordinator after the due date and time indicated. Initial results will be posted online shortly thereafter

Bid and Price Specifications

Contractor shall provide their Offer on forms provided by the NWSA, indicating unit prices for each item, if applicable, attaching additional pages if needed. In the case of difference between the unit price and the extended price, the NWSA shall use the unit price. The NWSA may correct the extended price accordingly. Unless specified otherwise on the Offer Form, Contractor shall quote prices F.O.B. Destination, with freight prepaid and allowed. All prices are to be in US Dollars.

Do Not Submit Extra Comments, Explanations, Information or Changes

The NWSA will reject bids that the ITB Coordinator finds to be taking material exception to the NWSA specifications and NWSA contract. Therefore, be careful that you do not add information or explanations on your Offer form. Do not take exceptions, do not offer alternatives (unless the NWSA specifically requests), and do not mark the Offer with changes to specifications or the contract. Do not attach your own boilerplate. Even adding an explanation about your pricing could cause rejection of your bid. This decision will be made in the sole opinion of the ITB Coordinator. If the Offer Form doesn't seem to adequately address your concern or clarification, call the ITB Coordinator for direction.

Partial and Multiple Awards

Unless stated to the contrary in the Solicitation, the NWSA reserves the right to name a partial and/or multiple awards, in the best interest of the NWSA. Contractors are to prepare pricing and offers given the NWSA's intention to utilize the right to a partial or multiple awards, in the best interest of the NWSA. Further, the NWSA may eliminate an individual line item when calculating award, to best meet the needs of the NWSA, if a particular line item is not routinely available or is a cost that exceeds the NWSA's funds.

Prompt Payment Discount

On the Offer form or submittal, the Contractor may state a prompt payment discount term, if the Contractor offers one to the NWSA. A prompt payment discount term of ten or more days will be considered for bid tabulation.

Interlocal Purchasing Agreements

This is for information only and consent of the Contractor and will not be used to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and other political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the NWSA may purchase from Contracts established by the NWSA. The seller agrees to sell additional items at bid prices, terms, and conditions, to other eligible governmental agencies with such agreements with the NWSA. The NWSA accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon Offer.

Contract Terms and Conditions

Contractors are to carefully review all specifications, requirements, Terms and Conditions, and insurance requirements. Submittal of a response is agreement to all Terms and Conditions. All specifications, requirements, terms, and conditions are mandatory, and all submittals should anticipate full compliance with no exceptions to these Terms and Conditions.

Incorporation of ITB and Bid in Contract

This ITB and the Contractor's response, including all promises, warranties, commitments, and representations made in the successful Bid, shall be binding and incorporated by reference in the NWSA's contract with the Contractor.

Effective Dates of Offer

The prices offered in Bid must remain valid until NWSA completes award. Should any Contractor object to this condition, the Contractor must provide objection through a question and/or complaint to the ITB Coordinator prior to the bid closing date.

Cost of Preparing Bids

The NWSA will not be liable for any costs incurred by the Contractor in the preparation and presentation of Bids submitted in response to this ITB including, but not limited to, costs incurred in connection with the Contractor's participation in demonstrations and the pre-Bid conference.

Contractor Responsibility to Examine Documents

It is the Contractor responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Contractors must comply with all Federal, State, and City laws, ordinances, and rules, and meet all registration requirements where required for Contractors in the Washington Revised Statutes. By responding to this Invitation to Bid (ITB), Contractor agrees that he/she has read and understands all documents within this ITB package.

Contractor Responsibility to Provide Full Response

It is the Contractor's responsibility to respond and Offer Form that does not require interpretation or clarification by the ITB Coordinator. The Contractor is to provide all requested materials, forms, and information. The Contractor is responsible for ensuring the Offer properly and accurately reflects the Contractor specifications and offering. The NWSA does not accept materials to supplement the bid after the bid deadline; however, this does not limit the right of the NWSA to consider additional materials obtained by the NWSA such as references or past experience, even if such materials were not specifically submitted by the Contractor, or to seek clarifications from the Contractor as needed by the NWSA.

Do Not Attach Additional Materials with your Bid

Do not insert material sheets, extra product options, comments on boilerplate, supplemental or suggested contract terms, or other similar materials unless such materials are specifically requested by the NWSA or are necessary to show an "or equal" product specification. Such additional materials can compromise the clarity of your bid and result in rejection of your offer. If the materials conflict with your Offer, the NWSA will not be obligated to clarify or determine which has priority; the NWSA may instead reject your bid.

Changes or Corrections to Bids

Prior to the bid submittal closing date and time established for this ITB, a Contractor may make changes to its bid provided the change is initialed and dated by the Contractor. No change to a bid shall be made after the bid closing date and time. Note you cannot change, mark-up or cross-out any condition, format, provision, or term that appears on the NWSA's published Offer Form. If you need to change any of your own prices or answers you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use white-out.

Errors in Bids

Contractors are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Contractor's obligations to the NWSA.

Withdrawal of Bid

A bid submittal may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission by the NWSA.

Rejection of Bids and Rights of Award

The NWSA reserves the right to reject any or all Bids at any time with no penalty. The NWSA may also waive immaterial defects and minor irregularities in any submitted Bid.

Bid Disposition

All material submitted in response to this ITB shall become the property of the NWSA upon delivery to the ITB Coordinator.

Minority & Women's Business Enterprises (WMBE)

The NWSA encourages participation in all its contracts by Minority & Women's Business Enterprises (MWBE) firms either self-identified or certified by the Office of Minority & Women's Business Enterprises (OMWBE). While the NWSA does not give preferential treatment, it seeks equitable representation from the minority and women's business community.

Participation may be directly in response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by Federal statutes, regulations, grants, or contract terms referenced in the original Solicitation, no preference will be included in evaluating Bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and Bids will not be evaluated, rejected, or considered non-Responsive on that basis.

Any affirmative action requirements in Federal regulations or statutes included or referenced in the original Solicitation will apply. Contractors may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <https://omwbe.wa.gov/> to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section should prevent or discourage Contractors from inviting participation from non-MWBE firms, MWBE firms, and Small and Emerging Businesses.

Proprietary or Confidential Information

To the extent consistent with [Chapter 42.56 RCW](#), the Public Disclosure Act, Purchasing shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, Purchasing will notify the Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Purchasing will release the requested information on the date specified.

The NWSA's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as Purchasing retains Contractor's information in the Purchasing records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

Requesting Disclosure of Public Records

The NWSA asks Contractors/Sub-Contractors and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the

evaluation and selection process or in the event of cancellation or re-solicitation. With this preference stated, the NWSA will continue to respond to all requests for disclosure of public records as required by State Law.

No Gifts and Gratuities

Contractors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any NWSA employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Contractor.

No Conflict of Interest

Contractor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any NWSA official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Contractor performance. The NWSA shall make sole determination on compliance.

E. BID SUBMITTALS:

a) **Legal Name:** Submit a certificate, copy of webpage, or other documentation from the Corporation Commission in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name or a nickname in their daily business. However, the NWSA requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often within the Secretary of State’s Office for each state at <http://www.coordinatedlegal.com/SecretaryOfState.html>.

b) **Specification Sheet and Bid Offer Form:** These responses are mandatory.

Submittal Checklist

This checklist is for your convenience only. It need not be submitted with your bid. This checklist summarizes each form required to complete and submit your bid package to the NWSA.

Cover Sheet	Optional
Legal Name	Important
Attachment D – Specification Sheet – 10,000 lb. Fork Truck	Mandatory if Bidding on this Option
Attachment E – Specification Sheet – 20,000 lb. Fork Truck	Mandatory if Bidding on this Option
Attachment F - Bid Offer & Non-Collusion Form	Mandatory: See form for Options

Attachments:

ATTACHMENT A – SUBMITTAL INSTRUCTIONS

ATTACHMENT B – NWSA TERMS AND CONDITIONS

ATTACHMENT C – WA STATE DOT GCC1141 TERMS AND CONDITIONS
ATTACHMENT D – SPECIFICATION SHEET 10,000 lb. FORK TRUCK (REQUIRED)
ATTACHMENT E – SPECIFICATION SHEET 20,000 lb. FORK TRUCK (REQUIRED)
ATTACHMENT F – OFFER SHEET (REQUIRED)

ATTACHMENT “A”
SUBMITTAL INSTRUCTIONS

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of Solicitation	JANUARY 26, 2026
Last Day to Submit Questions	FEBRUARY 17, 2026 @ 2:00 PM (PST)
Bid Packets Due	FEBRUARY 24, 2026 @ 2:00 PM (PST)
Review/Shortlist*	FEBRUARY 26, 2026
Interviews (if required)*	N/A
Final Selection*	FEBRUARY 27, 2026
Execute Contract*	MARCH 4, 2026

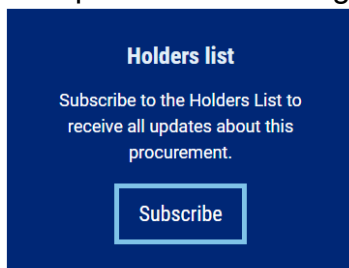
*Dates are tentative.

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

VENDOR OBLIGATION

The NWSA’s Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the NWSA’s website, [Procurement | The Northwest Seaport Alliance](#) under ‘Home -> About Us -> Do Business With Us -> Contracting -> Procurement’.

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



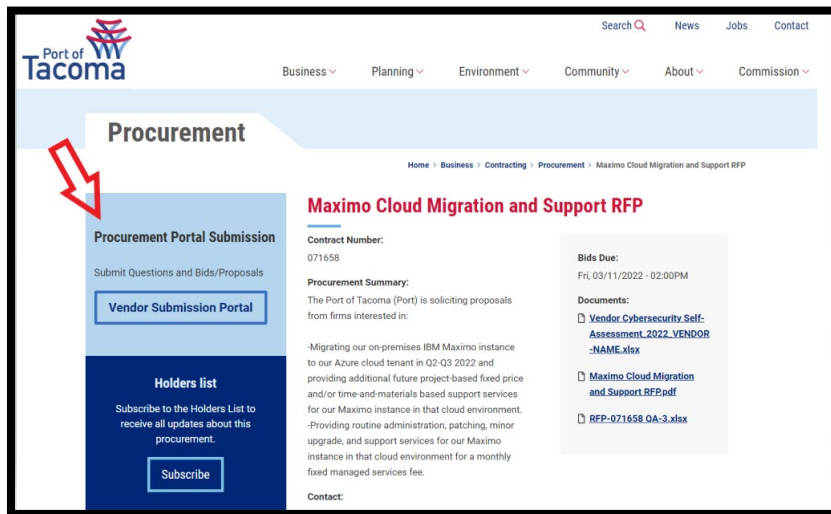
By subscribing to the Holder’s List, firms will automatically be notified when new documents or changes relating to this procurement occur.

***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

Bidders who, relative to this scope of services, contact any individuals or Commission members representing the NWSA or the Port, 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.**)



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

ADDENDA

The NWSA/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 NWSA/Port changes, revises, deletes, increases, or otherwise modifies the Solicitation, the NWSA/Port will issue a written Addendum to the Solicitation. Addenda will be posted to the NWSA's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

SUBMITTAL PROCESS

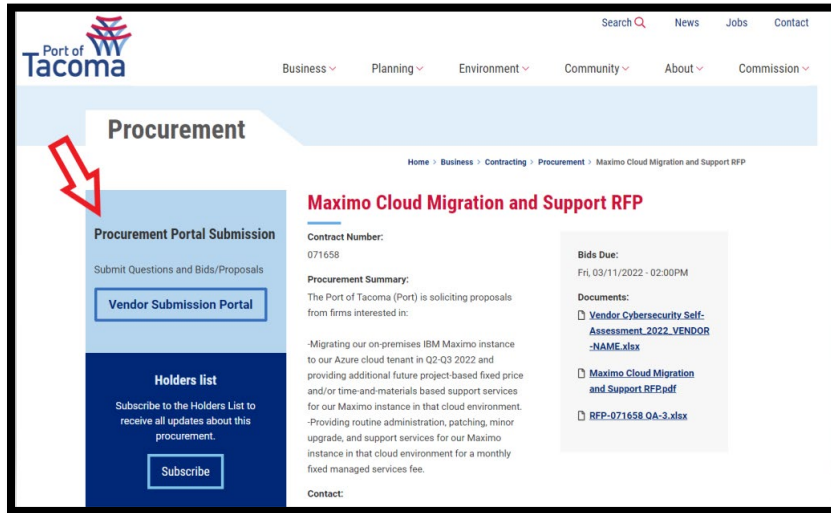
Electronic Submittal:

Bids 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 | The Northwest Seaport Alliance](#). 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 Port'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 bids, 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 of your PDF submittal. 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 NWSA/Port. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

All bids 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.

