

QUESTIONS & RESPONSES #07
PROCUREMENT NUMBER: 072026-1047
RFP/RFQ TITLE: DATA CONSOLIDATION AND REPORTING SERVICES
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QUESTIONS DUE DATE: Friday, September 18, 2026, @ 2:00 PM (PDT)
Q&A ISSUE DATE: Friday, October 2, 2026

#	Question	Answer	Question #
001	Given that Attachment E (technical requirements) carries 25 of ~100 initial evaluation points, please provide the point allocation for the remaining ~75 points across price, past performance, staffing, and management approach so we can calibrate proposal emphasis.	RFP Section D Initial Evaluation Phase items (pages 6 and 7) indicates how the points are allocated for each evaluation category.	Email
002	Is award of the future implementation Task Order (the ~\$900K phase) contingent solely on satisfactory performance of the Assessment Task Order, or will it be independently competed/re-solicited among qualified vendors regardless of who performs the Assessment?	We intend to issue a single MSA to the firm/consultant selected in this procurement for the Assessment phase project and future phases/projects (Initial Implementation, Service/Support, Enhancement/Expansion) for the Data Consolidation and Reporting solution unless findings during the Assessment or subsequent phases do not support moving forward with the selected consultant.	Email
003	What Task Order contract type will govern the Assessment phase (firm-fixed-price, T&M, or cost-reimbursable), and is the same type anticipated for the implementation phase?	We prefer fixed-priced, milestone-based pricing for the Assessment and Initial Implementation phase projects. Future Task Orders may be T&M or fixed priced depending on the type of work: support or small enhancement work is more likely to be T&M where larger enhancement/expansion projects would likely be fixed price milestone-based or deliverables-based.	Email
004	Please identify the specific terminal operating systems (TOS) and EDI message standards (e.g., ANSI X12, UN/EDIFACT, specific transaction sets) currently in use across the Alliance's terminals that the solution must ingest.	Terminal Operating Systems (TOSs) currently used by terminal operators at NWSA terminals include Kaleris/Navis-N4, Tideworks-Mainsail, Cyberlogitec-Opus, as well as in-house TOSs that also utilize common EDI message standards. The transaction sets required would be those needed to meet the reporting requirements in Attachment E, Cell B11 and we would rely on the expertise of the selected consultant to determine what message types would be required.	Email
005	How many distinct terminal operating systems and data sources are in scope for the initial Assessment, and is that count expected to grow during the implementation phase or option years?	The NWSA currently has 5 international marine terminals. We do not anticipate the number of terminals to increase to more than 6 during the Initial Implementation.	Email
006	Please clarify the practical definition of 'near real-time' for cargo and vessel scheduling updates (e.g., target latency in minutes/seconds) so we can size the ingestion architecture appropriately.	Hourly update frequency is sufficient for the initial implementation.	Email
007	Is there an incumbent vendor currently providing data consolidation, reporting, or EDI translation services to the Port of Tacoma / NWSA, and if so, will that vendor be eligible to bid on this solicitation?	There is no incumbent for this solution/service. Since 2024, we have completed two limited scope proof-of-concept projects with two different vendors (CargoSprint/Advent eModal and Wabtec) to help us understand more about how to approach this solution. Both of those vendors are eligible to bid on this solicitation.	Email
008	The RFP states performance will be offsite, yet a TWIC credentialing clause is referenced — please clarify which project activities, if any, require physical access to secured terminal facilities, and who bears the cost/timeline burden of obtaining TWIC credentials for assigned personnel.	We anticipate that the majority of the services for this RFP can be delivered remotely. There may be occasions when in-person discussions would be beneficial. However, we do not anticipate that unescorted TWIC access will be required for the services being rendered for this procurement. Section 27c of the Terms and Conditions shall be removed.	Email

009	For the 15-page proposal limit, please confirm whether resumes, staffing charts, past performance references, and appendices are excluded from the page count, or must fit within the 15 pages alongside the technical narrative.	Attachments that we ask you to include with your proposal (Attachment D-Cost Breakdown Offer Template and Attachment E-Data Consolidation and Reporting Requirements) do not count toward the 15-page limit. Your project team resumes (up to 1 page per person) may also be Attachments to your proposal and will not count toward the 15-page limit.	Email
010	Is attendance at the September 4, 2026 Bidders Conference mandatory for proposal eligibility, and if so, is remote/virtual attendance an acceptable substitute for in-person presence?	The Bidder's Conference will be held virtually by Teams meeting, not in person. Attendance is not mandatory. Questions and answers discussed during the Bidder's Conference will be documented and posted to the Procurement page on the Port's website.	Email
011	Please specify the minimum cyber liability and professional liability insurance coverage amounts required, and confirm whether proof of coverage is required at proposal submission or only upon contract award.	In Terms & Conditions to the Master Service Agreement. 23.b.vi. 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. 23.b.ii. 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. Proof of coverage is required at contract execution prior to work.	Email
012	Given the strict prohibition on modifying the Port's Terms & Conditions, is there a formal mechanism during the Q&A period to request clarification or flag concerns about specific clauses without being deemed non-responsive?	Page 4-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. If you have suggested revisions please submit a question requesting the change with why you consider the current wording onerous, propose alternative language, and describe why it is in the Port Entities' best interest.	Email
013	Will subcontractors or teaming partners providing specialized maritime/EDI domain expertise need to be identified by name and role in the initial proposal, or may they be added/substituted after Assessment award pending Alliance approval?	Subconsultants can be added by Consultant later but must be approved by the Port/NWSA prior to the Subconsultant performing services. See Attachment B-Section 2 of the Terms and Conditions (Subconsultant and Supplier Relations) for more details.	Email
014	Please clarify data and work-product ownership: will the Alliance retain full IP rights to custom-developed integration code and dashboards, or will the awarded vendor retain any rights to reusable components/frameworks?	See Attachment B-Section 6 of the Terms and Conditions (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. Note: The data ingested and aggregated as part of this solution cannot be re-used, sold, or monetized by the Consultant without written consent from the owner(s) of the data.	Email

015	What are the decision criteria and notice period the Alliance will use to exercise each of the five 1-year contract extension options, and is vendor performance re-evaluated at each option year or only at the initial 5-year mark?	The Port/NWSA may choose to extend the MSA beyond the initial 5 year term (up to 10 years total) if it is in the Port/NWSA's best interest. There is no pre-defined decision criteria but vendor performance will be a key factor.	Email
016	Can the experience requirements related to container terminal and maritime operations be satisfied through the experience and qualifications of a subcontractor or teaming partner?	Yes. Proposers may partner with subcontractors to augment their team and satisfy the experience requirements. Any subcontractors must be approved by the Port before performing work.	Bidder's Conference #1
017	Can the experience requirements related to container terminal and maritime operations be satisfied through the experience and qualifications of the proposed key personnel or consultants assigned to the project?	Yes. Experience of proposed key personnel, consultants, or subconsultants may be used. The Port's agreement will be with the prime consultant.	Bidder's Conference #2
018	Is it allowed to suggest offshore/nearshore resources for the services related to data ingestion and reporting.	Yes. The services are expected to be primarily capable of being performed remotely, although some in-person meetings may be helpful. Port data must be stored in U.S.-based data centers and may not be stored outside the United States.	Bidder's Conference #3
019	About Port entities - what type of operation they conduct and what are their current systems they run.	The project involves five international container terminals located in Tacoma and Seattle. Operations include loading and unloading container vessels and transferring containers to and from rail and trucks. The five terminals currently operate four different terminal operating systems. Although the systems differ, they generally use industry-standard EDI messaging.	Bidder's Conference #4
020	Are you expecting a commercial port community system that is "off the shelf"? Or are you looking to leverage your existing investments with companies like Microsoft + some custom development to finetune exactly to your needs without purchasing additional software?	The Port is primarily seeking a Software-as-a-Service (SaaS) solution rather than a solution developed and hosted internally. An existing commercial solution may be proposed. The focus of this procurement is specifically on data consolidation and reporting and not implementation of a full Port Community System.	Bidder's Conference #5
021	Will the Assessment Task Order be awarded to a single vendor, or more than one vendor?	The Port anticipates awarding one Master Services Agreement to a single vendor. The selected vendor is expected to perform the Assessment and, assuming successful completion of that phase, continue with the Initial Implementation and future enhancement and expansion work. The Port does not anticipate conducting a separate procurement for each phase.	Bidder's Conference #6
022	Since there are multiple TOS are you looking/expecting aggregation of such data based only at EDI alone or thinking about more comprehensive connections with the databases.	For the Initial Implementation, the primary focus is EDI and event-based data. The Port is looking to track events such as vessel discharge, gate-in, gate-out, rail-in, and rail-out. Additional message types or data sources may be considered as future requirements.	Bidder's Conference #7
023	Can you confirm if the Port has any existing or preferred technology platforms for the data consolidation solution, or is the vendor expected to recommend the technology stack as part of the Assessment.	The Port is not prescribing a specific technology stack. The proposed SaaS solution should provide appropriate access to summarized transactional data through APIs, such as REST or Graph-based APIs. Proposers should define their proposed API and technology approach.	Bidder's Conference #8
024	How soon after the MSA is awarded would the assessment start? this calendar year or after new year?	The Port would like the Assessment to begin as soon as possible following MSA award. If possible, the Assessment would begin during the current calendar year, with the goal of completing it early next year and beginning implementation thereafter.	Bidder's Conference #9
025	Can we use our team's (proposed staff) past experience from their previous projects to meet the required container terminal and maritime experience?	Yes. Relevant past maritime experience of the proposed staff may be considered and would be beneficial.	Bidder's Conference #10
026	Is there a baseline of data that the Port already aggregates today that terminal operators, rail, customs and the trucking community contribute for analytics and environmental assessment?	Yes. The Port currently receives operational metrics directly from the terminals through a largely manual process. Rail, customs, and trucking data are also received from various sources and may be incorporated into future phases. Terminal data has been collected for many years but is not currently received through an automated electronic process.	Bidder's Conference #11

