

**PORT OF TACOMA**  
**REQUEST FOR QUALIFICATIONS**  
**No. 070955**

**201050.02 / Community Development Financial  
Institution (CDFI) Clean Truck Fund Program  
Support Services**

Issued by  
Northwest Seaport Alliance  
One Sitcum Plaza  
P.O. Box 1837  
Tacoma, WA 98401-1837

| RFQ INFORMATION  |  |
|------------------|--|
| Contact:         | Heather Shadko, Procurement  |
| Email Addresses: | <a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a> |
| Phone:           | (253) 482-8697   |
| Submittal Date   | <b>AUGUST 24, 2018 @ 2:00 PM (PST)</b>   |

PLEASE SUBMIT ALL CORRESPONDENCE AND STATEMENT OF  
QUALIFICATIONS VIA E-MAIL DIRECTLY TO THE PROCUREMENT  
CONTACT LISTED ABOVE AND INCLUDE 'RFQ 070955 COMMUNITY  
DEVELOPMENT FINANCIAL INSTITUTION (CDFI) CLEAN TRUCK FUND  
PROGRAM SUPPORT SERVICES' IN THE SUBJECT LINE

**PORT OF TACOMA**  
**Request for Qualifications (RFQ) #070955**  
**201050.02 Community Development Financial Institution (CDFI) Clean Truck**  
**Fund Program Support Services**

The Northwest Seaport Alliance (NWSA) is soliciting qualifications of Community Development Financial Institutions (CDFIs) interested in providing market rate loans to truck drivers in support of the Clean Truck Program. To support the Program, loans would need to be made to truck drivers by December 31, 2018. Additionally, necessary support over the life of each loan (concerning the loan loss reserve) will be based on the term length of each loan enrolled in the program. The NWSA intends to contract with as many CDFI's as necessary to support the program. The contracts will be for one year with the loan guarantees being valid for the life of the loan.

**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 Northwest Seaport Alliance, visit [www.nwseaportalliance.com](http://www.nwseaportalliance.com).

For additional information about The Northwest Seaport Alliance organization, departments, and personnel headcounts, refer to Port of Tacoma's 2016 Budget, Addendum 1: The Northwest Seaport Alliance Budget, and the 2017 Draft Budget at the following link: <http://www.portoftacoma.com/about/financial-information>.

The 10-year-old Northwest Ports Clean Air Strategy established a goal that 100 percent of the drayage trucks serving container terminals would have cleaner diesel technology – a 2007 engine with diesel particulate filter or equivalent. In 2010, we achieved the first goal in the Northwest Ports Clean Air Strategy that all trucks be at least a model year 1994 or newer. Since that goal was set, we have invested more than \$15 million in matching grant funds to spur truck conversion and invest in gate infrastructure. More than 410 trucks were scrapped and replaced with new trucks through partnership with the Puget Sound Clean Air Agency and funding through DERA, CMAQ and Department of Ecology grants.

The NWSA Managing Members voted in early 2018, to make changes to the NWSA Clean Truck Program.

These changes were adopted after careful consideration of many factors. The NWSA Managing Members heard impassioned testimony from truckers, environmental interests and members of the public. These decisions attempt to balance environmental goals, the concerns of the port trucking community and the efficiency of the gateway.

The Managing Members took the following actions:

- **Effective April 1, 2018**, all trucks entering NWSA international container terminals must have a 2007 engine or newer or equivalent emissions control retrofits to be considered compliant (“2007 Emission Standard”). To continue to access the terminals after April 1, 2018, a driver with a non-compliant truck may apply for a Temporary Access Pass. This pass will require a commitment from the trucker to become compliant by the end of 2018. The application was available by March 1 on the NWSA website.
- **Effective Jan. 1, 2019**, all non-compliant trucks will be turned away from NWSA international container terminals.
- Trucks meeting the 2007 Emission Standard will be able to serve the gateway until at least 2025. This provides certainty to drivers in the process of upgrading that the standard will not change in the immediate future.
- Authorization for the NWSA to spend \$1 million to develop a Clean Truck Fund Program and to partner with a certified Community Development Financial Institutions to ensure all drivers have access to fair and affordable financing.

