

THE NORTHWEST SEAPORT ALLIANCE
INVITATION TO BID (ITB)

No. 072026-1046

Aluminum Gangway

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	AUGUST 6, 2026 @ 2:00 PM (PST)
Bid Submittal Deadline	AUGUST 13, 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) # 072026-1046
Aluminum Gangway

In this solicitation the NWSA seeks to obtain one (1) new Aluminum Gangway as detailed in the specification sheet of this ITB. This Aluminum Gangway will support the NWSA's terminal operations.

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 one (1) contract to the selected organization for one (1) new Aluminum Gangway.

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 the Aluminum Gangway meets or exceeds the specification requirements stated in Attachment C (Specification Requirements).

The NWSA expects to achieve these outcomes through this solicitation:

- To obtain quality Aluminum Gangway which meets or exceeds 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 C for specifications on the Aluminum Gangway.

Warranty Services and Performance:

Supplier warrants that all gangways, equipment, appurtenances, materials, and services furnished under this Contract shall be new, free from defects in design, materials, and workmanship, and shall conform to the Contract requirements. Supplier shall provide a written manufacturer's warranty covering one hundred percent (100%) of parts and labor for the warranted equipment, which shall be honored by all authorized manufacturer service providers.

The warranty period shall be a minimum of five (5) years and shall commence on the earlier of: (a) the date the equipment or gangway is placed into service by NWSA; or (b) thirty (30) days after final payment.

Supplier shall provide technical support and any reasonable modifications necessary to achieve the specified operational performance for ninety (90) calendar days following the in-service date. Supplier shall be responsible for all costs associated with warranty repairs, including labor, materials, parts, transportation, shipping, and travel.

Upon notification of a warranty failure, Supplier shall begin corrective action within seventy-two (72) hours. If Supplier fails to do so, NWSA may perform or arrange the necessary repairs and Supplier shall reimburse NWSA for all reasonable costs incurred. NWSA shall submit an invoice documenting such costs, and Supplier shall remit payment within thirty (30) days of receipt.

Supplier may authorize NWSA personnel to perform warranty repairs when mutually beneficial. In such cases, Supplier shall reimburse NWSA for all reasonable labor, materials, parts, shipping, and related costs incurred in performing the repair.

Supplier shall maintain the capability to provide repair parts and product support for a minimum of ten (10) years following delivery of the equipment.

D. INSTRUCTIONS, INFORMATION, AND COMMUNICATION:**Bid Procedures and Process**

This chapter details NWSA procedures for directing the ITB process. The NWSA 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

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.

Submittal Requirements

Contractors have full responsibility to ensure the response arrives at the NWSA within the deadline and adheres to the requested submittal format. 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.

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.

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) **Bid Offer Form:** This response is 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 E - Bid Offer & Non-Collusion Form	Mandatory: See form for Options

Attachments:

ATTACHMENT A – SUBMITTAL INSTRUCTIONS

ATTACHMENT B – NWSA TERMS AND CONDITIONS

ATTACHMENT C – SPECIFICATION SHEET ALUMINUM GANGWAY

ATTACHMENT D – DRAWINGS FOR ALUMINUM GANGWAY

ATTACHMENT E – OFFER SHEET (REQUIRED)

ATTACHMENT “A”
SUBMITTAL INSTRUCTIONS

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of Solicitation	JULY 16, 2026
Last Day to Submit Questions	AUGUST 6, 2026 @ 2:00 PM (PST)
Bid Packets Due	AUGUST 13, 2026 @ 2:00 PM (PST)
Review/Shortlist*	AUGUST 14, 2026
Interviews (if required)*	N/A
Final Selection*	AUGUST 14, 2026
Execute Contract*	AUGUST 18, 2026

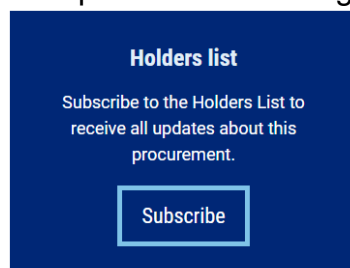
*Dates are tentative.

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.



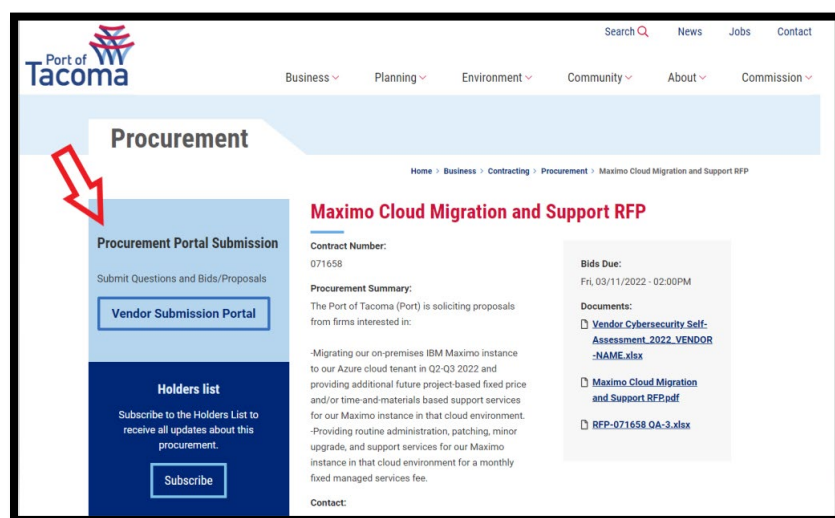
By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

***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

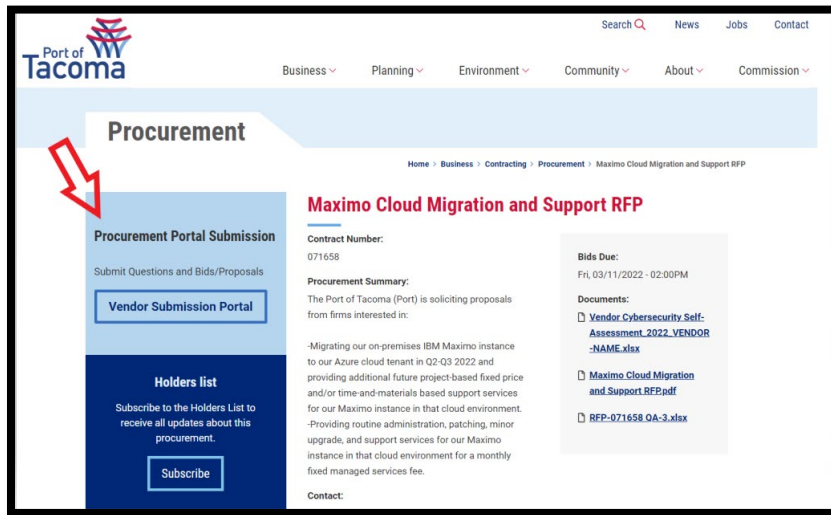
Electronic Submittal:

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.

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.

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.

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.

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.

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.

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”
PURCHASED GOODS & SERVICES TERMS AND CONDITIONS

1. Overview and Governing Terms

1.1 Entire Agreement

This Contract represents the entire agreement between the Buyer and the Seller and supersedes all prior discussions, negotiations, and agreements, whether written or oral. In the event of any conflict between contract documents or applicable laws, the most stringent requirement shall govern.