027	Has any prior assessment or discovery work been done on this, and is there an incumbent doing any of it today?	Yes. The Port has conducted proof-of-concept efforts beginning in approximately 2023–2024 to better understand the data and reporting requirements and determine the appropriate technical approach. Those efforts helped demonstrate that EDI is a viable approach. There is currently no production solution and no incumbent vendor.	Bidder's Conference #12
028	"Attachment E lists EDI types 301, 309, 310, 315, 322, 350, 404, 417, and 418 as examples for the initial implementation. Will the Assessment phase be expected to produce a definitive, prioritized list of required EDI message types per terminal, or should proposers assume all listed types must be supported at go-live for all five terminals?"	The Port has not finalized the specific EDI message types required to produce the reporting identified in the requirements. The selected consultant will be expected to use its expertise during the Assessment to determine and finalize the EDI message types required for the Initial Implementation. The Port does not currently anticipate that every EDI type listed will necessarily be required at go-live.	Bidder's Conference #13
029	A follow up to my previous question about off the shelf software to add clarity, are you seeking a commercially available SaaS product that already contains the majority of the required functionality out-of-the-box? or are you open to a configurable SaaS data and analytics platform that would be tailored to your operational requirements? Follow up, would the Port consider a solution built on Microsoft-managed SaaS services for data integration, storage, governance, reporting, and analytics?	The Port is open to either approach. Proposers may offer an existing solution that already provides the required functionality or a configurable SaaS solution tailored to the Port's requirements. Microsoft-based solutions are acceptable. However, the Port is specifically seeking an externally hosted SaaS solution and does not intend to host the solution within its own Azure environment or internal technology infrastructure.	Bidder's Conference #14
030	"Requirement row 47 states all data must remain in US datacenters. Does this apply equally to raw/transactional EDI data received from terminal operators and to aggregated reporting data, or does the Port anticipate the third-party vendor handling the raw EDI data outside of Port-owned infrastructure with only the aggregated outputs subject to this requirement?"	All Port data must be stored in data centers located within the United States. Some incoming raw data may belong to terminal operators rather than the Port, so there may be flexibility regarding where certain raw data is processed. At a minimum, aggregated data and reporting provided to the Port must reside in U.S.-based data centers. Additional details may need to be evaluated during the Assessment project.	Bidder's Conference #15
031	You mentioned that hourly updates are sufficient for the initial implementation. Are there any specific use cases or operational requirements that would require real-time or near-real-time data?	Hourly updates are considered sufficient for the Initial Implementation. Future functionality, such as a shipper portal or customer track-and-trace capability, may benefit from or require real-time or near-real-time updates.	Bidder's Conference #16
032	"The RFP references the NWSA Port Community System (PCS), which already includes truck tracking, turn times, and queue times for the trucking community. Is it a requirement or expectation that the new Data Consolidation and Reporting solution integrate with or extend the existing PCS infrastructure, or should proposals treat this as a fully standalone platform?"	The proposed solution should be treated as a standalone platform. There is no current expectation that it integrate with the Port's existing in-house Port Community System. However, the solution should be flexible enough to ingest additional data sources, including data currently used within the PCS, as part of future phases.	Bidder's Conference #17
033	Please clarify whether prior maritime logistics or port experience is considered a mandatory qualification, or whether comparable experience delivering complex multi-stakeholder data integration and reporting solutions within transportation, logistics, supply chain, or other public-sector environments will also be considered relevant.	Maritime experience is desired and would be beneficial because it may help the consultant understand the Port's operational and reporting requirements, but it is not mandatory. Strong comparable experience in other relevant areas may also be considered.	Bidder's Conference #18
034	Attachment D states that the Initial Implementation estimate may increase by up to 20% following completion of the Assessment. Please confirm how newly identified requirements, additional interfaces/data sources, third-party licensing, or other conditions not reasonably identifiable at proposal submission will be handled if they result in an increase greater than 20%.	Proposers should provide the best estimate possible based on the high-level requirements currently available. If the Assessment identifies requirements or conditions that could not reasonably have been known at the time of proposal, the Port may address them through a change request, scope adjustment, or other mutually agreed approach. The Port's anticipated budget for the Initial Implementation is approximately \$900,000, and the project will need to remain within available funding.	Bidder's Conference #19
035	Please confirm whether the Port Entities will coordinate with the Marine Terminal Operators to provide timely access to technical SMEs, interface documentation, data samples, connectivity information, and required authorizations for the Assessment and Initial Implementation, or whether the selected Consultant will be responsible for independently obtaining these from each MTO.	The Port Entities will be responsible for initiating and coordinating the relationships with the Marine Terminal Operators. The selected Consultant will not be expected to independently obtain agreements or authorizations from each MTO or be solely responsible for the terminals' response timelines. Coordination will require partnership among the Port Entities, Consultant, and terminal operators.	Bidder's Conference #20

036	Assuming you have the dashboard and reporting tool delivered, are you looking to customize your own reporting formats and views over time? Is this understanding, correct?	Yes. Following establishment of baseline reporting, the Port expects some level of configurability and customization, including the ability for users to create their own views. Some of this functionality may be associated with future-state requirements.	Bidder's Conference #21
037	The Port/NWSA Notes for this requirement include "maps/geospatial visualizations" among the listed visualization examples. Could the Port Entities clarify the expected scope of geospatial capability for the Initial Implementation? Specifically: a. Is a map-based visualization expected as part of the initial set of reports/dashboards, or is it listed as an illustrative example of the visualization library the platform should support? b. If maps are in scope, what location data are anticipated as inputs (e.g., terminal/berth locations, inland rail ramps, vessel positions, gate or yard geometry), and would the Port Entities provide that spatial reference data, or is the Consultant expected to source it? c. Do the Port Entities maintain existing GIS data or an enterprise GIS platform that the solution would be expected to consume from or publish to, either in the Initial Implementation or as a future enhancement?	a. Geospatial visualizations are not a requirement for the initial implementation. b. Not in scope for initial implementation. But are something we would want to consider for a future enhancement or expansion. c. We do have an existing GIS platform (Esri)	Bidder's Conference #22
038	Based on your previous statement that the Port previously completed a proof of concept with Advent and Wabtec. Could you share the key findings, lessons learned, and any gaps that were identified during those efforts that should be considered by respondents?	The initial proof of concept evaluated whether existing terminal appointment-system data could provide the information needed for Port reporting. That approach did not provide the required data or data quality. A subsequent proof of concept evaluated EDI data from a terminal operating system using a limited number of EDI feeds and reports. That effort demonstrated that EDI feeds could provide the data required for the reports evaluated. The Port also learned that EDI feeds may vary by terminal and stakeholder, and not every feed will necessarily contain all required information. Coordination with terminal operators will therefore be important to determine what data is currently available and what changes or enhancements may be required.	Bidder's Conference #23
039	What specific capabilities or business outcomes remain unresolved today that the previous PoC efforts did not adequately address?	The most recent proof of concept was intentionally limited in scope. It included two EDI feeds, one terminal, and a small number of reports. The new solution will require a substantially broader implementation involving additional EDI message types, additional reporting requirements, and participation from all five international terminals.	Bidder's Conference #24
040	NWSA and the Port have stated estimated dollar amount budgeted for this effort - there is no "lowest bidder wins" concept but who scores highest on the evaluation.	The procurement will be evaluated on best value rather than lowest price. Approximately 80 points are allocated to capabilities and 20 points to cost. A team of business and IT representatives will evaluate capabilities, while Procurement will separately evaluate compensation. The Port may shortlist vendors for interviews unless there is a clear leading proposal based on the written submissions. The anticipated Assessment cost is approximately \$50,000 to \$100,000. The anticipated budget for the Initial Implementation is up to approximately \$900,000. Cost is a factor in the evaluation, but the lowest-priced proposal will not necessarily be selected.	Bidder's Conference #25