Since then, over 2000 trucks are registered for a Temporary Access Pass. Of those, 1250 truck drivers are local residents and serve the NWSA frequently. The majority of the drivers are independent owner operators. There is a large immigrant population of drivers whose primary languages are Amharic, Tigrinya, Russian, Ukrainian, Spanish, and Punjabi. The Clean Truck Fund Program is designed to provide equal access to market rate loans to as many of those drivers as possible before the end of 2018. The Clean Truck Fund will be established no later than September 4, 2018 and will be administered according to the following principles:

1. The Clean Truck Fund will provide equal access to market rate truck loans by providing a loan loss reserve for Community Development Financial Institutions (CDFIs). Loans enrolled in the program will be pegged to market rate interest and loan terms.
2. The CDFI will give Highest priority for loans to drivers who have frequently called the gateway over the past two years and have the largest limitations for access to fair lending.
3. NWSA will procure a nonprofit agency skilled in financial counseling to support the program through March 2019.
4. Loans will be made by selected Community Development Financial Institutions who meet NWSA criteria.
5. Less than 10 percent of the total fund will be used toward administration, loan vetting, and financial counseling.

6. The balance of funds will be held in an NWSA account as loan guarantees through the life of the loans. Once each loan is fully repaid, that loan's guarantee is released and the NWSA will be free to invest funds in other emission reduction strategies.

The Clean Truck Fund is currently funded at \$2.4 million, including grants from the State of Washington, the Puget Sound Clean Air Agency and contributions from the Northwest Seaport Alliance.

### **CLEAN TRUCK FUND DESCRIPTION**

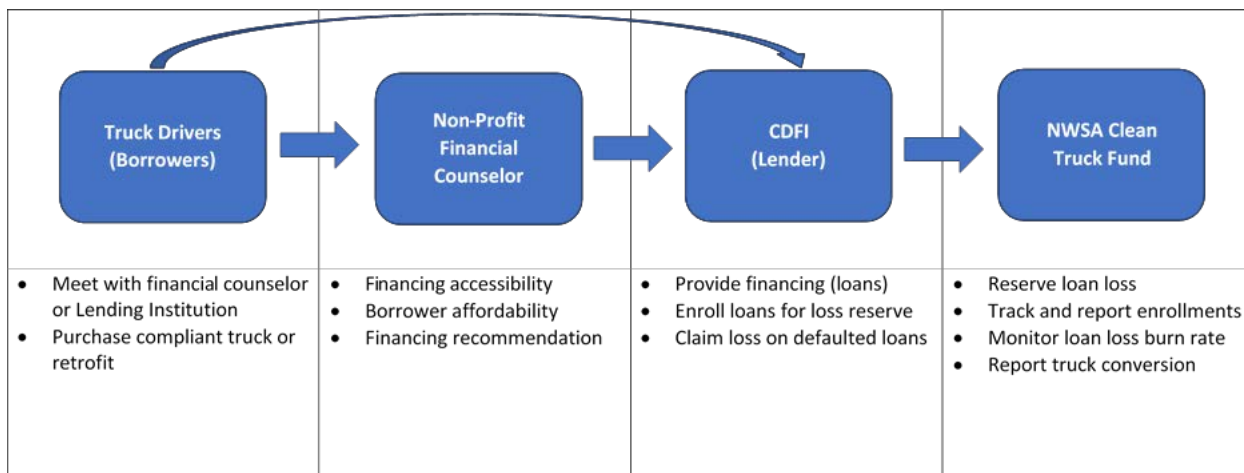
Under the Clean Truck Fund, the NWSA offers CDFI lenders a mechanism to provide loans to drayage truck drivers who have served the NWSA gateway for at least the past two (2) years to assist them in financing heavy-duty vehicles or exhaust retrofits to meet the requirements of the Clean Truck Program's 2007 Emission Standard. Eligible purchases with loan proceeds are limited to used and new trucks equipped with 2007 year engines or cleaner; the engines can use diesel fuel, compressed natural gas (CNG), liquefied natural gas (LNG); EPA or CARB-verified diesel emission control devices (exhaust retrofits). Information about the Clean Truck Program can be found at: [nwsa.com/trucks](http://nwsa.com/trucks).