1.2 Governing Law and Venue

This Agreement shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any court of competent jurisdiction in Pierce County or King County, Washington. Seller agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement is executed and those regarding employee safety and the workplace environment.

1.2.1. Attorney's Fees. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.

1.3 Contract Documents

The Contract includes all solicitation documents, specifications, plans, Buyer policies, and applicable Washington State laws, incorporated by reference.

1.4 Conflict of Interest

Seller warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. Seller warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

2. Definitions

Buyer: Port of Tacoma and / or the Northwest Seaport Alliance.

Seller: Contracting party, including subcontractors, suppliers, and agents.

Order/Purchase Order: Contracting instrument and all referenced documents.

3. General Requirements

3.1 Acceptance

Acceptance is limited to the terms set out in this Contract. Additional or conflicting terms are rejected unless approved in writing by Buyers Contracts & Purchasing Manager or that person's designee. Buyer's acceptance of goods or payment for goods or services shall not constitute Buyer's acceptance of any additional terms appearing on Seller's invoices or acknowledgements. Seller certifies eligibility to participate in Washington public contracts and must comply with all applicable laws.

3.2 Independent Contractor

Seller is an independent contractor and responsible solely for performance of the Services.

3.3 Equal Opportunity and Non-Discrimination

Seller shall comply with all federal, state, and local non-discrimination and equal opportunity laws, including but not limited to Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, the Age Discrimination in Employment Act, and chapter 49.60 RCW (Washington Law Against Discrimination). Failure to comply with these requirements shall be considered a material breach of this Contract subject to termination of this Contract for default under Paragraph 9.2.

4. Commercial Terms

4.1 Pricing and Price Adjustments

Pricing in this Contract excludes all sales and use taxes. Discussion on Taxes is in Section 4.3.

No additional charges. Unless otherwise approved in writing by the Buyer, pricing for all Goods and Services will be no greater than the prices quoted in the proposal or bid submitted to Buyer by Seller. Seller shall not include nor impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.

The Buyer will not be bound by invoice prices that are higher than those in the Contract unless the Buyer has accepted the higher price through an amendment to the Contract. The Seller will correct any incorrect invoice pricing.

4.2 Payment Terms

Payment is based on receipt of a proper invoice and goods. Seller shall submit detailed numbered invoices showing contract number, description of work items being invoiced, title of project, total authorized, total current invoice, balance of authorization, hours, and hourly rate. Seller shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

Invoices shall be submitted not later than the 10th day of each month and will be paid within thirty (30) days of Buyer's receipt of invoice by the end of that current month, unless other terms are agreed to by the parties in writing. 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. Late payments will accrue interest equal to one percent (1%) per month. 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.

Un-invoiced services performed through December 31st of each year shall be invoiced no later than the 12th day of January of the following year. If the Seller is unable to provide an invoice, they shall advise the Buyer in writing with a summary of the work completed and the accrual amount to be invoiced through December 31st of the current year.

Invoices shall be submitted electronically to cpinvoices@portoftacoma.com. Incomplete or improperly prepared invoices will be returned for correction without processing or payment. Invoices shall be submitted for services completed the previous calendar month and shall be computed pursuant to the rates and limitations set forth in the Contract. For any invoices submitted for payment ninety (90) days or more after the services were completed, Buyer may at its discretion withhold payment absent a demonstration of compelling circumstances justifying the delay. The Buyer does not accept requests for early payment, down payment or partial payment, unless the Bid or Proposal Submittal specifically allows such pre-payment proposals or alternates within the bid process.

4.3 Taxes

Unless otherwise specified, Buyer shall pay applicable Washington State sales or use tax. No charge by Seller shall be made for federal excise taxes and Buyer agrees to provide exemption certificates when required.

4.4 Brands

When a brand is named for a particular product or good, 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.

5. Performance and Delivery

5.1 Delivery

Time is of the essence. Delays require prior written approval. Seller shall promptly notify Buyer in writing of any anticipated or actual delay in the delivery of Goods or completion of Services, the reason for the delay, and the actions being taken by Seller to overcome

or minimize the delay. Any order is subject to termination for failure to deliver as specified. Buyer's acceptance of late performance with or without objection or reservation shall not waive Buyer's 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.

Aluminum Gangway to be delivered to West Sitcum Terminal, Tacoma Harbor, 1675 Lincoln Ave., Bldg 950 Tacoma, WA 98421 United States.

5.2 Shipping

Unless otherwise specified, shipments shall be FOB Destination and prepaid. 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.

5.3 Handling and Identification

No handling charges are allowed unless specified. 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.

6. Changes and Orders

6.1 Changes

No alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this Contract 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.

6.2 Blanket Orders

No minimum or maximum quantities apply. Purchases are subject to price list provided by Seller. The Buyer may terminate blanket orders at any time for any reason upon written notice.

6.3 Assignments

This Contract may not be assigned without prior written approval 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 Contract. Unless otherwise agreed, Seller guarantees prompt performance of all obligations under this Contract unless Buyer has been notified and approved of the Seller's proposed assignment.

7. Risk, Warranty, and Liability

7.1 Risk of Loss

Seller bears all risk of loss until delivery is complete. Such loss, injury or destruction shall not release Seller from any obligation hereunder.

7.2 Warranties

Goods must conform to specifications and be fit for intended purposes. The Seller may have the opportunity to correct nonconforming goods or services at no additional cost to the Buyer by re-performing the work. Reductions in price may be appropriate to address less than satisfactory performance, as determined by agreement between the parties.

7.3 Indemnification

To the fullest extent permitted by law, Seller shall defend, protect, indemnify, and hold Buyer harmless from and against any claims, fines, damages, cost or liability for any negligence, tortious fault including injuries to persons or property arising from acts or omissions of Seller, its employees, agents, or subcontractors, or intentional misconduct. The parties agree that if there are any limitations of the Seller's liability, including a limitation of liability clause for anyone for whom the Seller is responsible, such limitations of liability shall not apply to injuries to persons, including death, or to damages to property.

7.4 Intellectual Property

To the fullest extent permitted by law, Seller shall defend, indemnify, and hold Buyer and its employees and agents harmless from and against any and all claims resulting from allegations of infringement of any patents, copyrights, trade secrets, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If Buyer's use of Goods or Services provided by Seller is enjoined based on an intellectual property infringement claim, Seller shall, at its own expense, either procure for Buyer the right to continue using the Goods or Services or, after consulting with Buyer and obtaining Buyer's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

7.5 Liens

All goods must be delivered free of liens or encumbrances. If Buyer receives notice of a lien caused by Seller, Buyer may withhold any payment otherwise due to Seller until Seller submits proof, in a form satisfactory to Buyer, that all lienable claims have been fully paid or waived and any liens removed.

8. Inspection and Default

Buyer shall have one hundred twenty (120) calendar days following delivery or completion to inspect and accept the Goods and/or Services. Buyer may reject any Goods or Services that are defective, incomplete, or otherwise fail to comply with this Contract. Seller shall promptly remove and replace, repair, or re-perform rejected Goods or Services at its sole cost and risk. Buyer's inspection, payment, acceptance, or

use shall not relieve Seller of responsibility for latent defects, nonconformities, or warranty obligations.

