



**THE PORT OF TACOMA &
THE NORTHWEST SEAPORT ALLIANCE
(PORT ENTITIES)
REQUEST FOR PROPOSALS (RFP)
NO. 072026-1047
DATA CONSOLIDATION
AND REPORTING SERVICES**

Issued by
The Port Entities
One Sitcum Plaza
P.O. Box 1837
Tacoma, WA 98401-1837

RFP INFORMATION	
Contact:	Michelle Walker, Contracts & Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	253-888-4744
Submittal Date	10/02/2026
Questions Due Date	9/11/2026

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

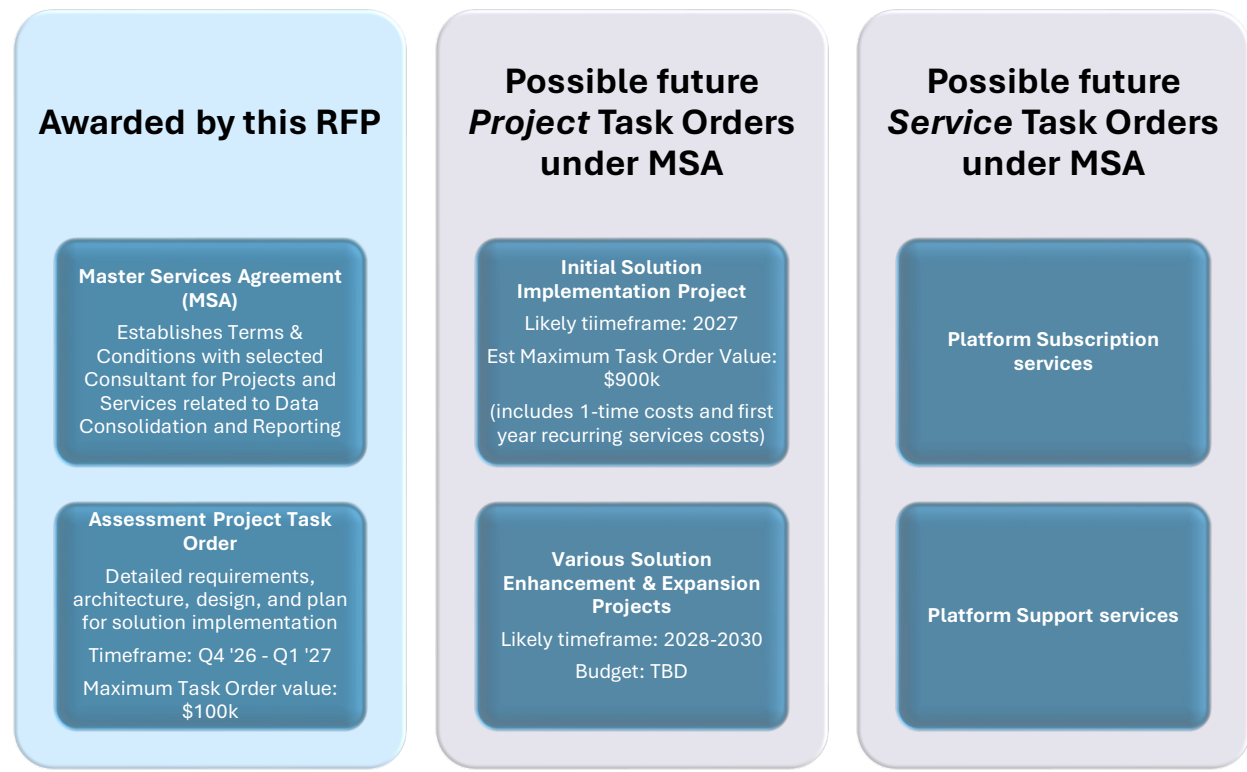
Port Entities
Request for Proposals (RFP) 072026-1047
Data Consolidation and Reporting Services

A. PURPOSE

The Port of Tacoma and The Northwest Seaport Alliance (**Port Entities**) are soliciting proposals from Consultants interested in providing Data Consolidation and Reporting services. Port Entities anticipate awarding one (1) non-exclusive Master Services Agreement (**MSA**) to the selected Consultant. The period of performance of the agreement is five (5) years from the execution of the agreement, with options for renewal at the sole discretion of the Port Entities for a possible total of ten (10) years. Task Orders (**TO**) shall be issued using this MSA for defined scopes of work and subscription services related to Data Consolidation and Reporting. Projects and Purchase Orders issued under this MSA shall be individually authorized in accordance with the Port Entities Master Policy Delegation of Authority.

How this procurement shall work:

This RFP shall award a non-exclusive MSA to a Consultant for providing services related to Data Consolidation and Reporting and shall also award the first Task Order under this MSA for an Assessment project. Future Task Orders may be awarded for solution implementation, enhancement, expansion, services, and support but future work is not guaranteed.



