

**Northwest Seaport Alliance
REQUEST FOR PROPOSALS
No. 070585**

**NORTHWEST SEAPORT ALLIANCE & PORT OF
TACOMA TOTAL REWARDS PROGRAM
CONSULTANT SERVICES**

Issued by
Northwest Seaport Alliance
One Sitcum Plaza
P.O. Box 2985
Tacoma, WA 98401-2985

RFP INFORMATION	
Contact:	Heather Shadko, Procurement
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Submittal Date	APRIL 28, 2017 @ 2:00PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'NWSA & POT TOTAL REWARDS PROGRAM CONSULTANT
SERVICES' IN THE SUBJECT LINE

The Northwest Seaport Alliance & Port of Tacoma
Request for Proposals (RFP) 070585
**THE NORTHWEST SEAPORT ALLIANCE & PORT OF TACOMA TOTAL
REWARDS PROGRAM CONSULTANT SERVICES**

The Northwest Seaport Alliance (NWSA) and Port of Tacoma (Port) are soliciting proposals from consultant firms qualified and interested in assisting the NWSA and the Port in designing, communicating, and developing a new Total Rewards Program along with an implementation plan. Only one contract will be awarded and it is intended to begin in early 2017 for one year with the option to renew for an additional year at the sole discretion of the NWSA.

A. BACKGROUND

The NWSA is an operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the fourth-largest container gateway in North America. Regional marine cargo facilities also are a major center for bulk, breakbulk, project/heavy-lift cargoes, automobiles and trucks.

The NWSA is governed by the two ports as equal Managing Members, with each Managing Member consisting of the five commissioners in each port. Each port's commissioners are elected at large by the citizens of their respective counties. To learn more about the NWSA visit www.nwseaportalliance.com.

The Port is an economic engine for South Puget Sound. More than 29,000 jobs are generated by port activity, which also provides \$195 million per year in state and local taxes to support education, roads and police and fire protection for our community. As a partner in the NWSA, the Port is also a major cargo gateway to Asia and Alaska. To learn more about the Port, visit www.portoftacoma.com.

Currently, the two organizations employ nearly 140 non-represented employees. Along with a competitive compensation plan, the NWSA and Port offer comprehensive health benefits to eligible employees, including medical, prescription drug, dental and vision benefits. In addition, the NWSA and Port provide eligible employees benefits to assist with eligible out-of-pocket health care expenses, life insurance, workers' compensation insurance and retirement benefits. While the NWSA and Port offer the key components of a Total Rewards Program, these components have not been identified collectively as a Total Rewards Program.

The NWSA's Standard Terms and Conditions are included as Attachment B to this RFP.

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

Proposals submitted with altered Terms and Conditions or conditioned on Terms or Conditions other than those included in this RFP without prior written agreement from the NWSA will be considered non-responsive and not considered for evaluation.

B. SCOPE OF SERVICES

Provide expertise (including project management) in assessing, designing and developing a Total Rewards Program including an implementation plan for the NWSA and the Port's non-represented employees. The scope will include but not be limited to:

Scope of Work:

The NWSA believes the work should be accomplished in two phases. The Consultant will be expected to conduct monthly project management meetings (in-person or over the phone) with the Project Task Force to guide the direction of the project as it progresses. Consultant will draft and review agendas and discussion guides with the Project Task Force prior to each meeting and each NWSA Managing Member or Port Commission briefing, as well as the agendas and materials for the stakeholders and employee engagement elements of the project.

Phase I – Assessment

Evaluate the current compensation and benefits programs and generate concepts for improving it through a Total Rewards approach. Gather and examine employee and Commission/Managing Member interests and priorities associated with developing a Total Rewards Program for non-represented employees of the NWSA and the Port.

Task 1: Interviews and Scoping

Initial Leadership Interviews: Consultant will conduct in-person interviews with the NWSA Managing Members and Executive team, and with the Port's Commissioners and Executive team to discuss and clarify project expectations, objectives, approach and scope. Interview findings will help inform the content of the project's final scope.