9. Termination

9.1 Termination for Convenience

The Buyer may terminate this Contract at any time for convenience, in which case it shall provide notice to the Seller and reimburse the Seller solely for its costs and fees incurred prior to the notice of termination.

9.2 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 upon giving three (3) calendar days' written notice of default to Seller in which Seller shall have opportunity to cure within five (5) calendar days. Time allowed for cure shall not diminish nor eliminate Seller's liability for damages, and Seller shall be liable for damages suffered by Buyer resulting from Seller's breach of contract. A termination for default that is determined to be improper or illegal will be converted into and treated as a termination for convenience.

10. Compliance and Regulation

10.1 Public Records

Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, chapter 42.56 RCW. If the Seller submits documents it claims to be confidential or proprietary, the Seller must clearly identify the records as such. To the extent allowed by chapter 42.56 RCW, the Buyer will assert applicable exemptions where appropriate but cannot guarantee nondisclosure. If no applicable exemption exists, any records will be released.

10.2 Records Retention and Audit

The Buyer is a public entity subject to applicable Washington State records management laws, including chapter 40.14 RCW and various local, state, and federal records retention schedules. The Seller must maintain all records related to this Contract for the minimum period required by law, which for contract documents is a minimum of six (6) years from the contract's expiration or termination. Upon request, the Seller shall provide the Buyer, State Auditor, and authorized representatives with timely and full access for audit, inspection, and copying of records related to this Contract. Failure to comply with the requirements of this section shall constitute a material breach of this Contract.

10.3 Claims Process

A "Claim" is any demand for additional compensation, time extension, or dispute arising under or related to this Contract.

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Notice of Claim: Seller must provide written notice to the Buyer's Purchasing Manager of any Claim within fifteen (15) calendar days of the event giving rise to the Claim.

Failure to provide timely notice constitutes waiver of the Claim.

Supporting Documentation: Within fifteen (15) calendar days of the Claim notice, Seller shall submit detailed supporting documentation including:

- Description of the issue.
 - Contract provisions at issue.
 - Cost and/or schedule impacts.
 - Supporting records.
- Review: The Buyer shall review and issue a written determination. The Seller must continue performance during the dispute.
- Administrative Resolution: Disputes shall first be addressed through good-faith negotiations between the parties.
- Mediation: If unresolved, the parties may agree to non-binding mediation prior to litigation.

Litigation: Venue shall be in the state or federal courts in Pierce County or King County, Washington.

- No Suspension of Work: Seller shall not delay or stop work due to a dispute unless authorized in writing by the Buyer.

10.4 Prevailing Wage

To the extent this Contract includes or is later determined to include "public work" or maintenance as defined under RCW 39.04.010 and Chapter 39.12 RCW, Seller shall comply with all requirements of Chapter 39.12 RCW and Chapter 296-127 WAC.

- Payment of Wages: Seller shall pay and shall ensure that all subcontractors of any tier pay an amount not less than the applicable "prevailing rate of wage" to all workers, laborers, and mechanics performing work under this Contract, in accordance with Chapter 39.12 RCW.
- Applicability: Prevailing wage requirements apply regardless of contract tier and include, but are not limited to:
 - Public works construction, alteration, repair, or improvement.
 - Maintenance performed by contract.
 - Fabrication or services determined by law to be subject to prevailing wages.
- Wage Rates: Applicable prevailing wage rates are those in effect in the county where the work is performed, as determined by the Washington State Department of Labor and Industries (L&I). The applicable wage rates are incorporated into this Contract by reference as though fully set forth herein.
- Intent and Affidavit: Where required, Seller shall file an Intent to Pay Prevailing Wages prior to beginning work and an Affidavit of Wages Paid upon completion, in accordance with L&I requirements. Failure to comply may result in withholding of payment.

- Responsibility: Seller is solely responsible for determining applicability of prevailing wage requirements and for full compliance, including subcontractors of any tier.
- Conflicts in Wage Rates: If multiple wage laws apply (e.g., state prevailing wage and federal Davis-Bacon), Seller shall pay the higher applicable wage rate.
- Disputes: Disputes regarding prevailing wage rates shall be resolved in accordance with RCW 39.12.060, and determinations by the Washington State Department of Labor and Industries shall be final and binding.
- Indemnification: Seller shall defend, indemnify, and hold harmless the Buyer from any claims, penalties, or liabilities arising from Seller's or its subcontractors' failure to comply with prevailing wage laws.
- No Waiver: The Buyer's failure to identify applicable prevailing wage requirements shall not relieve the Seller of its obligations under this Section.
- Notification: The Buyer may identify work as subject to prevailing wage; however, such identification does not limit Seller's independent responsibility to comply.

11. Insurance

Seller shall maintain required insurance, including general liability, auto liability, workers compensation, and other coverage as applicable with insurers authorized to do business in the State of Washington and with a minimum AM Best rating of A- VII or better (unless otherwise approved in writing by the Buyer).

- All insurance shall be maintained for the duration of the Contract and any applicable warranty period.
- Minimum Insurance Coverages (all coverages with a parenthetical "if applicable" may be waived in writing by Buyer):
 - Commercial General Liability (CGL): Coverage to include bodily injury, property damage, products/completed operations, personal and advertising injury. Coverage shall be written on an occurrence basis.
 - \$2,000,000 each occurrence.
 - \$4,000,000 general aggregate.
- Additional Insured: The Buyer, its officers, officials, employees, and agents shall be named as Additional Insureds on the Commercial General Liability and Automobile Liability policies for ongoing and completed operations.
- Primary and Non-Contributory: Seller's insurance shall be primary and non-contributory with respect to any insurance maintained by the Buyer.
- Waiver of Subrogation: Seller and its insurers shall waive all rights of subrogation against the Buyer for losses covered by Seller's insurance.
- Evidence of Coverage: Seller shall provide a certificate of insurance and, upon request, copies of applicable endorsements prior to commencing work. Failure to provide required insurance shall constitute grounds for suspension or termination of the Contract.

- Subcontractors: Seller shall ensure that all subcontractors maintain insurance coverage meeting these requirements or as approved by the Buyer. Seller remains fully responsible for all subcontractor compliance.
- No Limitation of Liability: Insurance requirements shall not be construed to limit Seller's liability under this Contract.
- Notice of Cancellation: Seller shall provide no less than thirty (30) days prior written notice to the Buyer of any cancellation, non-renewal, or material change in coverage (except ten (10) days for non-payment of premium).
- Special Coverages (as applicable): The Buyer reserves the right to require additional insurance depending on the nature of the work, including but not limited to:
 - Pollution Liability (for environmental or hazardous work).
 - Maritime or USL&H coverage (for waterfront or maritime operations).
 - Builder's Risk (for construction activities).