| <b>Flexibility</b>   | <b>Restrictions</b>  |
|--|--|
| <ul style="list-style-type: none"><li>• Lenders independently set the terms and conditions of the loans and decide which loans to enroll into the Clean Truck Fund program.</li><li>• Loans can be short-term or long-term, have fixed or variable rates, be secured or unsecured, and bear any type of amortization schedule.</li><li>• NWSA will maintain reserves in an amount equal to up to 10% of the principle amount of each loan issued in a loss reserve account until the maximum loan loss reserve amount is met. (up to \$2.2M total Loss Reserve Funds available).</li></ul> | <ul style="list-style-type: none"><li>• Maximum interest rate of 15% APR (Annual Percentage Rate).</li><li>• Maximum loan term of 7 years.</li></ul> |

The NWSA will engage a financial counseling agency to meet with applicant drayage truck drivers to assist drivers in assessing their finances.

- Counselors will be required to review and assess for each applicant:
  - Completed net worth and cash flow statement,
  - Completed budget,
  - Reviewed credit report and coach on credit usage and debt repayment,

- Verified vehicle insurance is current and driver's license is valid,
  - financial health assessment,
  - Duty cycle of driver, frequency of calls to the NWSA,
  - Collect as much information as possible on viability of business
- Documents to be reviewed by counselors:
  - Copies of two most recent paystubs or two-years' worth of tax returns,
  - Brief written summary of action plan and explanation of derogatory credit report marks,
  - Completed referral form indicating desired term/monthly payment.
- After pulling credit scores and engaging in in-depth conversations about credit, debt, cash flow, income, expenses (drivers bring proper documentation) etc., financial counselors will determine a monthly payment that each individual driver can reasonably afford.
- The counselor then shares their recommendation, with a background summary, to the CDFIs.



Special Terms and Conditions, unique to this solicitation are included as Attachment B to this RFQ. By submitting a Statement of Qualifications (SOQ), the Proposer represents that it has carefully read and agrees to be bound by the NWSA's Special Terms and Conditions, a copy of which is attached as Attachment B.

## **B. SCOPE OF SERVICES**

- Eligible equipment for enrolled loans includes:
  - Used and new trucks equipped with 2007 model year engines or cleaner;
  - The engines can use diesel fuel, compressed natural gas (CNG), liquefied natural gas (LNG);
  - EPA or CARB-verified diesel emission control devices (exhaust retrofits)
    - Any device verified by CARB as a Level 3 device that reduces particulate matter emissions by at least 85 percent, as an equivalent to a 2007 engine. Note: CARB Level 1 and Level 2 devices will not be accepted as equivalent technologies to a 2007 engine. A list of CARB Level 3 devices may be found here: <https://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>.

- The NWSA will accept EPA-verified retrofits that reduce PM emissions by at least 85 percent as equivalent to a 2007 engine. EPA-verified retrofits may be found here: <https://www.epa.gov/verified-diesel-tech/verified-technologies-list-clean-diesel>. [Note: sort by 'PM Reduction']
- Monthly loan payments and term length must be competitive with market rate loans in the Pacific Northwest and meet the recommendation of the financial counselor. To be eligible for enrollment in the Clean Truck Fund Program, loans must meet the following loan terms:
  - maximum loan term is seven (7) years
  - maximum interest rate on a loan is 15%
- CDFIs will independently determine if applicant drivers meet that CDFIs qualifications to decide to whom loans are made. must enter into loan agreement with driver if he/she meets application criteria. As long as each loan meets the requirements of the Clean Truck Fund (maximum loan term 7 years, maximum interest rate 15%, borrower used loan to purchase compliant truck or retrofit), the CDFI is eligible (though not required) to enroll its loan(s) in the Clean Truck Fund to have a loan loss reserved for each loan enrolled.
- The NWSA will maintain reserves in an amount equal to up to 10% of the principle amount of each loan issued until the maximum loan loss reserve amount is met. (up to \$2.2M total Loss Reserve Funds available). Loan loss reserves will be held in reserve by NWSA until a loan enters default and the CDFI submits a claim.
- A CDFI is required to notify the NWSA within 120 days of when the lender has charged off all or part of a qualified loan as a result of default by a borrower. Subject to submittal of a complete claim form, NWSA will reimburse the CDFI lender from the NWSA's loss reserve account within 30 business days.
- Claims must include documentation of collateral recovered in the event of default. The loan loss reserve would be used in the event of default after the lender has exhausted their usual process for collecting on loans in default (i.e. recovered collateral – in this case the truck – prior to being paid from the loss reserve)
- The CDFI acknowledges that the NWSA will have no liability to the Participating CDFI under the Clean Truck Fund Program except to the extent of funds allocated in the Loss Reserve Account for the CDFI.
- The CDFI will report quarterly on the status of the loans made through the loan term.