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 NWSA/Port to analyze the proposal. The NWSA/Port reserves the right to reject such proposals for any reason.

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

All costs incurred in the preparation of a Proposal and participation in this ITB 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 NWSA/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 NWSA/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 NWSA/Port will consider the protest. The NWSA may, within three (3) business days of the NWSA/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 NWSA/Port, the Contracts Director of the NWSA/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 NWSA/Port's receipt of the protest. (If more than one (1) protest is filed, the NWSA/Port's decision will be provided within three (3), but no more than six (6) business days of the NWSA/Port's receipt of the last protest.) If no reply is received from the NWSA/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 Northwest Seaport Alliance 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 NWSA/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 NWSA/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 NWSA/Port by the stated deadline, the NWSA/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 NWSA/Port on account of actions taken under such procedure.

RIGHT TO CANCEL

The NWSA/Port reserve the right to cancel or reissue all or part of this Solicitation at any time, as allowed by law, without obligation or liability.

EXPANSION CLAUSE

Expansion of scope of this contract may occur when, in the opinion of the NWSA/Port Contracts and Purchasing Department, the circumstances meet these criteria:

- (a) It could not be separately bid;
- (b) The change is for a reasonable purpose;
- (c) The change was not reasonably known to either the NWSA/Port or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law);
- (d) The change is not significant enough to reasonably regard it as an independent body of work;
- (e) The change could not have attracted a different field of competition; and
- (f) And the change does not vary the essential identity or main purpose of the contract.

Agreement to such a contract modification must be mutual. Only the NWSA/Port Contracts and Purchasing department has the authority make such agreements on behalf of the NWSA/Port. No other NWSA/Port department has the authority to make such written notices. Written formal notices will document all expansions. The NWSA/Port Purchasing shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the NWSA/Port purchasing manager.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, exercising options and alternates in the bid, or ordering of work originally identified within the originating solicitation. Approval of such changes will be by written order issued by the ITB Coordinator.

PROHIBITION ON ADVANCED PAYMENTS

The NWSA/Port does not accept requests for early payment, down payment, or partial payment, unless the ITB specifically allows such. Maintenance subscriptions may be paid up to one year in advance provided that should the NWSA/Port terminate early, the amount paid shall be reimbursed to the NWSA/Port on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

TAXES ON INVOICE

Contractors shall calculate and enter the state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in under [Chapter 458- 296-127-02620-247 WAC](#).

IDENTIFICATION

All invoices, correspondence, and other written materials associated with this Contract shall be identified by the Contract number or the applicable Purchaser's order number.

INVOICING

Invoices are to detail the services performed each month and must identify the Contract number or Purchase Order number on the invoice. Submit invoices electronically to accountspayable@portoftacoma.com.

PRICE PROTECTION

For the term of the Contract, pricing for all Services will be no greater than the prices quoted in the Contractor's Bid. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Services under similar terms and conditions, through reduction in Contractor's list prices, promotional discounts, or other circumstances, Purchasers must be given immediate benefit of such lower prices and rates.

NO ADDITIONAL CHARGES

Unless otherwise specified in the Solicitation, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with credit cards. Notwithstanding the foregoing, if market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

SUBCONTRACTS AND ASSIGNMENT

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of 30 calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition

may be a material breach establishing grounds for Contract termination. The Contractor shall be responsible for ensuring that all requirements of the Contract shall flow down to all Subcontractors. The existence of a Subcontract shall not operate to release or reduce the liability of Contractor to the NWSA for any breach in the performance of the Contractor's duties.

SPECIFICATIONS BY REFERENCE

Any material specified by reference to the number, symbol or title of a specific standard such as a commercial standard, federal specifications, a trade association standard, or other similar standard, will comply with the requirements in the latest revision thereof, and any amendment or supplement thereof in effect on the date of the ITB, except as limited to type class or grade, or modified in the specification, shall have full force and effect as though printed in specifications.

QUALITY OF LABOR AND MATERIALS

The entire work shall be done in every in a good substantial and workman like manner, fully up to the standards of first-class work of this manner.

SUBSTITUTIONS

The product, equipment, materials, or methods described or noted within the bidding documents are to establish a standard of quality, function, appearance, and dimension, and shall be deemed to be followed by the words "or equal". A proposed substitute shall have approved equal attributes and the NWSA shall be the sole judge of the equality of the product, equipment, materials, or methods offered in the substitution.

TIME

The parties expressly agree that time is of the essence of this contract, and that any unexcused delay in completing work will cause inconvenience and expense to the NWSA, its lessees, and other users of its facilities.

EXTENSION OF TIME

Any extension of delivery and completion time under this contract must have written approval of the NWSA. If delay in completion of the work occurs caused by acts of God, of the public enemy, of the NWSA, of another to perform a contract with the owner, or caused by fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or weather, the sole remedy of the Contractor will be an equitable extension of time allowed for completion.

CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor has authorization to sell under this Contract, only those services stated and allowed for by this Contract. Contractor shall not represent to any Purchasers they have the Contract authority to sell any other materials, supplies, services, and/or equipment. Further, Contractor may not intentionally infringe on other established NWSA Contracts.

ATTACHMENT "B"**NWSA****Standard Terms and Conditions for
Purchase Order Contracts, Invitation to Bid & Request for Quotation**

1. **Entire Agreement:** The Contract represents the entire and integrated agreement between the NWSA, hereby referred to as Port, and the Vendor. It supersedes all prior discussions, negotiations, representations or agreements pertaining to the Work, whether written or oral. In the event of a conflict between the contract documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the work or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations, or orders, the most stringent requirements of any of the above shall govern and be considered as a part of this Contract in order to afford the Port the maximum benefits thereof.

The contract documents which set forth the rights and responsibilities of the Port and the Vendor with respect to this contract shall be construed in accordance with the laws of the State of Washington. Venue for any action between the Port and the Vendor, arising out of or in connection with this contract shall be in Pierce County, Washington. The contract includes the following terms and conditions and includes the invitation to bid, request for quotations, specifications, plans, resolutions and policies of the Port of Tacoma and the laws of the state of Washington, incorporated herein by reference.

2. **Definitions:** "Buyer" means Port of Tacoma. "Seller" means the party with whom Buyer is contracting and any reference to "vendor", "subcontractor", "contractor" or "supplier" shall also mean "Seller". The term "purchase order" or "order" shall mean the name or title of the instrument of contracting, including all documents, exhibits, and attachments referenced therein.

3. **Acceptance:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Seller are objected to and hereby rejected, unless otherwise provided in writing by the Purchasing Manager.

4. **Anti-Trust:** Seller and Buyer recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Buyer. Therefore, Seller hereby assigns to the Buyer any and all claims for such overcharges.

5. **Assignments:** The provisions or monies due under this contract shall only be assignable with prior written consent of the Purchasing Manager. Shipment and billings made under any name other

than Seller's must indicate that shipment is being made through and is subject to all instructions, terms and conditions of this order.

6. **Blanket Purchase Order:** This order is subject to these terms and conditions. Purchases are made as required without minimum or maximum amounts. Purchases are subject to price list provided by Vendor. Order may be terminated by the Port at anytime.

7. **Brands:** When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance and use shall be considered, provided Seller specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

8. **Changes:** No alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this order will be effective without written order of the Purchasing Manager. Unauthorized substitutions will be made entirely at Seller's risk and, at Buyer's option, may be returned without prior authorization at Seller's expense.

9. **Default:** The parties agree that in the event a suit is instituted for any default, the prevailing party shall recover its costs, expenses expended or incurred in connection therewith, and reasonable attorney's fees.

10. **Delivery:** For any exception to the delivery date as specified on this order, Seller shall give prior notification and obtain written approval from the Buyer. With respect to delivery under this order, time is of the essence. The order is subject to termination for failure to deliver as specified. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.

11. **Handling:** No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.

12. **Identification:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall

contain the purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order and shall specify contents therein.

13. Independent Contractor: An independent contractor relationship is created by this contract. The Seller or its employees or agents performing under this contract are not employees or agents of the Port of Tacoma. Conduct and control of the work will be solely with the Seller.

14. Infringements: Seller agrees to protect and save harmless the Buyer against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.

15. Liens: Vendor warrants and represents that all the goods and materials furnished pursuant to this order are free and clear of all liens, claims or encumbrances of any kind.

16. Nondiscrimination: The Seller agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to the employment upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. It is further understood and agreed that any Seller who is in violation of this clause or an applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the Port of Tacoma unless a satisfactory showing is made that discriminatory practices or noncompliance has terminated and that a recurrence of such acts is unlikely.

17. Nonwaiver by Acceptance of Variation: No provision of this order, or the right to receive reasonable performance of any act called for by the Terms shall be deemed waived by a waiver by Buyer of a breach thereof as to any particular transaction or occurrence.

18. Payments, Cash Discount, Late Payment Charges: Separate numbered invoices are required for each order. Invoice only for goods delivered. Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or when invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

Unless otherwise stated, standard payment terms shall be net thirty days following month of invoice date. If Buyer fails to make timely payment, Seller may invoice for one percent per month on the amount overdue, or a minimum of one dollar. Payment shall not be considered late if a check or warrant is available or mailed within the time specified, or if no terms are specified. Payments will normally be remitted by mail. Buyer will not honor drafts, nor accept goods on a sight draft basis.

19. Prices: Seller agrees that goods shall be billed at the lowest price at which it offers to sell or

sells goods of the same description at or before time fixed in this order for shipment, if price is not stated on this order.

20. Rejection: All goods or materials purchased herein are subject to approval by the Buyer. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Buyer or returned, will be at Seller's risk and expense.

21. Risk of Loss: Regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Seller from any obligation hereunder.

22. Save Harmless: Seller shall protect, indemnify, and save the Buyer harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Seller, its employees, agents, or subcontractors.

23. Shipping Instructions: Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. When shipping addresses specify room numbers, Seller shall make such delivery thereto without additional charge. When shipment is specified FOB origin, Seller agrees to prepay all shipping charges, route as instructed and, if instructions are not provided, route by most economical common carrier and to bill Buyer as a separate item on the invoice for said charges. If shipping charges are expected to exceed \$100.00, Buyer shall have the option of determining whether shipping shall be prepaid by Seller or billed directly to Buyer. Seller's invoice for shipping charges shall include a copy of the freight bill showing that payment for shipping charges has been made. It is agreed that Buyer reserves the right to refuse COD shipments.

24. Taxes: Unless otherwise specified, Buyer agrees to pay all state of Washington sales or use tax. No charge by Seller shall be made for federal excise taxes and Buyer agrees to provide exemption certificates when required.

25. Termination for Convenience: The Port may terminate this contract at any time for government convenience, in which case it shall provide notice to the Seller and reimburse the Seller for its costs and fees incurred prior to the notice of termination.

26. Termination for Default: In the event of breach by Seller of any of the provisions of this contract, the Buyer reserves the right to terminate this contract forthwith upon giving oral or written notice to Seller. Seller shall be liable for damages suffered by Buyer resulting from Seller's breach of contract.

27. Warranties: Seller warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose.

28. Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the

statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to the Port if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment.

RECIPIENT/CONTRACTOR must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.