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 Port Entities, those agencies are eligible to purchase from Contracts established by the Port Entities. Such agencies may ask Port Entities' Consultant to accept orders from the agency, citing the Port Entities' contract as the basis for the order. The Consultant may accept or decline such orders. If the Consultant accepts an order from another public agency using the Port Entities' contract as the basis, the Consultant agrees to sell additional items at the contract prices, terms, and conditions. The Port Entities accept no responsibility for the payment of the purchase price by other governmental agencies.

Grant Requirements: The Port Entities may apply for federal and/or state funding or other rebate alternatives. All work must be performed in accordance with associated grant requirements. Therefore, the various Project Task Orders and Purchase Orders issued under this MSA may be subject to the Terms and Conditions of each grant. There are no grant requirements anticipated for the initial Assessment Project Task Order.

B. BACKGROUND

Created by Pierce County citizens in 1918, the Port of Tacoma (**PORT**) is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. To learn more about the PORT, visit www.portoftacoma.com.

Formed in 2015, The Northwest Seaport Alliance (**NWSA**) is a marine cargo operating partnership of the ports of Tacoma and Seattle. NWSA is the fourth-largest container gateway in North America. To learn more about the NWSA, visit www.nwseaportalliance.com.

Our NWSA Port Community System (**PCS**) has the following goals:

- Building out stakeholder listening systems
Implementing outreach forums and platforms to seek stakeholder feedback from trucking community, terminals, and more.
- Cultivating data-informed approaches that drive strategic goals
Cultivating enhanced data and building dashboards to benefit internal teams and published on the nwseaportalliance.com site for the larger community.
- Enhancing current PCS Capabilities
Making PCS digital capabilities more accessible and user friendly by refreshing and expanding the most utilized parts of our website.

The Port Entities collect data from a variety of sources and produce information in the form of reports and dashboards with key performance metrics to monitor and improve gateway performance, support planning, assist in pursuing grant opportunities, provide visibility for the greater port community, and be a single source of truth for gateway data.

The NWSA has five international container terminals that are operated by independent Marine Terminal Operator (**MTO**) tenants. Today, terminal operating data for these

international container terminals is provided to the Port Entities via a variety of semi-automated and manual methods. Port Entities desire an approach for collecting this data in a more reliable, predictable, and accurate way, directly from the source systems used by our stakeholders (such as the Terminal Operating Systems of our MTOs).

The Data Consolidation and Reporting platform shall provide the mechanism for collecting the information in standardized formats using automated methods, then aggregate the data and provide operational reporting and dashboards that can be used by the Port Entities and stakeholders.

The Port Entities have included high-level requirements for the desired Data Consolidation and Reporting solution in Attachment E.

The Port Entities Standard Terms and Conditions are included in Attachment B to this RFP. By submitting a proposal, the Consultant represents that it has carefully read and agrees to be bound by the Port Entities 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 Port Entities' best interests to adopt the alternative language.

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

Submitted proposals must incorporate all agreed upon terms and conditions without any exceptions or changes. Response submittal is agreement to the Contract without any exceptions. If the Proposer is awarded a contract and refuses to sign the attached Contract form, the Port Entities may reject the Proposer from this and future solicitations for the same work. Under no circumstances shall Proposer submit its own contract template or form for MSA.

Subscription Agreements (SaaS) shall be reviewed and approved in writing by Port Entities' Contracts, Risk Management, and General Counsel prior to execution.

C. SCOPE OF SERVICES

The Port Entities intend to select a Consultant to provide a Data Consolidation and Reporting solution and related services.

The following are expected to be awarded as part of this RFP:

- 1) **Establish a Master Services Agreement (MSA)** with a selected Consultant that shall be used for the initial Assessment project (see #2 below) as well as possible future project Task Orders and Purchase Orders for services related to Data Consolidation and Reporting.
- 2) Issue an initial Task Order under the MSA for consulting services to **perform an Assessment** to:
 - Work with Port Entities staff to refine and expand on the high-level requirements in Attachment E to produce a detailed requirements document

that captures the Port Entities' needs for the Data Consolidation and Reporting solution implementation project.

- Document design, data governance model, technical solution architecture, and implementation roadmap for a solution that shall meet the requirements.
- Develop a detailed plan (work breakdown structure) and Statement of Work (**SoW**) with deliverables and costs for establishing a Data Consolidation and Reporting solution, onboarding initial data sources, and providing an initial set of reports.
- The Assessment phase TO is anticipated to be between \$50,000 and \$100,000 but shall not exceed \$100,000. We would like to start the Assessment in Q4 2026.

If the Assessment phase above completes successfully, the Port Entities may issue another Task Order under the MSA for a project to implement the Data Consolidation and Reporting solution based on the Statement of Work produced during the Assessment phase. We anticipate costs for the Initial Solution Implementation phase to be less than \$900,000, inclusive of one-time costs for establishing the solution, onboarding initial data sources, providing initial set of reports, and recurring subscription and support costs for the first year.

