



**THE NORTHWEST
SEAPORT ALLIANCE**

SEATTLE + TACOMA

**NWSA
REQUEST FOR PROPOSALS
NO. 052026-1032**

**REVIEW AND RECOMMENDATIONS- NON-
FINANCIAL INCENTIVES TO SUPPORT ZE
DRAYAGE DEPLOYMENTS**

Issued by
Northwest Seaport Alliance
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RFP INFORMATION

Contact:	Shawn Seaks, Procurement Analyst
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Phone:	(253) 593.4539
Submittal Date	06/19/2026
Questions Due Date	06/05/2026

**SUBMIT ALL QUESTIONS AND PROPOSALS VIA THE PROCUREMENT PORTAL.
(LINK LOCATED ON THE LEFT SIDE OF THE PROCUREMENT WEB PAGE)**

Northwest Seaport Alliance NWSA
Request for Proposals (RFP) 052026-1032

Review and Recommendations- Non-Financial Incentives to support ZE Drayage Deployments

A. PURPOSE

The NWSA is soliciting proposals from interested, qualified firms/teams to evaluate, design, and recommend non-financial and operational incentives that the NWSA can deploy or influence to accelerate adoption and use of zero-emission (ZE) drayage trucks, with particular attention to operational feasibility and effectiveness. The NWSA anticipates awarding one contract. The resulting contract will be for one (1) year with a potential funding extension up to a total of two (2) years.

Interlocal Cooperation Act-RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the NWSA, those agencies are eligible to purchase from Contracts established by the NWSA. Such agencies may ask NWSA Contractors to accept orders from the agency, citing the NWSA contract as the basis for the order. The Contractor may accept or decline such orders. If the Contractor accepts an order from another public agency using the NWSA contract as the basis, the Contractor agrees to sell additional items at the contract prices, terms, and conditions. The NWSA accepts no responsibility for the payment of the purchase price by other governmental agencies.

B. BACKGROUND

Formed in 2015, the NWSA is the cargo operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the seventh-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. NWSA activities support more than 52,000 jobs and nearly \$14B in business output. To learn more about the NWSA, visit www.nwseaportalliance.com.

In April 2021 the Managing Members unanimously adopted the [2020 Northwest Ports Clean Air Strategy](#), which sets the vision of phasing out emissions from all seaport activities by 2050 or sooner. This includes emissions from the approximately 5,000 on-road, Class 8 drayage trucks that provide cargo-hauling services at our terminals in Seattle and Tacoma. According to the recently updated Puget Sound Maritime Emissions Inventory (PSEI), these trucks account for approximately six percent of the Diesel Particulate Matter (DPM) emissions and 33 percent of the greenhouse gas (GHG) emissions across NWSA operations that we are seeking to eliminate.

In addition, in January 2026 the Managing Members unanimously adopted the 2026-2030 NWSA Clean Air Implementation Plan, with actionable milestones across all port activity sectors to advance the long-term vision of zero emissions by 2050. Under the Drayage

Trucks sector, the NWSA aims to support the deployment of at least 100 ZE drayage trucks in our gateway by 2030, supported by the Washington Zero-Emission Incentive Program (WAZIP) and the NWSA's ZE Drayage Incentive Program (ZEDIP). The first deployment of ZE drayage trucks and a ZE truck charging hub, funded by the Climate Commitment Act (CCA) under the NWSA ZEDIP, is under development and expected to be operational at the start of 2027.

The NWSA understands that the transition to zero-emission drayage trucks in our gateway will be as challenging as it is necessary. Zero-emission trucks are in production and use but are significantly more expensive than diesel trucks – especially the second- or third-hand diesel trucks that many NWSA drayage service providers currently operate. In addition, a large percentage of NWSA's drayage service-providers are small companies – independent owner-operators or companies that own 10 or fewer trucks – which are highly sensitive to significant changes to the cost and convenience of doing business. Recognizing the challenges of the transition to zero-emission drayage trucking, the NWSA seeks to facilitate a just and equitable strategy rooted in the best available data, multistakeholder collaboration, and lessons from efforts around the country. To address these challenges, the NWSA participated in the Puget Sound Zero Emission Truck Collaborative which published the Decarbonizing Drayage Roadmap in 2025. The Roadmap summarizes key issues with the zero-emission transition surfaced during engagement with the drayage trucking community and near-port communities. The Roadmap also offers over 75 detailed recommendations and several priority near-term actions that will be critical to set the zero-emission transition into motion. The full Roadmap is available as Attachment D.