<p>STATE FUNDING AGREEMENT</p> <p>MAXIMUM AMOUNT AUTHORIZED</p> <p>\$2,638,030</p>	<p>ORGANIZATION</p> <p>Northwest Seaport Alliance One Sitcum Plaza Tacoma, WA 98421</p>
<p>AGREEMENT NUMBER</p> <p>GCC1141</p>	<p>DESCRIPTION OF WORK</p> <p>Purchase of zero emissions cargo handling equipment and charging infrastructure deployments at the East Blair One (EB1) Terminal in Tacoma.</p>

This AGREEMENT is between the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the “STATE”, and Northwest Seaport Alliance, hereinafter referred to as the “GRANTEE,” collectively referred to as the “PARTIES” and individually the “PARTY.”

WHEREAS, in Engrossed Substitute House Bill 2134, Chapter 310, Laws of 2024 (pv), Section 308 (14) the Washington State Legislature appropriated \$26,500,000 (Twenty-Six Million Five Hundred Thousand Dollars) from the carbon emissions reduction account created in RCW 70A.65.240 for port electrification competitive grants listed in the LEAP transportation document 2024-2, as developed March 6, 2024;

WHEREAS, the STATE has awarded a port electrification grant to GRANTEE to fund “Northwest Seaport Alliance Electrification Grant 2024” (the “PROJECT”) in the amount of \$2,638,030 (Two Million Six Hundred Thirty-Eight Thousand and Thirty Dollars);

WHEREAS, in chapters 47.06A, 47.66, and 47.76 RCW the Washington State Legislature has determined that multimodal transportation programs and projects and freight mobility projects are of significant interest to the STATE, and permits the STATE to provide funding for multimodal transportation programs and projects and freight mobility projects;

WHEREAS, in chapter 70A.02 RCW (Environmental Justice) the Washington State Legislature has declared it a matter of public interest that environmental health disparities for overburdened communities and vulnerable populations be prevented and addressed in the funding and administration of ongoing and new environmental programs;

WHEREAS, in chapter 70A.65 RCW (Greenhouse Gas Emissions – Capital and Investment Program, also known as the Washington Climate Commitment Act), the Washington State Legislature has recognized the serious challenges inherent to climate change and the importance of acting to reduce its impacts upon people and the environment, including acting to advance environmental fairness and to cap greenhouse gas emissions; and

NOW THEREFORE, pursuant to the above recitals that are incorporated herein as if fully set forth below and in consideration of the terms, conditions, covenants, and performances contained in this AGREEMENT, or attached hereto and by this reference made a part of this AGREEMENT, IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1 SCOPE OF WORK

- 1.1 EXHIBIT A, which is attached to this AGREEMENT, defines the Scope of Work for the PROJECT.
- 1.2 The GRANTEE shall furnish all personnel, facilities, equipment, and other materials and services (except as otherwise specified herein) necessary to perform the PROJECT as set forth in EXHIBIT A.

1.3 All work performed under this AGREEMENT shall comply with applicable provisions of federal, state and local laws and regulations.

SECTION 2 PAYMENTS TO GRANTEE

2.1 The STATE agrees to grant to the GRANTEE monies to accomplish the PROJECT detailed in EXHIBIT A.

2.2 Prior to initiating any work for performance hereunder, the GRANTEE shall provide the STATE with the proposed schedule for each item of work to be performed. The schedule shall be arranged in such a manner as to form a basis for comparison with progress billings for work performed. In the event of a change in the method or time for performance of any work, the GRANTEE shall update the schedule, subject to the STATE's approval, to reflect the changed circumstances.

2.3 The STATE agrees to reimburse the GRANTEE up to a maximum amount of \$2,638,030 (Two Million Six Hundred Thirty-Eight Thousand and Thirty Dollars) for the actual direct and related indirect costs expensed by the GRANTEE in the course of completing the PROJECT required under this AGREEMENT.

2.4 It is understood that the actual PROJECT costs under this AGREEMENT are based on preliminary estimates and that if unforeseen circumstances cause the PROJECT costs to exceed the PROJECT estimate, the GRANTEE shall complete the PROJECT and assume the entire cost overrun without any increase of the STATE's maximum funding commitment made herein.

2.5 Any costs expensed by the GRANTEE prior to the execution of this AGREEMENT will be borne by the GRANTEE and will not be eligible for reimbursement from the STATE.

2.6 The GRANTEE shall comply with all provisions of the most recent version of 48 CFR § 31 (Contract Cost Principles and Procedures) or as subsequently amended, regarding accounting conventions.

2.7 The GRANTEE shall provide the STATE with documentation confirming local matching share amounts have been secured and used for the PROJECT.

2.8 The GRANTEE shall submit quarterly invoices detailing work completed and a monthly PROJECT status report. PROJECT status reports shall include: an account of significant progress made during the reporting period; a description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the PROJECT within the time and fiscal constraints as set forth in this AGREEMENT, together with recommended solutions or corrective action plans; an outline of work and activities planned for the next reporting period; updated milestone schedule dates; an updated monthly spending plan for the duration of the PROJECT; and the state of completion of items in the Scope of Work relative to expenditures of the relevant budget elements. The STATE shall make periodic payments to the GRANTEE for costs expensed under this AGREEMENT. When requesting payment, the GRANTEE shall identify: (1) the total amount of costs to date; and (2) the remaining balance of dollars from the MAXIMUM AMOUNT AUTHORIZED. Supporting documentation for all costs being invoiced, including timecard records, itemized invoices, and/or itemized receipts, shall be submitted with the invoice each quarter. Failure to provide supporting documentation will render the cost ineligible for reimbursement. Payment by the STATE shall not relieve the GRANTEE of any obligation to make good any defective work or material upon PROJECT completion.

2.9 At the time the final PROJECT invoice is submitted, the GRANTEE shall provide the STATE with a written statement confirming it is in compliance with the terms of the AGREEMENT. The STATE will provide an example of this written statement upon request.

2.10 The GRANTEE shall receive reimbursement for the actual cost of items identified in EXHIBIT A, less net salvage value of any material being replaced in carrying out the PROJECT construction. Labor, materials, and/or other PROJECT costs supplied by the GRANTEE will only be reimbursed at actual cost without markup to the STATE or profit.

2.11 Any materials salvaged under this PROJECT will be stockpiled, inventoried, and sold with the proceeds credited to the PROJECT. Documentation shall include the amount (quantity) of materials salvaged, the amount (quantity) actually sold, and the dollar amount received which will be credited back to the PROJECT on the final submitted invoice.

2.12 Reimbursement for GRANTEE rented or leased equipment, if any, will be based on actual cost as supported by original receipts. Reimbursement for GRANTEE-owned equipment shall be based on rates per 23 CFR § 140.910(a) (Company owned equipment). "Equipment" in this AGREEMENT shall mean any items or resources used in the course of completing the PROJECT and not the items, resources, or deliverables that result from completion of the PROJECT.

2.13 Reimbursement for overhead costs will not be allowed unless specified in this AGREEMENT.

2.14 Reimbursement for travel, subsistence, and lodging expenses will not be eligible under this AGREEMENT unless specifically preapproved in writing by the STATE. If preapproved, the GRANTEE shall comply with the rules and regulations regarding travel costs that are contained in EXHIBIT B. Billing for non-salary cost, directly identifiable with the PROJECT, if any, shall be an itemized listing of the charges supported by copies of the original bills, invoices, expense accounts, and miscellaneous supporting data submitted by the GRANTEE with each invoice. All above charges must be essential to the work conducted under this AGREEMENT. Crew travel time between normal workstation and jobsites will not be considered travel under this restriction.

2.15 Per chapter 39.12 RCW, no payment can be made without the approved Intent to Pay Prevailing Wage being submitted to the STATE prior to payment. The online access address for the Prevailing Wage for Public Works Contracts is contained in EXHIBIT C.

2.16 Most of Washington state is covered under the Industrial Fire Precautions Levels (IFPL) system which, by law, is managed by the Department of Natural Resources (DNR). In some cases, jurisdiction is transferred to the United States Forest Service or to the local fire authority. It is the GRANTEE's responsibility to be familiar with the IFPL requirements and to verify whether or not IFPL applies. The online access address for IFPL is contained in EXHIBIT C.

2.17 If the STATE, at its sole discretion, determines that the PROJECT is not progressing in a satisfactory manner, the STATE may refuse monies for reimbursement to the GRANTEE for parts or all of the work performed to date.

2.18 If the PROJECT is not completed by December 31, 2027, the entire expense for the completion of the PROJECT will be borne solely by the GRANTEE. The GRANTEE shall then also be automatically in default and will be obligated to reimburse the STATE for the full amount of funds already paid to the GRANTEE. Any required repayment shall be due within thirty (30) calendar days after receipt of an invoice from the STATE.

2.19 Per chapter 43.88 RCW, any invoices for work performed between July 1st and June 30th of any given year must be submitted to the STATE no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the GRANTEE is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by the STATE for work performed by the GRANTEE prior to July 1st must be submitted to the STATE no later than July 19th of the same year in order for the STATE to accrue the amount necessary for payment. The GRANTEE will thereafter submit any remaining invoices to the STATE for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. The STATE shall not be required to pay to the GRANTEE late payment fees, interest, or incidental costs expensed by the GRANTEE or any other costs related to a delayed payment if the GRANTEE fails to comply with the invoice requirements of this SECTION.

2.20 The payment by the STATE for any work completed shall not relieve the GRANTEE of any obligation to make good any defective work or material.

2.21 It is agreed that any STATE payment, pursuant to any GRANTEE payment request, will not constitute agreement as to the appropriateness of any item, and that required adjustments, if any, will be made at the time of STATE's final payment. In the event that the STATE and/or their representatives conducts an audit, and that audit indicates an overpayment of moneys granted to the GRANTEE, the GRANTEE agrees to refund the overpayment to the STATE within thirty (30) calendar days after being billed therefore. Termination of this AGREEMENT will not alter the GRANTEE's obligation to return any funds due to the STATE as a result of later refunds, corrections, or other transactions. Nor will termination of this AGREEMENT alter the STATE's right to disallow costs and recover funds on the basis of a later audit or other review.

SECTION 3 TERM

3.1 This AGREEMENT shall become effective upon the date the last PARTY signs the AGREEMENT. The AGREEMENT shall continue in full force for the useful life of the materials installed with STATE funds. The PARTIES expect the useful life for the Scope of Work to be ten (10) years. Accordingly, this AGREEMENT shall continue in full force and effect for ten (10) years after the physical completion of the work to be performed for this PROJECT unless terminated sooner in accordance with SECTION 18.

3.2 Notwithstanding SECTION 33, the STATE, at its sole discretion, reserves the right to unilaterally amend the term of this AGREEMENT with respect to the duration of the reporting requirements described in SECTION 10, based on guidance from the Washington State Department of Ecology.

SECTION 4 CONTINGENT INTEREST

4.1 The GRANTEE agrees that the STATE shall retain a Contingent Interest in the PROJECT's capital improvements and the equipment purchased with the funds from this AGREEMENT as described in EXHIBIT A, which binds the GRANTEE, and its successor(s), to continue and maintain the PROJECT in an operating condition that is viable for use in port infrastructure.

4.2 The STATE shall maintain its Contingent Interest for ten (10) years following the PROJECT's completion. During this time the GRANTEE shall not (a) use the port infrastructure, property or equipment purchased with funds from this AGREEMENT as collateral, (b) remove elements of the port infrastructure or equipment purchased with funds from this AGREEMENT for salvage, or (c) use the PROJECT capital improvements or equipment in any manner subordinating the STATE's Contingent Interest without obtaining prior written approval from the STATE. The STATE's Contingent Interest specified under this provision shall apply to any person or persons, company or companies, to include but not limited to any parent or subsidiary company or corporation of GRANTEE, that may have an interest in the PROJECT.