12. Additional Provisions

- Anti-Trust Assignment: To the fullest extent permitted by law, Seller irrevocably assigns, transfers, and conveys to Buyer all rights, title, and interest in and to any and all claims, causes of action, or rights of recovery for overcharges or damages arising under federal or state antitrust laws relating to goods or services provided under this Contract, including but not limited to claims arising from:
 - Price fixing, bid rigging, or market allocation.
 - Any conspiracy or restraint of trade affecting the pricing of goods or services furnished to Buyer.
 - This assignment includes the right to recover treble damages, penalties, costs, and attorneys' fees where authorized by law.
- Non-Waiver by Acceptance of Variation: No action by the parties, including any failure to enforce any provision of this Contract, shall be interpreted to constitute a waiver of that party's rights unless such waiver is explicit and in writing signed by the waiving party.
- Sustainability: Seller shall undertake all reasonable steps to support environmental compliance efforts by Buyer.
- Standard of Care: Seller shall perform its work to conform to generally accepted professional standards. Seller shall, without additional compensation, correct or revise any errors or omissions in such work.
- Seller shall obtain all professional licenses and permits required to complete the scope of work as defined.

12.1 Cooperative Purchasing

This Contract may be extended, at the sole discretion of the Buyer, for use by other public agencies in Washington State and, where permitted by law, agencies in other states (collectively "Participating Agencies"), in accordance with chapter 39.34 RCW (Interlocal Cooperation Act) and applicable cooperative purchasing laws. The Buyer reserves the right to limit or exclude cooperative purchasing on a case-by-case basis.

- **Voluntary Participation:** Use of this Contract by any Participating Agency is strictly voluntary. The Buyer assumes no liability or responsibility for any purchases made by other agencies.
- **Independent Contractual Relationship:** Each Participating Agency shall contract directly with the Seller and shall be solely responsible for its own ordering, payment, and contract administration. The Buyer shall not be considered a party to, nor liable for, any such agreements.
- **Pricing and Terms:** Seller agrees to provide the same pricing, terms, and conditions offered to the Buyer to Participating Agencies, unless otherwise agreed in writing.
- **Compliance with Laws:** Participating Agencies are responsible for ensuring their own compliance with applicable procurement laws, including but not limited to Title 39 RCW and Chapter 39.26 RCW, where applicable.
- **No Guaranteed Volume:** The Buyer makes no guarantee of purchases by Participating Agencies and assumes no obligation for quantities beyond its own requirements.
- **Interlocal Agreements:** Where required, use of this Contract by another public agency shall be contingent upon the existence of a valid interlocal agreement or other cooperative purchasing authorization.
- **Seller Responsibility:** Seller shall honor purchase orders issued by Participating Agencies under the same terms unless the Seller elects to decline participation with specific agencies upon written notice to the Buyer.

13. Information Security

Seller shall comply with all applicable Federal and Washington State cybersecurity, privacy, and data protection laws and requirements, including 33 CFR Part 101 Subpart F, Chapter 43.105 RCW, Chapter 19.255 RCW, and RCW 42.56.590, and applicable Washington Technology Solutions (WaTech) cybersecurity policies, standards, and requirements (including SEC-series policies), or demonstrably equivalent controls meeting or exceeding such standards. Seller shall implement and maintain reasonable administrative, technical, and physical safeguards to protect Buyer data, consistent with industry standards (e.g., NIST, CIS). If seller stores or processes personal or confidential data, seller must encrypt data in transit and at rest and restrict access using least privilege principles. At a minimum and commensurate with the sensitivity of Buyer Data, seller shall:

- Maintain a written information security program aligned with NIST 800-53, NIST CSF, or equivalent framework.
- Perform periodic risk assessments and vulnerability management.
- Maintain endpoint protection, patching, and logging/monitoring controls.
- Require multi-factor authentication (MFA) for systems accessing Buyer data.
- Ensure subcontractors comply with equivalent cybersecurity standards.
- Incident Response:

- Notify the Buyer in the most expedient time possible, without unreasonable delay upon discovery of a confirmed or suspected security incident.
 - Seller shall provide sufficient information and cooperation to enable Buyer to meet its legal obligations under RCW 19.255 and other applicable laws, including the 30-day notification requirement where applicable.
 - Seller shall provide written incident report upon completion of security incident assessment.
- Data Location & Ownership:
 - All Buyer data, including all data provided, accessed, processed, or generated under the Contract, including derivatives, remains property of the Buyer.
 - Seller shall not sell or share Buyer data without prior written approval.
 - Data shall not be stored outside the United States without prior written approval and is subject to equivalent protections.
 - Seller shall securely return or destroy data upon contract completion.
- Cybersecurity Risk Management:
 - The Buyer reserves the right to perform reasonable cybersecurity due diligence prior to contract award and throughout the term of the Agreement, proportionate to the services provided and associated cybersecurity risk. If Seller fails to meet applicable cybersecurity requirements, fails a cybersecurity assessment, or if Buyer identifies material cybersecurity risks that could reasonably impact its information, systems, or operations and such risks are not remediated within a reasonable timeframe specified by Buyer, such failure shall constitute a material breach. Buyer reserves the right to require corrective action, suspend affected services, or terminate the Agreement, in whole or in part, for cause.
 - Upon reasonable request, Seller shall provide documentation and information sufficient to support Buyer's cybersecurity risk assessments, audits, and compliance obligations.

DIVISION 05 — METALS
SECTION 05 60 00 — ALUMINUM GANGWAY**PART 1 - GENERAL****1.01 SECTION INCLUDES**

Design, fabricate, and deliver a complete Aluminum Gangway including the gangway structure, transition plates, gangway decking, mounting lugs at the fixed end, bearing/sliding assembly at the free end connection, guardrails, conduit supports, and spare parts as specified herein and shown on the Drawings.

1.02 REFERENCES

The publications listed below form a part of this specification to the extent referenced. References must be the latest edition available as of the date of the invitation to bid unless otherwise specified.

- A. AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2nd Edition, with current Interim Revisions (AASHTO LRFD).
- B. Aluminum Association (AA), DAF-45 - Designation System for Aluminum Finishes.
- C. AA Aluminum Design Manual (AADM) including the AA Specifications for Aluminum Structures for bridge-type structures.
- D. American Architectural Manufacturers Association (AAMA), 611 - Voluntary Specification for Anodized Architectural Aluminum.
- E. American Society of Civil Engineers (ASCE), ASCE 7 – Minimum Design Loads and Associated Criteria for Buildings and Other Structures.
- F. American Society for Testing and Materials (ASTM) - Specifications, Test Methods, Practices, Guides, Terminology, Classification Systems, Tables, Nomenclature, and other publications. Publications are designated by basic reference in this section.
- G. American Welding Society (AWS) D1.1 – Structural Welding Code – Steel.
- H. AWS D1.2 – Structural Welding Code – Aluminum.
- I. International Building Code (IBC), 2021 Edition.
- J. Washington State Building Code (WSBC), 2024 Edition (including amendments to IBC 2021).
- K. Occupational Safety and Health Administration (OSHA) Guidelines, 29 CFR 1910 and 29 CFR 1926.

1.03 FABRICATION SUBMITTALS

- A. Final Design Calculations attesting that the gangway and appurtenant structures conform to design requirements. Calculations must bear the seal of a Professional Engineer with a current Registration in the State of Washington. The Port will evaluate the acceptance of the design and will be the sole entity to determine acceptance.
- B. Final Drawings for the gangway and appurtenant structures, showing materials, member shapes and sizes, dimensions, quantities, connecting details, support reactions, and accessories. Drawings must be provided electronically in PDF format and must bear the seal of a Professional Engineer with a current Registration in the State of Washington.