D. PROPOSAL ELEMENTS & EVALUATION CRITERIA

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing Consultant (to include the prime, key team members and major subconsultants) and the team's ability to meet the requirements and provide the requested services of this RFP. Emphasis shall 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 15 numbered pages (8 ½ by 11 inch) **excluding** the cover letter, compensation information and all appendices. All pages shall be in portrait orientation with one-inch (1") margins. Font size must be 10 point or larger. Proposals that do not follow this format may be rejected. Submittals need to be limited to **20 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 requirement, claim means a sum of money in dispute in excess of ten percent (10%) of the Consultant's fee for the services provided.**
- **Any real or perceived conflicts of interest for team members, inclusive of the prime, subconsultants and key team members.**

Proposals submitted with altered, edited or conditioned Terms and Conditions not previously agreed upon during the Question-and-Answer phase shall be considered non-responsive and shall not be considered for evaluation.

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

INITIAL EVALUATION PHASE

1. Qualifications and Experience..... 20 PTS

- a) Discuss qualifications and experience of your firm for providing similar data consolidation and reporting services and multi-stakeholder data sharing solutions for other customers.
- b) Discuss your firm's experience working with maritime logistics, port, government, and supply chain customers.
- c) Share any certifications, experience, or other information that differentiates your firm from other firms for providing the services being requested.
- d) Describe your proposed solution, including whether it uses an existing platform, configured COTS/SaaS product, custom development, or a hybrid model.
- e) If you are proposing use of an existing platform or solution, share information on how long the solution has been in use, the number of customers using the solution, and what differentiates your solution from other data consolidation and reporting solutions.
- f) Describe your firm's capabilities and experience with processing Electronic Data Interchange (**EDI**) messages.
- g) Describe your firm's capabilities and experience with API endpoint publication and management.

2. Solution Requirements 25 PTS

Complete the "Consultant" columns (H, I, J) in Attachment E (Data Consolidation and Reporting Requirements) to indicate how your proposed solution would meet the Port Entities high-level requirements. Use the Notes column (K) to explain how the solution meets each requirement if needed. Additional instructions can be found in the "INSTRUCTIONS" worksheet within the spreadsheet.

3. Initial Task Order (Assessment Project)..... 15 PTS

Provide a Statement of Work (**SOW**) for the Assessment project describing how your firm would conduct the assessment phase, including key tasks, deliverables, and anticipated timeline for the Assessment scope specified in the Scope of Services section (C-2). Do not include costs in this response item. Assessment cost information should be provided in item #5-a below (Compensation).

4. Project Approach 20 PTS

- a) Project Management: Describe how your firm shall manage and coordinate the necessary resources required to accomplish the services requested.
- b) Project Resourcing: Provide information about the makeup of your project team resources, including qualifications, team structure, primary time zones.
- c) Provide information on your firm's approach to providing support for solutions provided, including service-level agreement information for supporting the production systems provided.

- d) Provide a plan for communications and coordination between your team, the Port Entities Project team, and the various stakeholders, including how you would coordinate with non-Port Entities stakeholders.
- e) Describe how your firm shall handle data ingestion from multiple stakeholder systems, including data quality, validation, governance, and security.
- f) Discuss your firm's Quality Control (**QC**) and Quality Assurance (**QA**) programs for the requested services.
- g) Identify any assumptions or dependencies you have.
- h) What risks beyond your control do you see in providing this service, and how would you mitigate them?

5. Compensation 20 PTS

In a separate PDF document, provide detailed cost information for each of the following items:

- a) **Initial Task Order for Assessment Project** (5 pts) - Provide **firm fixed costs** for the initial Assessment task order based on the SOW you provided in response to item #3 above.
- b) **Subsequent Implementation Project** (10 pts) - Provide cost for the initial implementation of the high-level requirements described in Attachment E that are identified as "**Initial Implementation-Must-Have**" and "**Initial Implementation-Should-Have**" (these have an "x" in columns C or D).
The cost for the Initial Implementation Project should include and itemize:
 - All one-time costs
 - Recurring annual costs for service and support
- c) **Hourly Rates** (5 pts) – Provide fully-loaded hourly rates that would be used for hourly based Task Orders.

Compensation MUST be provided separately from the proposal, in an individual PDF document using the format in Attachment D - COST BREAKDOWN-OFFER TEMPLATE.

All rates quoted shall be:

- a) Fixed, fully burdened, including, but not limited to, per diem, administrative overhead, 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.

FINAL EVALUATION PHASE (if applicable)

Points for scoring the FINAL EVALUATION PHASE shall replace points in the INITIAL EVALUATION PHASE.