4.3 The requirement that the PROJECT capital improvements and equipment be maintained for port operations shall also be required of all subsequent purchasers, persons, or entities acquiring all, or a material portion of, the port facility for which the PROJECT is constructed. The GRANTEE shall be obligated to include in any contract of sale or other dispositional agreement for all, or any portion of, the PROJECT provisions sufficient to perpetuate the STATE's Contingent Interest to the PROJECT capital improvements and equipment upon the consummation of any such conveyance. The GRANTEE further agrees that, as a precondition to the GRANTEE's execution of any agreement to transfer ownership of all, or a material or equipment portion of, the PROJECT to a subsequent purchaser, assignee, or grantee, the STATE shall retain the right to review and, if necessary, reject, any such agreement that does not contain guarantees sufficient to protect the STATE's Contingent Interest.

4.4 The GRANTEE shall make appropriate entries upon its financial statements and its books and records disclosing the STATE's Contingent Interest under this SECTION 4.

4.5 Should the GRANTEE or its successor(s) fail to continue and maintain the PROJECT for the Contingent Interest term as provided in this SECTION 4, the STATE may pursue compensation, including, but not limited to, the following methods: (a) issuing a lien against the assets that were

improved under the PROJECT; and (b) requiring the GRANTEE to pay back funds for the remaining benefits period. The STATE may conduct periodic PROJECT reviews to ensure that maintenance is occurring in accordance with its Contingent Interest.

SECTION 5 EMPLOYMENT AND INSPECTION OF WORK

5.1 The GRANTEE shall employ all persons or contractors necessary to perform the PROJECT work and agrees to be responsible for the management, control, operation, construction, maintenance, and repairs that are essential to this PROJECT. The STATE may place an Engineer, Project Manager, and/or other inspection personnel on the work site during the term of this AGREEMENT to monitor progress of the PROJECT and/or to monitor adherence to the required provisions of this AGREEMENT. The GRANTEE shall make the site accessible to STATE inspection personnel. This may include providing transportation to remote, inaccessible work sites, at the expense of the GRANTEE.

5.2 The STATE will inspect progress at the work site, as it deems appropriate.

5.3 Upon completion of the PROJECT, a joint inspection shall be made by the authorized representatives of each of the PARTIES to determine that the work has been completed within the terms of this AGREEMENT.

SECTION 6 USE AND MAINTENANCE OF PROJECT CAPITAL IMPROVEMENTS

6.1 The GRANTEE agrees that PROJECT property, equipment, and supplies shall be used solely for the PROJECT activity for the duration of its useful life. Should the GRANTEE unreasonably delay or fail to use PROJECT property, equipment, or supplies during its useful life, the GRANTEE understands that the STATE may require the return of the entire amount of STATE assistance expended on that property, equipment, or supplies.

6.2 The GRANTEE shall give timely notice and receive prior written approval from the STATE for any proposal to use PROJECT property, equipment or supplies in a manner substantially different than set forth in this AGREEMENT.

6.3 The GRANTEE shall make all necessary repairs and reasonably maintain the capital improvements and equipment purchased with the funds from this AGREEMENT so long as the STATE retains rights as specified in SECTION 4. The costs of service, materials, and repairs in connection with the use and operation of the PROJECT shall be at the GRANTEE's expense.

SECTION 7 RESERVED

SECTION 8 MAINTENANCE OF RECORDS AND AUDIT REQUIREMENTS

8.1 During the progress of the work, and for a period of not less than six (6) years from the date of final payment by the STATE to the GRANTEE, records and accounts of the GRANTEE are to be kept intact and available for inspection and audit by representatives of the STATE. Termination of this AGREEMENT does not alter the GRANTEE's requirements under this SECTION 8.

8.2 Copies of the records shall be furnished to the STATE upon request and shall be maintained in accordance with accepted job cost accounting procedures as established in 48 CFR § 31 (Contract Cost Principles and Procedures). All costs must be supported by actual invoices and canceled checks. The GRANTEE agrees to comply with the audit requirements contained herein, and to impose the same requirement on any consultant, contractor, or subcontractor who may perform work funded by this AGREEMENT.

- 8.3 The records to be maintained by the GRANTEE shall include, but are not limited to, the following:
- 8.3.1 Records that identify the sources and applications of funds for this AGREEMENT and contain information pertaining to outlays;
 - 8.3.2 Supporting source documents;
 - 8.3.3 All documentation underlying the preparation of the financial reports;
 - 8.3.4 Any other records which are required following notification of an amendment to state of Washington or federal regulations which takes effect during the period in which costs are allowable; and
 - 8.3.5 Any other records necessary to disclose fully the amount and disposition of the funds provided to the GRANTEE under this AGREEMENT and charged to the PROJECT, supported by documents evidencing in detail the nature and propriety of the charges, the total cost of each undertaking for which the assistance was given or used, the amount of the costs of the undertaking supplied by other sources, and other books, records, and documents needed for a full and complete verification of the GRANTEE's responsibilities and all payments and charges under this AGREEMENT.
- 8.4 In the event that any litigation, claim or audit is initiated prior to the expiration of said six (6) year period, the records shall be retained until such litigation, claim, or audit involving the records is complete.

SECTION 9 QUALITY ASSESSMENTS

9.1 The GRANTEE's project management of the PROJECT may be subject to periodic assessments by the STATE for quality assurance purposes. If requested, the GRANTEE shall provide the necessary staffing to attend assessment interviews, accommodate STATE personnel during field visits, and make available for the STATE to review, requested documentation that supports its quality management activities.

SECTION 10 REPORTING REQUIREMENTS AND DATA COLLECTION

10.1 GRANTEE shall submit data and reports to the STATE as set forth in EXHIBIT D.

SECTION 11 FINAL REPORT AND FINAL INSPECTION

11.1 Within ninety (90) days following the completion of the PROJECT and submission of the final billing for the PROJECT, a final report and/or final inspection shall be submitted to the Project Manager from WSDOT Rail, Freight, and Ports Division containing the following information:

11.1.1 Non-Capital Projects

11.1.1.1 A description of the PROJECT or program.

11.1.1.2 A summary of actual costs of the PROJECT or program.

11.1.1.3 An evaluation of the PROJECT or program. This should address aspects such as transportation, environmental, and/or other benefits to the public.

11.1.2 Capital Projects

11.1.2.1 A final inspection is required by the STATE for acceptance.

SECTION 12 LEGAL RELATIONS

12.1 No liability shall attach to the GRANTEE or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

SECTION 13 INSURANCE

13.1 The GRANTEE represents and warrants that it shall obtain the insurance required in this SECTION 13, and/or also require its Consultants, and Contractors to obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

13.1.1 Worker's compensation and employer's liability insurance as required by the STATE.

13.1.2 Commercial general liability insurance with minimum limits of three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate for each policy period.

13.1.3 Business auto liability insurance providing coverage for any "Auto" (Symbol 1) used in an amount not less than a three million dollar (\$3,000,000) combined single limit for each occurrence.

13.1.4 Professional Liability, with limits no less than two million dollars (\$2,000,000) per occurrence or claim, and a two million dollar (\$2,000,000) policy aggregate, to be required of the GRANTEE's consultants or contractors performing design/engineering services.

13.1.5 RESERVED.

13.1.6 RESERVED.

13.2 Excepting the Worker's Compensation Insurance in SECTION 13.1.1, the STATE, its officers, employees, and agents will be named on all policies of GRANTEE and any consultant and/or contractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The GRANTEE's and the consultant's and/or contractor's insurer shall waive any and all rights of subrogation against the AIs. The GRANTEE shall furnish the STATE with verification of insurance and endorsements required by this AGREEMENT. The STATE reserves the right to require complete, certified copies of all required insurance policies at any time.

13.3 All insurance shall be obtained from an insurance company authorized to do business in the state of Washington. The GRANTEE shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Document Control
WSDOT Rail, Freight, and Ports Division
310 Maple Park Avenue SE, Box 47407
Olympia, WA 98501-2348
srmdoc@wsdot.wa.gov
(360) 705-7900

13.4 No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the STATE.

13.5 The GRANTEE is allowed to self-insure with the prior written consent of the STATE. If granted by the STATE, any self-insured retention or other financial responsibility for claims shall be covered directly by GRANTEE in lieu of insurance. Any and all liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by GRANTEE's insurance will be covered as if GRANTEE elected not to include a deductible, self-insured retention or other financial responsibility for claims. Prior to commencing services, GRANTEE shall furnish to the STATE an acceptable certificate(s) of insurance from an authorized company representative evidencing the required coverage(s), endorsements, and amendments.

SECTION 14 LAWS TO BE OBSERVED

14.1 **General Compliance.** The GRANTEE shall comply with all applicable federal, state, and local laws, rules, regulations, and orders pertaining to the PROJECT, and to the extent applicable, 48 CFR § 31 (Contract Cost Principles and Procedures) and 2 CFR § 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). If any action or inaction by the GRANTEE results in a fine, penalty, cost, or charge being imposed or assessed on or against the GRANTEE and/or the STATE, the GRANTEE shall assume and bear any such fine, penalty, cost, or charges. In the event the STATE, for any reason, is required to pay the same, the GRANTEE, upon demand, shall promptly reimburse, indemnify, and hold harmless the STATE for or on account of such fine, penalty, cost, or charge and shall also pay all expenses and attorney's fees expensed in defending any action that may be brought against the STATE on account thereof. The GRANTEE shall, in the event of any such action and upon notice thereof from the STATE, defend any such action(s) free of cost, charge, and expense to the STATE.

14.2 **Permits and Compliance with land use and environmental laws.** The GRANTEE shall be responsible for obtaining all necessary permits from federal, state, and local agencies of government and compliance with land use and environmental regulations pertaining to the performance of work under this AGREEMENT.

14.3 **Compliance with Social Laws.** During the term of the AGREEMENT, the GRANTEE and its contractors, subcontractors, and lessees shall comply with all applicable state and federal workmen's compensation, employer's liability and safety and other similar laws applicable to the GRANTEE.

14.4 **Equal Employment Opportunity.** In connection with the execution of this AGREEMENT, the GRANTEE or its Contractor shall not discriminate against any employee or applicant for employment because of race, creed, marital status, age, color, sex or national origin, or disability, except for a bona fide occupational qualification.

14.5 **Nondiscrimination.**

14.5.1 **Nondiscrimination Requirement.** During the term of this AGREEMENT, GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of the nondiscrimination requirement to any labor organizations with which the GRANTEE, or subcontractor, has a collective bargaining or other agreement.

14.5.2 **Obligation to Cooperate.** GRANTEE, including any subcontractor, shall cooperate and comply with a Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by the AGREEMENT pursuant to RCW 49.60.530(3).

14.5.3 **Default.** Notwithstanding any provision to the contrary, the STATE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by the AGREEMENT, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the STATE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the STATE may terminate this AGREEMENT in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

14.5.4 **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of AGREEMENT termination or suspension for engaging in discrimination, GRANTEE,

subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under chapter 49.60 RCW. The STATE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe the STATE for default under this provision.

14.6 The GRANTEE agrees to comply with chapter 53.58 RCW regarding the purchase of zero and near zero emissions cargo handling equipment.

14.7 Reserved.

SECTION 15 REINVESTMENT OF ENVIRONMENTAL CREDITS EARNINGS

15.1 To the extent GRANTEE receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation in a like program, GRANTEE agrees to reinvest those monies into services and projects consistent with the state of Washington's carbon emissions reduction account (RCW 70A.65.240). GRANTEE's obligation to reinvest these monies under this SECTION 15 shall be in an amount no less than the proportion of the STATE's funding of this AGREEMENT.

SECTION 16 REPRESENTATIONS, WARRANTIES, AND COVENANTS

16.1 The following representations and warranties by the PARTIES hereto shall be considered conditions precedent to the effectiveness of this AGREEMENT.