041	Looking to scalability - what are the total volumes you expect aggregating by the solution (throughput)?	In 2025, the five international terminals handled approximately 1.5 million container vessel lifts/moves. Each container movement may generate multiple associated events or EDI transactions, including movements into, out of, and within the terminal. Therefore, the total number of events or messages processed will be multiple times the annual number of container moves.	Bidder's Conference #26
042	When the shortlist comes out will the presentations be in person or virtual?	Virtual.	Bidder's Conference #27
043	Did either of the previous POCs result in technology, integrations, data models, interfaces, reports, or other components that the selected Consultant will be expected to reuse, integrate with, replace, or consider during the Assessment and Initial Implementation?	No. The Port is not retaining deliverables from the previous proof-of-concept efforts, and the selected Consultant will not be expected to reuse or integrate any components from those efforts.	Bidder's Conference #28
044	Page 4 of the RFP states that "Subscription Agreements (SaaS) shall be reviewed and approved in writing by Port Entities' Contracts, Risk Management, and General Counsel prior to execution." Could you please clarify whether the referenced SaaS Agreement is separate form?	No, the SaaS agreement will be the Vendor's form just reviewed and negotiated with Port Entities' prior to execution. (Page 4, Subscription Agreements (SaaS) shall be reviewed and approved in writing by Port Entities' Contracts, Risk Management, and General Counsel prior to execution)	Q-004093
045	Attachment B - Master Services Agreement (MSA) Template and Terms & Conditions, or if it is intended to be incorporated within the MSA framework?	The MSA Terms & Conditions are to be incorporated in the MSA. The time to ask for changes is during the question period of the procurement.	Q-004093
046	Additionally, should proposers anticipate any other agreements, terms, or contractual documents governing the assessment phase, implementation projects, or ongoing SaaS services beyond the SaaS Agreement and Attachment B MSA?	No, documents to be released from this Procurement are: 1) MSA w/Terms & Conditions in Attach B (Page 4, 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). 2) SaaS Agreement as needed (Page 4, Subscription Agreements (SaaS) shall be reviewed and approved in writing by Port Entities' Contracts, Risk Management, and General Counsel prior to execution). 3) Task Orders from MSA for each project (First TO is included in Proposal, and each additional TO will require a proposal from Vendor) 4) Purchase Agreement (Each TO will be released on a PO for invoicing purposes only)	Q-004093
047	Clarification on the complete set of contractual documents associated with this procurement would be greatly appreciated.	1) Cover Letter (Page 5) 2) Proposal with evaluation criteria (Page 6-7) 3) Cost Breakdown with evaluation criteria (Page 7) (Attach C-template) 4) Data Consolidation & Reporting Requirements (Attach E) 5) Cybersecurity Self-Assessment (online form - only those Shortlisted) 6) References (only if selected)	Q-004093
048	We have an existing contract with the Port of Tacoma. We wanted to confirm whether we can use the existing agreement as far as contract terminology or whether we would need to provide a new list of exceptions for the effort.	You would need to submit a new list of exceptions for this MSA Terms & Conditions.	Email
049	At this time, there are no attachments that require signatures. However, if any signature-required documents are released in the future, could you please confirm whether electronic signatures would be acceptable?	Yes, electronic signatures are acceptable.	Q-004111
050	In section D. PROPOSAL ELEMENTS & EVALUATION CRITERIA, the following is requested: "detailed descriptions of the proposing Consultant (to include the prime, key team members and major subconsultants)" Could the Port Entities please clarify if firms are required to provide information regarding the implementation team in their proposals? If so, where would this be located?	You may attach resumes of your proposed key team members as attachments to your proposal, up to one page per person. Or, you can summarize the experience of your key team members without attaching resumes. If you do attach resumes, they will not count toward the 15-page limit and you may remove identifying information from the resumes if desired.	Q-004111

051	In the event firms are required to provide information regarding their team members, could the Port Entities kindly clarify if this information would count towards the 15-page limit?	Attached resumes, up to 1 page per person, do not count toward the 15-page limit.	Q-004111
052	Could the Port Entities kindly consider extending the page limit, considering the depth of information being requested?	No. However please keep in mind that requested attachments and resumes do not count toward the 15-page limit.	Q-004111
053	Could the Port Entities please clarify if section "Initial Task Order" which requests a Statement of Work, is included inside the 15-page limit?	You may include the Initial Task Order (Assessment Project) Statement of Work as an attachment and that will not count toward the 15-page limit.	Q-004111
054	In the event firms advance to the Final Evaluation Phase, could the Port Entities kindly clarify if firms will be allowed to provide reference from commercial organizations?	Yes.	Q-004111
055	In the event that firms are subcontracting, could the Port Entities please confirm if the subcontractor can bid as a prime vendor or with other prime vendors, too?	Yes.	Q-004111
056	Can firms add subcontractors at a Task Order level?	Yes.	Q-004111
057	Does the Port Entities have a preference for a configurable COTS/SaaS platform, or custom-developed solution?	See Question 29.	Q-004110
058	Who is the incumbent vendor currently providing similar services?	See Question 7.	Q-004110
059	Is the incumbent vendor allowed to participate in this RFP?	See Question 7.	Q-004110
060	What are the current limitations and challenges that you are facing?	Currently, a majority of our gateway performance metrics are collected in a multitude of different manual formats (excel sheets, emails, PDFs, etc) in either weekly or monthly cadences. We are looking to build the infrastructure to collect the same data we use today directly from source systems on a more consistent basis.	Q-004110
061	Could the Port Entities clarify whether the Consultant selected for the Assessment will have an opportunity to perform the subsequent implementation, or whether the implementation will be separately competed?	See Question 2.	Q-004110
062	Could the Port Entities provide an overview of the current data consolidation and reporting environment, including the existing technology stack, databases/data repositories, integration tools, reporting platforms, and hosting environment?	See Question 60 for additional context. Currently, our reporting environment primarily lives in Power BI dashboards published internally and embedded on our website. A majority of the data we collect is a mix of sharepoint lists, an internal reporting database, and a collection of APIs from third party data sources that are all housed in Azure database by the Port of Tacoma IT team.	Q-004110
063	Could the Port Entities provide an inventory of the current data sources expected to be evaluated during the Assessment, including source system/platform, data owner, interface method, data format, and approximate data volume?	See Questions 19, 28. Additionally, see Attachment E (Requirements) Data Ingestion section. Consultant will need to coordinate with MTO technical staff regarding interface methods (likely SFTP and/or API) as it could vary.	Q-004110
064	The requirements indicate that the initial implementation is anticipated to ingest data from five International Container Terminal Operators, while another requirement references up to six external MTOs. Could the Port Entities confirm the number of MTOs that should be assumed for the initial implementation and pricing?	See Question 5. Assume no more than 6 MTOs for pricing.	Q-004110
065	What Terminal Operating Systems (TOS) are currently used by each of the MTOs expected to participate in the initial implementation?	See Question 4.	Q-004110

066	Will the Port Entities coordinate and facilitate access to MTO technical teams, or will the selected Consultant be responsible for establishing those relationships and obtaining the required technical/data access?	NWSA staff will facilitate introductions between Consultant and MTO technical teams. The selected Consultant will not be responsible for establishing those relationships. Once introductions are made then the selected Consultant will be responsible for coordinating directly with MTO technical staff to establish, monitor, and maintain integrations.	Q-004110
067	Are APIs currently available from the MTO/TOS environments, or should the Consultant assume that API development and/or coordination with third-party TOS vendors may be required?	The solution must be capable of ingesting data using multiple methods as this could vary depending on the source. See Attachment E (Requirements) Data Ingestion section.	Q-004110
068	Is historical data expected to be migrated into the new solution during initial implementation? If yes, approximately how many years of historical transactional and aggregated data should vendors assume?	Historical data is not expected to be migrated during initial implementation but could be considered for future improvement after initial implementation.	Q-004110
069	Where is historical terminal and operational data currently stored, and in what formats?	See question 62 for context. The raw data comes from weekly manual inputs of aggregated terminal metrics collected by terminal operators and input into shared excel docs and transposed into our internal IT reporting structure (sharepoint list > Azure).	Q-004110
070	Does the Port Entities have an existing or preferred centralized data repository, data warehouse, data lake/lakehouse, or cloud data platform that the proposed solution is expected to utilize, or should the Consultant recommend and establish the centralized data repository as part of the solution?	The proposed solution is not expected to utilize any existing cloud data platform that is provided by the Port Entities. See Question 23.	Q-004110
071	Approximately how many dashboards, reports, KPIs, and operational metrics should vendors assume for the initial implementation cost estimate?	See Attachment E (Requirements) Row 11 for the types of reporting required for Initial Implementation.	Q-004110
072	Does the Port have a preferred BI/reporting platform, such as Microsoft Power BI, Tableau, etc.,?	We currently use Microsoft Power BI for the majority of our existing reports and dashboards.	Q-004110
073	What are the anticipated numbers of internal Port/NWSA users, MTO users, administrators, and future external/public users?	For the initial implementation, we anticipate up to 50 internal Port/NWSA viewing users, and up to 5 administrators. Portals for MTOs, Shippers, and the Public are not required for initial implementation but will be considered for future expansion/enhancements and the number of users for those has not yet been determined.	Q-004110
074	Does the Port Entities have a preferred cloud provider or technology ecosystem for the solution, or may vendors propose AWS, Microsoft Azure, another U.S.-hosted SaaS environment, or a vendor-managed platform?	As this is a vendor-managed SaaS solution, the Port Entities do not have a prescribed cloud platform/ecosystem as long as other requirements are satisfied.	Q-004110
075	Is there a target go-live date or desired implementation duration for the subsequent Initial Solution Implementation project anticipated for 2027?	We anticipate requesting project authorization for the Initial Implementation project shortly after completion of the Assessment project, likely in Q1 or Q2 2027. We assume there will be a phased go-live with MTO data on-boarding throughout 2027, and possibly into early 2028.	Q-004110
076	The RFP requires the Consultant to address data quality, validation, governance, and security. Could the Port Entities clarify whether an existing enterprise data governance framework is currently in place that the Consultant must align with, or whether the Consultant is expected to develop the governance model from the ground up?	Since the Consultant will be the data consolidator (3rd party aggregator), the Port Entities would like to understand how the Consultant proposes to handle data quality, validation, governance, and security. For this response, please share your firm's best practices, existing governance models, and how you would handle these as part of this engagement.	Q-004110
077	Could the Port Entities clarify whether remote and/or offshore resources may be utilized as part of a blended delivery model, and whether there are any U.S.-based staffing, data residency, data access, or security restrictions applicable to personnel supporting the solution?	Remote/offshore resources may be utilized. However, meetings will need to be held and support will need to be provided during US Pacific Timezone hours. Also see Question 30.	Q-004110