1. Oral Presentations (if requested) 100 PTS

Oral Presentations may be conducted with the top-ranked proposers. Failure to participate in the process shall result in the proposer's disqualification from further consideration. Oral Presentations shall be conducted by online video meeting.

2. Best and Final Proposal (if requested) 50 PTS

After Oral Presentation discussions are conducted in #1 above, proposers may be asked to submit a best-and-final proposal.

3. Consultant Cybersecurity Self-Assessment (if requested).....Pass/Fail

Short-listed proposers shall be required to complete an online Cybersecurity Self-Assessment questionnaire as part of the Port Entities third-party cybersecurity risk review. The Port Entities may also request a follow-up discussion and non-proprietary supporting documentation to clarify or validate responses.

4. References (if requested).....Pass/Fail

Reference checks may be performed on the selected firm, if based directly on the proposals received, or on shortlisted firms if Oral Presentations are being requested. The Port Entities may evaluate the reference checks to assess the proposed Consultant'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:

Att.	Title	Notes
A	INSTRUCTIONS FOR PROPOSING	Attached to RFP document
B	MASTER SERVICES AGREEMENT TEMPLATE AND TERMS & CONDITIONS	Attached to RFP document
C	TASK ORDER TEMPLATE	Attached to RFP document
D	COST BREAKDOWN OFFER TEMPLATE	Separate attachment file (Word)
E	DATA CONSOLIDATION AND REPORTING REQUIREMENTS	Separate attachment file (Excel)

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the Port Entities.

Issuance of RFP	Aug 24, 2026
**Bidders Conference	Sept 4, 2026 @ 9:00 AM
*Last day to submit questions	Sept 11, 2026 @ 2:00 PM
*Proposal packets due	Oct 2, 2026 @ 2:00 PM
*Evaluations Due	Oct 15, 2026 @ 4:00 PM
Review/Shortlist	Oct 16, 2026
*Oral presentations (if required)	Oct 20 – Oct 23, 2026
*Best and Final (if required)	Oct 24 – Oct 28, 2026
*Final selection (if required)	Oct 28, 2026
*Execute agreement(s)	Nov 12, 2026

*Dates are tentative and subject to change.

**** Proposers wishing to attend the Bidder's Conference shall submit a request via email to procurement@portoftacoma.com. A Microsoft Teams meeting invitation shall be provided upon receipt of the request.**

All status updates on the above solicitation timeline shall be announced on the Port Entities' website for this RFP.

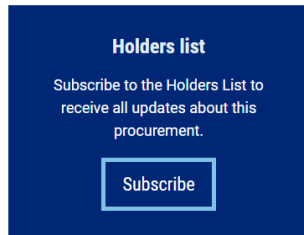
PROPOSER OBLIGATION

The Port of Tacoma's Invitation to Bid, Request for Proposals, Request for Information, and Request for Qualifications can be accessed on the following website, www.portoftacoma.com under 'Business -> Contracting -> Procurement'.

The Northwest Seaport Alliance Invitation to Bid, Request for Proposals, Request for Information, and Request for Qualifications can be accessed on the following website, <https://www.nwseaportalliance.com/> under 'Resources -> Procurement', which shall have a hyperlink to the Port of Tacoma website.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

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



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

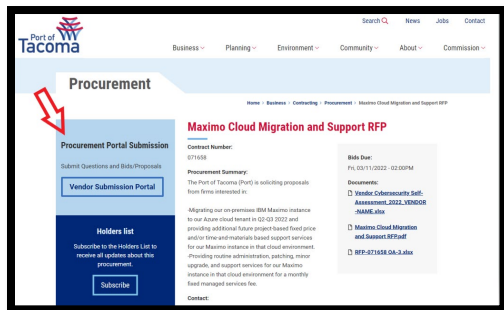
***Only those who have subscribed to the Holder List shall receive notifications throughout the procurement process, up until a Consultant is selected.**

COMMUNICATION / INQUIRES

All communications are to be sent through Michelle Walker, the Procurement Analyst (procurement@portoftacoma.com).

Proposers who, relative to this scope of services, contact any individuals or Commission/Managing Members representing the PORT or NWSA, 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 Port Entities shall respond to all written questions submitted by this deadline, and responses shall be posted on the corresponding procurements website.

ADDENDA

The Port Entities may make changes to this RFP. Oral or other interpretations, clarifications or submittal instructions shall be without legal effect. Any information modifying a solicitation shall be furnished in a formal, written addendum. If at any time, the Port Entities change, revise, delete, increase, or otherwise modify the Solicitation, the Port Entities shall issue a written Addendum to the Solicitation. Addenda shall be posted

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

to the Port Entities website and conveyed to those potential submitters who have requested to be placed on the Holder's List.

SUBMITTAL PROCESS

Electronic Submittal:

Proposal must be received via the procurement portal on or before the date and time set forth on the front page of this RFP.

Procurement Submission Portal Instructions:

Navigate to the 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 Entities' Procurement website.