To support these initial deployments, the NWSA seeks to assess opportunities to implement non-financial incentives for ZE drayage trucks in the NWSA gateway. Examples may include preferential access measures such as priority appointments, designated ZEV lanes at marine terminals, extended ZEV gate hours, or other operational, policy, or procedural incentives. The NWSA seeks a qualified firm to assess potential strategies, provide recommendations, and develop an action plan to implement recommended strategies.

To learn more about The Northwest Seaport Alliance and the Northwest Ports Clean Air Strategy, visit www.nwseaportalliance.com.

The NWSA's Standard Terms and Conditions are included in Attachment B to this RFP. By submitting a proposal, the Proposer represents that it has carefully read and agrees to be bound by the NWSA's Standard Terms and Conditions. Identify during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the NWSA's best interests to adopt the alternative language.

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

Proposers submit proposals understanding all contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The NWSA reserves the right to negotiate changes to submitted proposals and to change the NWSA's otherwise mandatory Contract form during negotiations. If the Proposer is awarded a contract and refuses to sign the attached Contract form, the NWSA may reject the Proposer from this and future solicitations for the same work. Under no circumstances shall Proposer submit its own boilerplate of terms and conditions.

C. SCOPE OF SERVICES

The selected firm/team will provide a review, recommendations and action plan for non-financial, operational incentives for ZE drayage truck deployments in the NWSA gateway in the near-term.

Specific tasks include the following:

- Task 1: Project management and coordination throughout the duration of the contract. This task includes initiating the project, confirming scope and schedule, coordinating with NWSA staff, and ensuring timely completion of all deliverables.
- Task 2: Baseline Review and Context Assessment - review and document the NWSA's existing conditions and constraints relevant to ZE drayage implementation, including operational, regulatory, and policy considerations. This task shall include a review of current NWSA programs, terminal operations, truck access policies, tariff or lease frameworks, and applicable local, state, and federal regulations.
- Task 3: Stakeholder Engagement and Needs Assessment - engage relevant internal and external stakeholders (NWSA Operations and Commercial teams, drayage fleets, terminal operators, BCOs) to identify operational barriers and non-financial incentives that could meaningfully influence ZE drayage adoption. The Consultant shall assess impacts on small fleets and independent owner-operators and identify equity considerations.
- Task 4: Peer Review and Best Practices Assessment - conduct a structured review of non-financial and operational ZE incentive approaches implemented or piloted by other ports or freight facilities. The review shall focus on incentives within port authority or operational influence and assess observed outcomes, feasibility, and implementation considerations.
- Task 5: Identification of Incentive Options - Based on Tasks 2–4, develop a comprehensive list of feasible non-financial and operational incentive options for ZE drayage trucks entering the NWSA gateway. Incentives may address

operations, access, administrative processes, policy mechanisms, or information and certainty improvements.

- Task 6: Evaluation and Prioritization of Incentives - The Consultant shall evaluate identified incentives using criteria approved by the NWSA, such as operational feasibility, equity implications, cost and staffing requirements, and risk. The Consultant shall prioritize incentives into near-term, medium-term, and longer-term opportunities.
- Task 7: Implementation Roadmap and Pilot Concepts - For prioritized incentives, the Consultant shall identify implementation requirements, including governance considerations, partner roles, policy modifications, data and technology needs, and operational impacts. The Consultant shall identify opportunities for pilot programs and partners where appropriate.
- Task 8: Performance Metrics and Monitoring Framework - recommend performance metrics and monitoring approaches to evaluate the effectiveness of non-financial and operational incentives over time.

C. QUALIFICATIONS

The successful firm/team will have the following qualifications:

- Demonstrated success in designing and managing projects, plans, and programs that deliver equitable outcomes, especially in highly impacted, historically overburdened communities;
- Demonstrated research and technical analysis skills, preferably related to transportation decarbonization in general and heavy-duty vehicles/goods movement in particular;
- Demonstrated freight and logistics stakeholder engagement experience; and
- Demonstrated capacity to develop, design, and produce clear, readable, public-facing strategy documents

D. DELIVERABLES:

Deliverable	Target Date
Project management plan and refined work schedule (Task 1)	July 2026
Baseline Review Report: Summary of NWSA goals and ZE transition context; operational and policy constraints applicable to incentives; key assumptions and limiting factors (Task 2)	September 2026
Stakeholder Engagement Summary: Summary of stakeholder input, equity and small-operator impacts, and identified barriers (Task 3)	November 2026
Best Practices Report: Produce a report summarizing peer review and best practices. Include a comparative matrix of incentive types, applicability, and implementation considerations (Task 4)	December 2026
Incentive Options Overview: Comprehensive list of incentive concepts applicable to the NWSA. Preliminary screening of incentives based on feasibility and NWSA authority/level of influence (Task 5)	February 2027
Incentive evaluation framework and scoring matrix: Prioritized short-list of recommended incentives. Include summary of risks and mitigation strategies (Task 6)	March 2027
Implementation roadmap for recommended incentives (Task 7)	April 2027
Performance measurement framework, including recommended KPIs. Proposed monitoring and reporting approach (Task 8)	April 2027

E. PROPOSAL ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing Vendor (to include the prime, key team members and major sub-consultants) and the team's ability to meet the requirements and provide the requested services of this RFP. Emphasis will be on completeness of content. The written proposals should be prepared in the same sequential order of proposal criteria as outlined below.