16.2 The GRANTEE represents and warrants the following:

16.2.1 That it is a Port Development Authority duly organized, validly existing and in good standing under the laws of the state of Washington;

16.2.2 That the monies the GRANTEE will derive through this AGREEMENT will be used solely for the PROJECT as defined in this AGREEMENT;

16.2.3 That it has the full power and authority to enter into this AGREEMENT, and to carry out the obligations, which it has hereby undertaken;

16.2.4 That all proceedings required to be taken by or on the part of the GRANTEE to authorize its entrance into this AGREEMENT, have been or will be duly taken;

16.2.5 That execution of this AGREEMENT and the performance of the improvement hereunder will not violate any statute, rule, regulation, order, writ, injunction or decree of any Court, administrative agency or government body;

16.2.6 That the GRANTEE has not employed or retained any company or person to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, any fee, commission percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the STATE shall have the right to terminate this AGREEMENT without liability;

16.2.7 That the GRANTEE shall not engage on a full, part-time, or other basis, during the period of the AGREEMENT, any professional or technical personnel, to work on this AGREEMENT, who are, or have been, at any time during the period of the AGREEMENT in the employ of the STATE without written consent of the employer of such person; and

16.2.8 That the GRANTEE shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee, agent, or officer of the STATE nor will the GRANTEE rent or purchase any equipment or materials from any employee or officer of the STATE.

SECTION 17 FORCE MAJEURE

17.1 It is further understood and agreed that neither the GRANTEE nor the STATE, as the applicable case may be, shall be required to keep this AGREEMENT in effect during any period(s) it is prevented from doing so by governmental action, war, strikes, riots, terrorism, pandemic, or civil commotion, or if the port facilities or any portion thereof is made unserviceable by Acts of God including, but not limited to, floods, high water, or other damage by the elements.

SECTION 18 TERMINATION

18.1 Convenience – The STATE may terminate this AGREEMENT in whole, or in part, upon thirty (30) calendar days written notice whenever:

18.1.1 The requisite funding becomes unavailable through failure of appropriation or otherwise; and/or

18.1.2 The STATE determines that such termination is in the best interests of the STATE.

18.2 If the STATE exercises its rights under SECTION 18.1, the STATE shall reimburse GRANTEE for any expenses and costs eligible hereunder prior to receipt of such notice of termination.

18.3 Fault – Should either the STATE or the GRANTEE substantially fail to perform their obligations under this AGREEMENT, and continue in such default for a period of sixty (60) calendar days, the PARTY not in default shall have the right at its option, after first giving thirty (30) calendar days written notice thereof by certified mail to the PARTY in default, to terminate this AGREEMENT. Should either the STATE or GRANTEE fail to exercise any right or remedy during the sixty (60) calendar days in which the other PARTY is in default, such failure shall not subsequently be deemed a waiver of, or preclude the exercise of that or any other right or remedy hereunder. The termination of this AGREEMENT shall not impair any other rights of the terminating PARTY under this AGREEMENT or any rights of action against the defaulting PARTY for the recovery of damages. For purposes of this provision, a substantial failure to perform on the part of the GRANTEE shall be deemed to include, but shall not be limited to, any action of the GRANTEE that jeopardizes its ability to perform pursuant to this AGREEMENT.

18.4 Default – In the event that either PARTY commits a material breach of its obligations under this AGREEMENT and fails to cure that breach within sixty (60) days after receiving written notice thereof, the other PARTY may terminate this AGREEMENT immediately upon written notice to the PARTY in breach.

18.5 After receipt of a notice of termination, and except as otherwise directed by the STATE, the GRANTEE shall:

18.5.1 Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;

18.5.2 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the AGREEMENT that is not terminated;

18.5.3 Assign to the STATE, in the manner, at the times, and to the extent directed by the STATE, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case the STATE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

18.5.4 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the STATE to the extent the STATE may require, which approval or ratification shall be final for all the purposes of this clause;

18.5.5 Complete performance of such part of the work as shall not have been terminated by the

STATE; and, if applicable:

18.5.6 Transfer title to the STATE, and deliver in the manner, at the times, and to the extent directed by the STATE, any property which, if the contract had been completed, would have been required to be furnished to the STATE; and

18.5.7 Take such action as may be necessary, or as the STATE may direct, for the protection and preservation of the property related to this AGREEMENT, which is in the possession of the GRANTEE and in which the STATE has or may acquire an interest.

SECTION 19 INDEMNIFICATION

19.1 The GRANTEE shall indemnify and hold the STATE and all its officers and employees harmless from, and shall process and defend at its own expense, all claims, demands, or suits at law or equity arising out of this AGREEMENT caused by the performance or failure to perform by the GRANTEE, its agents, employees and/or its subcontractors of any and all duties prescribed by, or incidental to its performance under, this AGREEMENT; provided that nothing herein shall require the GRANTEE to indemnify or hold the STATE harmless against claims, demands, or suits based solely upon the negligent conduct of the STATE, its officers or employees; and provided further that if the claims, demands, or suit is caused by or results from the concurrent negligence of (a) the GRANTEE's agents or employees and (b) the STATE's agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision with respect to claims or suits based upon such negligence shall be valid and enforceable only to the extent of the GRANTEE's negligence or the negligence of the GRANTEE's agents or employees.

19.2 The GRANTEE agrees that its obligations under this SECTION extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents while performing construction and/or maintenance for the PROJECT. For this purpose, the GRANTEE, by mutual negotiation, hereby waives with respect to the STATE only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

19.3 This indemnification and waiver shall survive the termination of this AGREEMENT for all claims, demands, or suits at law or equity arising out of this AGREEMENT during its term.

SECTION 20 ASSIGNMENT AND SUCCESSION

20.1 The GRANTEE shall not assign or in any manner transfer either in whole or in part this AGREEMENT or any right or privilege granted to it hereunder, nor permit any person or persons, company or companies, to include but not be limited to any parent or subsidiary company or corporation of GRANTEE, to share in any such rights or privileges without the prior written consent of the STATE except as otherwise herein provided. Nothing in this AGREEMENT shall be construed to permit any other port authority or any other person, corporation, or association, directly or indirectly, to possess any right or privilege herein.

SECTION 21 INDEPENDENT CAPACITY

21.1 The employees or agents of each PARTY who are engaged in the performance of this AGREEMENT shall continue to be employees or agents of that PARTY and shall not be considered for any purpose to be employees or agents of the other PARTY.

SECTION 22 NOTICES

22.1 Any notice, request, consent, demand, report, statement or submission which is required or permitted to be given pursuant to this AGREEMENT shall be in writing and shall be delivered personally to the respective PARTY set forth below, or, if mailed, sent by certified United States (U.S.) mail, postage prepaid and return receipt required, to the respective PARTIES at the addresses set forth below, or to such other addresses as the PARTIES may from time to time advise by written notice to the other PARTY. The

date of personal delivery or of execution of the return receipt in the case of delivery by certified U.S. mail, of any such notice, demand, request, or submission shall be presumed to be the date of delivery.

NOTICES IN THE CASE OF THE GRANTEE:

Sammi Offield
Grants Administrator
The Northwest Seaport Alliance
PO Box 2985
Tacoma, WA, 98401

22.2 Should the above Registered Agent become unavailable, the GRANTEE consents to allowing the legal notices to be sent to the Secretary of State of the state of Washington.

NOTICES IN THE CASE OF THE STATE:

Jason Biggs, PE
Director
WSDOT Rail, Freight, and Ports Division
310 Maple Park Avenue SE, Box 47407
Olympia, WA 98501-2348

SECTION 23 INTERPRETATION

23.1 This AGREEMENT shall be construed liberally so as to secure to each PARTY hereto all of the rights, privileges, and benefits herein provided or manifestly intended. This AGREEMENT, and each and every provision hereof, is for the exclusive benefit of the PARTIES hereto and not for the benefit of any third party. Nothing herein contained shall be taken as creating or increasing any right of a third party to recover by way of damages or otherwise against the PARTIES hereto.

23.2 If any covenant or provision, or part thereof, of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or part thereof, which in itself is valid, if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other provisions except as herein allowed.

23.3 All remedies provided in the AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity, and may be exercised independently, concurrently, or successively therewith.

23.4 Any forbearance of the PARTIES in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of that or any other right or remedy hereunder.

23.5 Each PARTY hereby agrees to immediately notify the other PARTY of any change in law, conditions, or any other event which may significantly affect the TERM of this AGREEMENT or the PARTY's ability to perform the PROJECT in accordance with the provisions of this AGREEMENT.

SECTION 24 SUBCONTRACTING

24.1 It is understood that the GRANTEE may choose to subcontract all or portions of the work. GRANTEE shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by state law. GRANTEE is required to follow procurement procedures that ensure legal, fair, and open competition.

24.2 No contract between the GRANTEE and its contractors and/or their subcontractors and/or material suppliers shall create any obligation or liability of the STATE with regard to this AGREEMENT without the STATE's specific written consent to such obligation or liability notwithstanding any concurrence with, or approval of, the award, solicitation, execution, or performance of any contract or subcontract. The

GRANTEE hereby agrees to include the provisions of this AGREEMENT in all contracts entered into by the GRANTEE for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT. There shall be provisions for a further flow down of such requirements to each sub-tier contractor as required.

24.3 GRANTEE is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this AGREEMENT. Contract awards or rejections are not required to be made based on MWBE participation; however, the GRANTEE is encouraged to take the following actions, when possible, in any procurement under this AGREEMENT:

24.3.1 Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

24.3.2 Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

24.3.3 Establish delivery schedules, where work requirements permit which will encourage participation of qualified minority and women's businesses.

24.3.4 Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

SECTION 25 SAFETY AND LIABILITIES

25.1 Safety. The GRANTEE shall do all things necessary and proper for the safe operation of the PROJECT and shall comply with all regulations prescribed by law or any public authority with respect thereto for the safety of the public or otherwise.

25.2 Personal Liability of Public Officers. No officer or employee of the STATE shall be personally liable for any act, or failure to act, in connection with this AGREEMENT, it being understood that in such matters they are acting solely as agents of the STATE.

25.3 Responsibility for Damage. The STATE, Transportation Commission, Secretary of Transportation, and all officers and employees of the STATE including, but not limited to, those of the Department of Transportation shall not be responsible in any manner for: any loss or damage to the work or any part thereof; any loss of material or damage to any of the materials or other things used or employed in the performance of the work; any injury to or death of any persons, either workers or the public, or damage to the public for any cause due to the intentional acts or negligence of the GRANTEE or its workers, or anyone employed by it.

SECTION 26 AMERICANS WITH DISABILITIES ACT

26.1 The GRANTEE agrees to utilize funds provided under this AGREEMENT in a manner consistent with the requirements of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 et seq.).

SECTION 27 NO WAIVER OF STATE'S RIGHTS

27.1 The STATE shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the AGREEMENT. Neither the granting of an extension of time, nor acceptance of and/or payment for, the whole or any part of the work by the STATE shall bar the STATE from seeking recovery of damages or any money wrongfully or erroneously paid to the GRANTEE. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

SECTION 28 VENUE

28.1 In the event that either PARTY deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the state of Washington, situated in Thurston County. The PARTIES also agree that each PARTY shall be responsible for its own attorney’s fees and other legal costs.

SECTION 29 DISPUTES RESOLUTION

29.1 In the event that a dispute arises under this AGREEMENT, which cannot be resolved between the PARTIES, the dispute shall be settled in the following manner:

29.1.1 Designated representatives from each PARTY agree to meet in good faith to resolve the dispute to the mutual satisfaction of both PARTIES. If after thirty (30) days a resolution is not reached, then;

29.1.2 Each PARTY to this AGREEMENT shall appoint a member to a dispute board. The members so appointed shall jointly appoint a third member who is not employed by or affiliated in any way with the two PARTIES to this AGREEMENT. The dispute board shall evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The PARTIES agree to each be responsible for its own costs and further agree to equally share the cost of the third member of the dispute board.

29.1.3 The GRANTEE and STATE agree that they shall have no right to seek relief in a court of law until and unless the dispute resolution process has been exhausted.

