



**THE NORTHWEST SEAPORT ALLIANCE  
REQUEST FOR PROPOSALS  
No. 071725**

**PUGET SOUND MARITIME EMISSIONS  
INVENTORY DEVELOPMENT (2022)**

Issued by  
Northwest Seaport Alliance  
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<b>RFP INFORMATION</b>	
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Deadline for Questions	<b>AUGUST 19, 2022 @ 2:00 PM (PST)</b>
Proposal Submittal Deadline	<b>SEPTEMBER 6, 2022 @ 2:00 PM (PST)</b>

**PLEASE SUBMIT ALL QUESTIONS AND PROPOSALS  
VIA THE PROCUREMENT PORTAL.**

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

**THE NORTHWEST SEAPORT ALLIANCE**  
**Request for Proposals (RFP) # 071725**  
**Puget Sound Maritime Emissions Inventory Development**

The Northwest Seaport Alliance (**NWSA**) are soliciting proposals from highly qualified firms to develop the 2022 Puget Sound Maritime Emissions Inventory.

**A. BACKGROUND**

**NWSA:** The NWSA is an operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the fourth-largest container gateway in the U.S. 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 Northwest Seaport Alliance, visit [www.nwseaportalliance.com](http://www.nwseaportalliance.com).

**Project Funding Committee:** The Puget Sound Maritime Emissions Inventory Project Funding Committee, hereafter, the "Project Funding Committee", is a group of government agencies, ports, and non-government organizations that will provide input for critical decisions throughout the Puget Sound Maritime Emissions Inventory (**PSEI**) development and review deliverables including the final report. The Project Funding Committee members are listed below.

1. The Northwest Seaport Alliance, (NWSA), a Washington port development authority
2. Northwest Clean Air Agency, a Washington Municipal Corporation
3. Pacific Merchant Shipping Association, a private non-profit organization
4. Port of Everett, a Washington Municipal Corporation
5. Port of Anacortes, a Washington Municipal Corporation
6. Port of Olympia, a Washington Municipal Corporation
7. Puget Sound Clean Air Agency, a Washington Municipal Corporation
8. Washington State Department of Transportation Ferries Division
9. Western States Petroleum Association, a private non-profit organization
10. Cruise Lines International Association, a private non-profit organization
11. Port of Seattle, a Washington special purpose public port district
12. Port of Tacoma, a Washington special purpose public port district
13. Washington State Department of Ecology

**Puget Sound Maritime Emissions Inventory (PSEI):** In 2005, the partners in the [Puget Sound Maritime Air Forum](#), collaborated on the development of a baseline PSEI. The baseline 2005 PSEI formed the basis of a [Northwest Ports Clean Air Strategy](#) (Clean Air Strategy). The Clean Air Strategy was and continues to be a collaborative effort led by the Ports of Seattle and Tacoma in Washington State and the Port of Vancouver in British Columbia, to reduce seaport-related emissions that affect air quality and climate change in the Pacific Northwest.

The 2011 and 2016 PSEI updates followed the same Puget Sound Airshed boundary delineated in the 2005 PSEI, and the quantitative results were evaluated against prior iterations of the PSEI to assess the effectiveness of the emission-reduction activities and air quality improvement progress made since the baseline inventory. Each PSEI update served as the basis for an update to the Northwest Ports Clean Air Strategy and a way to measure progress toward the Clean Air Strategy’s goals.

**Additional Procurement Details:**

The Northwest Seaport Alliance is requesting bids to complete a 2021 PSEI emission inventory including, but not limited to, project management and facilitation, data collection, emission calculations, and a final report accessible to a technical and non-technical audience. The Consultant will also develop a “what-if” scenario tool that allows access to the inventory data and enables users to build scenarios to model the effectiveness of potential emission reduction projects.

The proposed project schedule is as follows:

Contract Services Secured:	3 <sup>rd</sup> Quarter 2022
Data Collection Completed:	4 <sup>th</sup> Quarter 2022
Draft Report Reviews:	2 <sup>nd</sup> Quarter 2023
Final Report and Scenario Tool Complete:	3 <sup>rd</sup> Quarter 2023

The NWSA anticipates awarding one personal service agreement to complete the 2021 PSEI. The selection will be based on bid amounts and the qualifications of the consulting team, including all key members whether from the prime consultant firm or subconsultants for all necessary project services. The NWSA will enter into negotiations with the winner of this selection process with the intent to issue a personal services contract. Following successful negotiation of rates and fees, the NWSA will execute the contract for two years (**2-year initial term**) and with **two (2) separate one (1) year renewal options at the sole discretion of the NWSA**) with a maximum **not-to-exceed value of \$450,000.00**. Lower bids will be considered favorably in the compensation section of the proposal evaluation. If the proposer does not believe they can complete the work for less than **\$450,000.00** they should provide justification for this in their proposal. If the proposal is selected, a higher fee may be negotiated at the discretion of the NWSA.

**Attachment A** to the RFP contains the Instructions and Information for proposing to the solicitation.

The NWSA Standard Terms and Conditions are included as **Attachment B** to this solicitation. By submitting a Proposal, the Proposer represents that it has carefully read and agrees to be bound by the NWSA 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 best interests to adopt the alternative language. Taking exceptions to these terms and conditions or conditioning your proposal on terms and conditions other than the NWSA will render your proposal non-responsive.

Hereafter, the term “consultant” will mean the proposing firm, group of firms, or individual, and any sub-consultants that will be hired by the prime consultant to complete the scope of work.

\* By submitting a proposal, the Proposer represents that it has carefully read all attachments. As applicable, proposers shall identify propose alternate wording, if any, to these documents as an appendix to their submitted proposal.

#### **SCOPE OF SERVICES:**

The Northwest Seaport Alliance is requesting written qualifications and pricing from firms, teams, and/or individual respondents to provide consulting services to conduct the 2021 PSEI update for the same Puget Sound Airshed boundary delineated in the 2005, 2011, and 2016 PSEI and to evaluate the quantitative 2021 results against the 2005, 2011, and 2016 PSEI results.

The purpose of the PSEI is to quantify air emissions from maritime activities in the Puget Sound Airshed which occurred in calendar year 2021 and to compare results to the 2005, 2011, and 2016 inventories. This comparison will help the NWSA, and the Project Funding Committee determine the effectiveness of current efforts to reduce emissions and improve air quality. The 2021 PSEI will cover emission source categories, pollutants, and major ports consistent with previous inventory years. A summary of the emission source categories, major ports, and sources of data is provided in **Attachment D**. Following previous inventory scopes, fugitive emissions will not be considered in the 2021 PSEI. The minimum suite of pollutants and GHGs to be inventoried are summarized below.

## 2016 PSEI Pollutants and GHGs to be Inventoried

- Nitrogen Oxides (**NOX**)
- Volatile Organic Compounds (**VOCs**)
- Particulates (PM2.5, PM10, diesel particulate matter (**DPM10**) and Black Carbon)
- Carbon monoxide (**CO**)
- Sulfur dioxide (**SO2**)
- Greenhouse Gas (**GHG**) emissions from maritime combustion sources including:
  - Methane
  - Carbon dioxide
  - Nitrous oxide

Resultant GHG emissions will be expressed in carbon dioxide equivalents and will include direct emissions only.

Because other GHG emissions do not result from maritime combustion activities, or they are deemed insignificant, the following GHGs are excluded from the scope of the Consultant:

- Sulfur hexafluoride
- Hydrofluorocarbons
- Perfluorocarbons

In responding to this proposal, the Consultant should review the 2005, 2011, and 2016 methodology in addition to the scope and deliverables presented in this RFP and provide estimated costs associated with calculating an updated 2021 PSEI for each sector and for each port for that sector, using current data and throughputs, as well as completing the other scope items in this RFP. The 2005, 2011, and 2016 PSEI may be reviewed at the following location:

<https://pugetsoundmaritimeairforum.wordpress.com/>

### **C. DELIVERABLES:**

1. **Summarize the methodology used in the 2005, 2011, and 2016 PSEI and recommend revisions as needed.**

The Consultant will meet with the Project Funding Committee to summarize the methodology used to generate the 2005, 2011, and 2016 PSEI. The Consultant will identify any potential gaps or flaws in the previous methodology and recommend any significant changes. Aside from the desired improvements listed below, consistency with the previous inventory is desired, unless those methods are out of date or there are other significant issues or concerns that would arise from duplicating the previous methodology. The Consultant's proposed methodology must incorporate the need for data outputs to be made available in a format and level of detail suitable for submittal to EPA for the National Emissions Inventory (**NEI**) (please see Attachment C for NEI data output and format requirements).