Proposals are limited to 10 numbered pages (8 ½ by 11 inch) **excluding** the cover letter, compensation information and all appendices. All pages shall be in portrait orientation with 1-inch (1”) margins. Font size shall be 10 point or larger. Proposals that do not follow this format may be rejected. Submittals need to be limited to **9 MB** in total size.

The cover letter shall include the RFP Number & Title in the subject line, the Name, Title, Email Address, Phone Number and current Address of the submitting team’s main contact and include the following information (**even if the answer is none**):

- Describe any **claim** submitted by any client against the prime firm within the past two (2) years related to the professional 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 interest 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.....30 PTS

Identify the proposed team (to include working titles, degrees, certificates, and licenses), demonstrate the team’s experience in performing the requested services and describe how the team meets or exceeds the required qualifications.

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 Port 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 engaging and including historically underrepresented perspectives in project outcomes, performing work of similar scope and complexity, and meeting the qualifications detailed earlier.
- Include a list of recent contracts/projects in the last five years, to include a point of contact, contact information (phone and email), 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 key members of the project team will be considered.

2. Project Approach Narrative.....30 PTS

Proposals should 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. Include a summary of innovative ideas and suggestions for enhancing

the scope of services to ensure stakeholder input is incorporated into final decisions.

- **Schedule:** Outline the team's experience providing ((on-call/task order type services *or* completing the requested services within the stated schedule)) and describe how the team is able to respond to the Port's request for services.
- **Coordination & Communication:** Provide a plan for communications and coordination between the project team, the Port's project manager and the various stakeholders. Include considerations such as language access and interpretation needs, as well as compensation or other incentives to facilitate ongoing Collaborative engagement.
- What risks that are beyond your control do you see in providing this service and how would you mitigate them?

3. Communications.....15 PTS

The NWSA will evaluate the team's ability to represent the NWSA, orally and in writing, to provide clear, concise, and accurate communications on NWSA property requirements.

- Provide two relevant sample documents showcasing your ability to both effectively communicate to external parties on the NWSA's behalf, and effectively communicate to NWSA representatives. (The sample documents shall be included in the appendix.)
 - Samples of external communications should be examples of the team's ability to write clear, concise, and accurate testimony, letters, public comments, briefing papers, or other federal communications.
 - Samples of communications to NWSA representatives should be examples of documents or updates provided to a client to keep them informed on the progress of their property searches.

4. Compensation.....25 PTS

Present detailed information on the firm's proposed fee structure for all resources for the services proposed.

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

All rates quoted shall be:

- a) Fixed, fully burdened, including, but not limited to, per diem, administrative overhead, language access needs, stakeholder compensation, travel, lodging, and transportation (all direct/indirect expenses included);**
- b) Quoted in US Dollars;
- c) Full cost inclusive of sales tax and other government fees, taxes and charges; and

- d) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

NOTE: The NWSA reserves the right to award a contract from the initial evaluation phase. If this right is not exercised, the NWSA will interview at least the top two (2) ranked firms and score the references and interviews as indicated below in the final evaluation phase.

FINAL EVALUATION PHASE (if applicable)

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

If an award is not made based on the written evaluations alone, interviews may be conducted with at least the top two (2) ranked proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. Travel costs will not be reimbursed for the interview.

- 6. References** (as requested by the NWSA).....50 PTS

If an award is not made based on the written evaluations and interviews, reference checks may be performed on the selected firm. 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.

LIST OF ATTACHMENTS:

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING (ATTACHED TO RFP)

ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS (ATTACHED TO RFP)

ATTACHMENT C – COST BREAKDOWN-OFFER TEMPLATE (SEPARATE ATTACHMENT)

ATTACHMENT D – DECARBONIZING DRAYAGE ROADMAP TO 2050

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

This is the procurement schedule for this RFP. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the NWSA.