- C. Gangway lifting, storage, and installation plan. At a minimum, the plan must include the furnished weight of the gangway, lifting points, lifting procedures, storage and stacking recommendations including blocking locations, and procedures for installing the gangway and aligning the bearing assembly at the dolphin.
- D. Catalog sheets for accessories, appurtenances, and pre-manufactured items.
- E. Certification from manufacturers or suppliers attesting that the following materials conform to the contract requirements:
 - 1. Aluminum.
 - 2. Fasteners.
 - 3. FRP grating. Submittal must include proposed method of attachment per manufacturer's recommendations and load tables.
 - 4. UHMW (Ultra High Molecular Weight – Polyethylene) component material specifications and shop drawings.
- F. Welding Procedures and Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.

1.04 QUALITY ASSURANCE

- A. Fabricated structures must be stored on blocking so that no metal touches the ground and water cannot collect thereon. The material must be protected against bending under its own weight or superimposed loads.
- B. Before assembly, surfaces to be in contact with each other must be thoroughly cleaned. parts must be assembled accurately as indicated on the Drawings and the shop drawings. Light drifting will be permitted to draw parts together, but drifting to match unfair holes will not be permitted. Do not enlarge holes by burning.
- C. Do not use salvaged, reprocessed, or scrap materials.

1.05 DESIGN REQUIREMENTS

- A. Final calculations must furnish proof that the gangway, transition plates, and connections, using the criteria specified herein as a minimum, are designed to withstand the specified loading without damage for a minimum design life of 50 years.
- B. Final design calculations must be submitted and approved before ordering materials or starting fabrication. Coordinate with engineer to verify receiving site capacity.
- C. The following minimum criteria must be considered:
 - a. The design must be completed in accordance with the following:
 - 1. WSBC.
 - 2. IBC.
 - 3. AASHTO LRFD.
 - 4. AADM.
 - 5. OSHA.
 - b. The length and width of the gangway must be as shown on the Drawings.
 - c. The vertical design load must be the combination of the dead weight of the structure, including any attached utilities, plus live load. Both Case A and Case B, analyzed separately, must be considered in the design at a minimum:

1. Case A must be a uniform live load as specified on the Drawings, applied to the entire gangway deck surface area.
2. Case B must be a concentrated live load of 400 pounds applied over a 12 inch by 12 inch area anywhere on the gangway deck surface.
3. Utility Loads: 50 pounds per lineal foot.
- d. Design wind loads must be as shown on the Drawings and must be determined in accordance with ASCE 7 and the WSBC. For design wind speed and exposure category use 95 miles per hour and Exposure D
- e. Snow loads and other environmental loading must be determined in accordance with ASCE 7 and the WSBC.
- f. Seismic design loads must be determined in accordance with ASCE 7 and the WSBC. Coordinate seismic support reactions with the wharf and dolphin design shown on the Drawings.
- D. Deflection criteria must be as shown on the Drawings.
 - a. Deflection limits under live load: Length/360
 - b. Deflection limits under total load: Length/240
- E. The compression stability of the top chord (if unsupported by bracing) must be checked according to AASHTO LRFD.
- F. The deck and structural components must be designed with a minimum safety factor on working stress as specified in the AADM.
- G. The decking must provide a minimum of 60 percent open area.
- H. The gangway must be fitted with a guardrail on each side of the walking surface. Guardrails, intermediate rails, and supports must be capable of withstanding a load of 25 pounds per square foot applied horizontally to the rails, or the loads required by the governing code, whichever is greater. Aluminum kick plates must be provided.
- I. Design must also consider stresses resulting from handling and installation.
- J. Transition plates must be designed to the same loading criteria as the gangway. Transition plates must make a smooth, gap-free transition between the gangway deck and the landing surface. Transition plates must be a minimum ¼-inch aluminum with anti-slip fiberglass attached to the top and must be attached to the gangway. The plate must be the full width of the gangway. The sliding end (free end) must be fitted with a beveled, replaceable UHMW wear block a minimum of ½-inch thick.
- K. Connection to the wharf at the free end must allow for longitudinal movement and rotational movement of the gangway while restraining lateral and vertical movement as required by the Drawings. The bearing/sliding assembly must incorporate UHMW wear surfaces and must be configured to accommodate the full range of movement without binding. Coordinate the location, type, and size of the bearing assembly with the dolphin connection details shown on the Drawings.
- L. The gangway must not be covered, nor must any framing elements extend over the walking surface.
- M. The gangway must be supplied with mounting lugs at the fixed end and must be designed to accommodate loads transferred to the abutment. Coordinate with the Engineer for connection to the supports. UHMW isolation pads must be supplied for each mount to isolate the aluminum structure from the mounting surface. Mounting lugs must be galvanized steel and sized to allow for 0.07 inch of corrosion loss on each exposed face.

1.06 WARRANTY

The gangway manufacturer is responsible for the design and fabrication of the gangway in general conformance with the drawings and this specification. The gangway manufacturer must provide a written warranty that the gangway and associated appurtenances furnished and installed under this contract are free of defects in material and workmanship for a period of at least five (5) years after acceptance of the gangway after delivery.

PART 2 - PRODUCTS

2.01 STAINLESS STEEL

Plates must be ASTM A240 316 and bolts must be ASTM F593-17.

2.02 ALUMINUM EXTRUSIONS

Alloy 6061-T6 or 6063-T6.

2.03 MILD STEEL

Structural steel shall be ASTM A572 grade 50. All carbon steel must be hot dipped galvanized per ASTM 123.

2.04 ANTI-SLIP FIBERGLASS

Anti-slip fiberglass panels shall be pultruded or molded fiberglass reinforced plastic (FRP) with an integrally bonded non-slip grit surface, minimum 3/16 inch nominal thickness, suitable for exterior marine exposure. Panels must be UV-stabilized, corrosion-resistant.

2.05 GRATING

Grating must be 1 ¼" serrated aluminum grating, 1" fiber reinforced plastic (FRP) with slip resistant surface, or approved equal.

2.06 ANTI-SEIZE THREAD COMPOUND

Jet-Lube "Nikal," John Crane "Thred Gard Nickel," Never-Seez "Pure Nickel Special," Permatex "Nickel Anti-Seize," or approved equal by the Engineer.

2.07 FABRICATED ITEMS

- A. Gangway structure (trusses, deck framing, bracing, and deck).
- B. Gangway transition plate, including UHMW wear block at the free (wharf) end. Provide one (1) spare transition plate.
- C. Gangway mounting lugs at the fixed end, including UHMW isolation pads.
- D. Bearing/sliding assembly at the wharf (free) end, including UHMW wear pads on plate and lateral restraints.

2.08 UHMW POLYETHYLENE

Virgin material meeting the standards of ASTM D 6712, with the following properties:

- 1. Coefficient of friction between UHMW and steel or aluminum must be 0.25 or less.