Please submit Proposal, including all separate attachments and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to 20 MB in total size. **It is the Proposer's responsibility to verify the receipt of the submittal. Electronic verification shall be provided.**

***Late Proposal(s) shall not be accepted by the Port Entities. Proposal(s) received after the stated date and time shall 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, shall review each Proposal and evaluate all responses received based upon the criteria listed herein. The Port Entities may request clarification 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 Proposal(s) and initial evaluation criteria alone. Alternatively, the evaluation team may create a short list of the top ranked Proposer(s) and invite the short listed Proposer(s) in for Oral Presentation and/or check references. Scores for reference checks and Oral Presentations shall be tallied and added to the short-listed firm's initial evaluation scores. Final selection shall be based on the Oral Presentation score.

The Port Entities intend to select the Proposer who represents the best value to the Port Entities.

The Port Entities reserve the right to accept or reject any or all information in its entirety or in part and to waive conditions and to contract in the best interest of the Port Entities. The Port Entities reserve the right to reject any or all Proposal 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 Port Entities to analyze the Proposal. The Port Entities reserves the right to reject such Proposal(s) 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, Port Entities.

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 Consultant protesting for any reason the Bidding Documents, the Bidding procedure, the Port Entities' objection to a Consultant or a person or entity proposed by the Consultant, 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 Port Entities 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 Consultant, 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 Consultant 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 Port Entities shall consider the protest. The Port Entities may, within three (3) business days of the Port Entities receipt of the protest, provide any other affected Consultant(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Consultant and the Port Entities, the Contracts Director of the Port Entities or his or her designee shall review the issues and promptly furnish a final and binding written decision to the protesting Consultant and any other affected Consultant(s) within six (6) business days of the Port Entities receipt of the protest. (If more than one (1) protest is filed, the Port Entities decision shall be provided within three (3), but no more than six (6) business days of the Port Entities' receipt of the last protest.) If no reply is received from the Port Entities during the six (6) business-day period, the protest shall be deemed rejected.

Waiver. Failure to comply with these protest procedures shall 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 Entities encourage participation by qualified small and disadvantaged businesses in their contracts and procurement opportunities. Firms may participate directly in response to this RFP or as subcontractors to a Consultant/Proposer.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

Participation by any particular type or category of business shall not result in a preference in the evaluation or award of a contract. No minimum level or percentage of participation by any particular business category is required as a condition of award, and a bid or proposal shall not be rejected or deemed non-responsive based solely on the level of participation achieved.

Consultant/Proposers are encouraged to conduct reasonable and meaningful outreach to qualified businesses that may be interested in participating in the work. The selected firm may be required to provide documentation of its outreach efforts.

To the extent that applicable, federal or state statutes, regulations, grant requirements, or contract terms impose specific participation, nondiscrimination, outreach, or affirmative-action requirements, those requirements shall apply to the extent incorporated into the contract documents. Nothing in this provision is intended to create a preference, quota, set-aside, or other preferential treatment based on race, ethnicity, sex, or other protected characteristic unless expressly authorized by applicable law.

PUBLIC DISCLOSURE

Proposals submitted under this RFP shall be considered public documents and, with limited exceptions, shall become public information and may be reviewed 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 Port Entities and the selected Proposer.

If a firm considers any portion of its response to be protected under the law, the Consultant 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 Port Entities shall notify the Consultant of the request and allow the Consultant 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 Port Entities by the stated deadline, the Port Entities shall release the requested portions of the Proposal. By submitting a response, the Consultant consents to the procedure outlined in this paragraph and shall have no claim against the Port Entities on account of actions taken under such procedure.

ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE
AND TERMS & CONDITIONS

MASTER SERVICES AGREEMENT NO. [CONTRACTNO]

TITLE: Data Consolidation and Reporting Services

Consultant: [VENDOR], [VENDORADDRESS]

CONTRACT OWNER: [PM] **PROJECT NO./G/L NO.:** [PROJECT]/[G/L]

THIS AGREEMENT is made and entered into by and between Port of Tacoma (*hereinafter referred to as the **Port***) and the Northwest Seaport Alliance (*hereinafter referred to as **NWSA the Alliance**; the Port together with the Alliance, the **Port Entities***) and [VENDOR] (*hereinafter referred to as the **Consultant***) for the furnishing of data consolidation and reporting services (*hereinafter referred to as the **Services***).

The Port Entities and Consultant mutually agree as follows:

SCOPE OF AGREEMENT

Consultant will provide consulting, software development, enhancement, customization, subscriptions, and support related to Services.

DELIVERABLES

The Port Entities will authorize individual projects with specific scopes and deliverables under this Master Services Agreement and issue Task Orders before Consultant begins any billable project work.

The Port Entities will issue Purchase Orders for subscription and support services before commencement of billable subscriptions or support services.