The following improvements to past PSEI scopes will be implemented by the Consultant.

**a. *Incorporate improved spatial resolution for on-road truck emissions into report:*** The Puget Sound Regional Council (**PSRC**) has provided data from their travel demand model as the basis for the on-road heavy-duty truck emission estimates for past PSEI studies, which includes VMT, speeds, emission factors by road type, and emission estimates, as well as apportionment of these data to the ports. PSRC will be providing this information for the 2021 Inventory as well and will be exploring ways that they can further apportion those emissions to subareas and/or corridors. The consultant will incorporate any additional on road truck emission estimates produced by PSRC and a description of the methods used into the PSEI report. If this analysis causes discontinuities with methods used in prior inventories, the consultant will work with the project manager and the PSRC to quantify and report on these discontinuities.

**b. *Improved apportionment of assist tug activities to ports:*** In the 2016 PSEI, assist tug emissions were apportioned to the ports based on the number of vessel movements occurring at each port, regardless of vessel type. The Consultant will investigate alternative methods for attributing assist tug activity to ports and propose improvements to the Project Funding Committee.

**c. *County level emission estimates for ports:*** In addition to reporting “in port emissions” and “emissions in the airshed” for ports, the Consultant will report emissions in the county for all sources of emissions. This will include all landside emissions and waterside emissions in EPA shape files adjacent to each relevant county for 2021, 2016, 2011, and 2005 inventory years. For the NWSA, North Harbor emissions in the county will refer to emissions in King County and South Harbor emissions in the county will refer to emissions in Pierce County.

## **2. Finalize 2021 emission calculation methodology and data collection procedures.**

The Consultant will meet with the Project Funding Committee to finalize the following:

- a. Finalize the boundaries of the inventory. It is expected that the boundaries of the inventory will be identical to the 2016 inventory.
- b. Finalize methodology for emission inventories for each of the pollutants listed in section 2.c. (Data outputs must be in a format and level of detail suitable for submittal to EPA for the National Emissions Inventory (**NEI**). Please see Attachment C for NEI data output and format requirements).
- c. Finalize the pollutants to be inventoried. At a minimum, the following pollutants and GHGs are expected to be included in the scope:
  - i. Nitrogen Oxides (**NOX**)

- ii. Volatile Organic Compounds (**VOCs**)
- iv. Particulates (PM2.5, PM10, diesel particulate matter (**DPM10**) and Black Carbon)
- v. Carbon monoxide (**CO**)
- vi. Sulfur dioxide (**SO2**)
- vii. Greenhouse Gas (**GHG**) emissions from maritime combustion sources including:
  - Methane
  - Carbon dioxide
  - Nitrous oxide

Resultant GHG emissions will be expressed in carbon dioxide equivalents and will include direct emissions only. The latest Global Warming Potential values published by the IPCC will be used to convert methane and nitrous oxide emissions to carbon dioxide equivalents.

Because other GHG emissions do not result from maritime combustion activities, or they are deemed insignificant, the following GHGs are excluded from the scope of the Consultant:

- Sulfur hexafluoride
  - Hydrofluorocarbons
  - Perfluorocarbons
- d. Finalize the scope of data to be collected by the Consultant and what assistance is necessary from the Project Funding Committee.
  - e. If the final 2021 methodology is different from 2016 methodology, propose a methodology to the Project Funding Committee for updating the prior PSEI results.

### 3. Data Collection

The Consultant will be responsible for data collection and will need to coordinate the data collection efforts with data providers.

The Consultant will coordinate data collection efforts with the tenant/data source providers associated with the facilities and activities described in **Attachment D**. Coordination includes:

- Initial contact with the tenants/data source providers,
- A template for the tenants/data source providers to complete,
- Brief discussion on the data sets to ensure that the tenants/data source providers understand what is needed,
- Address questions from the tenant/data source providers, and
- Field questions and status request from the project manager.

The Consultant will ensure that they are accounting for any emission reduction technology that is being applied, such as shore power, or exhaust gas cleaning systems.

The Consultant will collect any data needed from agencies of the Project Funding Committee needed to calculate the regional contribution of sources included in the PSEI to total regional emissions (i.e., including sources not in the PSEI scope across the same geographic scope). This comparison will include the criteria pollutants and GHGs.

The Consultant will review the data for gaps and obvious inconsistencies and communicate with the tenants/data source providers any questions or clarifications regarding the data. The Consultant will move the data into Microsoft Excel if the data is not already in that format.

Data or information provided by a third party under a confidentiality agreement must be approved by the Project Funding Committee prior to purchase or use.

#### **4. Data Review and Progress Reports**

The Consultant will review PSEI progress on a monthly basis and prepare methodology and data collection analysis reports. The Consultant will submit a monthly status report to the NWSA Project Manager. The Consultant will present a quarterly summary report, including recommendations, to the Project Funding Committee during the last month of each quarter. The Consultant will flag any data gaps or data that does not seem reasonable and notify the Project Funding Committee. If the Consultant determines that a flaw significantly impacting the analysis is present at any time during the review process, the Consultant will immediately notify the NWSA Project Manager of the flaw and make recommendations for immediate action.

#### **5. Meetings**

The Consultant will lead meetings with the Project Funding Committee, NWSA Project Manager or technical workgroups virtually or in person as requested by the NWSA Project Manager until the project is completed. Meetings are expected to be held virtually (via Microsoft Teams, Zoom, or other virtual meeting platform) unless there is a specific need for an in-person meeting. Meetings are not expected to exceed 90 minutes in length and may occur up to twice per month. All meetings with the Project Funding Committee Members, or project stakeholders, by phone or in person, must be approved by the NWSA Project Manager.

The Consultant will support 1 public webinar on the PSEI that details the methods and project plan, likely near the beginning of the study.

#### **6. Complete 2021 PSEI and update 2005, 2011, and 2016 PSEIs**

The Consultant will calculate emissions and complete the 2021 PSEI and update the prior 2005, 2011, and 2016 emissions inventories using the methodologies agreed upon in Task 2.



As part of completing the inventory, the Consultant will calculate the contribution of sources covered by the PSEI to total regional emissions, using regional emissions data provided by partner agencies. The Consultant will complete this analysis for key criteria pollutant species and GHGs.

## 7. Limited Assessment of COVID-19 Impacts

The COVID-19 pandemic has had unprecedented impacts for the maritime industry, from disruption of the Cruise industry to ebbs and surges of cargo volumes. These impacts have undoubtedly affected emissions. Because the PSEI is used for planning and only occurs every five years, it will be important to put the 2021 PSEI into context with past and future inventories.

The Consultant will do the following to contextualize the results of this inventory.

- a. **Qualitative description of the COVID-19 disruptions on emissions:** Summarize the changes in activity that are related to the pandemic, like reduced cruise traffic and increased time at anchor for cargo ships, along with a qualitative assessment of their likely impacts to provide context for the emission estimates. It should be noted here and in the quantitative analyses below that this is a limited examination of COVID-19 impacts and there are many impacts that are beyond the scope and capability of this inventory.
- b. **Estimate of additional emissions from vessels at anchor associated with supply chain disruption:** Due to a surge in demand, conditions of severe supply chain congestion developed in 2021. As a result, most major ports experienced a backlog of vessels that were forced to anchor and idle in areas near shore. The Consultant will provide a comparison of 2021 hours at anchor by cargo ships with 2016 hours at anchor. The Consultant will also estimate the emission impacts of the increased time at anchor. This comparison can help the ports better understand the impacts of congestion and better track vessel efficiency and emission intensity improvements that may be dampened by these additional emissions.
- c. **Cruise Emissions Inventory for 2019:** Given the significant disruption in the Cruise industry during 2021, the Port of Seattle will have the option to have the consultant perform a supplemental inventory for cruise ships including at berth, maneuvering, and underway emissions. This supplemental 2019 inventory will utilize the same methods as the 2021 inventory, as agreed upon by the Project Funding Committee. This scope item will be an optional task; Port of Seattle will determine whether to move forward with the 2019 Cruise Inventory before data collection begins. As such, this item will be bid separately and not included in the bid for the main inventory work, see compensation evaluation section below.