078	Attachment B, Section 19.c — Indemnity for cyber-related risk. As written, the Consultant indemnifies the Port Entities for any liability "resulting from or out of any cyber-related risk" with no causation or fault standard, and Section 19.d makes the obligation survive termination without limit. Because the Port Entities have indicated a preference for an externally hosted SaaS solution, this provision would make any Consultant the uncapped indemnitor for events outside its control, including the hosting environment's own security incidents and the terminal operators' transmission security. Proposed alternative language: "Consultant shall indemnify, defend and hold harmless the Port Entities from liability, expense, fines, penalties, cost, demand, or other obligation resulting from any cyber-related risk to the extent caused by the negligent acts, errors, or omissions of the Consultant, its subconsultants, or agents. Consultant's total liability under this Section 19.c shall not exceed the greater of the Cybersecurity Liability Insurance limit required under Section 23.b.vi or the total compensation paid under this Agreement." This is in the Port Entities' best interest because it aligns the indemnity with insurable and controllable risk, keeps the Port Entities' recovery fully backed by the required \$5,000,000 cyber policy, and avoids every proposer pricing an uninsurable exposure into its compensation.	See Addendum 02.	Q-004114
079	The RFP, Attachment A, Submittal Process, limits submittals to 20 MB in total size. The Procurement (Vendor) Submission Portal Process document limits submittals to 9 MB. Please confirm which limit governs this procurement.	It is 20 MB.	Q-004114
080	Section D and Attachment A of the RFP state that Final Evaluation Phase points "shall replace" Initial Evaluation Phase points and that "final selection shall be based on the Oral Presentation score." The Procurement Submission Portal Process document states that "final selection will be based on the accumulative score." For shortlisted proposers, please confirm whether the written proposal score carries into final selection or is replaced by the oral presentation and best-and-final scores.	For shortlisted proposers, the written proposal score does NOT carry into final selection (oral presentation scores only) or best-and-final scores.	Q-004114
081	Please provide the current and planned source-system inventory for the initial implementation, including each terminal operating system vendor/version, available APIs or transfer methods, applicable EDI message sets, estimated daily transaction volumes, required refresh latency, historical backfill period, and whether the Port Entities already possess the necessary data-access rights from each MTO.	See answers to previous questions (Specifically Question 4, 19, 41). Port Entities have or will have data access agreements with each participating MTO.	Q-004113
082	Please provide the cybersecurity self-assessment or identify its minimum control framework and passing criteria, together with any mandatory hosting region, data-residency, SSO, encryption, audit logging, SIEM integration, vulnerability-testing, RTO, RPO, or security-certification requirements that proposers should incorporate into solution design and pricing.	The Port's Vendor Cybersecurity Self-Assessment Questionnaire will be provided at the appropriate stage of the procurement process. At this time, the Port is not prescribing specific requirements for hosting region, data residency, security certifications, or other technical security controls other than what is stated in Attachment E (Requirements). Proposers should be aware that the Port's cybersecurity program is aligned with the NIST Cybersecurity Framework (CSF) 2.0 and operates within the regulatory requirements applicable to federally regulated maritime facilities, including cybersecurity requirements under 33 CFR Part 101 Subpart F. RTO expectation is 48 hours and RPO expectation is 24 hours.	Q-004113

083	Please confirm whether the Initial Solution Implementation Task Order is expected to be negotiated exclusively with the consultant receiving this MSA, and whether the implementation pricing submitted with this proposal is a planning estimate that may be revised based on approved Assessment findings or a binding ceiling for the future Task Order.	See Question 2.	Q-004113
084	Please confirm that Section 6 ownership of "custom code or custom reports" excludes the consultant's pre-existing platform, reusable components, generic connectors, data models, development tools, and platform improvements, with the Port Entities receiving the licenses and usage rights necessary to operate the delivered solution.	The Port Entities can agree to this comment provided the agreement expressly grants the Port Entities the perpetual right to use all consultant-owned components that are embedded in, required by, or necessary to operate the delivered solution. Without those license rights, the Port's use of the deliverables could be limited or impacted.	Q-004113
085	Would the Port Entities accept satisfaction of the \$4 million professional liability and \$5 million cyber liability limits through a combination of primary and excess or umbrella policies, and would lower limits be considered during the Assessment Task Order before production implementation begins?	See Addendum 02.	Q-004113
086	What was the annual spend under the previous contract for these services?	No previous contract for these services.	Q-004112
087	If this is a new contract, what is the estimated annual budget?	See RFP Section C (Scope of Services) for anticipated costs for Assessment and subsequent Initial Implementation projects. Budget for subsequent years has not been determined.	Q-004112
088	Is the agency open to a hybrid delivery model utilizing a combination of onshore and offshore resources?	See Question 77.	Q-004112
089	Will the work be performed onsite, remotely, or through a hybrid arrangement?	See Question 18.	Q-004112
090	Would it be possible to consider a 1–2 week extension to the proposal submission deadline?	See Addendum 01 for updated solicitation timeline.	Q-004112
091	Is this contract intended for a single vendor or for multiple vendors?	See RFP Section A (Purpose): Port Entities anticipate awarding one (1) non-exclusive Master Services Agreement (MSA) to the selected Consultant.	Q-004112
092	Who is the current or previous incumbent vendor for these services?	See Question 7.	Q-004112
093	Are there any challenges, gaps, or pain points with the current solution or contractor that the agency is looking to address through this procurement?	See Question 60.	Q-004112
094	Is there a projected contract award date and anticipated start date?	See Question 24.	Q-004112
095	Are there any mandatory subcontracting goals associated with this contract? We intend to clarify if it is mandatory for vendors to subcontract any part of work with any small or minority businesses in order to meet the diversity goals?	No mandatory subcontracting goals.	Q-004112
096	Is there a projected award and start date?	See Question 24.	Q-004112
097	Do all 5 terminals produce the same EDI transaction sets, or does coverage vary by terminal?	See Questions 19, 28, and 38.	Q-004115
098	What did the 2024 CargoSprint/Advent eModal and Wabtec proof-of-concept engagements build, and what was learned about data availability/quality/MTO cooperation? Is documentation shareable?	See Question 38.	Q-004115
099	Do MTOs expose APIs today, or does API access need to be negotiated per-terminal as part of this engagement?	See Question 81.	Q-004115
100	Approximate daily/monthly transaction volume per terminal (container moves, gate transactions, EDI messages/day)?	See Question 41.	Q-004115

101	Expected concurrent user count for dashboards/portal (Port staff, NWSA, terminal operators, future shippers/carriers)?	See Question 73.	Q-004115
102	Does the Port have a hosting preference or constraint (Azure, AWS, GCP, no preference)?	See Question 74.	Q-004115
103	Is vendor-hosted SaaS acceptable, or must data reside in Port-controlled infrastructure given public-records retention obligations?	See Questions 29 and 74.	Q-004115
104	Is there an existing Port data warehouse, BI platform (Power BI, Tableau, etc.), or Port Communication Systems (PCS) backend this solution must integrate with rather than replace?	No.	Q-004115
105	What is the current/preferred network path from MTOs to the solution (existing VPN/private circuit, or new setup required per source)?	This could vary by source. There are no existing connections. Encrypted connections via HTTPS or SFTP over public network are acceptable.	Q-004115
106	Who owns data governance decisions across 5 independent MTOs - does the Port have authority to mandate data standards, or is this a per-tenant negotiation?	UPDATED: NWSA will negotiate data sharing agreements with the MTOs, but as we are expecting the selected vendor to connect, ingest, and store the data needed to populate the intended platform, data governance will be between vendor and MTO.	Q-004115
107	Does the Port have in-house technical staff who will co-own the solution post-implementation, or is a turnkey managed service expected?	This will be a managed service and Consultant will own the post-implementation support.	Q-004115
108	For the future Marine Terminal Portal, Shipper Portal, and public dashboard - is there a target timeline, or are these purely aspirational/future-phase?	These are aspirational future expansions/enhancements that will be considered after the initial implementation is completed.	Q-004115
109	Does the Port already have data-sharing agreements compelling each MTO to provide feeds, or does the consultant need to help negotiate access terminal-by-terminal?	UPDATED: There is only one formal data sharing agreement at the moment (Husky). The consultant will not be expected to negotiate the agreement for terminal to share data, but may need to negotiate individual data transmission/storage agreements directly with the terminals.	Q-004115
110	Does the Port already hold Power BI/Power Platform, Azure, or other relevant licenses that could reduce build effort?	The proposed solution should be offered as a subscription-based SaaS/managed service. As such, responsibility for the hosting environment, platform components, infrastructure licensing, and ongoing operational support resides with the Consultant. Existing investments that the Port Entities have in Microsoft technologies such as Azure, Power BI, and Power Platform may enable optional integration opportunities and user productivity enhancements, but the solution being proposed should not require those licenses for deployment, operation, maintenance, or support. Consequently, any existing licensing has minimal impact on solution costs.	Q-004115
111	Will the Port assign a technical counterpart/PM who actively participates, reducing vendor coordination burden, or is this a fully hands-off, vendor-owns-everything engagement?	There will be a project team made up of business and IT staff from Port Entities that will be actively working with the Consultant during all phases (Assessment, Initial Implementation, future enhancements, operational support). Port Entities will coordinate Consultant introductions and access to MTO staff. However, Consultant will own development, implementation, enhancement, and support of the solution and will need to interface directly with MTO technical staff after introductions are facilitated by NWSA.	Q-004115
112	Does 'externally hosted SaaS' preclude any specific certifications (e.g., FedRAMP/StateRAMP) for public-sector data handling, or is standard commercial multi-tenant SaaS hosting acceptable?	Standard commercial multi-tenant SaaS hosting environments are acceptable as long as requirements are met. FedRAMP/StateRAMP certifications are not required.	Q-004115