2. Material must be UV resistant.
3. Rockwell Hardness must be a minimum of Shore D69.

2.09 DISSIMILAR MATERIALS

- A. Where dissimilar metals are in contact, use UHMW insulating washers or spacers. Where aluminum is in contact with concrete, masonry, or absorptive materials subject to wetting, the surfaces must be protected with a coat of bituminous paint.
- B. Threaded connections and piano-style hinges must be coated with an anti-seize compound.

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. Work must conform to the Drawings, approved shop drawings, and this specification. Construction details, finishing details, and colors must be consistent throughout. Work must be accurately set to established lines and elevations and securely fastened in place. Cutting, drilling, and punching must produce clean, true lines and surfaces. Exposed surfaces of work (except decking) must have a smooth finish.
- B. Edges must be cut true, smooth, and free of burrs. Do not flame cut. Holes for bolts must be drilled or punched. Corner edges must be ground smooth. Weld spatter and flash marks must be removed and ground smooth. Mill stamps and markings must be removed from exposed surfaces.
- C. The completed gangway must bear an identification decal showing the manufacturer, date of manufacture, live load capacity, and the identifying serial number. The gangway must be directly traceable to the manufacturer.

3.02 WELDING

- A. Welding of aluminum members must be in accordance with AWS D1.2.
- B. Parts to be welded must be free of dirt, grease, and other contaminants, and must fit up properly for sound welding. Surfaces to be welded must not be cut with oxygen. Sawing, shearing, or machining may be used.
- C. Aluminum welding must be performed with an inert-gas shielded-arc process. Machine settings must be developed by making test welds of the same material alloy and geometry as the workpieces and testing the sample welds destructively. Testing must be performed in fabrication shop and report sent to the Port for review.

3.03 FABRICATION

- A. Fit and shop-assemble items in the largest practical sections for shipment to the delivery location.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by intermittent welds and plastic filler.
- D. Grind exposed joints flush and smooth with adjacent finish surfaces. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to a small uniform radius.
- E. Exposed Mechanical Fastenings: Flush countersunk screws or bolts, unobtrusively located, consistent with the design of the component, except where specifically noted otherwise.

- F. Attach of grating bars using Type 316 stainless steel fasteners per manufacturer's recommendations.
- G. Apply anti-seize compound at stainless steel threaded connections.
- H. Supply components required for anchorage of fabrications. Fabricate anchors and related components of the same material and finish as the fabrication, except where specifically noted otherwise.

3.04 FABRICATION TOLERANCES

- A. Squareness: 1/8 in. (3 mm) maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 in. (1.5 mm).
- C. Maximum Misalignment of Adjacent Members: 1/16 in. (1.5 mm).
- D. Maximum Bow: 1/8 in. (3 mm) in 48 in. (1.2 m).
- E. Maximum Deviation from Plane: 1/16 in. (1.5 mm) in 48 in. (1.2 m).

END OF SECTION

SHOP DRAWINGS:

1. SHOP DRAWINGS MUST BE PROVIDED AND REVIEWED BY ENGINEER PRIOR TO FABRICATION.

- ACRONYMS:

- | | |
|------|--|
| © | AT |
| ACI | AMERICAN CONCRETE INSTITUTE |
| AISC | AMERICAN INSTITUTE OF STEEL CONSTRUCTION |
| ASCE | AMERICAN SOCIETY OF CIVIL ENGINEERS |
| ASTM | AMERICAN SOCIETY FOR TESTING AND MATERIALS |
| AWS | AMERICAN WELDING SOCIETY |
| C | CHANEL SECTION |
| CONT | CONTINUOUS |
| CSI | CONSTRUCTION SPECIFICATIONS INSTITUTE |
| MAX | MAXIMUM |
| MIN | MINIMUM |

- NCARB NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS

- NIC NOT IN CONTRACT

- NTS NOT TO SCALE

- NWSA NORTHWEST SEAPORT ALLIANCE

- OC ON CENTER

- PIP PROTECT IN PLACE

- SS STAINLESS STEEL

- UHMW ULTRA-HIGH MOLECULAR WEIGHT

- W WIDE FLANGE SECTION

- WT WIDE FLANGE TEE SECTION

- WT WIDE FLANGE TEE SECTION

- WT WIDE FLANGE TEE SECTION

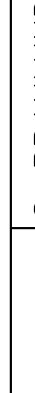
PORT OF TACOMA FILE: P:\SEA\252233-01\20 CADD\ Active\ SheetSet\25223301_G1 (ITB)