## 8. Draft and Finalize Report

### **Demonstration of Qualifications:**

The Consultant will include a technical writer with strong ability to write for non-technical audiences on the project team. The Consultant may hire an independent sub-contractor to satisfy this requirement. This technical writer will, at a minimum, review and optimize the final report for readability and accessibility by general audiences. In RFP responses, Consultants must identify the technical writer(s) by name and provide samples of their past work. These work samples should demonstrate an ability to effectively communicate technical information to general audiences using the active voice. If the technical writing samples provided by the winning proposer are not satisfactory to the NWSA, the NWSA may ask the winning proposer to hire a sub-contractor to augment their capacity to review and optimize the report for readability and accessibility.

### **Report Specifications:**

The Consultant will review the 2016, 2011, and 2005 PSEI reports and provide a 2021 PSEI report comparable in context and content. The 2021 PSEI report will include emissions comparisons to the 2005, 2011, and 2016 PSEI for each organization, site, and region reported in the previous inventories. County-level results will also be presented for ports as described above. The report will be written in active voice. As part of the report, the Consultant will also produce 1-page summaries for each port that present results and trends, written for a non-technical audience, that can be used for external communication.

The consultant will consider that the audience for the PSEI is both technical and non-technical and that the report needs to be clearly written with graphics to illustrate trends and relative contributions of each source, broken out by sector and port. The report must include clear discussions of data trends and comparisons to previous inventory years, drivers that impacted emissions, and COVID-19 and supply chain impacts. The report must be clearly organized, easily navigable, accessible to a non-technical audience, and include tables, charts, and/or graphics to communicate key findings overall and for each organization, site, and region.

The report must also include all methodologies, assumptions, and references for all values used in the models and calculations used in developing the emission inventory. These assumptions and references can be included as an appendix and do not need to be in the main body of the report.

### **Report Development Process:**

The Consulting Team will provide an outline of the report for the Project Funding Committee to review, including appendices, along with samples of graphics that demonstrate how complex trends and information will be communicated. One round of review will be completed by the Project Funding Committee before developing the first draft report.

The Consultant will produce a draft report and facilitate up to three rounds of review of the draft report by the Project Funding Committee.

The Consultant will prepare a final PSEI report and provide one (1) electronic (PDF file) and one (1) hard copy (bound, color and double-sided on recycled products) to the NWSA Project Manager.

The Consultant shall also provide all Project Funding Committee Members a copy of the document in unprotected Microsoft Word format so that parts of the report can be easily copied into other documents as needed by the Project Funding Committee Members.

## **9. Documentation**

The Consultant will include in the report a description of methodologies, assumptions, and references for all values used in models and calculations.

The Consultant will provide sufficient documentation so funding committee members can deeply understand how emissions were calculated.

Whether as a separate document(s) or as part of an Emissions Scenario Tool, the Consultant will provide the following in a commonly used format<sup>1</sup> :

- a. All factors used in calculating emissions for each piece of equipment including activity factors, emission factors, and other relevant factors, and all documentation of all factors used.
- b. All detailed emissions calculations.
- c. All tabular data included in appendices (e.g., Appendix B in the 2011 inventory) in a format commonly used for data processing and analysis.
- d. All input and output files from publicly available models used in determining emissions, such as EPA MOVES.

The Consultant will provide all emissions estimates in a format and level of detail suitable for submittal to EPA for the National Emissions Inventory.

Please see **Attachment E** for NEI data output and format requirements.

The Consultant will populate the NEI data templates provided by the Project Funding Committee.

## **10. Emissions Scenario Evaluation Tools**

The emissions scenario evaluation tool is defined as a tool used to estimate the effect(s) of speculative changes in operating or equipment parameters on the 2021 inventory results. The purpose of the tool is to test “What-If” scenarios to evaluate the effectiveness of potential emissions reduction projects or initiatives.

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<sup>1</sup> Acceptable file formats include Microsoft Access, Excel, and delimited text files.

The Consultant will develop a scenario evaluation tool that is populated with all 2021 PSEI data in a format that provides the Project Funding Committee Members the capability to estimate emissions changes based on data input changes from individual sources and source categories. The desired capabilities of the tool are listed below.

- a. Save multiple scenarios
- b. Determine emissions from each sector, each port, each sector of each port, and overall for the region.

**List of Sectors**

- Transiting OGVs
  - At berth OGVs
  - Harbor Craft (See attachment C, “Template HC tab” for a list of Harbor Craft types)
  - Locomotives
  - Heavy-Duty Vehicles (Drayage Trucks)
  - Cargo-Handling Equipment
  - Fleet Vehicles
- c. Be able to update or modify the inputs for any specific source type (such as Vehicles or Vessels) included in the emissions inventory.
  - d. Be able to calculate changes in emissions for groups of vehicles/vessels by changing activity levels (hours of operation or fuel used), efficiency of engines (engine age or engine tier), and fuel type. The tool should also be able to estimate emission reductions associated with implementing zero-emission technologies, such as electric equipment.
  - e. Be able to calculate changes in emissions by using a control factor.

The Consultant will maintain the tool for at least 5 years and correct any bugs or errors that are identified by the Project Funding Committee once the tool is in use.

**D. RFP ELEMENTS & EVALUATION CRITERIA:**

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing team (to include the prime consultant’s key team members and any major sub-consultants) and the team’s ability to meet the requirement of this solicitation. Attention will be given to the technical competencies and completeness of content. The written proposals should be prepared in sequential order as outlined below.

Proposals are limited to **12 numbered pages** (8 ½ by 11 inch) **including** the cover letter and any submitted appendices, but **excluding** the compensation proposal and references. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. Proposals that do not follow this format may be deemed nonresponsive.

The cover letter shall include the solicitation Title and Number, Name, Title, Email Address, Phone Number and Addresses of the Proposing Team’s main contact and include the following information:

- Describe all claims submitted by any client against the firm within the past two years related to the personal services provided by the firm or its key personnel. For purposes of this request, “claim” means a sum of money in dispute in excess of 10% of the firm’s fee for the services provided.
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.

**Proposals are to address, and will be evaluated upon, the following criteria:**

**INITIAL EVALUATION PHASE**

**1. Qualifications & Experience ..... 35 PTS**

**i. Ability and capacity of the Proposer to perform the services requested in the scope of work.**

Identify the proposed team; demonstrate the team’s knowledge and experience of the firm in performing marine air emission inventory work or similar work with tasks relevant to this proposed project. Include education, registrations, certifications and experience with marine air emission inventories.

The Consultant will include a technical writer with a strong ability to write for non-technical audiences. The Consultant may hire an independent subcontractor to satisfy this requirement. This technical writer will, at a minimum, review and optimize the final report for readability and accessibility by general audiences. In RFP responses, Consultants must identify the technical writer(s) by name and provide samples of their past work. These work samples should demonstrate an ability to effectively communicate technical information to general audiences. using the active voice. The writing samples may be provided as an appendix and do not contribute in the total page count.

Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

The NWSA will evaluate the experience, technical competence and qualifications of the Key Personnel identified, their project specific roles and responsibilities, and overall organization of the project team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.

**ii. Experience with performing marine air emission inventory work or similar work with tasks relevant to this proposed project.**

Include a list of recent projects in the last three years, to include a point of contact, contact information, and brief description, for services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by members of the project team will be considered.

## 2. **Project Management Approach**.....**25 PTS**

Clearly outline the team's recommended approach and methodology for accomplishing the Scope of Services. Clearly describe the approaches and methods that will be used to accomplish the tasks required in the scope of services.

Clearly outline the team's recommended approach for data collection and data quality assurance.

Include a final work product from a previous project showing the ability to present complex technical information to a broad audience. Provide examples of figures and tables that demonstrate the Consultant's ability to communicate technical information clearly. For large documents, a link to a website or File Transfer Protocol (FTP) site is acceptable. If included with the proposal, the previous final work product will not be included in the total page count.

Include commitment of the firm to meet scope, schedule, and budget and a schedule that provides a clear example of the team's availability and how the team will meet the NWSA's timeline.