### **C. DELIVERABLES:**

- Completed Financial Institution Application including:
  - Name of financial institution
  - Contact information
  - Combined capital and surplus at most recent fiscal year end
  - Number of lending branches and locations

- Regulatory agency
- Insuring agency
- Estimated number of loans that could be processed by December 31, 2018
- For loans made, submit loan enrollment forms to NWSA Clean Truck Fund Program ([trucks@nwseaportalliance.com](mailto:trucks@nwseaportalliance.com)). See **Attachment C** for sample loan enrollment forms. **NOTE:** Applicant's financial enrollment information stays with the CDFI and is not to be shared with the NWSA
- Monthly reports to the NWSA on the number of drivers reviewed and the outcome of those meetings (whether drivers successfully obtained a loan) through December 31, 2018.
- Quarterly reporting to the NWSA on the status of each loan enrolled in the program.
- All claims for loans in default must include documentation of the following:
  - Original principal amount of loan
  - Date of loan
  - Default amount
  - Date of default
  - Liquidated collateral
  - Accrued and unpaid interest
  - Transaction history report
  - Narrative description of loan history
  - Receipt(s)
  - Bill of sale
- Complete claim form and submit to the NWSA Clean Truck Fund Program ([trucks@nwseaportalliance.com](mailto:trucks@nwseaportalliance.com)). See **Attachment C** for sample claim form.

#### **D. SOQ ELEMENTS & EVALUATION CRITERIA:**

SOQs should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Firm's/Team's abilities to meet the requirements of this RFQ. Emphasis will be on completeness of content. The written SOQs should be prepared in the sequential order as outlined below. In submitting SOQs, CDFIs must include a completed Clean Truck Fund Financial Institution Application found in Attachment C

SOQs are limited to 8 numbered pages (8 ½ by 11 inch) **excluding** the cover letter and appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. SOQs that do not follow this format will not be reviewed.

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

**EVALUATION PHASE**

1. Qualifications & Experience..... 50 PTS

- The lending institution is a Community Development Financial Institution and provides access to affordable financial products and services in underserved communities. Provide evidence to this effect (i.e. certification, mission statement, etc).
- Have at least five (5) years of experience providing and administering alternate and affordable forms of financing.
- Have experience working with immigrant and minority communities.

2. Project Approach Narrative..... 50 PTS

SOQs should clearly outline the team’s approach to accomplishing the Scope of Services:

- Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the tasks required in the scope of services. Include a summary of innovative ideas and suggestions for enhancing the scope of services.
- Coordination & Communication: Provide a plan for communications and coordination between the project team, the Clean Truck Program Manager and the various stakeholders.
- What risks that are beyond your control do you see in providing this service and how would you mitigate them?

**ATTACHMENT A – INSTRUCTIONS FOR PROPOSERS**

**ATTACHMENT B – NWSA TERMS AND CONDITIONS**

**ATTACHMENT C – REQUIRED FORMS**



## **PROCUREMENT PROCESS**

### **SOLICITATION TIMELINE:**

|                              |                                       |
|------------------------------|---------------------------------------|
| Issuance of RFQ              | AUGUST 7, 2018                        |
| Last Day To Submit Questions | AUGUST 16, 2018                       |
| <b>SOQs due</b>              | <b>AUGUST 24, 2018@ 2:00 PM (PST)</b> |
| Short List Consultants*      | SEPTEMBER 6, 2018                     |
| Interviews (if required)*    | SEPTEMBER 17, 2018                    |
| Final Selection*             | SEPTEMBER 20, 2018                    |
| Execute Contract*            | SEPTEMBER 20, 2018                    |

Dates with an asterisk are estimated dates and are for information purposes only.

Based on the solicitation timeline above, Proposers may view the solicitation status by viewing the Submittal List on the Port's website.