Issuance of RFP	05/22/2026
*Last Day To Submit Questions	06/05/2026
*Proposal packets due	06/19/2026
Review/Shortlist	06/29/2026
Oral Presentations (if required)	07/06-10 2026
*Best and Final (if required)	07/14/2026
*Final Selection	07/16/2026
*Execute Contract	07/24/2026

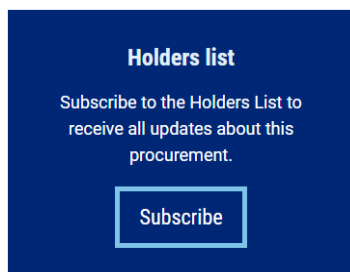
*Dates are tentative and may be subject to change.

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

VENDOR OBLIGATION

The Northwest Seaport Alliance (**NWSA**) and Port of Tacoma's (**PORT**) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the following websites, www.portoftacoma.com (**PORT**) under 'Business -> Contracting -> Procurement' or <https://www.nwseaportalliance.com/> (**NWSA**) under 'Resources -> 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.

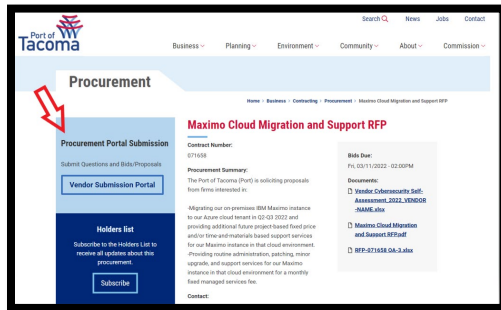
***Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.**

COMMUNICATION / INQUIRES

All communications is to be sent through Shawn Seaks, the Procurement Analyst.

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 on the solicitation. 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 RFQ.

Procurement Submission Portal Instructions:

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

Full instructions on how to utilize the submission portal can be found on the NWSA's Procurement website.

Please submit PROPOSAL, including all separate attachments and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to **9 MB in total size**.

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.

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 RFQ, 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 RFQ 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's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the NWSA within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific

factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com.

Consideration. Upon receipt of the written protest, the NWSA will consider the protest. The NWSA may, within three (3) business days of the NWSA's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the NWSA, the Contracts Director of the NWSA 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's receipt of the protest. (If more than one (1) protest is filed, the NWSA's decision will be provided within three (3), but no more than six (6) business days of the NWSA's 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 Port of Tacoma encourages participation in all 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 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 A
NWSA Terms and Conditions
Personal Services Agreement

In consideration of the mutual covenants, obligations, and compensation to be paid by the NWSA to Consultant, it is agreed that:

1. Key Personnel

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

2. Relationship of the Parties

Consultant and its subconsultants and their employees, are independent contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee nor of principal and agent.

3. Conflicts of Interest

Consultant warrants that it has no direct nor 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 nor other consideration contingent upon the execution of this Agreement.

4. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the Project, including building codes and permitting regulations existing at the time this Agreement is executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. Consultant shall obtain all professional licenses and permits required to complete the Services.

5. Records and other Tangibles

- a) 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.
- b) 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 (Current Version at time of execution). 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.

- c) 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 IP

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 responsible 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. Use of the Instruments of Service for promotional purposes shall require the NWSA's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the NWSA.

7. Disclosure

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

8. Compensation

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.

9. Payment Schedule

Consultant shall submit detailed numbered invoices monthly 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 by the 10th of the following month to be paid by the end of the 30th, unless other terms are agreed to by the parties.

10. Costs and Disbursements

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

11. Insurance - Assumption of Risk

- a) As a further consideration in determining compensation amounts, Consultant shall procure and maintain, during the term of this Agreement, such commercial general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing the Services from claims for damages from bodily injury, including death, resulting there from 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 under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.
- b) The Consultant and its subconsultants shall indemnify, defend (the defense obligation shall not apply to professional liability claims), and hold harmless the NWSA of Tacoma and the Northwest Seaport Alliance and their respective appointed and elective officers and employees ("Indemnified Parties") from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on the Indemnified Parties arising from the negligent acts, errors, or omissions by the Consultant in the performance of the Services.
- d) Consultant shall indemnify and hold the NWSA 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.

12. Standard of Care

Consultant shall perform the Services to conform to any applicable generally accepted professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such the Services.

13. Time

Time is of the essence in the performance of the Services.

14. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the NWSA.

15. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the NWSA for cause when the NWSA deems continuation to be detrimental to its interests or for failure of the Consultant to perform the Services. The NWSA may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination.

16. 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 the Project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington.

17. Extent of Agreement

This Agreement represents the entire and integrated understanding between the NWSA and Consultant and may be amended only by written instrument signed by both the NWSA and Consultant.

18. Order of Precedence

For the avoidance of doubt, in the event there are Exhibits to this Agreement, the Terms & Conditions of this Agreement shall supersede and control over the Exhibits.