## 3. **Coordination & Communications**.....**15 PTS**

Provide a plan for communications and coordination between the Project Funding Committee, NWSA's project manager and the various stakeholders.

Provide information that shows the ability of the firm and the assigned team to communicate and work effectively with client firms, regulators, and other stakeholders involved in the work.

## 4. **Compensation**.....**25 PTS**

**Compensation information MUST be provided separately from the proposal, in an individual PDF document.**

Include a Rate Sheet that specifies the labor category and hourly rate of each member of the proposed team, or of each specific project role (see format in Attachment C).

All rates quoted shall be:

- **Fixed, fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included); (Firms submitting for RFP must submit a fully burdened rate minus per diem, travel and lodging.**
- Quoted in US Dollars;
- Full cost inclusive of sales tax and other government fees, taxes and charges; and
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

**Provide a Cost Estimate for each of the following items and a total bid for the contract:**

- Task 1: Summarize the methodology used in the 2005, 2011, and 2016 PSEI and recommend revisions as needed.
- Task 2: Finalize 2021 emission calculation methodology and data collection procedures.
- Task 3: Data Collection
- Task 4: Data Review and Progress Report
- Task 5: Meetings
- Task 6: Complete the 2021 PSEI and update the 2005, 2011, and 2016 PSEIs
- Task 7: Assessment of COVID-19 Impacts tasks a and b (excluding c)
  - a. Qualitative description of the COVID-19 disruptions on emissions:
  - b. Estimate of additional emissions from vessels at anchor associated with supply chain disruption:
- Task 8: Draft and Finalize Report
- Task 9: Documentation
- Task 10: Emissions Scenario Evaluation Tool

**Separate from the above-listed items, provide a cost estimate for the following:**

- Task 7c: Cruise Emissions Inventory for 2019:

Successful firms will be compensated according to a mutually acceptable fee structure. Please attach to your Proposal detailed information on the firm's proposed fee structure for the services proposed, for all fees, charges, expenses, etc. All rates quoted shall be full cost, inclusive of sales tax and other applicable government fees, taxes, and charges.

**5. References.....Pass/Fail**

References Pass/Fail Reference checks may be performed on the selected firm, if based directly on the proposals received, or on shortlisted firms if interviews are being requested. The NWSA may evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the proposal.

FINAL EVALUATION PHASE (if applicable)

**6. Interviews (as requested by the NWSA).....100 PTS**

If an award is not made based on the written evaluations alone, interviews will be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. If interviews are conducted, they will be held at the Port of Tacoma, Tacoma, WA., or virtually via Teams meeting. Travel costs will not be reimbursed for the interview.

**Attachments:**

**ATTACHMENT A – SUBMITTAL INSTRUCTIONS**

**ATTACHMENT B – CONTRACT TEMPLATE & TERMS AND CONDITIONS**

**ATTACHMENT C – RATE SHEET TEMPLATE**

**ATTACHMENT D – DATA COLLECTION POINTS OF CONTACT, LEAD ROLES AND SITES**

**ATTACHMENT E – REQUIREMENTS FOR REPORTING PUGET SOUND EMISSION INVENTORY DATA TO EPA FOR THE NATIONAL EMISSION INVENTORY**



**ATTACHMENT A**  
**SUBMITTAL INSTRUCTIONS**

**PROCUREMENT PROCESS****SOLICITATION TIMELINE:**

Issuance of Solicitation	AUGUST 12, 2022
Last Day to Submit Questions	AUGUST 19, 2022 @ 2:00 PM (PST)
<b>Submittal Packets Due</b>	<b>SEPTEMBER 6, 2022 @ 2:00 PM (PST)</b>
Review/Shortlist*	SEPTEMBER 9, 2022
Interviews (if required) *	SEPTEMBER 14, 2022
Final Selection*	SEPTEMBER 20, 2022
Execute Contract*	SEPTEMBER 23, 2022

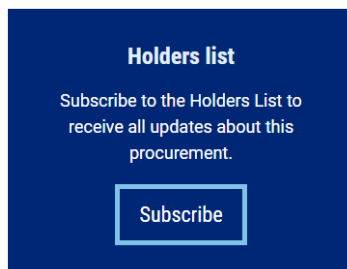
\*Dates are tentative.

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

**VENDOR OBLIGATION**

The NWSA Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the NWSA's website, <http://www.nwseaportalliance.com> under 'Business -> 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.



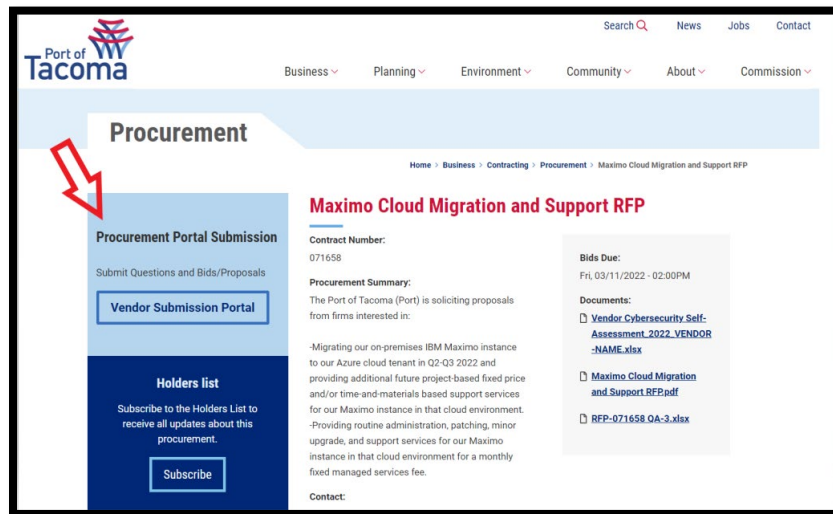
By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

**\*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

Proposers 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.**)



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

## ADDENDA

The NWSA 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 changes, revises, deletes, increases, or otherwise modifies the Solicitation, the NWSA 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.

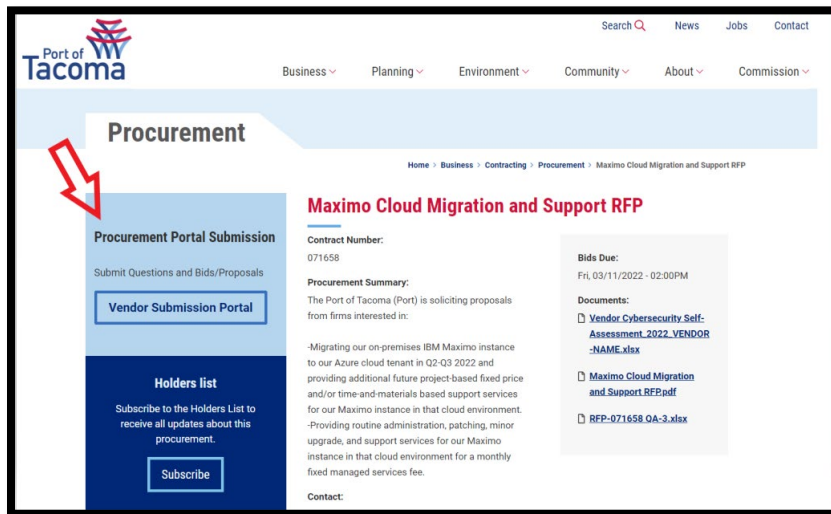
## SUBMITTAL PROCESS

### Electronic Submittal:

Proposals must be received via the procurement portal on or before the date and time outlined on the front page of this proposal.

### Procurement Submission Portal Instructions:

Navigate to this procurements web page (referencing the number and name) via the following link [Procurement | Port of Tacoma](#). While on the procurements page, click on the 'Procurement Submission Portal' link (located on the lefthand side of the page).



Full instructions on how to utilize the submission portal can be found on the Port's website, [www.portoftacoma.com](http://www.portoftacoma.com) under 'Business -> Contracting -> Procurement'. See bold red heading above the bid search box "Bid and Question Submittal Instructions", to access the thorough instructions in PDF format.

Please submit proposal, including all 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, and one (1) redacted version (**removing all Company information**) 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. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

## EVALUATION AND AWARD PROCESS

An evaluation team, using the point method of award, will review each proposal and evaluate all responses received based upon the criteria listed herein. The NWSA may request clarifications or additional information, if needed. After the evaluation team individually scores each proposal, the scores are tallied and the firms are ranked based on the scores.