### **VENDOR OBLIGATION**

NWSA Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, [www.portoftacoma.com](http://www.portoftacoma.com) under 'Contract Opportunities'; Professional and Personal Services; RFPs/RFQs.

To document interest in a project, the Port strongly encourages Submitters to email the NWSA at [NWSAprocurement@nwseaportalliance.com](mailto:NWSAprocurement@nwseaportalliance.com) (**Solicitation Name** in subject line) to request placement on the document holders list for this solicitation. Provide the Main Contact Name, Address, Email, and Phone number to be included on the RFQ holders list. Firms requesting to be placed on the holders list will receive electronic notification regarding any issued addenda, Q&A's and other important information regarding this solicitation.

### **COMMUNICATION / INQUIRES**

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to Procurement, [NWSAprocurement@nwseaportalliance.com](mailto:NWSAprocurement@nwseaportalliance.com) (**Solicitation Name** in subject line). Proposers who, relative to this scope of services, contact any individuals or Managing members representing the NWSA, other than [NWSAprocurement@nwseaportalliance.com](mailto:NWSAprocurement@nwseaportalliance.com) may be disqualified from consideration.

Proposers who may have questions about provisions of these documents are to email their questions at least **five (5) business days** prior to the deadline for submittals. The NWSA will respond to all written questions submitted by this deadline.

### **PRE-PROPOSAL CONFERENCE**

The NWSA will not conduct a pre-proposal conference for this procurement. To obtain answers to any questions or for further clarifications, submit all questions as noted above.

## **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 Port 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 Holders List.

## **SUBMITTAL PROCESS**

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

[NWSAprocurement@nwseaportalliance.com](mailto:NWSAprocurement@nwseaportalliance.com)

Name of Firm, RFQ Title (Subject Line)

Please submit one electronic copy in Adobe Acrobat PDF format, including all appendices. 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 SOQs will not be accepted by the NWSA. SOQs received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

## **EVALUATION AND AWARD PROCESS**

An evaluation team will review the SOQs and evaluate all responses received based upon the criteria listed herein. The NWSA may request clarifications or additional information, if needed. A selection may be made based on the SOQ's and initial evaluation criteria alone or the firms determined to be most qualified through the initial evaluation phase will be invited in for interviews and the final determination for short listed firms will be based on reference checks and interviews.

The NWSA intends to select the Proposer who represents the most qualified team to the NWSA 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 Port 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 SOQs submitted as non-responsive or non-responsible.

## **GENERAL INFORMATION**

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

### **COSTS BORNE BY PROPOSERS**

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

### **PUBLIC DISCLOSURE**

SOQs 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 vendor 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 "BUSINESS SECRET". If a request is made for disclosure of such portion, the NWSA will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the NWSA will notify the vendor of the request and allow the vendor five (5) days to take whatever action it deems necessary to protect its interests. If the vendor fails or neglects to take such action within said period, the Port will release the portions of the response deemed subject to disclosure. 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.

## PROFESSIONAL SERVICES AGREEMENT NO. 070955

PROJECT: TITLE

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Contract Owner PROJECT NO./GL ACCOUNT NO. Various

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

The Port and Consultant mutually agree as follows:

### SCOPE OF WORK

The Consultant will

### DELIVERABLES

### ASSUMPTIONS

### COMPENSATION

To be determined.

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.

### **AGREED**

#### PORT OF TACOMA

#### CONSULTANT (LEGAL NAME)

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

By \_\_\_\_\_  
Date

Print Name Title

## ATTACHMENT B

### Northwest Seaport Alliance Terms And Conditions Personal Services Agreement

#### Contract No. 070955 Community Development Financial Institution Clean Truck Fund Program Support Services

In consideration of the mutual covenants,

maintain accurate records of all work done in providing services specified by the

**ATTACHMENT A** - Lobbying Certificate

**ATTACHMENT B** - Certification Regarding  
Debarment, Suspension, Proposed Debarment  
And Other Responsibility Matters

Agreement and to deliver such records to the NWSA upon termination of the

#### 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.

Agreement or otherwise as requested 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.

#### 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

#### 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.

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.

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

#### 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.

#### 5. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, Consultant agrees to

#### 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. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. Consultant's expenses will be reimbursed at cost, with the exception of all third party

costs which will be reimbursed at cost plus the negotiated percentage markup.