- WT WIDE FLANGE TEE SECTION

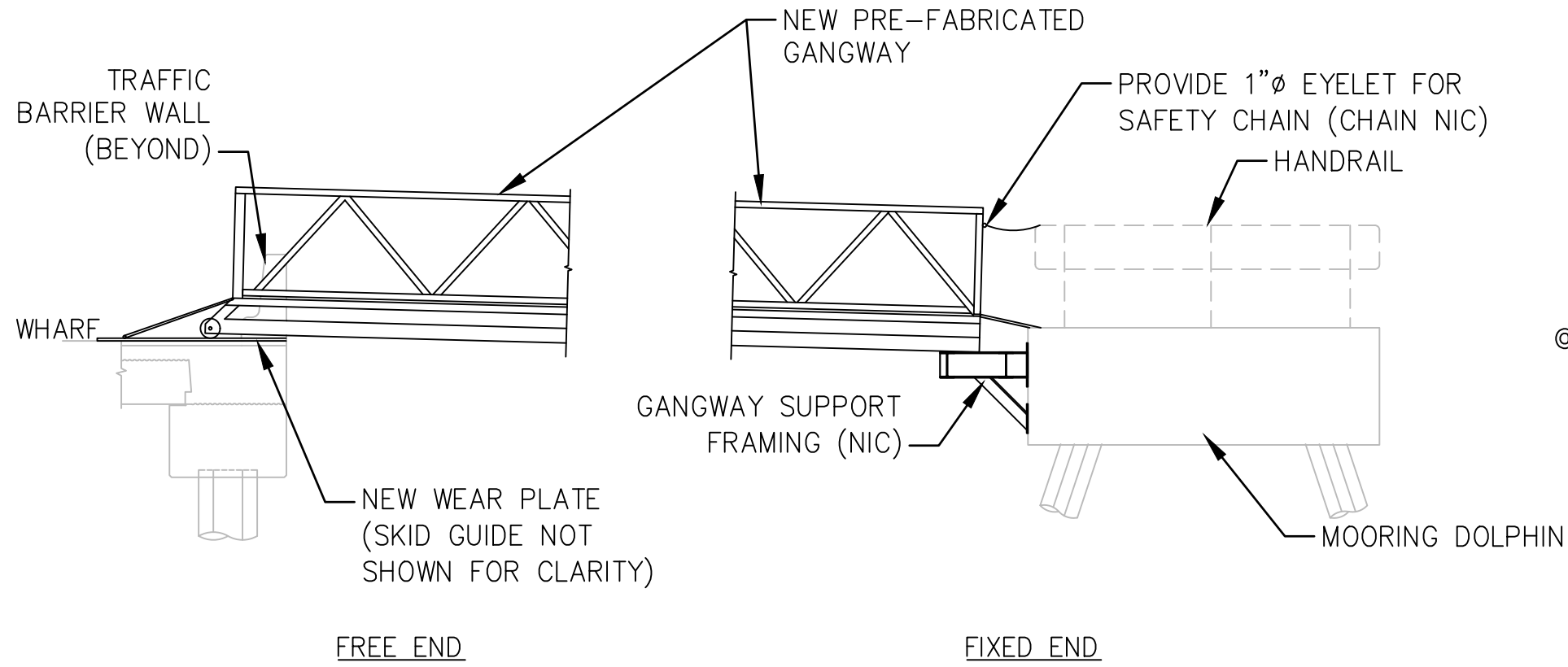
- WT WIDE FLANGE TEE SECTION

- WT WIDE FLANGE TEE SECTION

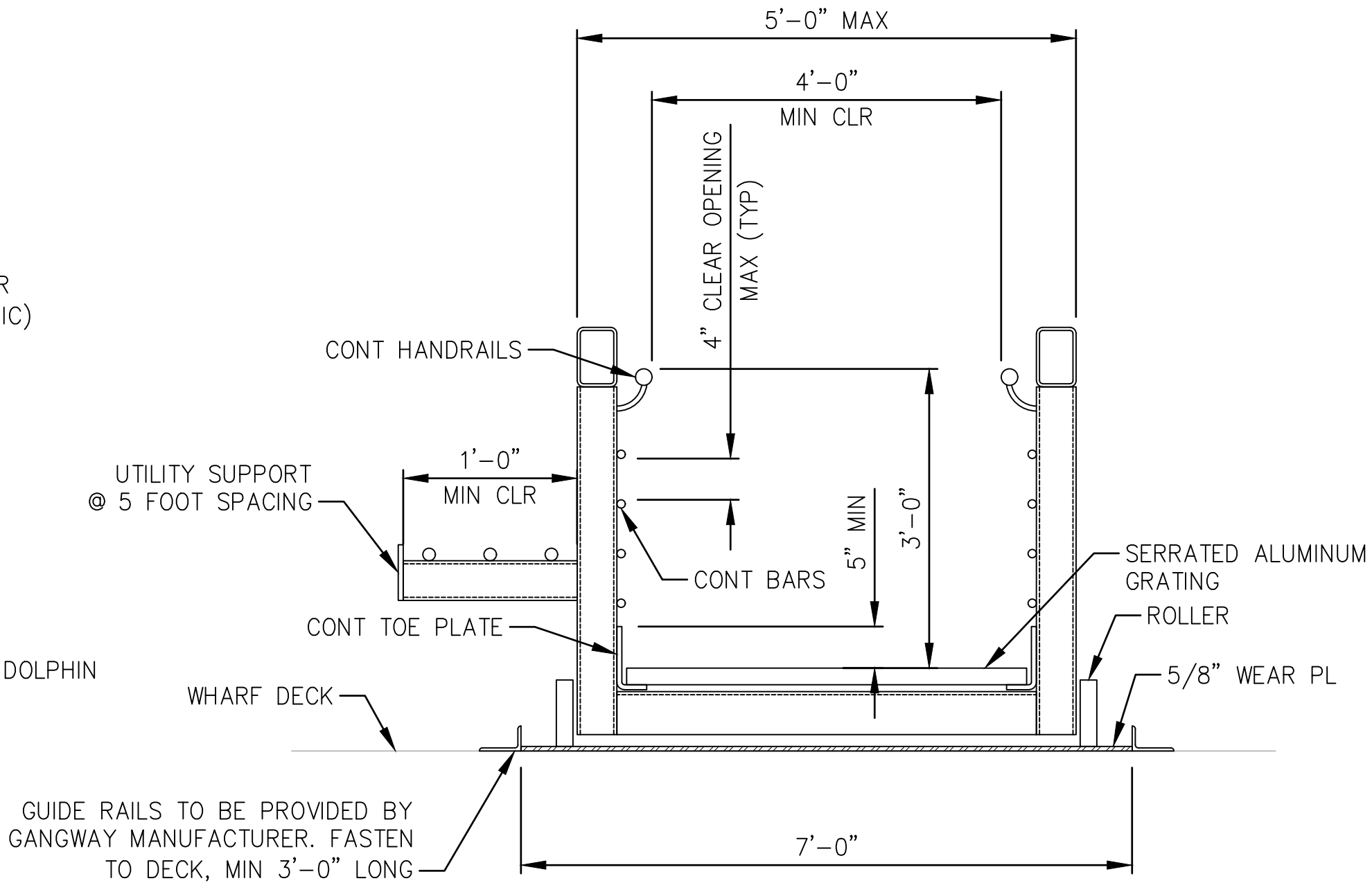
DRAWING INDEX		
SHEET DESIGNATION	SHEET TITLE	REV
G1	GENERAL NOTES	0
S1	GANGWAY PLAN, ELEVATION, & SECTION	0
S2	GANGWAY END CONNECTION DETAILS	0

G1 1 OF 3										WEST SITCUM TERMINAL CAPSTAN GANGWAY REPLACEMENT PROCUREMENT GENERAL NOTES										APPROVED: S. BRANLUND 4/26 CHECKED BY DATE E. GAGNET 4/26 DIRECTOR ENG. DATE PROJ. ENGR DATE PRINTED BY: egagnet Jun 25, 2026 PORT ADDRESS: ONE SITCUM PLAZA TACOMA, WA 98401-1837										 6/25/26										 moffatt & nichol										 P.O. BOX 1807 TACOMA, WA 98401 (206)303-5441																																																																															
CONTRACT/CONS: 0001520										TOWNSHIP: 21N										RANGE: 3E										SECTION: 34										MARK:										REVISION:										BY:										APPR:										DATE:																																																	
M. ID: 201242.01										DAT-HRZ: WA83-SF										VERT: MLLW																																																																																																													
PHASE: 100%										PARCEL:										DRAWING SCALE: AS NOTED																																																																																																													