Request for Proposals (RFP) # 071725  
Puget Sound Maritime Emissions Inventory Development

A selection may be made based on the proposals and initial evaluation criteria alone. Alternatively, the evaluation team may create a short list of the top ranked firms and invite the short-listed firms in for interview and/or check references. Scores for reference checks and interviews will be tallied and added to the short-listed firm's initial evaluation scores. Final selection will be based on the accumulative score.

The NWSA intends to select the Proposer who represents the best value to the NWSA.

The NWSA reserves the right to accept or reject any or all information in its entirety or in part and to waive informalities and minor irregularities and to contract as the best interest of the NWSA may require. The NWSA reserves the right to reject any or all Proposals submitted as non-responsive or non-responsible.

### **Procedure When Only One Proposal is received**

In the event that a single responsive proposal is received, the Proposer shall provide any additional data required by the NWSA to analyze the proposal. The NWSA reserves the right to reject such proposals for any reason.

### **GENERAL INFORMATION**

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

### **COSTS BORNE BY PROPOSERS**

All costs incurred in the preparation of a Proposal and participation in this RFP and negotiation process shall be borne by the proposing firms.

### **PROTEST PROCESS**

A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the NWSA 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 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](mailto:procurement@portoftacoma.com)

Consideration. Upon receipt of the written protest, the NWSA will consider the protest. The Port may, within three (3) business days of the NWSA 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, the Contracts Director of the 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 receipt of the protest. (If more than one (1) protest is filed, the NWSA decision will be provided within three (3), but no more than six (6) business days of the NWSA receipt of the last protest.) If no reply is received from the NWSA 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 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 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 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 on account of actions taken under such procedure.

## ATTACHMENT B

### PERSONAL SERVICES AGREEMENT NO. 071725

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**PROJECT:** PUGET SOUND MARITIME EMISSIONS INVENTORY DEVELOPMENT (2022)

**CONSULTANT:** Company, Address, City, State, Zip

**PROJECT MANAGER:** XXXXXXXXXX **GL ACCOUNT NO.** XXXXXXXX

THIS AGREEMENT is made and entered into by and between the **NWSA** (*hereinafter referred to as the "NWSA"*) and **xxCOMPANYxx** (*hereinafter referred to as the "Consultant"*) for the furnishing of **Project** (*hereinafter referred to as the "Project"*).

#### **SCOPE OF WORK**

Consultant will provide .....

#### **DELIVERABLES**

Deliverables will include:

#### **COMPENSATION**

This will be accomplished on fully burdened, time and materials basis and will not exceed **\$450,000.00** without prior written approval from the NWSA.

Consultant is responsible for working within the budget as agreed. Should the Consultant incur costs beyond the not-to-exceed contract budget amount without an executed amendment to this contract, the Consultant is solely responsible for the additional costs.

Invoices shall be submitted by the consultant through the NWSA's project management software e-Builder® each month. Incomplete or improperly prepared invoices will be returned for correction without processing or payment. Invoice period is for the previous calendar month and shall be computed pursuant to the rates and limitations set forth in the Agreement. Consultant agrees to submit monthly invoices as the Services progress. Invoices that are submitted for payment ninety (90) days or more after the Services were completed are subject to non-payment. Under no circumstances will the Northwest Seaport Alliance pay interest on payment.

The length of this agreement is from **the date of execution** to **xxDATExx**. This agreement is expressly conditioned upon the Terms and Conditions attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

**NORTHWEST SEAPORT ALLIANCE**

**CONSULTANT (LEGAL NAME)**

By \_\_\_\_\_  
Print Name Date  
Director, Contracts & Purchasing

By \_\_\_\_\_  
Print Name Date  
Title

**AGREED**

**NWSA**  
**Terms and Conditions**  
**Personal and Professional Service Agreements**

**1. Relationship of the Parties**

Consultant and its employees are independent Contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

**2. Subconsultant and Supplier**

**Relations**

a. Subconsultants at all tiers shall be approved by the NWSA prior to performing Services in support of this Agreement between Consultant and NWSA.

b. The award of a subcontract does not create a contract between the NWSA and the subconsultant. Subconsultants shall have no rights whatsoever against the NWSA by reason of their contract with the Consultant. The foregoing provision shall apply with equal force to subconsultants, suppliers and all other persons or parties otherwise engaged by the Consultant to do any portion of the Services.

c. The Consultant shall ensure every subcontract shall bind the subconsultant to the applicable terms of the Agreement. The Consultant shall appropriately monitor the activities of the subconsultant. In no event shall the activities of the subconsultant operate to release or reduce the liability of the Consultant to the NWSA for any breach in the performance of the Consultant's duties.

**3. Conflicts of Interest**

Consultant 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. Consultant 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.

**4. Compliance with Laws**

a. Consultant agrees to comply with all local, state, tribal, and federal laws and regulations applicable to the Services existing at the time this Agreement was executed or that became applicable subsequent to this Agreement's execution, and those regarding employee safety, the workplace environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain and maintain all professional licenses and permits required to complete the Services.

b. Consultant must comply with all Occupational Safety and Health

Administration (OSHA), Washington Industrial Safety and Health Act (WISHA), Department of Labor, Environmental Protection Agency and other applicable environmental standards as prescribed by law while on or occupying NWSA-owned properties.

c. The Consultant is responsible for ensuring that all personnel performing Services are paid wages in accordance with federal, state and local laws when applicable.

**5. Records and other Tangibles**

a. The NWSA is a public entity and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56, and the Secretary of State's Local Government Common Records Retention Schedule (CORE) Version 3.3 (October 2016).

Therefore, until the expiration of six (6) years after the term of this Agreement, consultant agrees to maintain accurate records of all activities done in providing the Services and to deliver such records to the NWSA upon termination of the Agreement or otherwise as requested by the NWSA.

b. The NWSA or its designated agent, and federal and state auditing authorities have the right to audit this Agreement and access to all records and documents, including financial data, for a period of not less than six (6) years after Completion of all projects related to this Agreement or until resolution of any litigation related to this Agreement whichever occurs last.

**6. Ownership of Intellectual Property (IP)**

a. The plans, specifications, models, programs, reports, and other products prepared by the Consultant in performing the Services are Instruments of Service for purposes of the copyright laws of the United States. The NWSA has ownership rights to the Instruments of Service. Consultant shall not be liable for changes made in the Instruments of Service by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Any patentable result or materials suitable for copyright arising out of this Agreement shall be owned by and made available to the NWSA for public use, unless the NWSA determines it is not in the public interest that it be owned or available.



b. The Instruments of Service shall include all calculations, notes, draft documents, reports, drawings, specifications, electronic files, including e-mails, and any other materials, information or documentation developed or prepared in the performance of the Services and shall be owned by and treated as NWSA property. The Consultant shall obtain no proprietary rights or interest in the Instruments of Service.

c. Any items incorporated into the Instruments of Service that were developed by the Consultant prior to the execution of this Agreement, and not paid for by the NWSA, is not covered by this provision "Consultant Data."

d. All information, materials, data and documentation furnished or made available to the Consultant by the NWSA for purposes of performing services pursuant to this Agreement on this project shall remain the property of the NWSA "NWSA Data." The Consultant shall obtain no proprietary rights or ownership interests to such NWSA Data. At the NWSA's written request, the Consultant shall return all such NWSA Data remaining in the Consultant's possession at the termination or expiration of this Agreement.

#### 7. **Disclosure**

All information developed by the Consultant, all analyses or opinions reached by the Consultant (Instruments of Service) and all information made available to the Consultant by the NWSA (NWSA Data), shall not be disclosed by the Consultant without the written consent of the NWSA.

#### 8. **Compensation**

a. As full compensation for the performance of its obligations of this Agreement and the Services, the NWSA shall pay Consultant as specified in the Agreement.

b. Consultant is responsible for working within the agreement amount. Should the consultant incur costs beyond the agreement amount without an executed amendment to this agreement, the Consultant is solely responsible for the additional costs.