Scoping Workshop: The Consultant and NWSA/Port Leadership Groups will discuss key issues facing NWSA and the Port and identify leadership expectations and concerns for the Total Rewards design and implementation process.

Deliverables:

- Facilitate scoping workshop with the Project Task Force and Executive teams of the NWSA and the Port.
- Prepare agendas and discussion materials for workshop.
- Provide a written summary of workshop discussions to define specific components of a successful Total Rewards Program.

Task 2: Analysis of Current Compensation and Benefits Strategies

Consultant will review and analyze current NWSA and Port compensation and benefits programs and examine current policies.

Deliverables:

- Gather and analyze market data and compare current compensation and benefit programs to programs of similar, successful organizations, including the Port of Seattle, to ensure a competitive, cost effective, and market based approach.
- Create a report that presents a fully-loaded average cost per employee under the current compensation and benefits structure and identify high level cost implications associated with potential new programs.
- Educate and advise on healthcare reform, legislative and regulatory actions affecting benefit plans, and key strategic decisions that NWSA and the Port should consider in a Total Rewards approach.
- Provide ad hoc financial and historical studies and presentations as requested.

Task 3: Industry Benchmark Research, Employee Interviews and Surveys

Consultant will research and advise on local and national Total Rewards trends and new developments to help the NWSA Managing Members/Port Commissioners and Executive teams better understand the marketplace. Design and conduct employee surveys to ascertain employees' perspectives on current compensation and benefits programs and to understand what employees value relative to compensation and benefits (including healthcare, training, education, professional development and other items included in a Total Rewards approach).

Deliverables:

- Develop and conduct employee interviews and surveys.
- Perform industry benchmark surveys.
- Provide a written summary of employee survey results.
- Provide a written summary of industry benchmark survey data.

Task 4: Managing Member/Commission Briefing and Recommendations to Advance to Phase II

Conduct a public study session with the NWSA Managing Members and separately with the Port Commissioners to review the findings and recommendations to move forward in the development and implementation of a Total Rewards program.

Deliverables:

- Create a final assessment report documenting key findings and recommendations.
- Prepare draft and final meeting agendas, discussion guides, and expected outcomes of each meeting.

Phase II - Total Rewards Program Design and Implementation Plan

Task 5: Develop Total Rewards Program

Leveraging the information collected through Phase I, and in partnership with NWSA and the Port, draft the Total Rewards philosophy that will guide development of Total Rewards strategies.

- Develop short and long-range Total Rewards goals and objectives.
- Recommend proven programs and ideas to enrich NWSA's and the Port's employee culture and enhance their ability to attract, engage and retain talent.
- Draft Total Rewards Program design recommendations to be presented at a NWSA Managing Member meeting and Port Commission meeting (TBD).

Task 6: Develop Total Rewards Implementation Plan

Following approval of the Total Rewards Program design by the NWSA Managing Members and Port Commissioners, the consultant will draft a Total Rewards implementation plan.

Deliverables

- Draft final meeting agendas and discussion materials. Prepare written summaries following each meeting.
- Final Total Rewards Program implementation plan with detailed execution schedule.
- Training plan on the Total Rewards Program tailored to members of the Project Task Force, Human Resources and Executive teams.
- Communication strategy that educates employees on how the new program operates and the total value of the Total Rewards Program.
- Evaluation method to measure effectiveness of the Total Rewards Program throughout implementation.

Task 7: Board Adoptions and Plan Layout/Design

The final Total Rewards Program and implementation plan will be an attractively designed document approved and accepted by the NWSA and Port that will communicate the Total Rewards philosophy and strategy to stakeholders and employees. Following final Managing Member and Commission approval and adoption of the Program, consultant will design and provide a professional layout of the Total Rewards Program and implementation plan. The Total Rewards Program will be suitable for web posting and distribution to employees, the public, and stakeholders.