113	For Attachment E, Solution Requirements rows 40-44 (NIST, SOC 2 Type II, ISO 27001, CIS Controls and GDPR), each marked Future Requirement - Must Have: please clarify (1) the required implementation milestone or timeframe for compliance; (2) whether SOC 2 Type II and ISO 27001 require an independent report/certificate covering the consultant-operated application and service, or another form of evidence; and (3) whether associated future assessment/audit/certification costs should be included in the initial implementation estimate and first-year recurring price in Attachment D, or priced in the later authorized task order for these future requirements. We are asking to align the delivery schedule and complete cost coverage with the Port Entities requirements.	The intent of this area of the requirements is to get an understanding of what common Cybersecurity framework(s) the proposed solution follows or complies with. For responses to this requirement, the Port Entities will give preference to solutions that follow the Coast Guard Cybersecurity Requirements for the Maritime Transportation System (CFR 33 Part 101 Subpart F) and the NIST 2.0 Cybersecurity Framework. The Requirements Attachment E will be updated accordingly.	Q-004120
114	Does the Port anticipate requiring commercial/paid third-party data sources? If so, should those costs be included in the vendor's proposed budget, or will they be reimbursed separately by the Port?	Commercial/paid third-party data sources are not required for the Initial Implementation phase.	Q-004122
115	Page 4 requires proposals to incorporate all agreed terms with no exceptions, while Q&A 044 provides for a Subscription Agreement on the vendor's form negotiated prior to execution. Can the Port confirm whether SaaS-specific terms (limitation of liability, license scope and duration, service levels, and data use rights) may be addressed during that negotiation after award, or must be agreed during this question period? Can the Port also confirm that raising such provisions will not be viewed unfavorably in evaluation?	The terms and conditions on the MSA, must be negotiated during the question phase of the procurement. The SaaS agreement will be negotiated and reviewed by legal, risk management & contracts after MSA is awarded & prior to execution of SaaS. The Port Entities' can confirm we will NOT view unfavorable in evaluations. The evaluators are not aware of those negotiations.	Q-004123
116	Certain MSA provisions would not be addressed by a Subscription Agreement, including Section 13 (consent for change of control), Section 19 (indemnity), Section 22 (key personnel), and Section 11.a (uncapped correction obligation). Can these be amended only by addendum before the proposal deadline, and is the Port open to doing so?	Yes, provided they are submitted by question period deadline. See Addendum 03	Q-004123
117	Addendum 02 caps Consultant liability under Section 19.c, but Section 19.a remains uncapped with no fault standard. Can the Port confirm the 19.c cap governs all data and cyber claims regardless of subsection, and would the Port consider adding a general mutual limitation of liability and an exclusion of consequential damages?	See Addendum 03	Q-004123
118	Q&A 084 conditions Consultant retention of platform rights on the Port receiving a perpetual right to use all components necessary to operate the solution. Can the Port confirm that right is co-terminus with the subscription term, and that perpetual rights under Section 6 attach only to Port-specific custom code and reports?	Yes, that is correct.	Q-004123
119	Section 13 prohibits assignment to a non-related entity without prior written consent. Can the Port confirm that assignment to an affiliate, or a change of control by merger, equity financing, or sale of substantially all assets, is permitted on written notice, and that consent otherwise will not be unreasonably withheld?	Any proposed novation or assignment is subject to prior written consent. As a condition of that consent, the proposed assignee must agree to the contract terms and conditions in force at the time of the novation or assignment.	Q-004123

120	Section 29 provides that the MSA Terms and Conditions supersede and control over Exhibits. If the Subscription Agreement is an Exhibit, can the Port clarify which subjects it governs, and confirm its service level, security, warranty, and liability provisions are not overridden by the MSA?	The language in the Port's MSA and Standard Terms and Conditions will take precedence over the vendor's documents.	Q-004123
121	The Q&A 014 note states ingested data cannot be re-used, sold, or monetized without written consent of the data owner. Can the Port clarify whether this prohibits internal use of aggregated or de-identified data for quality monitoring, data validation, anomaly detection, and service improvement, and whether the Port would consent to such use?	This does not prohibit internal use of aggregated or de-identified data for quality monitoring, data validation, anomaly detection or service improvement.	Q-004123
122	Q&A 085 was answered by reference to Addendum 02, which marks Section 23 as unchanged. Can the \$4M professional liability and \$5M cyber limits be satisfied through a combination of primary and excess or umbrella policies, and are full limits required at execution of the \$100,000 Assessment Task Order or only prior to Initial Implementation?	Yes, they can use a combination of primary, excess and umbrella to meet the requirements and the Port Entities rather not wait for implementation to have all the insurance.	Q-004123
123	Section 3 requires the Consultant to warrant it holds no economic interest conflicting with the Services. Would a Consultant's existing or future commercial relationships with marine terminal operators, ocean carriers, or Class 1 railroads, including entities participating as data providers here, be considered a conflict?	No	Q-004123
124	Q&A 083 was answered by reference to Q&A 002, which addresses vendor continuity rather than pricing. Is the Initial Implementation amount submitted in Attachment D a planning estimate subject to revision based on approved Assessment findings, or a binding not-to-exceed ceiling for the future Task Order?	It is a confident estimate that may be revised following the Assessment project if new requirements are discovered during the Assessment that are not captured in Attachment E (Requirements). These can be incorporated into the SoW that is a deliverable of the Assessment project and may impact cost or scope of the Initial Implementation project Task Order.	Q-004123
125	RFP Section D requires all quoted rates to be full cost inclusive of sales tax, while the Task Order template states the not-to-exceed amount plus applicable Washington State Sales Tax. Should proposed pricing be stated inclusive of WSST, or exclusive with tax added at the Task Order level?	Quote prices exclusive of WSST.	Q-004123
126	Q&A 081 states the Port Entities have or will have data access agreements with each MTO, Q&A 109 states only one exists and the Consultant may need to negotiate transmission and storage agreements directly with terminals, and Q&A 106 places data governance between Consultant and MTO. Can the Port reconcile these, and confirm whether MTO-caused delay entitles the Consultant to schedule relief and a change order under Section 12 on fixed-price Task Orders?	The NWSA will be responsible for negotiating a data sharing agreement with all our international container terminals, with the intent to onboard each one. Data sharing can be defined as an MTO adhering to transmission of any data needed to fulfill the metrics reporting that includes categories listing in Attachment E. Initial phase will include onboarding all MTOs we have signed up at the time, with follow-on phases to include additional onboarding terminals. Additional agreements mentioned in previous questions reference the potential agreements needed between vendor and MTO that cover technical data transmission, data storage, governance, & retention, and handling of information within data feeds that fall outside of the scope of the NWSA data sharing agreements (ex. NWSA will not request customer specific ownership or container contents). Consultant will not be responsible for MTO-caused delays, and initial phase will only include terminals where data sharing agreements already exist.	Q-004123