#### 9. **Invoices**

a. Consultant shall submit detailed **numbered invoices showing** descriptions of the Services being invoiced, work order number, title of the Project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate, and all authorized expenses, if allowed, for the month, itemized, with backup, in accordance with the NWSA's "Guidelines for Consultant Fees and Reimbursable Items", by the 10<sup>th</sup> of the

following month to be paid by the end of the 30<sup>th</sup>, unless other terms are agreed to by the parties.

b. Consultant agrees to submit timely invoices as the Services progress. Invoices that are submitted for payment ninety (90) days or more after the Services were completed are subject to non-payment.

c. Un-invoiced Services performed through December 31 of each year shall be invoiced no later than the 7<sup>th</sup> day of January. If the Consultant is unable to provide an invoice, they shall advise the NWSA in writing with a summary of the work completed and the accrual amount to be invoiced through December 31 of that year.

#### 10. **Costs and Disbursements**

Consultant is responsible for and shall pay all costs and disbursements required for the performance of the Services.

#### 11. **Standard of Care**

a. Consultant shall perform the Services to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such Services.

b. The NWSA's approval of plans, drawings and specifications shall not relieve Consultant of responsibility for the adequacy or accuracy thereof. The Consultant shall remain liable for damages and costs incurred by the NWSA arising from the Consultant's errors, omissions, or negligent performance of the Services.

#### 12. **Time**

Time is a material consideration in the performance of the Services. The Consultant shall complete the Services within the agreed upon schedule, including any established milestones and task completion dates, and the overall period of performance. The completion dates for tasks may be modified by a written directive; however, the period of performance for the Agreement may only be modified through an amendment. The period of performance and contract milestones shall not be extended because of any unwarranted delays attributable to the Consultant. The period of performance and contract milestones may be extended in the event of a delay caused by the NWSA which results in a delay in the performance of an affected task, because of unavoidable delay caused by any governmental action, or other conditions beyond the control of the Consultant, which could not reasonably be anticipated and which results in a delay in the period of performance and contract schedule. Upon mutual

agreement, the period of performance may be accelerated to meet Project requirements.

**13. Assignability**

The Consultant may not assign, transfer, or novate all or any portion of the Agreement, including but not limited to any claim or right to the Contract Sum, without the NWSA's prior written consent. If the Consultant attempts to make an assignment, transfer, or novation without the NWSA's consent, the assignment or novation, shall be of no effect, and the Consultant shall nevertheless remain legally responsible for all obligations under the Agreement. The Consultant also shall not assign or transfer to any third party any claims it may have against the NWSA arising under the Agreement or otherwise related to the Project.

**14. Termination of Agreement**

a. Termination for Default:

i. The NWSA may terminate this Agreement, in writing, if the Consultant substantially fails to fulfill any or all of its material obligations under this Agreement through no fault of the NWSA; provided that the Consultant has been given an opportunity to cure.

1. Cure Notice: If the NWSA determines that a breach of this Agreement has occurred, that is, the Consultant has failed to comply with any material terms or conditions of this Agreement or the Consultant has failed to provide in any manner the Services agreed to herein, and if the NWSA deems said breach to warrant corrective action, the following sequential procedure will apply:

ii. The NWSA will provide the Consultant with a written Cure Notice, notifying the Consultant of the nature of the breach.

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

b. Show Cause Notice:

i. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, the NWSA will provide the Consultant with a written Show Cause Notice; notifying the Consultant of their requirement to notify the NWSA in writing within seven (7) calendar days of any reason the NWSA should not terminate this Agreement. At the expiration of the seven (7) calendar day period the NWSA may commence termination of this Agreement in whole or in part.

ii. The NWSA may withhold payment owed the Consultant, instruct the Consultant to stop work and to refrain from incurring additional costs until the NWSA is satisfied that the breach has been corrected.

iii. No increase in total price or period of performance shall result from breach of this Agreement; and

iv. Nothing herein shall be deemed to affect or waive any other rights of the NWSA.

c. Notice of Termination:

i. If the NWSA terminates this Agreement for default, the NWSA shall determine the amount of Services satisfactorily performed to the date of termination and the amount owing to the Consultant using the criteria set forth below; provided, that (a) no amount shall be allowed for anticipated profit on unperformed Services or other work and (b) any payment due to the Consultant at the time of termination may be adjusted to the extent of any additional costs the NWSA incurs because of the Consultant's default. In such event, the NWSA shall consider the actual costs incurred by the Consultant in performing this Agreement to the date of termination, the amount of Services originally required which was satisfactorily completed to the date of termination, whether the Services are in a form or of a type which is usable and suitable to the NWSA at the date of termination, the cost to the NWSA of completing the Services itself or of employing another firm to complete it and the inconvenience

and time which may be required to do so, and other factors which affect the value to the NWSA of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude the NWSA from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by withheld payments.

- ii. Upon receipt of a termination notice the Consultant shall at no additional cost to the NWSA:
  - 1. Promptly discontinue all Services (unless the notice directs otherwise);
  - 2. No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the NWSA all Instruments of Service and NWSA Data including data, drawings, electronic drawing files, specifications, calculations, reports, estimates, summaries, official Project documentation and other Project documentation, such other information and materials as the Consultant or subconsultants may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for this Agreement where the NWSA has paid the Consultant for such items.
  - 3. Upon termination, the NWSA may take over the Services and prosecute the same to completion by agreement with another party or otherwise.

d. Termination for Convenience:

- i. The NWSA may terminate this Agreement, for the convenience of the NWSA. The NWSA shall terminate by delivery to the Consultant a Notice of Termination specifying the termination and the effective date.

ii. If the NWSA terminates this Agreement for convenience, the NWSA shall pay the Consultant for the following items:

- 1. An amount for Direct Labor Costs and Indirect Costs in accordance with the Agreement for Services satisfactorily performed to the date of termination.
- 2. Reasonable invoiced Other Direct Costs as allowed by the Agreement, actually incurred before the date of termination; or
- 3. Reasonable termination settlement costs the Consultant actually incurred unless the NWSA determines to assume said commitments. Reasonable termination settlement costs include settlement costs for subconsultants, and reasonable accounting and clerical costs actually incurred by the Consultant.

iii. Upon receipt of a termination notice the Consultant shall at no additional cost to the NWSA:

- 1. Promptly discontinue all Services (unless the notice directs otherwise);
- 2. No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the NWSA all Instruments of Services and NWSA Data including drawings, specifications, calculations, reports, estimates, summaries, official Project documentation, other Project documentation, and such other information and materials as the Consultant may have accumulated in performing this Agreement, whether completed or in progress and all equipment/materials purchased specifically for this Agreement where the NWSA has reimbursed the Consultant for such costs;
- 3. Take any action necessary, or that the NWSA may direct, for the protection and preservation

of property related to this Agreement that is in the possession of the Consultant and in which the NWSA has or may acquire an interest.

- iv. Within sixty (60) calendar days of receipt of the notice of Termination for Convenience, the Consultant shall submit to the NWSA a Termination Settlement Proposal. The Termination Settlement Proposal shall include:
1. Request for Direct Labor Costs and Indirect Costs for services satisfactorily performed to the date of termination.
  2. As allowed by the Agreement, Actual and reasonable Other Direct Costs incurred before the termination.
  3. Documentation supporting all costs identified in the Termination Settlement Proposal; and
  4. A statement certifying, under penalty of perjury, that the Termination Settlement Proposal is made in good faith, the Termination Settlement Proposal and supporting data are true and accurate to the best of the Consultant's knowledge and belief, the Termination Settlement Proposal is fully supported by the accompanying data, and the amount requested accurately reflects the amount for which the Consultant believes the NWSA is responsible.
- v. Termination settlement costs and proposals are subject to audit verification by the NWSA.
- vi. Upon termination, the NWSA may take over the work and prosecute the same to completion by agreement with another party or otherwise.

#### 15. **Disputes**

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The

NWSA reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to this Agreement may be consolidated and resolved in one forum.

#### 16. **Venue & Governing Law**

Venue for any litigation shall be the Pierce County Superior Court of the State of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney(s) fees. This Agreement shall be interpreted under the laws of the State of Washington.