#### **9. Payment Schedule**

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, Contract number, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, and hourly rate by the 10<sup>th</sup> 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 subconsultant performing work under this Agreement from claims for damages from bodily injury, including death, resulting therefrom as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultant, or anyone directly or indirectly employed by either of them.
- b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the NWSA, 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, 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. Additionally, Consultant shall indemnify and hold the NWSA harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related incidences that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of control of its Information Technology systems of which NWSA data or information is stored or has access to.

#### **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 attorneys 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.

#### **18. Federal Requirements**

Services provided under this scope of work are funded by the Transportation Security Administration and are subject to the following provisions. By submitting a proposal Consultants shall agree to comply with these provisions and shall include the cost of compliance in the cost proposal. The NWSA and the Consultant agree that such federal laws, regulations and other requirements supersede any conflicting provisions of this Agreement. Consultant shall at all times comply with all applicable regulations, policies, procedures and directives.

Consultant's failure to so comply shall constitute a material breach of this Agreement.

#### **19. Written Approval of Federal Government**

The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Consultant or any other party pertaining to any matter resulting from this Agreement. The Consultant agrees to include the above clause in each subcontract.

#### **20. Sole Source Methods**

The Consultant shall not, in the performance of the work under this Agreement, produce a design or specification which would require the use of structures, machines, products, materials, construction methods, equipment, or processes which the Consultant knows to be available only from a sole source, unless the Consultant has provided a written justification the use of a sole source in writing and the NWSA concurs.

#### **21. Open and Fair Participation**

The Consultant shall not, in the performance of the work under this Agreement, produce a design or specification which would be restrictive or written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing, or to provide for necessary interchangeability of parts and equipment. When one or more brand names or trade names of comparable quality or utility are listed, they must be followed by the words "or approved equal." With regard to materials, if a single material is specified, the Consultant must substantiate in writing, and to the NWSA's satisfaction, the basis for the selection of the material.

#### **22. Open and Fair Opportunities**

During the term of this Agreement, the Consultant shall not create barriers to open and fair opportunities to participate in NWSA contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

The selected Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Consultant further agrees to comply with all

applicable civil rights statutes and implementing regulations including, but not limited to the following:

**23. Nondiscrimination in Federal Programs.**

The selected Consultant agrees to comply with the provision of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

**24. Nondiscrimination -- Title VI of the Civil Rights Act.**

The selected Consultant agrees to comply with, and assure compliance by each subconsultant under this Agreement, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements.

**25. Equal Employment Opportunity.**

The selected Consultant agrees to comply with, and assures the compliance of each subconsultant under this Agreement with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements.

**26. Nondiscrimination on the Basis of Sex.**

To the extent applicable, the selected Consultant agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex, and any Federal requirements that may be promulgated.

**27. Nondiscrimination on the Basis of Age.**

The selected Consultant agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibits discrimination on the basis of age.

**28. Nondiscrimination on the Basis of Disability.**

The Consultant agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 C.F.R. Part 1192 and 49 C.F.R. Part 38.

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; U.S. GSA regulations, "Accommodations for the Physically Handicapped,"

41 C.F.R. Subpart 101-19; U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; and U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.

**29. Conflicts of Interest Contingent Fees**

The Consultant warrants and covenants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty the NWSA shall have the right to terminate this Agreement and/or in its discretion to deduct from the Consultant's compensation or otherwise



recover the full amount of such commission, percentage, brokerage or contingent fee.

### **30. Gratuities**

The Consultant warrants and covenants that no gratuities, in the form of entertainment, gifts or otherwise, have been or will be offered or given by the Consultant or any of its agents, employees or representatives to any official member or employee of the NWSA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determination related to the performance of this Agreement.

### **31. Conflict of Interest**

The Consultant warrants and covenants it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the performance of the work and services required to be performed under this Agreement and that it shall not employ any person or agent having any such interest. In event that the Consultant or its agents, employees or representatives hereafter acquires such a conflict of interest, the Consultant shall immediately disclose such interest to the NWSA and take action immediately to eliminate the conflict or to withdraw from the Agreement as the NWSA may require.