127	Attachment E requires 99.90% uptime but does not state how availability is measured. Can the Port confirm whether scheduled maintenance is excluded, whether availability is measured at the platform and reporting layer rather than including MTO source feed availability outside the Consultant's control, and whether service credits are the agreed remedy?	Scheduled maintenance and source feed availability outside of Consultant control are excluded from uptime measurement requirements. However, Consultant will be responsible for monitoring source feeds and working with source feed providers (MTOs) to troubleshoot integration issues. The detailed requirements will be finalized during the Assessment project, in collaboration with the selected Consultant, and incorporated into the resulting SoW/Task Order for the Initial Implementation project.	Q-004123
128	Attachment D requests only first-year recurring service and support costs, while Section 25.d provides that rates remain in effect for the contract term with CPI-based adjustment no more than annually. Does the year-one subscription price govern subsequent years, should proposers submit out-year subscription pricing, and how are subscription fees adjusted when scope expands under future Task Orders?	Proposal should include an estimate of year 1 costs in Attachment D. Subsequent years may have CPI-based adjustments. If scope of future Task Orders has an impact on recurring service costs then those can be amended as part of the future Task Order.	Q-004123
129	Can text in graphics, tables, exhibits, and legal fine print be exempt from the minimum 10pt font requirement?	Yes, as long as the text is legible.	Q-004125
130	Section 20 - General Insurance Requirements / Waiver of Subrogation Can we request that the waiver of recovery and subrogation requirements apply to losses caused by Vendor rather than losses "regardless of cause." Omit / Modify: "regardless of cause." Add: A causation standard limiting the waiver to applicable losses arising from Consultant's acts or omissions. Updated Clause: 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 relate to this Agreement and that is caused by the Consultant. This waiver applies to 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, to the extent arising from the Consultant's acts or omissions. The Consultant agrees to procure an endorsement from its insurance carrier(s) waiving the insurer's rights of subrogation against the Port Entities consistent with the foregoing. Would the Port Entities agree that Vendor's waiver of recovery and subrogation apply to claims arising from Vendor's acts or omissions and not extend to losses caused by unrelated third parties? Reasoning: The revision limits the waiver to losses arising from Vendor's acts or omissions rather than losses caused by unrelated third parties. This preserves the Port Entities' protection for Vendor-caused events while maintaining appropriate recovery rights against responsible third parties.	Port Entities does NOT agree.	Q-004142

131	We understand that the MSA is currently intended only for the Consolidation Data Services cope, while the solution implementation is expected to be undertaken at a later stage under separate engagement. In this context, could you please clarify at what state the proposed SaaS agreement is expected to be executed and submitted? Specifically, would the SaaS Agreement be required as part of the current Consolidation Data Services engagement or only upon commencement of the solution implementation phase? This clarification will help us appropriately align the contractual documentation with the relevant scope of services and implementation timeline?	The MSA shall cover services performed by the selected Consultant in providing services related to Data Consolidation and Reporting for the Port Entities. As stated in the RFP and in Question 002, we intend to issue one MSA to the selected Consultant. Using this MSA, we intend to issue one Task Order right away for the Assessment phase project. If the results of the Assessment project indicate that we should move forward to the Initial Implementation phase then we intend to issue another Task Order under the same MSA to the selected Consultant (same Consultant listed above) to undertake the Initial Implementation phase Project. The costs for the Initial Implementation phase will most likely require that Project be authorized by the NWSA Managing Members (Commission) before the project is initiated. We also foresee future expansion and enhancement opportunities to the solution to add additional data sources, reporting, and other capabilities. As long as Consultant performance and price remains acceptable, we intend to continue using the MSA and Consultant selected by this RFP for those future Project Task Orders for the life of the MSA. The SaaS agreement would need to be in place before the Port Entities would be responsible for paying any costs associated with the SaaS component of the solution. This would likely be at some point during the Initial Implementation phase project.	Q-004145
132	Regarding Add. 2, We understand that the Code referred here pertains to the solution implementation which would occur at a later stage, however while we understand that all Custom Reports and Custom Code, specifically created for the Port under the MSA may be owned by the Port Entities, we would like to request modification of the existing clause to clarify that the intellectual proper rights, particularly in relation to the Consultant's pre-existing intellectual property, proprietary tools, methodologies, know-how and any related enhancements and including Customer Code and Reports shall remain vested with the Consultant.	See Addendum 03	Q-004145
133	The expectation is that once a Task Order is awarded, the successful Consultant will have exclusive responsibility for the services within the scope of that TO. For this Assessment project under this RFP, please confirm that awarded Consultant will be the sole provider for the relevant scope and that substantially similar services will not be performed by another consultant concurrently. This is important to ensure clear accountability, avoid duplication of effort and support efficient project execution.	Your assumption is correct. We do not anticipate issuing multiple Task Orders to multiple Consultants for the same scope of work.	Q-004145
134	RFP §D.5(c); Attachment D; Task Order template, Section D.5 asks for prices inclusive of sales tax, while the Task Order template refers to the contract amount plus applicable Washington State Sales Tax. Could the Port Entities kindly clarify whether Attachment D amounts should be quoted inclusive or exclusive of WSST, and whether the \$100,000 Assessment ceiling applies to the tax-inclusive amount?	See question 125.	Q-004128

135	Attachment E row 11; Q&A #60, #62, #71Would the Port Entities be able to share examples of the current terminal metric templates, a list of the existing reports and KPI definitions, and the approximate number of reports and dashboards expected for the initial implementation?	Most of reports and KPIs desired in the initial phase are all covered within the 'Data Aggregation & Processing' and 'Reporting & Analytics' sections of Attachment E. Generally, we are looking to track 4 different areas of marine terminal operations, each with their own KPIs: Terminal Activity - Container moves by gate, rail, local, vessel Terminal Inventory - Container counts and dwell by rail and local Transaction Time reporting - Times between container vessel discharge to gate out/rail out, gate in/rail in to container vessel load, and truck appointment bookings by rail, local, carrier Vessel forecast - ETA/ETD, ATA/ATD, expected discharge/load volumes, and container status by carrier Other considerations: drill down in aggregated averages, by rail/local, container type (size, full/empty, refrigerated) ** Full list to be determined in detailed requirements gathering during the Assessment project.	Q-004128
136	Attachment E row 11; Q&A #32For gate turn time in the initial implementation, would the Port Entities like this calculated from terminal gate transactions alone, or is the intention to include truck tracking data from the Port Community System at a later stage?	For the initial implementation project, this would be from terminal gate transactions alone but future enhancement projects may also incorporate truck tracking data.	Q-004128
137	Q&A #106, #109Following the updated responses, would the Port Entities be able to share the key terms of the existing data-sharing agreement, or a template, so that proposers can plan the data transmission and storage arrangements with each terminal consistently?	Data sharing agreements include providing transaction level data for each container vessel discharge/load, gate out/rail out, gate in/rail in, and incoming discharge projection of the following transmitted at no later than the daily level: • Container number • Cargo type (refrigerated, auto, breakbulk, RoRo, dry, etc.) • Container status (full vs empty) • Container size • Vessel of discharge • The number of reservations in the prior month, including fulfilled, "no-show," and cancelled reservations	Q-004128
138	Attachment E row 39; Q&A #82Attachment E refers to 33 CFR Part 105, Subpart F, while Q&A #82 refers to 33 CFR Part 101, Subpart F. Could the Port Entities kindly confirm which reference applies and what obligations, such as incident reporting, would extend to the Consultant?	See question 113.	Q-004128
139	Attachment B §27.c (Addendum 02); Q&A #8Q&A #8 indicates that Section 27.c has been removed, and the section still appears in the Attachment B issued with Addendum 02. Could the Port Entities kindly confirm the intended position?	Accidentally left off of Addendum 02, it will be removed in Addendum 03.	Q-004128

140	RFP §C; Q&A #3, #75 Given the phased onboarding of terminals through 2027, would the Port Entities consider structuring the implementation Task Order with per-terminal onboarding milestones, so that payment follows the completion of each terminal?	Yes. That would be a preferred approach.	Q-004128
141	If permission is granted by the marine terminals to secure this data, is the intention to replace the current spreadsheets? Affirmatively, have the marine terminals agreed to allocate the technical resources on their end needed to create the connectivity and data processing?	Intent would be to replace the existing method of manual data collection. Yet to be determined if historic reporting would be incorporated into the new solution. There is not currently a defined agreement on marine terminals commitment of technical resources to support connectivity. This could be incorporated into future data sharing agreements between NWSA and marine terminals. NWSA will also consider any resources/funding needed for terminals to close any technical gaps on the terminal side as a part of these agreements.	Email
142	Can you characterize the data in more specific terms? For example, performance data vs. terminal metrics. Performance data being gate turn times or moves per hour etc. Metrics being throughput or lifts; import, export, rail, empties, etc.	See Question 135.	Email
143	What does NW Seaport Alliance intend to do with the consolidated terminal data? Publish performance metrics by terminal or simply Terminal metrics? Or by the Alliance as a whole? Or both?	Detailed performance metrics by terminal would be used by Port Entity staff. Selected aggregated gateway-wide performance metrics would be shared with stakeholders. Some examples: Terminal operator visibility to see how their terminal performs compared to the gateway-wide averages or providing aggregated gateway-wide metrics to a broader set of stakeholders.	Email
144	What is the current exchange method for EDI messages for each of all the 5 Terminals?	See Questions 19, 28, and 63.	Email
145	The Port does not intend to host the internal technology infrastructure; does it mean no microservices deployment will be allowed in the Terminal local infrastructure?	The Port Entities do not provide the IT infrastructure for the terminal operators. The technical integration mechanisms would need to be worked out between the selected Consultant and each terminal operator's technical staff. See Questions 19, 28, and 63.	Email