#### 17. **Integration and Merger/ Extent of Agreement**

a. This Agreement represents the entire and integrated understanding between the NWSA and Consultant, supersedes any previous written or oral representations and may be amended only by written instrument signed by both the NWSA and Consultant. No verbal agreement or conversation between any officer, agent, associate or employee of NWSA and any officer, agency, employee or associate of consultant prior to or following the execution of this Agreement shall affect or modify any of the terms or obligations contained in this Agreement.

b. Authority to sign. Every signer of this Agreement warrants that they have the authority to enter into this Agreement and to bind the entity for which they represent.

#### 18. **Non-Discrimination**

a. Nondiscrimination in Employment and Provision of Services: During performance of this Agreement, the Consultant and all parties subcontracting under the authority of this Agreement agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

b. Equal Employment Opportunity Efforts: The Consultant and all parties subcontracting under the authority of this Agreement agree to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

c. The Consultant and all parties subcontracting under the authority of this Agreement shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit discrimination.

**19. Indemnity / Hold Harmless Clause**

a. The Consultant shall indemnify, defend and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and its officers, managing members, employees and agents from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees and costs, arising out of the negligence, recklessness, or intentional wrongdoing of Consultant or its officers, employees, subcontractors, or agents; or arising out of a failure to comply with any applicable state, federal, local, law, statute, rule, regulation or act by the Consultant or its officers, employees, subcontractors, or agent's provided, however, that for any defense obligation related to a claim for which Contractor has insurance coverage under a professional liability policy, such obligation shall be limited to reimbursement by the Consultant for expenses incurred by the Port of Tacoma or the Northwest Seaport Alliance.

b. This duty to indemnify, defend and hold harmless shall not apply to claims which arise solely out of negligence on the part of the Port of Tacoma and the Northwest Seaport Alliance, and this duty shall survive the termination or expiration of this Agreement.

c. Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the Port and the Northwest Seaport Alliance and, solely for the purpose of this indemnification and defense, Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Consultant's indemnity obligations shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under the Worker Compensation Acts, Disability Benefit Acts, or other employee benefit acts. Consultant recognizes that this waiver was the subject of mutual negotiation.

d. Consultant shall indemnify and hold the Port of Tacoma and Northwest Seaport Alliance harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network

breach, penetration, compromise, or loss of IT systems control.

e. The provisions of this Section 19 shall survive the expiration or termination of this Agreement.

**20. General Insurance Requirements**

The Consultant shall procure and maintain during the life of this Agreement such insurance as shall protect it from claims or damages for, IT Professional or Cyber Liability, bodily injury, including death resulting therefrom as well as from claims for property damage, and cyber-related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control, which may arise from operations under this Agreement, whether such operations be by itself, its agents, or by anyone directly or indirectly employed by either of them, and shall comply with any such Project specific insurance requirements as determined by the NWSA.

**21. Miscellaneous Provisions**

a. Remedies Cumulative: Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity.

b. Captions: All titles, including sections or subsections, are for convenience only and do not define or limit the contents.

c. Severability: Any term or provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Agreement.

d. Waiver: No covenant, term, or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither the acceptance by NWSA of any performance by consultant after the time the same shall have become due nor payment to consultant for any portion of the Services shall constitute a waiver by NWSA of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by NWSA, in writing. NWSA's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or NWSA's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

e. Negotiated Agreement: The Parties acknowledge that this is a negotiated Agreement, that they have had the opportunity to have this Agreement reviewed

by respective legal counsel, and that terms and conditions are not construed against any Party on the basis of such Party's draftsmanship thereof.

f. No Personal Liability: No officer, agent or authorized employee of either NWSA or Consultant shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Agreement.

## 22. Key Personnel

The Consultant's key personnel, as described in the Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the NWSA.

## 23. Insurance - Assumption of Risk

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

b. Consultant shall submit to the Northwest Seaport Alliance, prior to the commencement of services, certificates of insurance evidencing:

i. Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. Coverage will include: Products and Completed Operations,

Contractual Liability and Personal & Advertising Injury; and

ii. Automobile Liability covering owned, non-owned and hired vehicles of \$2,000,000 combined single limit per accident; and

iii. Professional Liability including environmental consulting services of not less than \$2,000,000 per claim and in the aggregate. If the scope of Professional Services includes environmental testing, consulting or other such professional services, the Consultant's Professional Liability policy shall include coverage for these services. If such coverage is written on a claims-made basis, any retroactive date on the policy shall be prior to the start of this contract. Coverage shall remain in effect for the term of this Agreement plus three years. Certificates of Insurance citing the contract and project number shall be provided to the Northwest Seaport Alliance on an annual basis for each of the three years.

iv. Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.

v. Stop Gap/Employers Liability Insurance shall be provided with a limit of not less than \$2,000,000 per claim.

vi. Protection and Indemnity Insurance/Jones Act: \$1,000,000 limits shall be provided covering all vessels and crew.

vii. Maritime Employers Liability: \$1,000,000 limits shall be provided covering all divers.

c. All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VIII or better. The Consultant shall be responsible for notifying the NWSA in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. Except for professional liability, the Port of Tacoma and the Northwest Seaport Alliance shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Except for Workers Compensation and Professional Liability, waivers of subrogation shall be provided by endorsement to all policies.

d. Consultant is responsible for complying with the Washington State laws that pertain to industrial insurance (RCW 51). Consultant shall submit a current employer liability certificate as issued by the Washington Department of Labor and Industries that shows the status of Consultant's worker compensation account prior to contract execution, including those Consultants who are qualified self-insurers with the state. Consultant bears the responsibility to ensure that any out-of-state (non-Washington) employees and subconsultants have appropriate workers compensation coverage while working for the Port in Washington State. Consultant may be exempt from state worker compensation insurance requirements (RCW 51.12.020) such as if Consultant is a sole proprietor.

e. Certain Services under this Agreement may require United States Longshoremen's and Harbor Worker's Act (USL&H) and Jones Act. The Consultant shall be solely responsible for determining the applicability of USL&H and Jones Act coverage. The failure of the Consultant to procure either USL&H or Jones Act coverage shall at no time create liability on the part of the NWSA. The Consultant shall bear all responsibility and shall indemnify and hold harmless the Port for any and all liability, cost and/or damages.

#### 24. **Payment Schedule**

- a. Consultant shall submit detailed numbered invoices in accordance with the Agreement by the 10th of the month. After a complete and correct invoice has been received by the NWSA, payment will be made within thirty (30) days.
- b. Consultant shall submit detailed invoices showing the following:
- i. Invoice Number, Contract number, Title, Invoice Period.
  - ii. Summary page with a brief description of Services completed during the invoice period, deliverables provided during the invoice period, and forthcoming milestones / deliverables.
  - iii. Further, provide a summary breakdown of all projects with the amount of the overall invoice to be charged to each project.
  - iv. Current Amount Due, with a Time and Materials Breakdown: titles, hours, hourly rates, and all expenses itemized, with backup, in accordance with the Contract.
  - v. Total amount of the Contract, and balance of Contract amount.

Indicate "Final Invoice" when invoice is the final billing.

#### 25. **Compensation**

- a. Consultant expenses will be reimbursed at cost with the exception of:
- i. Subconsultant services will be reimbursed at cost plus negotiated markup.
  - ii. Services provided by a third party will be reimbursed at cost plus negotiated markup.
- b. Costs marked up by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall the mark up at any tier exceed the negotiated percentage.
- c. Reimbursable expenses by a sub-tier shall be passed through to higher tiers as a direct cost. In no case shall markup be applied to reimbursable expenses at any level.
- d. Rates: Rates are fully burdened and will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written amendment.
- i. Rates may be negotiated no more than once annually. Rate adjustments will be tied to the CPI for the Seattle, Tacoma/Bremerton area.
- e. Rates and Markup: are defined in the attached Rate Sheet and made a part of this contract.

#### 26. **Deliverables**

All tangible materials produced as a result of this Agreement shall be prepared as specified by the NWSA's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer files used in the creation of the tangible product in a PDF format or other format specified by the NWSA.

#### 27. **Drawing, Specification and GIS**

- a. Consultant shall prepare specifications using BSD Speclink-E, Masterformat specification organization, latest edition.
- b. Consultant shall prepare specifications in accordance the NWSA's Specification Standards available at <https://www.portoftacoma.com/business/contracting/forms> and from the NWSA Project Manager. The NWSA's Master format specifications are available at <https://www.portoftacoma.com/business/contracting/forms>.
- c. All site plans, derivative drawings, record drawings, and bid plans shall be completed using NWSA GIS and CADD standards and layer/block protocols available at <https://www.portoftacoma.com/business/contracting/forms> and from the NWSA Project Manager.