29.2 The following individuals are the Designated Representatives for the purpose of resolving disputes that arise under this AGREEMENT:

Northwest Seaport Alliance
Sammi Offield
Grants Administrator
PO Box 2985
Tacoma, WA, 98401
soffield@portoftacoma.com
253 888 4792

WSDOT Rail, Freight, and Ports Division
Capital & PCC Rail Systems Program Mgr.
310 Maple Park Ave. SE, Box 47407
Olympia, Wash. 98501-2348
srmdoc@wsdot.wa.gov
360-705-7900

29.3 In the event the Designated Representatives are unable to resolve the dispute within ten (10) business days, the following individuals, or their designee, shall confer and resolve the dispute:

Northwest Seaport Alliance
Jason Jordan
Director, Environmental Programs
1 Sitcum Plaza
Tacoma, WA, 98421
jjordan@nwseaportalliance.com
253-830-5321

WSDOT Rail, Freight, and Ports Division
Director
310 Maple Park Ave. SE, Box 47407
Olympia, Wash. 98501-2348
srmdoc@wsdot.wa.gov
360-705-7900

SECTION 30 NOTIFICATION OF THIRD-PARTY CONTRACT DISPUTES OR BREACHES

30.1 The GRANTEE agrees to notify the STATE of any current or prospective major dispute, breach, or litigation pertaining to any third-party contract relating to the PROJECT of this AGREEMENT. If the GRANTEE seeks to name the STATE as a party to litigation for any reason, the GRANTEE agrees first to inform the STATE before doing so. This proviso applies to any type of litigation whatsoever, in any forum.

SECTION 31 COMPLETE AGREEMENT

31.1 This document and referenced attachments contain all of the covenants, stipulations and provisions agreed upon by the PARTIES. No agents, or representative of either PARTY has authority to make, and the PARTIES shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

SECTION 32 EXECUTION OF ACCEPTANCE

32.1 The PARTIES adopt all statements, representations, warranties, covenants, and EXHIBITS to this AGREEMENT.

SECTION 33 AMENDMENT

33.1 Either PARTY may request changes in these provisions. Such changes that are mutually agreed upon shall be incorporated as written amendments to this AGREEMENT. No variation or alteration of the terms of this AGREEMENT shall be valid unless made in writing and signed by authorized representatives of the PARTIES hereto prior to beginning or continuing any work to be covered by the amendment.

SECTION 34 SEVERABILITY

34.1 If any provision of this AGREEMENT is held invalid, all remaining provisions of this AGREEMENT shall continue in full force and effect to the extent not inconsistent with such holding.

SECTION 35 ORDER OF PRECEDENCE

35.1 In the event of inconsistency in this AGREEMENT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) the AGREEMENT; (c) Scope of Work; and (d) Any provisions or terms incorporated herein by reference.

SECTION 36 COORDINATED CLIMATE COMMITMENT ACT BRANDING

36.1 The PROJECT received funding from Washington's Climate Commitment Act (CCA). To strengthen public awareness of how CCA funding is used, the Office of the Governor is directing state agencies that administer funding or manage a CCA-supported program to ensure consistent branding and funding acknowledgments are used in all communications and included in funding agreements and contracts. The "Climate Commitment Act" logo and funding acknowledgment make it easy for consumers and the public to see how the state is using CCA funds to reduce climate pollution, create jobs, and improve public health and the environment, particularly for low-income and overburdened populations.

36.2 The provisions in SECTIONS 36.3 and 36.4 apply to all contractors, subcontractors, service providers and others who assist GRANTEE in implementing the PROJECT.

36.3 Logo requirements. The CCA logo will be used in the following circumstances, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit.

36.3.1 Any PROJECT website or webpage that includes logos from other funding partners.

36.3.2 Any PROJECT media or public information materials that include logos from other funding partners.

36.3.3 On-site signage at any construction locations.

36.4 Funding source acknowledgement. This standard funding language must be used on websites and included in announcements, press releases and publications used for media-related activities, publicity and public outreach.

“The ZE CHE at EB-1 Terminal Project is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

SECTION 37 COUNTERPARTS

37.1 This AGREEMENT may be executed in two counterparts, each of which shall be deemed to be an original having identical legal effect.

37.2 IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT as of the date signed last by the PARTIES below.

STATE OF WASHINGTON
Department of Transportation

By: Jason Biggs
Jason Biggs (Aug 13, 2025 4:48:11 PDT)
Jason Biggs, PE
Director
WSDOT Rail, Freight, and Ports Division

Date: Aug 13, 2025

NORTHWEST SEAPORT ALLIANCE

By: 
John Wolfe
CEO

Date: 8/6/2025

The Northwest Seaport Alliance

Approved as to form:

By: 
James Nelson, Assistant Attorney General
State of Washington

Date: 13 August 2025

Any modification, change or revision to this AGREEMENT requires the further approval as to form by the Office of the Attorney General.

EXHIBIT A
SCOPE OF WORK
Containing
PROJECT DESCRIPTION
SCHEDULE
COST ESTIMATE

PROJECT DESCRIPTION

This project is to purchase and install battery-electric forklifts, chargers, and associated charging infrastructure at East Blair One Terminal in the South Harbor (Tacoma).

Background

Since adopting the updated Northwest Ports Clean Air Strategy (NWPCAS) in April of 2021, the Northwest Seaport Alliance (NWSA) has been working intensively with our industry partners and other stakeholders to advance the Strategy's central goal: to phase out all emissions from all seaport-related activities in Seattle and Tacoma by 2050 or sooner. The WSDOT Port Electrification Grant presents an exciting opportunity to intensify and accelerate progress toward this goal.

The NWSA, a Federal Marine Commission-approved port development authority, is the marine cargo operating partnership of the Ports of Tacoma and Seattle that manages the cargo shipping lines of business and associated facilities on behalf of those two ports. The NWSA is requesting a total of **\$2,638,030** through the WSDOT Port Electrification Grant to fund zero emission (ZE) cargo handling equipment and charging infrastructure deployments at the East Blair One (EB-1) Terminal in the Tacoma harbor, a fast-growing breakbulk facility in the heart of the Port of Tacoma Manufacturing and Industrial Center (MIC) managed and operated by the NWSA itself. Funds will be used to purchase and deploy:

- 1 battery-electric heavy duty 36,000-pound forklift
- 1-2 battery-electric 8,000-pound forklift(s)
- Associated charging infrastructure

The equipment purchases as part of this grant funding will align with the central goal of the State of Washington Climate Commitment Act (CCA) and the Healthy Environment for All Act and will result in quantitative emission reductions, prioritizing the health of our workforce and near-port communities that are disproportionately affected by pollution. This project will remove from operation the most-used and high-polluting diesel equipment at the EB-1 Terminal, which will improve air quality and reduce environmental health disparities in overburdened communities living near the facility. The 36,000-pound forklift to be purchased and deployed represents proven technology for breakbulk operations and will be a priority for this funding. The number of 8,000-pound forklifts that will be purchased with the funds is dependent on the charging infrastructure needs, which will be assessed concurrently using funds awarded to the NWSA via the EPA Clean Ports Climate and Air Quality Planning Competition.

The ZE cargo handling equipment deployments at EB-1 Terminal proposed here are part of a broader ZE Shipping Terminal (ZEST) Plan, a roadmap to transition EB-1 Terminal to ZE that includes shovel-ready design for shore-side infrastructure to support ZE equipment and fleet vehicle charging. We plan to combine and leverage both Federal and State funding sources to support the proposed project, demonstrating both the demand and longevity of public funds to support reducing emissions.

ZE cargo handling deployments are a key tactic for reducing emissions and environmental health disparities at and near our terminals. Soon after adoption of the NWPCAS, the NWSA developed and adopted a [Clean Air Implementation Plan](#) that establishes five-year milestones for advancing the goal of ZE by 2050 or sooner. Priority programs include the Clean/ZE Cargo Handling Equipment Program, the goal of which is

to deploy at least 25 pieces of ZE cargo handling equipment in our gateway by 2025. Utilizing state funding to purchase equipment would help us move closer to this goal and bolster our position as a national leader, setting the example for our marine terminal operators and other supply chain partners, and bolstering their confidence in the demonstrated technology,

Emissions from cargo handling equipment operations represent approximately 9% of the NWSA's greenhouse gas emissions and 13% of the total maritime-related DPM emissions in our airshed, according to our most recent emissions inventory. ZE equipment deployment at our terminals is core to our strategy for phasing out those GHG and DPM emissions, starting with replacing our most polluting pieces of diesel equipment. The 36,000-pound heavy-duty battery-electric forklift to be purchased with this grant funding will replace an older diesel-powered heavy-duty forklift that is currently leased by NWSA and operates approximately 1,000 hours annually. The 8,000-pound battery-electric forklift(s) will replace Tier 0 diesel-powered forklifts that operate approximately 500 hours each annually.

Because the NWSA directly manages the EB-1 Terminal (rather than leasing it to a private marine terminal operator), we have more direct control over strategies and investments. As a hard-to-decarbonize breakbulk cargo facility that is one of the fastest-growing terminals in the NWSA gateway, ZE equipment at EB-1 offer a unique opportunity for impact. Our main commercial customer at this facility – Wallenius Wilhelmsen (WWL) -- is keen to partner with us on this effort. WWL, a market leader in Roll-on Roll-off (Ro/Ro) shipping, transports more than 150,000 new automobiles and other breakbulk cargo through the NWSA gateway (mostly at the EB-1 Terminal) on an annual basis and also leases the Taylor Way Auto Facility, a major new vehicle processing center in Tacoma. WWL has an aggressive company-wide decarbonization strategy to dramatically reduce emissions by 2030 and be net-zero by 2040, a decade ahead of the International Maritime Organization goal of net-zero by 2050. WWL views decarbonization as an end-to-end supply chain responsibility and is heavily invested in reducing emissions not just from the ships they transit, but also from their vessels while at berth by plugging into shore power and from the equipment that loads and unloads their vessels.

The NWSA and WWL are already collaborating, with other public and private partners including the US Department of State and US Department of Energy, to develop what could be the world's first Green Shipping Corridor¹ for auto carrier vessels traveling between the Port of Tacoma (i.e. the NWSA's south harbor) and the Ulsan Port Authority in the Republic of Korea. Once established, the Green Shipping Corridor will support green methanol-powered and shore power capable ships deployed by WWL. The WWL vessels are currently on order, being constructed and expected to be deployed at the end of 2027, so we are working hard to assess the Green Shipping Corridor feasibility.

- **General Scope of Work**

Equipment deployments at EB-1 Terminal will expand on the efforts that are already in motion and include the following:

- Identify infrastructure needs to support priority CHE deployments (to be completed using matching funds)
- Where practicable, review and incorporate resiliency measures and innovative energy technologies to manage peak demand (to be completed using matching funds)
- Assess permit requirements and applicable codes for infrastructure improvements (to be completed using matching funds)
- Purchase battery-electric forklifts and associated charging stations
- Install charging infrastructure to support the deployment of battery-electric forklifts