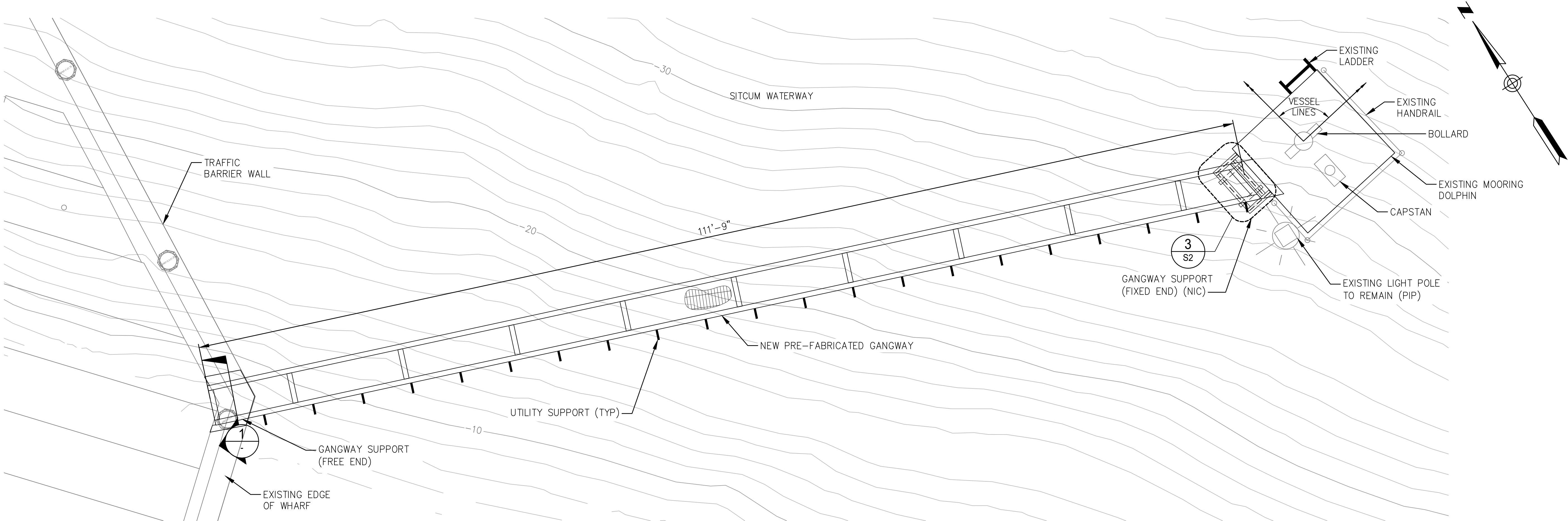
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ELEVATION - GANGWAY
SCALE: 3/16" = 1'-0"

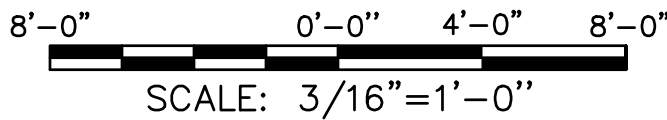


SECTION - GANGWAY
SCALE: NTS



NOTE: COVER PLATES NOT SHOWN FOR CLARITY.

GANGWAY PLAN
SCALE: 3/16" = 1'-0"



PERFORMANCE CRITERIA

ALUMINUM GANGWAY MUST BE DESIGNED AND BUILT BY THE VENDOR TO MEET THE REQUIREMENTS OF THE SPECIFICATIONS AND THE FOLLOWING REQUIREMENTS.

APPLICABLE CODES

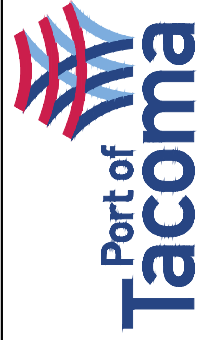
REFER TO SHEETS G1 FOR TECHNICAL AND PERFORMANCE REQUIREMENTS GOVERNING THE DESIGN AND FABRICATION OF THE GANGWAY ASSEMBLY.

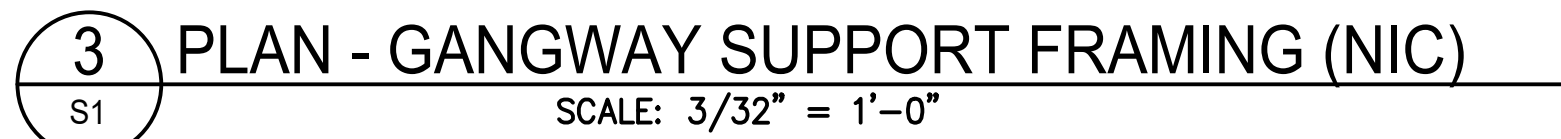
DESIGN CRITERIA

1. DEAD LOADS – SELF WEIGHT.
2. LIVE LOADS – UNIFORM 100 PSF.
3. WIND LOAD – 95 MPH, EXPOSURE D.
4. UTILITY SUPPORT LOADING – 50 LB/FT
5. MAXIMUM DEFLECTION UNDER LIVE DESIGN LOADS MUST NOT EXCEED L/360. MAXIMUM DEFLECTION UNDER TOTAL LOAD MUST NOT EXCEED L/240.
6. FULL WIDTH, HINGED TRANSITION PLATES MUST BE PROVIDED AT BOTH ENDS OF RAMP.
7. ALL GANGWAY COMPONENTS MUST BE DESIGNED TO ACCOMMODATE SPECIFIED LOADS.
8. GANGWAY DESIGN AND ASSOCIATED CONNECTION DETAILS MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO FABRICATION.

COMPONENTS TO BE DESIGNED AND FABRICATED

1. GANGWAY.
2. WEAR PLATE AND GUIDE RAIL ON WHARF.
3. MOUNTING LUG AND LUG CONNECTION TO DOLPHIN.
4. PIANO HINGE AND TRANSITION PLATE.

 P.O. BOX 1837 TACOMA, WA 98401 (253)883-5441		APPR:	DATE:
		BY:	
 6/25/26		REVISION:	
S. BRANLUND CHECKED BY DATE E. GAGNET 4/26		MARK:	
APPROVED:		PROJ. ENGR DATE E. GAGNET Jun 25, 2026	
DIRECTOR		DATE	
PRINTED BY: egagnet		PORT ADDRESS: ONE SITCUM PLAZA	
TACOMA, WA 98401-1837		DRAWING SCALE: AS NOTED	
WEST SITCUM TERMINAL CAPSTAN GANGWAY REPLACEMENT PROCUREMENT & SECTION		TOWNSHIP: 21N	SECTION: 34
RANGE: 3E		DATE-HRZ: WA83-SF	VERT: MLLW
CONTRACT/CONS: 0001520		PARCEL:	
M. ID: 201242.01		PHASE: 100%	
S1 OF 3			



- | | | |
|---|--|-------|
|  | P.O. BOX 4837 TACOMA, WA 98401 (253)393-5544 | |
| | APR: | DATE: |



APPROVED:	S. BRANLUND	4/26
	CHECKED BY	DATE
	E. GAGNET	4/26
	DIRECTOR ENG. DATE	
	PROJ. ENGR	DATE
	PRINTED BY:	egognet Jun 25, 2026
	PORT ADDRESS:	ONE SITCUM PLAZA
		TACOMA, WA 98401-1837

WEST SITCUM TERMINAL CAPSTAN GANGWAY REPLACEMENT PROCUREMENT GANGWAY END CONNECTION DETAILS

S2 OF 3

CONIT/CONS:	0001520	TOWNSHIP:	21N	RANGE:	3E	SECTION:	34
M. ID:	201242.01	DAT-HRZ:	WA83-SF	VERT:	MLW		
PHASE:	100%	PARCEL:					
			DRAWING SCALE: AS NOTED				

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ATTACHMENT E - OFFER SHEET

Page 1 of 1

NWSA**ITB# 072026-1046****Title: Aluminum Gangway**

All freight and delivery charges are to be included in the cost of the line item. US dollar pricing only.
Aluminum Gangway to be delivered to West Sitcum Terminal, Tacoma Harbor, 1675 Lincoln Ave.,
Bldg 950 Tacoma, WA 98421 United States.

Item #	Description	Est. Qty.	U/M	Unit Price (MANDATORY)	Total Extended Price (excluding sales tax)
1	Option 1 = New Aluminum Gangway as Specified in Attachments C and D.	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				\$	\$

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 ☐

ITB No. 072026-1046
Aluminum Gangway

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: _____