**28. Security – Transportation Worker Identification Credential (TWIC)**

a. The Services may require the consultant to work within a secured/restricted TWIC regulated terminal.

b. TWIC is a credentialing program managed by the Department of Homeland Security (DHS), through the United States Coast Guard and the Transportation Security Administration. All credentialed merchant mariners and individuals who will need unescorted access to secure areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC visit <https://www.tsa.gov/for-industry/twic>.

c. The Consultant shall have a minimum of one TWIC compliant employee trained as an escort for every five workers not possessing TWIC cards working on a secured or restricted site. Each escort will be required to receive Terminal Operator provided escort training.

**29. Existing Hazardous Material Information**

The NWSA shall furnish the Consultant with the information as required by the Hazard Communication standard for materials pre-existing on the Project. The Consultant is solely responsible for ensuring that this information is made available to the Consultant’s personnel, subconsultants, and that relevant information is incorporated into work products including, but not limited to, reports, specifications, and contract documents.

**30. Extent of Agreement**

a. In the event the Consultant identifies something that may impact the Services, Project schedule, total price, task budget(s) or cost of performing the Services, the Consultant shall inform the Project Manager in writing prior to exceeding the task budget(s) and within seven (7) calendar days of the event and possible impacts to scope, schedule and cost or task budget.

b. The Project Manager may, at any time, by written directive require the Consultant to perform the Services consistent with the Agreement; provided that this directive does not add scope or cost to the project.

c. Any directive shall not constitute an amendment to the Agreement nor entitle the Consultant to any additional compensation or a time adjustment.

**31. Prevailing Wages**

a. The Consultant shall ensure that all Subcontractors of any tier pay all prevailing wages and other wages (such as Davis-Bacon Act wages) applicable to the Project.

b. Pursuant to RCW 39.12, “Prevailing Wages on Public Works,” no worker, laborer, or mechanic employed in the

performance of any part of the Work shall be paid less than the “prevailing rate of wage” in effect as of the date that bids are due.

c. The applicable effective date for prevailing wages for this project is the execution date of this Amendment.

d. The State of Washington prevailing wage rates applicable for this public works project, which is located in Pierce County, may be found at the following website address of the Department of Labor and Industries:

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

e. The schedule of the prevailing wage rates is made a part of the Contract Documents by reference as though fully set forth herein; and a copy of the applicable prevailing wage rates are also available for viewing at the Port of Tacoma Administration Building, located at One Sitcum Plaza, Tacoma, WA 98421 (253-383-5841). Upon request to the Procurement Department at [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com), the NWSA will email or mail a hard copy of the applicable Journey Level prevailing wages for this project.

f. Questions relating to prevailing wage data should be addressed to the Industrial Statistician.

Mailing Address:

Department of Labor and Industries  
Prevailing Wage Office  
PO Box 44540, Olympia, WA 98504  
Telephone: (360) 902-5335  
Facsimile: (360) 902-5300

g. If there is any discrepancy between the attached or provided schedule of prevailing wage rates and the published rates applicable under WAC 296-127-011, or if no schedule is attached, the applicable published rates shall apply with no increase in the Contract Sum. It is the Contractor’s responsibility to ensure that the correct prevailing wage rates are paid.

h. Prior to any payment being made by the NWSA under this Contract, the Contractor, and each Subcontractor of any tier, shall file a Statement of Intent to Pay Prevailing Wages under oath with the NWSA and certified by the Director of Labor and Industries. The statement shall include the hourly wage rate to be paid to each classification of workers entitled to prevailing wages, which shall not be less than the prevailing rate of wage, and the estimated number of workers in each classification employed on the Project by the Contractor or a Subcontractor of any tier, as well as the Contractor’s contractor registration number



and other information required by the Director of Labor and Industries. The statement, and any supplemental statements, shall be filed in accordance with the requirements of the Department of Labor and Industries. No progress payment shall be made until the NWSA receives such certified statement.

i. The Contractor shall post in a location readily visible to workers at the Project site (1) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (2) the address and telephone number of the Industrial Statistician of the Department of Labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.

j. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Act wage rate) for the same labor classification, the higher of the two shall govern.

k. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.

l. The Contractor shall defend (at the Contractor's sole cost, with legal counsel approved by NWSA), indemnify and hold the NWSA harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance"), including but not limited to RCW 51.12.050.

**32. On-Call Definitions Supplementary Conditions (As Applicable)**

a. Task Order: The document that memorializes agreement between the Consultant and the NWSA, in accordance with the terms of the On-Call Contract. Task Orders are executed for defined Services under the On-Call Contract.

b. Contract Owner: NWSA staff member responsible for managing the On-Call Contract and executing all Task Orders.

c. Project Manager: NWSA staff member responsible for managing a specific Task Order.

d. Consultant Representative: The Consultant staff member(s) delegated the authority to provide signature approval for Task Orders under the On-Call Contract.

e. Task Order Proposals:

i. The Project Manager will request consultant to provide a fee proposal for the Services requested by the NWSA.

ii. The NWSA will not pay for time or materials associated with development of fee proposals, unless such costs are approved by the Project Manager and Contract Owner in advance.

iii. Task Order proposals shall be signed and submitted by the Consultant Representative to the NWSA's Project Manager in writing. Proposals shall include one of the following:

1. Time and Materials Proposal

- a. Description of Task Order scope and deliverables.
- b. Consultant's Personnel Titles and Rates as negotiated.
- c. Hours per person per task.
- d. Sub-tier consultant scope and deliverables (when applicable).
- e. Anticipated reimbursable costs.
- f. Total proposal with Not to Exceed dollar amount.

f. Task Order Execution:

Executed Task Orders will be issued by the Contract Owner to the Consultant.

g. Task Order Revision:

i. Revisions include when the Consultant becomes aware of the potential to exceed the executed amount or when changes are requested by the Project Manager.

ii. Consultant shall provide a revised proposal detailing all revisions per 2A and B above. Consultant shall not proceed with changed work

until a revised Task Order is executed by the Contract Owner.

h. Payment Schedule:

- i. Each Task Order shall be invoiced separately. Consultant shall submit detailed invoices showing the following:
- ii. Invoice Number, Contract number, Title, Task Order Number and Title.
- iii. Summary page with a brief description of Services completed during the invoice period, deliverables provided during the invoice period, and forthcoming milestones / deliverables.
- iv. Current Amount Due:
- v. For Lump Sum Task Orders: Percentage of Services complete, percentage of completed Services billed.
  1. For Time and Materials Task Orders: titles, hours,

hourly rates, and all expenses itemized, with backup, in accordance with the contract.

vi. Total amount of the Task Order, and balance of Task Order amount.

vii. Indicate "**Final Invoice**" when invoice is the final billing for that Task Order.

i. Task Order Closure:

When the Services have been completed and final invoice processed by the NWSA, the Contract Owner will issue a Task Order Completion Notification to the Consultant Representative.

j. Task Order Termination:

The NWSA may terminate the Task Order at its convenience with or without cause. In such case, the Consultant shall be paid for all Services performed and reasonable expenses properly incurred in connection with the termination.

**Attachment C**  
**SAMPLE RATE SHEET**

**Consultant**

**PUGET SOUND MARITIME EMISSIONS INVENTORY DEVELOPMENT  
(2022)**

**PSA No. 071725**

<b>Consultant Personnel/Title Team must include a PE</b>	<b>Completed Related Projects and Years of Experience</b>	<b>Cost* (Hourly Rate)</b>
Sr. Consultant 1		\$
Consultant 2		\$
Consultant 1		\$
Project 2		\$
Project 1		\$
Staff 2		\$
Staff 1		\$

\*Costs are fixed, fully burdened

<b>Sub-Consultant Personnel/Title Team must include a PE</b>	<b>Completed Related Projects and Years of Experience</b>	<b>Cost* (Hourly Rate)</b>
Sr. Consultant 1		\$
Consultant 2		\$
Consultant 1		\$
Project 2		\$
Project 1		\$
Staff 2		\$
Staff 1		\$

\*Costs are fixed, fully burdened