146	Attachment B: Section 29 - Order of Precedence May we request that Section 29 be revised to establish a defined hierarchy recognizing Project-specific Statements of Work and Task Orders. Omit: "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." Replace With: "For the avoidance of doubt, in the event there are statements of works, Task Orders, Purchase Orders and/or Exhibits to this Agreement, the order of precedence in order of importance shall be: (1) the statement of work, (2) the Task Order, (3) Terms & Conditions of this Agreement, and (4) the Exhibits." Updated Clause 29. Order of Precedence For the avoidance of doubt, in the event there are Statements of Work, Task Orders, Purchase Orders and/or Exhibits to this Agreement, the order of precedence in order of importance shall be: (1) Statement of Work; (2) Task Order; (3) Terms & Conditions of this Agreement; and (4) Exhibits. Rational: Project-specific SOWs and Task Orders contain the detailed requirements applicable to each engagement. Giving these documents precedence provides flexibility for individual Projects and establishes a clear hierarchy for resolving inconsistencies.	See Addendum 03	Q-004144
147	Section 21(a) - Remedies Can we request to omit: "Rights under this Agreement are cumulative and nonexclusive of any other remedy at law or in equity." Replace With: "Rights under this Agreement are exclusive and in lieu of any other remedy at law or in equity." Updated Clause: a. Remedies: Rights under this Agreement are exclusive and in lieu of any other remedy at law or in equity. Would the Port Entities agree to the above revision? Reasoning: The revision provides greater certainty by making the remedies negotiated in the Agreement the governing remedies between the parties. This reduces the potential for overlapping or duplicative recovery.	See Addendum 03	Q-004143

148	Section 19(c) - Cyber Indemnification of Attachement B Can we request to omit: Section 19(c) in its entirety, including the separate cyber indemnification obligation and associated liability threshold. No separate replacement subsection is proposed. Applicable cyber risk would be addressed through the Agreement's indemnification, limitation-of-liability, cybersecurity, and insurance provisions. Updated Clause: If accepted, Section 19 would contain no standalone cyber indemnification subsection. The existing survival provision would be renumbered as appropriate: c. The provisions of this Section 19 shall survive the expiration or termination of this Agreement. Rational: Cyber risk is addressed through other contractual liability and insurance provisions. Removing the separate cyber indemnity avoids overlapping liability standards and provides a clearer overall risk framework.	See Addendum 03	Q-004141
149	Section 19(b) - Employee Claims / Title 51 RCW Can we request that Section 19(b) be limited to employee bodily injury or death claims arising in the course of performing the Services, exclude claims resulting from the Port Entities' sole negligence or willful misconduct, and be subject to the proposed Limitation of Liability provision. Updated Clause: b. Subject to the Limitation of Liability provision of this Agreement, with respect to claims brought by Consultant's own employees against the Port of Tacoma and the Northwest Seaport Alliance arising out of bodily injury or death occurring in the course of performing Services under this Agreement, and solely for the purpose of this indemnification and defense, Consultant specifically waives any immunity under the state industrial insurance law, Title 51 RCW. This waiver shall not apply to claims arising from the Port Entities' sole negligence or willful misconduct. Consultant's indemnity obligations under this subsection shall be subject to the Limitation of Liability provision of this Agreement. Consultant recognizes and agrees that this waiver was the subject of mutual negotiation. Would the Port Entities agree to the above revision? Reasoning: The revision preserves the applicable Title 51 RCW waiver while limiting it to employee bodily injury or death claims arising from the Services. It also clarifies that Vendor is not responsible for claims resulting solely from the Port Entities' negligence or willful misconduct.	See Addendum 03	Q-004140

150	In Section 19(a) of Attachment B, Indemnity / Hold Harmless, we request that the existing broad indemnification provision be replaced with an indemnity tied to specified third-party claims arising from Vendor's negligence or willful misconduct. Omit: NWSA's broad indemnification covering "any liability, claims, damages, losses, expenses or actions" caused by or arising from acts or omissions of Consultant and its personnel, subcontractors, agents or invitees. Replace With: Updated 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 third-party claims for personal injury, property damage, or intellectual property infringement by Consultant's pre-existing materials incorporated into the deliverables, and related damages, losses, expenses or actions, including reasonable attorney's fees and costs, but only to the extent such third-party claims arise from Consultant's negligence or willful misconduct, excluding to the extent caused by the negligence or willful misconduct of the Port Entities, Port Entities' specifications or instructions, or Port Entities' modification or misuse of deliverables. Consultant may control the defense and settlement of any such covered third-party claim, provided that Consultant shall not settle any such claim in a manner that admits fault of, or imposes any non-monetary obligation on, the Port Entities without the Port Entities' prior written consent, not to be unreasonably withheld. The Port Entities shall provide prompt written notice of any claim, cooperate in the defense, and not settle or compromise any claim without Consultant's prior written consent.	See Addendum 03	Q-004139
151	Would the Port Entities agree to replace Section 19(a) with the above provision? Reasoning: The proposed language aligns indemnification with specified third-party claims attributable to Vendor's negligence or willful misconduct. It preserves meaningful protection for the Port Entities while establishing clear responsibility and claims-management procedures.	See Addendum 03	Q-004139

152	Section 15 - Disputes We request that Section 15 be revised to establish defined dispute-resolution timeframes and reciprocal rights. Would the Port Entities agree to replace Section 15 with the below provision? Omit / Replace: The existing Section 15 dispute process, including the Port Entities' unilateral right to join disputes with other claims. Replace With: Updated Clause 15. Disputes If a dispute arises relating to this Agreement and cannot be settled through direct discussions within thirty (30) days, 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. If mediation is unsuccessful within sixty (60) days after commencement, either party may pursue other remedies available at law or in equity. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its confidential information or intellectual property rights without first engaging in mediation. Nothing in this Section shall prevent Consultant from suspending performance of Services during any dispute in which the Port Entities has failed to pay undisputed amounts due under this Agreement for more than thirty (30) days. Reasoning: The revision establishes clear timelines for negotiation and mediation while preserving appropriate legal remedies. This creates a predictable escalation process and encourages timely commercial resolution of disputes.	See Addendum 03	Q-004138
153	Section 14 - Protection and Preservation of Property We request to omit: "Take any action necessary, or that the Port Entities may direct" Would the Port Entities agree to the below revision? Replace With: "Take commercially reasonable actions" Updated Clause: Take commercially reasonable actions 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. Reasoning: A commercially reasonable standard provides an objective and proportionate obligation while maintaining Vendor's responsibility to protect applicable Port property. This gives both parties greater certainty regarding the required level of performance.	See Addendum 03	Q-004137

154	Attachment B, Section 14 - Termination for Convenience / Materials We request that the requirement to provide materials following termination for convenience be limited to applicable Project materials prepared for the Port Entities, in Consultant's possession or control, and paid for under the Agreement. Would the Port Entities agree to the below revision? Omit / Modify: The unrestricted requirement to provide "such other information and materials as the Consultant may have accumulated in performing this Agreement." Add: An express exclusion for Consultant's internal work papers, proprietary tools, pre-existing materials, and materials Consultant is not legally permitted to disclose. Updated Clause: No later than fourteen (14) calendar days after receipt of termination, deliver or otherwise make available to the Port Entities all Port Entities information, work product, deliverables, specifications, calculations, reports, estimates, summaries, and Project documentation prepared for the Port Entities in connection with this Agreement, whether completed or in progress, that are in the Consultant's possession or control and have been paid for under this Agreement; provided, however, the Consultant shall have no obligation to deliver or make available its internal work papers, proprietary tools, pre-existing materials, or materials the Consultant is not legally permitted to disclose, and all equipment/materials purchased specifically for this Agreement where the Port Entities have reimbursed the Consultant for such costs. Reasoning: The revision ensures the Port Entities receive paid-for Project work product in Vendor's possession or control while protecting Vendor's underlying proprietary and pre-existing materials. This provides clear transition rights for both parties.	See Addendum 03	Q-004136
155	Section 14 - Termination for Convenience Notice Can we request to omit: "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." Replace With: "The Port Entities may terminate this Agreement for convenience upon sixty (60) days' prior written notice to the Consultant." Updated Clause: d. Termination for Convenience: i. The Port Entities may terminate this Agreement for convenience upon sixty (60) days' prior written notice to the Consultant. Reasoning: Sixty days' notice allows for an orderly wind-down of personnel, subcontractors, and Project activities. It also gives the Port Entities adequate time for transition planning and continuity of Services.	See Addendum 03	Q-004135

156	Under Attachment B, Section 14 - Termination for Default / Delivery of Documents We request that the obligation to provide Project documentation following termination be qualified to protect Vendor and its subcontractors' internal, proprietary, pre-existing, and legally restricted materials. Would the Port Entities agree to the below revision? Add: "however the Consultant shall have no obligation to deliver or make available its or its subconsultants' internal work papers, proprietary tools, pre-existing materials or any materials the Consultant is not legally permitted to disclose." Updated Clause: 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; however, the Consultant shall have no obligation to deliver or make available its or its subconsultants' internal work papers, proprietary tools, pre-existing materials or any materials the Consultant is not legally permitted to disclose, and all equipment/materials purchased specifically for this Agreement where the Port Entities have paid the Consultant for such items. Reasoning: The revision ensures the Port Entities receive relevant Project documentation while excluding Vendor's internal, proprietary, pre-existing, or legally restricted materials. This supports an orderly transition while protecting intellectual property and third-party obligations.	See Addendum 03	Q-004134
157	Under Attachment B in Section 14 - Consultant Right to Suspend or Terminate Would the Port Entities agree to add the below provision? Add: Updated Clause Notwithstanding the foregoing, Consultant may immediately terminate this Agreement or suspend performance of the Services upon written notice if: (A) the Port Entities fail to pay any undisputed amount due under this Agreement within sixty (60) days after the due date; (B) the Port Entities become insolvent, make an assignment for the benefit of creditors, or file or have filed against them a petition in bankruptcy; or (C) continuation of the Services would require Consultant to violate applicable law or professional standards. In the event of suspension under this provision, Consultant shall be entitled to payment for all Services performed through the date of suspension, and the period of performance shall be extended by the duration of any suspension. Reasoning: The provision gives Vendor limited rights in the event of prolonged nonpayment, insolvency, or where continued performance would violate applicable law or professional standards. Defined triggers and written notice provide clarity for both parties.	See Addendum 03	Q-004133