TERM

The term of this Agreement shall be for a period of five (5) years from the date of execution through **[EXPIREDATE]**. Subject to the written agreement of both parties, the term may be extended for a one (1) year periods up to a maximum total of five (5) extensions. In no event shall the total term exceed ten (10) years.

AGREED

This agreement is expressly conditioned upon the Terms and Conditions attached to Master Agreement.

**PORT OF TACOMA &
NORTHWEST SEAPORT ALLIANCE**

By

[VENDOR]

By

[CM]

Date

[CMTITLE]

[VENDORSIGN]

Date

[VENDORTITLE]

**ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE
AND TERMS & CONDITIONS**

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 Port prior to performing Services in support of this Agreement between Consultant and Port.
- b. The award of a subcontract does not create a contract between the Port Entities and the subconsultant. Subconsultants shall have no rights whatsoever against the Port Entities 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 Port Entities 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 (**INS**). 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 (**DOL**), Environmental Protection Agency (**EPA**) and other applicable environmental standards as prescribed by law while on or occupying Port Entities-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. **Port Entities Data** means any data, records, or information provided by or pertaining to Port of Tacoma and Northwest Seaport Alliance (collectively referred to as the **Port Entities**), including but not limited to operational, financial, and personal data.
- b. The Port Entities are public entities and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56, and the Washington Secretary of State's Local Government Common Records Retention Schedule (**CORE**). 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 Port Entities upon termination of the Agreement or otherwise as requested by the Port Entities.
- c. The Port Entities 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. Custom Code and/or Custom Reports

Any custom code or custom reports requested by the Port Entities and written or otherwise created by the Consultant shall be owned by the Port Entities, but the Consultant shall retain the right to use and sell the custom code or custom reports in whole or in part.

7. Disclosure

All information developed by the Consultant, all analyses or opinions reached by the Consultant (**Instruments of Service**) and all information

ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE AND TERMS & CONDITIONS

made available to the Consultant by the Port Entities, shall not be disclosed by the Consultant without the prior written consent of the Port Entities.

8. Compensation

- a. As full compensation for the performance of its obligations of this Agreement and the Services, the Port Entities shall pay the Consultant as specified in the Agreement.
- b. The Consultant is responsible for working within the Contract Sum. Should the consultant incur costs beyond the Contract Sum without an executed amendment to this Agreement, the Consultant shall be solely responsible for any additional amounts above the contract value.

9. Invoices

- a. Consultant shall submit detailed numbered invoices showing descriptions of the Services being invoiced, title of the Project, total authorized, total current invoice, hours, hourly rate, and all authorized expenses, if allowed, in accordance with the Port Entities' "Guidelines for Consultant Fees and Reimbursable Items", within thirty (30) days.
- 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. Uninvoiced Services performed through December 31 of each year shall be invoiced no later than the seventh (7th) day of the following month. If the Consultant is unable to provide an invoice, the Consultant shall advise the Port Entities 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 Port Entities 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 Port Entities 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 Port Entities 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 to a non-related entity, including but not limited to any claim or right to the Contract Sum, without the Port Entities prior written consent. If the Consultant attempts to make an assignment, transfer, or novation without the Port Entities 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 Port Entities arising under the Agreement or otherwise related to the Project.

14. Termination of Agreement

- a. Termination for Default:

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- i. The Port Entities 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 Port Entities; provided that the Consultant has been given an opportunity to cure.
 - 1. Cure Notice: If the Port Entities determines that a breach of this Agreement has occurred and if the Port Entities deems said breach to warrant corrective action, the following sequential procedure shall apply:
 - a. The Port Entities shall provide the Consultant with a written Cure Notice, notifying the Consultant of the nature of the breach.
 - b. 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 Port Entities.
 - b. Show Cause Notice:
 - i. In the event that the Consultant does not respond within the appropriate time with a corrective action plan, the Port Entities shall provide the Consultant with a written Show Cause Notice; notifying the Consultant of their requirement to notify the Port Entities in writing within seven (7) calendar days of any reason the Port Entities should not terminate this Agreement. At the expiration of the seven (7) calendar day period the Port Entities may commence termination of this Agreement in whole or in part.
 - ii. The Port Entities may withhold payment due to Consultant, instruct the Consultant to stop work and to refrain from incurring additional costs until the
- Port Entities are 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 Port Entities.
- c. Notice of Termination:
 - i. If the Port Entities terminate this Agreement for default, the Port Entities 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 Port Entities incurs because of the Consultant's default. In such event, the Port Entities 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 Port Entities at the date of termination, the cost to the Port Entities of completing the Services itself or of engaging another firm to complete it and the inconvenience and costs which may be required to do so, and other factors which affect the value to the Port Entities of the Services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price or Contract Sum set forth in this Agreement. This provision shall not preclude the Port Entities 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 Port Entities:
 - 1. Promptly discontinue all Services (unless the notice directs otherwise);