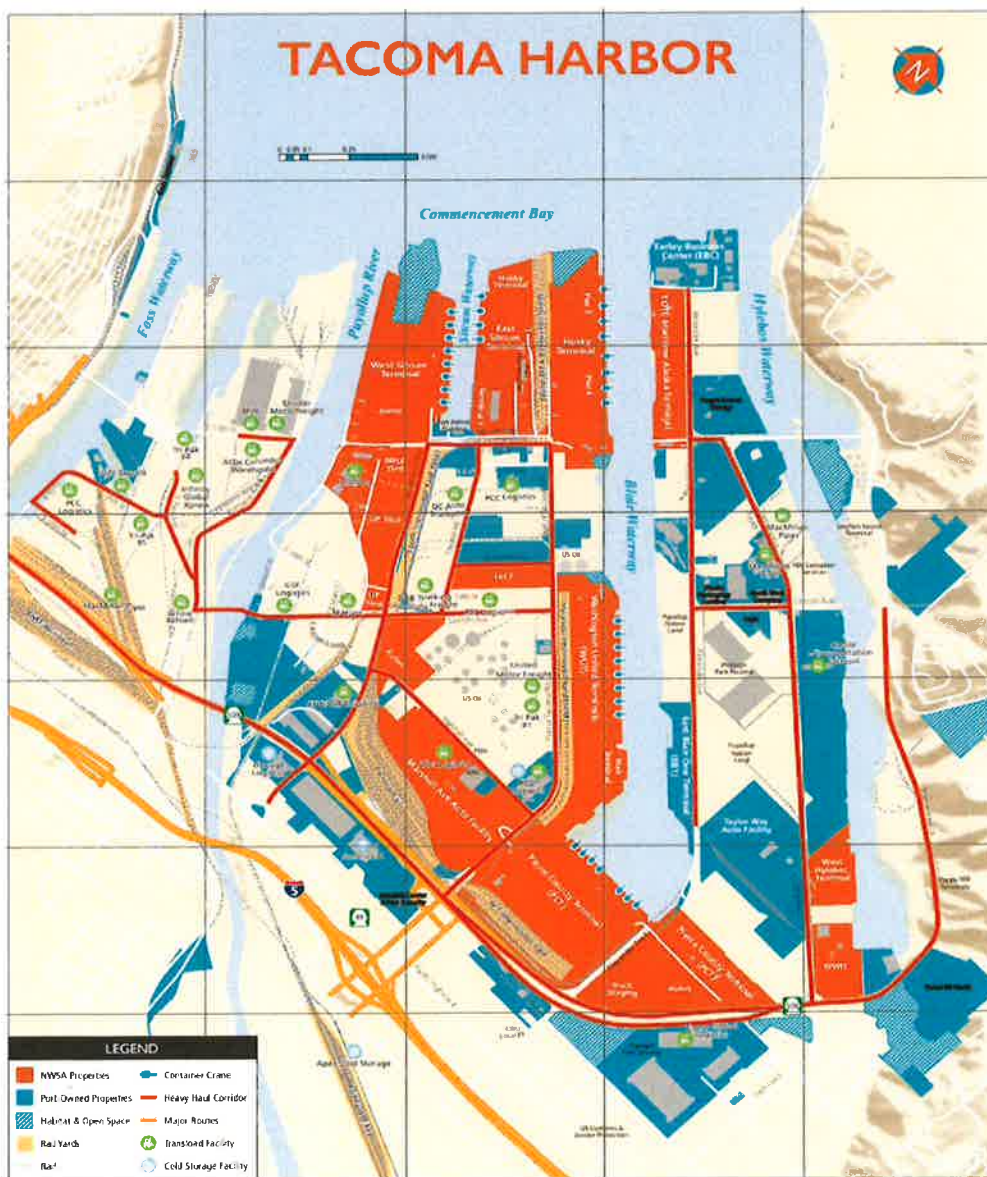
¹ [United States – Republic of Korea Joint Statement on Green Shipping Corridors Collaboration - U.S. Embassy & Consulate in the Republic of Korea \(usembassy.gov\)](#)

Transitioning to an entirely ZE terminal at EB-1 will require significant capital investments from the NWSA and our industry partners, starting with the equipment that is used to move cargo. Utilizing state funds to support the first ZE equipment purchases at EB-1 Terminal in Tacoma Harbor will be a significant milestone not only for the NWSA and our partners, but for the State of Washington in demonstrating the pivotal role of CCA funds in eliminating harmful emissions.

Location

The East Blair One (EB-1) Terminal is a fast-growing breakbulk facility located in the South Harbor (Tacoma) in the heart of the Port of Tacoma Manufacturing and Industrial Center (MIC) and is managed and operated by the NWSA.

East Blair One Terminal in the South Harbor (Tacoma)



Tasks

Project Management

- The NWSA will issue a Request for Proposal (RFP) for each equipment purchase and installation as part of this project. Based on merit criteria, including cost estimate and emission reduction potential, the NWSA will issue a purchase order with select parties. The NWSA will be responsible for procurement, reporting, and community engagement.
- Assumptions:
 - NWSA staff from the Environmental and Engineering teams will manage this project using in-kind matching funds.
- Deliverables:
 - Invoices of expenditures (quarterly)
 - Monthly progress reports
 - Copies of published Request for Proposals (RFPs)
 - Final project summary report

Environmental Reporting

- The NWSA plans to track and report the following metrics:
 - Number of ZE CHE purchased and deployed
 - Number of chargers purchased and deployed
 - Emission reductions of GHGs, DPM, and other criteria air pollutants
 - Cost of reduced GHG emissions, per metric ton of CO₂e
 - Operating hours of deployed ZE CHE
 - Energy usage at each charging station
 - Whether the project provided direct and meaningful environmental and social benefits to vulnerable populations within the boundaries of overburdened communities, and if so:
 - The actual or estimated amount of expenditures to date that have provided such benefits; and
 - An explanation of how expenditures have provided such benefits.
- Assumptions:
 - Project reporting will be performed by NWSA staff using matching in-kind funds.
- Deliverables:
 - Annual GHG emission reduction and social benefits reporting

Community Engagement

- Near-port communities were deeply engaged in the development of the 2020 Northwest Ports Clean Air Strategy and the 2021-2025 Clean Air Implementation Plan, through a nearly three-year long process including in-person and virtual workshops, focus groups, webinars, surveys, and one-on-one consultations with key stakeholders. Local Tribes were invited to participate in these processes as well and did so as their time and bandwidth allowed. As such, meaningful community engagement is already standard practice for the NWSA and the Port of Tacoma (PoT), which have strong community engagement goals, processes, programs, and teams in place. For example, the PoT communicates and engages with Tacoma-area residents and community-based organizations in many ways, such as: neighborhood council and chamber of commerce meetings; booths at farmers' markets and community festivals where information about port-related clean air and climate solutions is shared and input from garnered; and dozens of public port tours during which clean air and climate solutions are featured.

To support effective community communication and engagement, we plan to rely on our existing ongoing community engagement activities described above, and commit to engaging

in community events or meetings, as well as NWSA digital communication strategies. We will encourage community engagement through our ongoing Clean Air Quarterly newsletter and our web portal at www.nwcleanports.org.

- Assumptions:
 - Community engagement will be performed by NWSA staff using matching in-kind funds.
- Deliverables:
 - NWSA staff will provide annual updates about this project to near-port communities through our Clean Air Quarterly newsletter and will feature project updates on our web portal.

Material Acquisition

- Purchase ZE CHE and associated infrastructure, and any materials needed for construction to support these priority CHE deployments.
- Assumptions:
 - The number of Battery Electric forklift purchases is dependent on the charging infrastructure costs determined during the design phase (shovel-ready design will be conducted under a separate grant)
- Deliverables:
 - Proof of purchase of 2-3 battery electric forklifts and chargers

Construction

- Install necessary charging infrastructure to support priority CHE deployments.
 - Assumptions:
 - Any construction materials needed for charging infrastructure and associated costs to support the forklift deployments as part of this grant will be determined during the engineering and design phase.
 - Deliverables:
 - Proof of purchase and installation of charging infrastructure needed to support forklifts installed and operational at EB-1 Terminal
-

SCHEDULE

Milestone	Approximate Date
Contract Execution	Q3 2025
PE Design Start	Q3 2025
PE Design Completion	Q4 2025
Final Design Start	Q4 2025
Final Design Completion	Q3 2026
Material Acquisition	Q4 2025
Construction Start	Q3 2026
Construction Completion	Q4 2027
Revenue Service	Q1 2026
Contract Closed	Q1 2028
Final Report (SECTION 11 of this AGREEMENT)	Q4 2027

COST ESTIMATE

Task	STATE Contribution	Matching Funds	Total Estimate
Project Management		\$75,000	\$75,000
Environmental Reporting		\$50,000	\$50,000
PE Design		\$150,000	\$150,000
Community Engagement		\$25,000	\$25,000
Final Design		\$150,000	\$150,000
Materials*	\$850,000		\$850,000
Construction	\$1,788,030		\$1,788,030
TOTAL	\$2,638,030	\$450,000	\$3,088,030

*will scale up equipment purchases if the infrastructure construction costs are lower

Cost estimate includes:

- Federal match* - US EPA Clean Ports Program Air Quality & Climate Planning Grant (secured) (10%)
- NWSA in-kind match (secured) (5%)
- \$2,638,030 funding from WSDOT

* It is anticipated that federal funding will be the source of matching funds.

EXHIBIT B
TRAVEL RULES AND PROCEDURES

Appendix 23.84 Local Programs Quick Reference Travel Guide

Meals

Must be in travel status during the entire department determined meal period

Same Day Travel

- Traveler must be in travel status for 11 hours
- Meals will be reimbursed at the rate in effect for the location of the traveler's last temporary duty station of the day
- Meals will be reported as taxable income to the traveler

Overnight Travel

- Meals will be reimbursed at the rate in effect for the area where the traveler stops for sleep. The rate for the last day of travel (return day) is the rate for the location where the traveler last stopped for sleep.
- Meals are not reported as taxable income

Meal Periods

- Breakfast: the hour and a half immediately prior to the start of the regularly scheduled shift
- Lunch: the time the employee normally eats or, if eating times vary, halfway through the regularly scheduled shift
- Dinner: the hour and a half immediately following the end of the regularly scheduled shift

Note: Meal periods on scheduled day off and flex day is the same as the predominant work schedule for the week or pay period. For example, an employee works 4-9's and 1- 4 hour schedule. Meal periods on day off and the 4 hour day are based on the 9 hour shift.

Per Diem Rates

Washington State Per Diem Map⁸

Continental USA Per Diem Rates⁹

⁸ www.ofm.wa.gov/resources/travel.asp

⁹ www.gsa.gov/portal/content/104877

Lodging

- Eligible when the temporary duty station is more than fifty miles (most direct route) from the traveler's official residence and official station (50 mile rule)
- Limited to the basic government room rate plus any applicable sales taxes and/or hotel taxes
- Lodging tips or gratuities will not be reimbursed
- Travelers are reimbursed actual cost, as evidenced by receipt, for a single basic room up to the maximum lodging rate (state government room rate. See per Diem rate links pg. 1).

Exceptions-50 Mile Rule

- Approvers may approve exception to the fifty mile rule in the following situations:
- When the amount of time between the close of business on the first day and the start of business on the second is 11 hours or less (based on 3 hours personal time and 8 hours of sleep)
- When health and safety of the traveler is of concern. This requires written approval attached to the Travel Expense Voucher

Exceptions-150% Rule

- Requires written pre-approval
 - Approvers may approve exception to the 150% rule in the following situations:
 - The costs in the area have escalated for a brief period of time during special events or disasters
 - Accommodations are not available at or below the maximum lodging amount, and the savings achieved from occupying less expensive lodging at a more distant site are consumed by an increase in transportation and other costs. Note a cost analysis must accompany this condition
 - The traveler attends a meeting, conference, convention, or training session where the traveler is expected to have business interaction with other participants in addition to scheduled events. Further, it is anticipated that maximum benefit will be achieved by authorizing the traveler to stay at the lodging facility where the meeting, conference, convention, or training session is held
- 150% Rule Calculation for Lodging Meals +
Lodging= Total Per Diem x 1.5= 150% Amount for lodging

Transportation

Privately Owned Vehicle (POV)

- Use of POV for personal reasons is reimbursable at the elective POV rate.
- The traveler's private insurance policy provides primary liability coverage when using POV for business travel -- Proof of insurance must be maintained for POVs used for state business
- Transporting unauthorized passengers in a POV is considered a personal decision. The State of Washington assumes NO responsibility for such unauthorized passengers under any circumstances

Common Non-Reimbursable Travel Costs

- Alcoholic Beverages
- Cost of the daily commute between the traveler's regular place of work, permanent duty station (or telework site) and home. This includes travel to work on day off.
- Tolls associated with the use of high occupancy toll (HOT) lanes
- Parking tickets or moving violations
- Meal costs incurred at the traveler's official duty station or official residence
- Meal costs when the traveler does not incur expenses for meals because they are furnished. This excludes continental breakfasts and airline meals.
- Lodging expenses incurred at a lodging facility located at either the traveler's official duty station or official residence.
- Lodging incurred at a lodging facility or temporary duty station located within 50 miles of either the official residence or official station.
- Lodging expenses when a traveler stays at a non-commercial lodging facility such as a private/family residence or state provided facility.
- Lodging expenses for family members accompanying the traveler
- Valet Services
- Entertainment expenses
- Out of pocket charges for vehicle service calls due to the negligence of the traveler
- Personal trip insurance
- Personal telephone calls
- Taxi fares, motor vehicle rental, and other transportation costs to or from places of entertainment and other non-state business.
- Any tips or gratuities associated with personal expenses.