Deliverables:

- Final Total Rewards Program in format for web posting.
- Presentation to the NWSA Managing Members and Port Commissioners on final implementation plan.

C. QUALIFICATIONS:

The successful applicant should have extensive organizational strategic planning expertise and experience in developing and implementing a total rewards programs in both the public and private sectors. The successful applicant must be able to demonstrate strong capabilities in communications, public outreach, and in effective management of set agendas and schedules.

D. PROPOSAL ELEMENTS & EVALUATION CRITERIA:

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

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

The cover letter shall include the RFP Title and Number, Name, Title, Email Address, Phone Number and current Address of the submitting firm's main contact and include the following information:

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

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

INITIAL EVALUATION PHASE

1. Specialized Knowledge & Experience.....30 PTS

- Experience, ability and capacity of the firm and staff to perform the services requested in the scope of work within the schedule.
- **Identify the proposed team (to include name, position, degrees and certificates). Demonstrate the team's experience and qualifications in performing the requested services. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.**
- **Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.**

2. Project Approach Narrative.....20 PTS

- Quality and completeness of the SOW and proposed approach or methodology to facilitate Total Rewards Program development.

3. Communications20 PTS

- Ability of the firm and staff to communicate effectively and impartially with all stakeholders.

4. Compensation30 PTS

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

All rates quoted shall be:

- a) Fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);
- b) Quoted in US Dollars;
- c) Full cost inclusive of sales tax and other government fees, taxes and charges; and
- d) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

NOTE: THE NWSA RESERVES THE RIGHT TO AWARD A CONTRACT FROM THE INITIAL EVALUATION PHASE. IF THAT IS NOT POSSIBLE, THE NWSA WILL INTERVIEW THE TOP TWO OR THREE RANKED FIRMS AND SCORE THE REFERENCES AND INTERVIEWS AS INDICATED BELOW IN THE FINAL EVALUATION PHASE.

FINAL EVALUATION PHASE (if applicable)

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

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

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

If an award is not made based on the written evaluations and interviews, reference checks may be performed on the selected firm. The NWSA may evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the proposal

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS

ATTACHMENT C-INTERLOCAL AGREEMENT FORM (optional)

RFP PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	MARCH 23, 2017
Last Day To Submit Questions	APRIL 11, 2017
Proposals due	APRIL 28, 2017 @2:00 PM (PST)
Review/Shortlist*	MAY 10, 2017
Interviews (if required)*	WEEK OF MAY 22, 2017
Final Selection*	MAY 29, 2017
Execute Contract*	JUNE 1, 2017**

*Dates are tentative.

**Dependent on Managing Member approval.

All status updates on the above solicitation timeline will be announced on the [Port's website for this solicitation](#).

VENDOR OBLIGATION

Northwest Seaport Alliance Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contracts'; 'Procurements'.

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



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

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

COMMUNICATION / INQUIRES

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port and or Northwest Seaport Alliance, other than the Procurement Representative listed on the RFP may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department, NWSAprocurement@nwseaportalliance.com (**Solicitation Name** in the subject line).

Bidders who may have questions about provisions of these documents are to email their questions by the date listed above. The NWSA will respond to all written questions submitted by this deadline.

ADDENDA

The NWSA may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the NWSA changes, revises, deletes, increases, or otherwise modifies the Solicitation, the NWSA will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

SUBMITTAL PROCESS

Bids must be received via email on or before the date and time outlined on the front page of this ITB. Send your electronic submittal to:

NWSAprocurement@nwseaportalliance.com.
Name of Firm, ITB Title (Subject Line)

Please submit bid, including all appendices and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to **9 MB in total email size**. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

***Late bids will not be accepted by the NWSA. Bids received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

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

EVALUATION AND AWARD PROCESS

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

The NWSA intends to select the Proposer who represents the best value to the Port and begin the negotiation and award process based on the evaluated scores.

The selected Consultant will be invited to enter into contract negotiations with the NWSA. Should the NWSA and the selected firm(s) not reach a mutual agreement, the NWSA will terminate negotiations and move to the next highest ranked firm and proceed with negotiations.