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2. No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the Port Entities 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 Port Entities have paid the Consultant for such items.
 3. Upon termination, the Port Entities may take over the Services and prosecute the same to completion by agreement with another party or otherwise.
- d. Termination for Convenience:
- i. The Port Entities may terminate this Agreement, for the convenience of the Port Entities. The Port Entities shall terminate by delivery to the Consultant a Notice of Termination specifying the termination and the effective date.
 - ii. If the Port Entities terminate this Agreement for convenience, the Port Entities shall pay the Consultant for the following items:
 - a) An amount for Direct Labor Costs and Indirect Costs in accordance with the Agreement for Services satisfactorily performed to the date of termination.
 - b) Reasonable invoiced Other Direct Costs as allowed by the Agreement, actually incurred before the date of termination; or
 - c) Reasonable termination settlement costs the Consultant actually incurred unless the Port Entities determine 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 Port Entities:
 - a) Promptly discontinue all Services (unless the notice directs otherwise);
 - b) No later than fourteen (14) calendar days after receipt of termination, promptly deliver or otherwise make available to the Port Entities, all Port Entities information including specifications, calculations, reports, estimates, summaries, 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 Port Entities have reimbursed the Consultant for such costs;
 - c) Take any action necessary, or that the Port Entities 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 Port Entities have 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 Port Entities a Termination Settlement Proposal. The Termination Settlement Proposal shall include:
 - a) Request for direct labor costs and indirect costs for services satisfactorily performed to the date of termination.
 - b) As allowed by the Agreement, actual and reasonable other direct costs incurred before the termination.
 - c) Documentation supporting all costs identified in the Termination Settlement Proposal; and
 - d) A statement certifying, under penalty of perjury, that the Termination Settlement Proposal is made in good faith, the Termination

ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE AND TERMS & CONDITIONS

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 information, and the amount requested accurately reflects the amount for which the Consultant believes the Port Entities are responsible.

- v. Termination settlement costs and proposals are subject to audit verification by the Port Entities.
- vi. Upon termination, the Port Entities 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 (50/50) between the Consultant and Port Entities. The Port Entities reserves the right to join any dispute relating to 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 dispute resolution shall be in Pierce County, Washington. 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 Port Entities and Consultant, supersedes any previous written or oral representations and may be amended only by written instrument signed by both the Port Entities and Consultant. No verbal agreement or conversation between any officer, agent, associate or employee of Port Entities 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. All signers 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 shall comply with all applicable federal, state, and local laws prohibiting discrimination in employment and the provision of services. The Consultant shall not discriminate against any employee, applicant for employment, or person receiving services on the basis of any characteristic protected by applicable law, including, as applicable, race, color, religion, sex, national origin, age, disability, veteran or military status, sexual orientation, or any other legally protected status.
- b. Equal Employment Opportunity. The Consultant and all parties subcontracting under the authority of this Agreement shall provide equal employment opportunity and shall make employment decisions, including recruitment, hiring, promotion, compensation, training, discipline, and termination, based on lawful, job-related, and merit-based criteria and without unlawful discrimination. Nothing in this Agreement shall be construed to require or authorize quotas, preferences, set-asides, workforce balancing, or other preferential treatment based on race, color, sex, national origin, or any other protected characteristic, except to the extent expressly required or permitted by applicable law.
- c. Federal Contracting Requirements. To the extent this Agreement is subject to federal contracting requirements, the Consultant and applicable subcontractors shall comply with all nondiscrimination, equal employment opportunity, and other applicable requirements incorporated into this Agreement by federal statute, regulation, executive order, federal award terms, or applicable federal contract clause.
- d. 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.

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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 commissioners, officers, managing members, and employees from and against any liability, claims, damages, losses, expenses or actions, including reasonable attorney's fees and costs caused by or arising from the acts or omissions of the Consultant or its officers, employees, subcontractors, agents or invitees.
- b. Consultant specifically assumes potential liability for actions brought by Consultant's own employees against the Port of Tacoma 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. Consultants' 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 and agrees that this waiver was the subject of mutual negotiation.
- c. Consultant shall indemnify, defend 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 including without limitation theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.
- d. 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, or by anyone directly or indirectly employed by either of them, and shall

comply with any such insurance requirements as determined by the Port Entities. The Consultant hereby waives any and all rights of recovery, claim, action or cause of action against the Port Entities, their commissioners, employees, agents, invitees and representatives for any loss or damage or any bodily injury, death or property damage to third parties that may arise from or related to this Agreement. This waiver applies to any claims or damages that are, or should have been, insured against under any insurance policies maintained or required to be maintained by the Consultant under this Agreement, regardless of cause. The Consultant agrees to procure an endorsement from its insurance carrier(s) waiving the insurer's rights of subrogation against the Port Entities. This waiver shall apply to all property damage, bodily injury and liability coverage required under this Agreement.