EXHIBIT C

PREVAILING WAGE FOR PUBLIC WORKS CONTRACTS

Please review the Washington State Department of Labor and Industries Website for periodic updates to these rates.

<https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates>

INDUSTRIAL FIRE PRECAUTION LEVELS

Fire suppression equipment shall be required at each work location, and the GRANTEE shall monitor the Industrial Fire Precaution Level at the following link.

<https://www.dnr.wa.gov/ifpl>

EXHIBIT D

REPORTING REQUIREMENTS AND DATA COLLECTION

GRANTEE shall submit data and reports, no later than July 31 annually and in a form and format to be provided by the STATE, regarding the following:

Emissions Reductions

1. Whether the PROJECT produced any verifiable reduction in greenhouse gas emissions or other long-term impact to emissions; and if so:
2. The quantity of reduced greenhouse gas emissions; and
3. The cost per carbon dioxide equivalent metric ton of reduced greenhouse gas emissions (prorated to actual expenditures from this AGREEMENT out of total PROJECT expenditures, if there are additional funding sources); and
4. The California Air Resource Board and/or Washington State Department of Ecology resource used to calculate the emissions reductions.

Benefits to Overburdened Communities and Vulnerable Populations

1. Whether the PROJECT provided direct and meaningful benefits to vulnerable populations within the boundaries of overburdened communities, as defined in RCW 70A.65.030(1), RCW 70A.65.230(3), RCW 70A.02.010(14), and RCW 70A.65.010(54); and if so:
2. The actual or estimated amount of PROJECT expenditures to date that have provided such benefits;
3. The geographic location(s) of the overburdened community(s) served, using census tract identifiers (STATE to provide a map to GRANTEE);
4. How members of these communities were involved in determining/measuring PROJECT benefits, as well as any relevant information collected via community engagement; and
5. An explanation of how PROJECT expenditures have provided such benefits (i.e., a description of which benefits were provided and how expenditures provided the benefits).

Programs, Activities, or Projects Formally Supported by a Resolution of an Indian Tribe

1. The actual or estimated amount of PROJECT expenditures to date that have been used for programs, activities, or projects formally supported by a resolution of a federally recognized tribe.

Other

1. Any co-benefits associated with the expenditure, described in a few sentences; and
2. Anything else the GRANTEE would like the legislature to know about the PROJECT.

The STATE shall provide the methodologies and tools for quantifying information in the data and reports under this EXHIBIT D. The GRANTEE shall use only those methodologies and tools provided by the STATE to quantify information, except as otherwise permitted in writing by the STATE. The STATE may require the GRANTEE to provide raw data in lieu of, or in addition to, calculated quantities or estimates.

. The PARTIES agree to amend this EXHIBIT D with respect to the duration or nature of the reporting requirements as a result of any statutory or other changes governing the STATE's data collection obligations.






GCC 1141 for Dir Signature

Final Audit Report

2025-08-13

Created:	2025-08-13
By:	Carolyn Simmonds (carolyn.simmonds@wsdot.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXrgB7Xnb5pNa9hASzGR5uOhPTXhec9Yy

"GCC 1141 for Dir Signature" History

-  Document created by Carolyn Simmonds (carolyn.simmonds@wsdot.wa.gov)
2025-08-13 - 8:17:57 PM GMT - IP address: 164.110.62.169
-  Document emailed to Jason Biggs (jason.biggs@wsdot.wa.gov) for signature
2025-08-13 - 8:19:07 PM GMT
-  Email viewed by Jason Biggs (jason.biggs@wsdot.wa.gov)
2025-08-13 - 9:47:44 PM GMT - IP address: 104.47.65.254
-  Document e-signed by Jason Biggs (jason.biggs@wsdot.wa.gov)
Signature Date: 2025-08-13 - 9:48:11 PM GMT - Time Source: server- IP address: 198.238.213.153
-  Agreement completed.
2025-08-13 - 9:48:11 PM GMT

Attachment "D"

Specification Sheet 10,000 lb. Fork Truck

Item #	Specification Requirements	Check if meets or Exceeds	Describe Offered Alternatives
General			
1	This specification intends to describe the requirements for a new or used 10000 lb. capacity electric fork truck with 24" load center.		
2	Shall have tapered 8' forks, 6" wide, no thicker than 2" at the heel.		
3	Shall have pin type roller carriage with independent side shift.		
4	Shall have independent fork positioning.		
5	Shall have capacity plates in Imperial measurements		
6	Shall have two stage standard mast with maximum visibility.		
7	Shall have weight indicator in display.		
8	Shall have rearward facing radar sensors & cameras with in cab monitor.		
9	Shall meet all WISHA, ANSI & OSHA Safety Code requirements and come equipped with fire extinguisher.		
10	State the warranty periods for the below listed items:		
	Overall:		
	Hydraulics:		
	Batteries:		
11	The successful bidder will deliver the completed unit to: 802 Port Center Road, Tacoma WA 98421		
Body			
12	Shall have a climate controlled cabin		
13	Shall have adjustable seating.		
14	Shall have cabin insulation.		
15	Shall have all necessary LED lighting		
16	Shall have cab floor mat		
17	Shall have protective wrap or covers on all hydraulic hoses to protect from sharp edges and abrasion..		
18	Shall have all necessary safety components.		
19	Shall have easy access to all filters, fluid drains and check points.		
Battery & Drivetrain			
21	Shall have lead acid batteries		
22	Shall have remote fluid drains where possible.		
23	Shall have regenerative brake system.		

24	Shall have hydraulic oil system cooler.		
25	Shall have in cab monitoring of all operating systems.		
Exterior finish			
26	The Port expects professional workmanship on all products purchased. With this in mind, these finishing requirements will be closely scrutinized during the specification compliance inspection.		
27	There shall be no welding scale, roughness, sharp corners; or rust stains on the unit.		
28	The unit shall be fully coated with quality primers, and paint in manufacturer's standard color.		
Electrical System			
30	12/24 volt electrical system with easily accessible fuses and relays.		
31	Batteries shall be easily accessible.		
32	LED lighting at cab and chassis for night use.		
33	Shall have a protective loom wrap on all wiring.		
34	Shall have travel alarms and strobe lights to include motion alarms for forward, reverse & all mast functions		
Publications / Manuals			
35	Unit to be delivered with 2 sets of service, parts and operators manuals. Digital forms are acceptable.		
36	Software, hardware and cabling or access to online diagnostic service needed to maintain all systems on the unit.		
37	To reduce potential down-time, the Port of Tacoma requires the unit to have a Dealership with warranty service support and stock of common wear items and spare parts within 50 miles of the Port of Tacoma.		

Attachment "E"

Specification Sheet 20,000 lb. Fork Truck

Item #	Specification Requirements	Check if meets or Exceeds	Describe Offered Alternatives
General			
1	This specification intends to describe the requirements for a new or used 20000 lb. capacity electric fork truck with 24" load center.		
2	Shall have tapered 8' forks, 7.5" wide, no thicker than 2.5" at the heel.		
3	Shall have pin type roller carriage with independent side shift.		
4	Shall have independent fork positioning.		
5	Shall have capacity plates in Imperial measurements		
6	Shall have two stage standard mast with maximum visibility.		
7	Shall have weight indicator in display.		
8	Shall have rearward facing radar sensors & cameras with in cab monitor.		
9	Shall meet all WISHA, ANSI & OSHA Safety Code requirements and come equipped with fire extinguisher.		
10	State the warranty periods for the below listed items:		
	Overall:		
	Hydraulics:		
	Batteries:		
11	The successful bidder will deliver the completed unit to: 802 Port Center Road, Tacoma WA 98421		
Body			
12	Shall have a climate controlled cabin		
13	Shall have adjustable seating.		
14	Shall have cabin insulation.		
15	Shall have all necessary LED lighting		
16	Shall have cab floor mat		
17	Shall have protective wrap or covers on all hydraulic hoses to protect from sharp edges and abrasion..		
18	Shall have all necessary safety components.		
19	Shall have easy access to all filters, fluid drains and check points.		
Battery & Drivetrain			
21	Shall have lead acid batteries		

22	Shall have remote fluid drains where possible.		
23	Shall have regenerative brake system.		
24	Shall have hydraulic oil system cooler.		
25	Shall have in cab monitoring of all operating systems.		
Exterior finish			
26	The Port expects professional workmanship on all products purchased. With this in mind, these finishing requirements will be closely scrutinized during the specification compliance inspection.		
27	There shall be no welding scale, roughness, sharp corners; or rust stains on the unit.		
28	The unit shall be fully coated with quality primers, and paint in manufacturer's standard color.		
Electrical System			
29	12/24 volt electrical system with easily accessible fuses and relays.		
30	Batteries shall be easily accessible.		
31	LED lighting at cab and chassis for night use.		
32	Shall have a protective loom wrap on all wiring.		
33	Shall have travel alarms and strobe lights to include motion alarms for forward, reverse & all mast functions		
Publications / Manuals			
34	Unit to be delivered with 2 sets of service, parts and operators manuals. Digital forms are acceptable.		
35	Software, hardware and cabling or access to online diagnostic service needed to maintain all systems on the unit.		
36	To reduce potential down-time, the Port of Tacoma requires the unit to have a Dealership with warranty service support and stock of common wear items and spare parts within 50 miles of the Port of Tacoma.		

ATTACHMENT F - OFFER SHEET

Page 1 of 1

NWSA

ITB# 012026-1010

Title: Electric Fork Trucks – 10,000 and 20,000 lb. Capacity

All freight and delivery charges are to be included in the cost of the line item. US dollar pricing only.

Item #	Description	Est. Qty.	U/M	Unit Price (MANDATORY)	Total Extended Price (excluding sales tax)
1a	Option 1a = New 10,000 lb. Capacity Zero Emission (ZE) Electric Fork Truck as Specified in Attachment D	1	EA	\$	\$
1b	Option 1b = Used 10,000 lb. Capacity Zero Emission (ZE) Electric Fork Truck as Specified in Attachment D	1	EA	\$	\$
2a	Option 2a = New 20,000 lb. Capacity Zero Emission (ZE) Electric Fork Truck as Specified in Attachment E	1	EA	\$	\$
2b	Option 2b = Used 20,000 lb. Capacity Zero Emission (ZE) Electric Fork Truck as Specified in Attachment E	1	EA	\$	\$

Additional Pricing may be shown below for options not specified in the matrix. The NWSA may at its discretion add from this list of options.

Item #	Description	Est. Qty.	U/M	Unit Price (MANDATORY)	Total Extended Price (excluding sales tax)
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$

1. It is MANDATORY that you provide a Unit Price. If there is an error between the Unit Price and Extended Price, the NWSA will correct the Extended Price.

2. The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. The offer shall agree to all NWSA contract Terms and Conditions without exception.
3. Do not mark, write-in or add any exceptions to the specifications, schedule, terms, or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
4. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or initialled, the Buyer may reject your bid. Do not use whiteout.
5. Prompt Payment Discount: _____%____ days. Note: Prompt payment discount periods equal to or greater than 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
6. Interlocal Agreement: The NWSA has entered Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?
 Yes: No

Non-collusion: The undersigned declares under penalty of perjury that the bid/proposal submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person or firm not therein named. That the bidder/Contractor has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding. Lastly, that said bidder/Contractor has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

Mailing Address, City, State, Zip Code

Telephone Number _____ Fax Number _____

Email Address _____

Washington State Contractor's License No. _____ Date of Issue _____ Expiration Date _____

DUNNS Number _____

Unified Business Identifier (UBI) No. _____

Federal Tax Id No _____

Full Legal Name of Company: _____

Signed By: _____

Printed Name: _____ Date: _____