158	ATTACHMENT B – MASTER SERVICES AGREEMENT TEMPLATE AND TERMS & CONDITIONS New Section - Limitation of Liability Request: Vendor requests the addition of a Limitation of Liability provision establishing per-claim and aggregate liability limits and excluding special, consequential, incidental, indirect, and punitive damages. Add: Updated Clause Limitation of Liability The liability of Consultant on any single claim of any kind arising from or related to the formation, performance or breach of the Agreement or any Services, shall not exceed the amount of fees for the Services actually paid to Consultant under the applicable Task Order or Statement of Work. The total liability of Supplier for all claims of any kind in connection with, arising from or related to the formation, performance or breach of the Agreement, or any Services shall not exceed in the aggregate the total amount of the fees for the Services actually paid to Consultant under the Agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CONSULTANT SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, OR CLAIMS OF CUSTOMER'S CUSTOMERS OR OTHER CONTRACTORS (OF ANY TIER) FOR ANY OF THE FOREGOING TYPES OF DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT OR REVENUES, LOSS OF USE, LOSS OF EQUIPMENT, SYSTEMS OR DATA, THIRD-PARTY CYBER-ATTACK, INTERRUPTION OF BUSINESS, COST OF REPLACEMENT POWER, COST OF SUBSTITUTE SERVICES, PRODUCT OR SOFTWARE, COST OF CAPITAL, DOWNTIME COSTS, INCREASED OPERATING COSTS. SUPPLIER SHALL NOT BE LIABLE FOR ADVICE OR ASSISTANCE THAT IS NOT EXPRESSLY PART OF THE SUPPLIER'S WORK SCOPE UNDER THE AGREEMENT. Would the Port Entities agree to add the above Limitation of Liability provision? Reasoning: A defined limitation of liability provides both parties greater certainty regarding contractual risk and aligns exposure with the value of the Services. This also supports predictable pricing and risk management throughout the Agreement.	See Addendum 03	Q-004132
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159	Section 7 - Disclosure / Confidential Information We request that the existing unilateral Disclosure provision be replaced with Vendor's proposed mutual confidentiality provision. Omit: "All information developed by the Consultant, all analyses or opinions reached by the Consultant (Instruments of Service) and all information made available to the Consultant by the Port Entities, shall not be disclosed by the Consultant without the prior written consent of the Port Entities." Replace With: Vendor's mutual confidentiality provision requiring both parties to protect Confidential Information, limit its use and disclosure, exercise reasonable care, and apply customary confidentiality exclusions. Updated Clause: 7. Disclosure / Confidential Information Customer and Consultant agree: (a) not to make use of any of the other Party's Confidential Information for any purpose other than permitted under these Terms and Conditions; (b) not to disclose any of the other Party's Confidential Information to any person except its employees, accountants, tax and legal advisors, agents and, in the case of Consultant, Consultant's subcontractors, who have a need to know such information to carry out the purposes for which the Confidential Information was disclosed, but only after such person has properly assumed obligations identical in principle to those in this Section 7 and Customer or Consultant, as the case may be, ensures that such person at all times complies with those obligations; (c) to employ diligent efforts and exercise reasonable care to protect the other Party's Confidential Information in the same manner and to the same extent the disclosing Party would protect its own confidential and proprietary information;	See Addendum 03	Q-004131
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160	(d) Neither Party shall disclose any of these Terms and Conditions or amounts paid under it to any person without the other Party's written consent, except to a Party's employees, accountants, tax and legal advisors and insurers, who have a need to know such information, but only where the Party ensures that such persons are under obligations of confidentiality identical in principle to those in this Section 7; and (e) "Confidential Information" refers to any and all information, material and data disclosed by one Party or its Affiliates to the other Party or its Affiliates, or obtained by a Party in connection with performing its obligations hereunder, directly or indirectly, orally, in any written form, or in any magnetically or electronically recorded form, or by drawings or inspection, and including: (i) information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, or marketing nature relating to the business operations of the other Party, (ii) applicable protected personal information, or (iii) any information supplied by the other Party that is marked or indicated to be "Confidential"; but shall not include information already lawfully known to or independently developed by the receiving Party without use or reference to the Confidential Information, disclosed in published materials by the disclosing Party, or generally known to the public at the time of disclosure. Neither Party makes any warranty as to the accuracy or completeness of its Confidential Information. Would the Port Entities agree to replace Section 7 with the above mutual confidentiality provision? Reasoning: The proposed language creates mutual confidentiality obligations and customary exclusions rather than imposing a broad, unilateral restriction on Vendor. This provides clearer and reciprocal protection for both Vendor and Port Entities information.	See Addendum 03	Q-004131
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161	Section 6 - Custom Code and/or Custom Reports Vendor Request Omit: "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." Replace With: "Any custom code or custom report to be developed by the Consultant for the Port Entities will be mutually agreed to in a SOW or Project." Updated Clause: 6. Custom Code and/or Custom Reports Any custom code or custom report to be developed by the Consultant for the Port Entities will be mutually agreed to in a SOW or Project. Would the Port Entities agree that ownership and licensing rights for custom code and reports will be mutually established in the applicable SOW or Project? Reasoning: Custom development may include Vendor pre-existing technology, third-party technology, or Project-specific development. Addressing ownership and licensing in the applicable SOW allows both parties to establish appropriate rights before development begins.	See Addendum 03	Q-004130
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162	Section 5(c) - Audit Rights Vendor Request: We request that Section 5(c) be revised to establish reasonable procedures governing the Port Entities' audit rights. Omit / Modify: "access to all records and documents, including financial data" Add / Replace With: Access to records and documents directly related to the Services, subject to not less than thirty (30) days' advance written notice, normal business hours, reasonable non-interference with Consultant operations, protection of specified confidential and proprietary information, and a limitation of one audit per calendar year unless otherwise required by applicable law or regulatory authority. Updated Clause: c. The Port Entities or its designated agent, and federal and state auditing authorities, upon advance written notice of not less than thirty (30) days to Consultant, have the right to audit this Agreement and access to records and documents directly related to the Services provided by Consultant under this Agreement for a period of not less than six (6) years after completion of all Projects or SOWs related to this Agreement or until resolution of any litigation related to this Agreement, whichever occurs last. Any examination and/or audit provided for under the Agreement shall: (i) be conducted during Consultant's normal business hours; (ii) be conducted in such a way as to neither delay the Consultant's work unduly nor interfere with Consultant's operations; (iii) not require the Consultant to disclose any sensitive and/or confidential information, such as but not limited to personal information of the Consultant's employees, cost or margin information forming the basis for stated prices of the Consultant's goods and services, trade secrets, or proprietary methodologies; and (iv) be limited to no more than one (1) audit per calendar year, unless required by applicable law or regulatory authority.	See Addendum 03	Q-004129
163	Would the Port Entities agree to the above revision? Reasoning: The revision preserves the Port Entities' audit rights while establishing reasonable parameters for notice, scope, timing, confidentiality, and frequency. This provides an effective audit process while minimizing operational disruption and protecting information unrelated to the Services.	See Addendum 03	Q-004129

164	We are raising the following during the clarification period to ensure alignment, as we understand that opportunities to address contractual deviations later in the procurement process may be limited. Our intent is to identify potential areas for discussion early while remaining flexible and committed to working collaboratively with the Port Entities toward mutually acceptable terms. Section 5(b) - Records and Other Tangibles Vendor Request: We request that Section 5(b), Records and Other Tangibles, be revised as follows: Omit: "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." Add / Replace With: "records of all activities performed for the Project, in providing the Services as created or maintained by Consultant in the ordinary course of business. Upon the Port Entities' reasonable notice (not less than thirty (30) days) and written request, the Consultant shall provide a copy of such records requested to the Port Entities, at the Port Entities' sole cost and expense for any reproduction, retrieval, or delivery costs incurred by Consultant. Records maintained by Consultant shall not include Consultant's internal work papers, proprietary methodologies, trade secrets, or confidential pricing information."	See Addendum 03	Q-004124
165	Updated Clause: 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 records of all activities performed for the Project, in providing the Services as created or maintained by Consultant in the ordinary course of business. Upon the Port Entities' reasonable notice (not less than thirty (30) days) and written request, the Consultant shall provide a copy of such records requested to the Port Entities, at the Port Entities' sole cost and expense for any reproduction, retrieval, or delivery costs incurred by Consultant. Records maintained by Consultant shall not include Consultant's internal work papers, proprietary methodologies, trade secrets, or confidential pricing information. Would the Port Entities agree to the above revision? Reasoning: This revision preserves the Port Entities' six-year records requirement while clarifying the scope of records to be maintained and establishing reasonable notice for retrieval. It also protects Vendor's proprietary and confidential information while ensuring the Port Entities retain access to relevant Project records.	See Addendum 03	Q-004124