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

Procedure When Only One Bid is received

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

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

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

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Northwest Seaport Alliance encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

Interlocal Purchasing Agreements

This is for information only and consent of the Contractor, and will not be used to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits and other political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the Northwest Seaport Alliance may purchase from Contracts established by the NWSA. The seller agrees to sell additional items at the bid prices, terms and conditions, to other eligible governmental agencies with such agreements with the NWSA. The NWSA accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon Offer.

PUBLIC DISCLOSURE

Bids submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the NWSA and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, the Port will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the Port by the stated deadline, the NWSA will release the requested portions of the Bids. By submitting a response the vendor assents to the procedure outlined in this paragraph and shall have no claim against the NWSA on account of actions taken under such procedure.

PERSONAL SERVICES AGREEMENT NO. **XXXXX**

PROJECT: **Title** _____

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

PROJECT MANAGER: **PM** _____

PROJECT NO. / GL ACCOUNT NO. **#####** _____

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

The NWSA and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will

DELIVERABLES

ASSUMPTIONS

COMPENSATION

This will be accomplished on a **time and materials** basis and will not exceed **\$00,000.00** without prior written approval from the NWSA.

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

All invoices shall be emailed: NWSAinvoices@nwseaportalliance.com. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment. Invoices may be mailed "Attention: Contracts Department."

Consultant agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment.

The length of this agreement is from the **date of execution to xxDATExx**.

This agreement is expressly conditioned upon the Terms and Conditions attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

CONSULTANT (LEGAL NAME)

Name	Date
Title	

Northwest Seaport Alliance Terms And Conditions Personal Services Agreement

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

Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

1. Key Personnel

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

2. Relationship of the Parties

Consultant, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

3. Conflicts of Interest

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

4. Compliance with Laws

Consultant agrees to comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service.

5. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the NWSA upon termination of the Agreement or otherwise as requested by the NWSA.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The NWSA has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the models, programs, reports or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of models, programs, reports or other products prepared under this Agreement for promotional purposes shall require the NWSA's prior consent.

7. Disclosure

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

8. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the NWSA shall pay Consultant as specified in the Agreement.

9. Payment Schedule

Consultant shall submit detailed numbered invoices showing contract number, description of work items being invoiced, title of project, total authorized, total current invoice, balance of authorization, hours, hourly rate by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

10. Costs and Disbursements

Consultant shall pay all costs and disbursements required for the performance of its services under this Agreement.

11. Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this Agreement, such commercial general and automobile liability insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.

b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the NWSA of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the NWSA of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

12. Standard of Care

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

13. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement.

14. Assignability

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

15. Term of this Agreement

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

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled

through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The NWSA reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Extent of Agreement

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

COOPERATIVE PURCHASING AGREEMENT

In accordance with RCW Chapter 39.34 and to all other applicable laws, The Northwest Seaport Alliance and the _____, hereby agree to cooperative governmental purchasing agreement for various supplies, materials, equipment and routine, expert and/or consultant services, using competitively awarded contracts. The following terms and conditions shall apply:

1. Each agency, in contracting for the purchase of supplies, materials, equipment and services, agrees at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors.
2. Each agency is responsible for compliance with any additional or varying laws and regulations regarding purchases.
3. Any purchases shall be effected by a purchase order from the purchasing agency and directed to the vendor(s).
4. The originating contracting agency does not accept responsibility or liability for the performance of any vendor used by the purchasing agency as a result of this agreement.
5. Each agency shall be responsible for the payment of any item(s) purchased through a contract or purchase order that resulted from this Agreement.
6. This Agreement shall remain in force until cancelled in writing by either party.

Accepted for _____

Accepted for the Northwest Seaport Alliance:

By: _____

By: _____

Name: _____

Name: Mark Little

Title: _____

Title: Director, Contract & Purchasing

Date: _____

Date: _____