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. 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.
- e. No Personal Liability: No officer, agent or authorized employee of either the Port Entities 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's response to the RFP, shall remain assigned for the duration of the Project unless otherwise agreed to in writing by the Port Entities.

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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 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 Port Entities shall 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 Port Entities, 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 \$3,000,000 aggregate. Coverage shall 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 of not less than \$4,000,000 per claim and in the aggregate. 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 Port Entities 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. Cybersecurity Liability Insurance of not less than \$5,000,000 per claim and in the aggregate. Coverage shall include cyber-related risks, including theft, loss or misuse of data, release of private information as a result of a network breach, penetration, compromise, or loss of IT systems control, and shall include costs associated with incident response, forensic investigation, breach notification, and recovery, where applicable. Coverage shall remain in effect for the term of this Agreement plus three years.
- 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 Port Entities 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.

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24. Payment Schedule

- a. Consultant shall submit detailed numbered invoices in accordance with this Agreement. After a complete and correct invoice has been received by the Port Entities, payment shall 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.

25. Compensation

- a. Consultant expenses shall be reimbursed at cost with the exception of:
 - i. Subconsultant services shall be reimbursed at cost plus fifteen percent (15%).
 - ii. Services provided by a third party shall be reimbursed at cost plus fifteen (15) percent.
- 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 fifteen (15) percent in total.
- 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 shall 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 shall be tied to the CPI for the Tacoma area.
- e. Rates and Markup are defined in the attached Rate Sheet and made a part of this Agreement.

26. Deliverables

All deliverables fully defined in this Agreement.

27. 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 U.S. Department of Homeland Security (“DHS”), through the U.S. Coast Guard and the U.S. Transportation Security Administration. All credentialed merchant mariners and individuals who shall 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 secure or restricted site. Each escort shall be required to receive Terminal Operator provided escort training.

28. Extent of Agreement

- a. In the event the Consultant identifies something that may impact the Services, Project schedule, Total Price, cost of performing the Services, the Consultant shall inform the Project Manager in writing at least one (1) month prior to exceeding the task budget(s) and state the possible impacts to scope, schedule and cost.
- 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 or Services.
- c. Limited Warranty From Third Party Providers:

To the extent authorized under applicable third-party manufacturer or third-party provider agreements, Consultant shall provide or assign to the Port Entities all third party product or service warranties associated with the hardware, equipment, software, or other services the third party provided in connection with the Services under this Agreement. The Port Entities acknowledge and agree that:

 - i. Third-party Provider agreements for hardware, equipment, software, or services provided in connection with the Services, vary in the terms, conditions, and limited warranties they respectively provide; and some third-party Provider agreements either may not provide any warranties, or may prohibit Consultant from transferring to the Port Entities any limited warranty they do provide;

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- ii. Consultant does not and shall not provide any separate, independent, or concurrent warranty of any kind or nature for third party hardware, equipment, software, or services provided in connection with the Services; and connection with the Services, directly to the manufacturer, licensor or third-party provider of such hardware, equipment, software, or services, and not to Consultant.
- iii. The Port Entities shall make any warranty claims with respect to hardware, equipment, software, or services supplied by third parties in

29. 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.

TASK ORDER [TONO]

[VENDOR] / Contract No.: [CONTRACTNO]
 Data Consolidation and Reporting Services
 Project Title: [PROJECTTITLE]
 Project Manager: [PM]
 Project No./GL No. : [PROJECTNO]/ [G/L]
 Purchase Order No. : [PONO]

WORK INCLUDED / SCOPE OF WORK:

[SOW]

PERIOD OF PERFORMANCE

Date of Execution	Target Completion
[EXEDATE] Date Task Order is Effective	[ENDDATE]

TASK ORDER SUMMARY

*Total Not-to-Exceed Contract Amount + any applicable Washington State Sales Tax (WSST):	[\$[AMOUNT]]
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*Failure to obtain prior approval for costs exceeding the Task Order total may result in non-payment for those services. Unauthorized expenditures are made at the vendor's own risk.

ADMINISTRATION

This agreement is expressly conditioned upon the Port Entities Terms and Conditions located in the Master Services Agreement [CONTRACTNO]. Consultant has acknowledged these Terms and Conditions, therefore agreed to be bound by said Terms and Conditions.

Submit invoices for all services as described in the Original Contract Terms and Conditions. Do not exceed the Task Order total below without prior approval from the Port Entities PM ([PM], Phone: PM Phone Number, Email: PM Email) and proper written documentation from Contracts department.

**PORT OF TACOMA &
NORTHWEST SEAPORT ALLIANCE**

**PORT OF TACOMA &
NORTHWEST SEAPORT ALLIANCE**

Task Order Issued By:

[CM]
[CMTITLE]

[IT]
[ITTITLE]