### **32. Breach of Covenants**

If the NWSA has reason to believe that the covenants set forth in subparagraphs A., B, or C of this section have been breached, it shall so notify the Consultant in writing. The Consultant shall respond to said notice within ten days of receipt with a detailed written explanation or answer to any facts, allegations or questions contained or referenced in said notice. The Consultant may request a hearing on the matter by the NWSA which shall be conducted by the Executive Director or designee. The decision of the Executive Director shall be a prerequisite to appeal thereof to the Superior Court of Pierce County, state of Washington. If, after consideration of the Consultant's response and any hearing, the Executive Director determines that the covenants have been breached, the Executive Director shall have the discretion to exercise those remedies provided by any applicable federal or state laws or regulations or by this Agreement in the

event of said breach and/or prohibited conflicts of interest.

### **33. Program Fraud and False or Fraudulent Statements or Related Acts.**

The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Section 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the DOT assisted project for which this work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each of its subconsulting contracts.

### **34. Lobbying Certification And Disclosure**

The Consultant shall execute and return to the NWSA the certification required by 49 CFR part 20, "New Restrictions on Lobbying." found in Attachment A and shall require its sub-consultants and subcontractors (if any) to also execute the certificate. Such disclosures are forwarded from tier to tier up to the NWSA. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an

officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. Section 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. Section 1352.

**35. Consultant's Certification Regarding Debarment, Suspension And Other Responsibility Matters**

The Consultant agrees to comply, and assures the compliance by each of its sub-consultants and subcontractors at any tier, with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29. The Consultant shall submit its certificate on the form found in Attachment B.

This certification is a material representation of fact. If at any time the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the NWSA. If it is later determined that the Consultant knowingly rendered an erroneous certification, the NWSA may terminate the Agreement for cause of default, in addition to other remedies available including federal suspension and/or debarment.

**36. Subconsultant's Certification Regarding Debarment, Suspension Or Ineligibility**

The Consultant shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended or has been declared ineligible by the federal government from obtaining federal assistance funds. The Consultant's knowledge and information regarding any sub-consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

The Consultant shall include in each subcontract, regardless of tier, a clause requiring each lower tiered sub-consultant to provide the certification set forth in

Attachment B. Each subcontract, regardless of tier, shall contain a provision that the sub-consultant shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds. The Consultant shall require each sub-consultant, regardless of tier, to immediately provide written notice to the Consultant if at any time the sub-consultant learns that its, or a lower tier, certification was erroneous when submitted or has become erroneous by reason of changed circumstances, which the Consultant shall immediately forward on to the NWSA. The Consultant may rely upon the certifications of the sub-consultant unless it knows that the certification is erroneous.

**37. Audit.**

The Puget Sound shall allow the SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT (SCAQMD), the Comptroller General of the United States, their designated representatives and/or the cognizant Federal Audit Agency, access during normal business hours to all records and reports related to the work performed under this Agreement. Audits will be conducted in accordance with OMB Circular A-133.

**38. Small Business And Small Disadvantaged Business Opportunities.**

It is a national policy to place a fair share of purchases with small, minority, and woman-owned business firms. The funding agency and NWSA are strongly committed to the objectives of this policy and encourage all Recipients of its grants to take affirmative steps to ensure such fairness. In particular, Recipients should:

Place small, minority, and woman-owned business firms on bidders mailing lists:

- Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services;
- Where feasible, divide total requirements into smaller needs, and set delivery schedules that will encourage participation by these firms;
- Use the assistance of the Small Business Administration and the Office of Small and Disadvantaged

Business Utilization, Department of Transportation, and similar state and local offices, where they exist.

**39. Trafficking Victims Protection Act of 2000**

The Puget Sound and any of its subcontractor(s) shall comply with the provisions of the Trafficking Victims Protection Act of 2000, as amended, and shall include the requirements of the Prohibition Statement, below, in any subaward you make to a private entity. SCAQMD shall reserve the right to terminate the Contract, without penalty, if The Puget Sound and/or any of its subcontractor(s) engages in activities provided in the Prohibition Statement as follows:

- a. Prohibition Statement - You as the recipient, your employees, subcontractors under this Agreement, and subcontractor's employees may not engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect; procure a commercial sex act during the period of time that this Agreement is in effect; or use forced labor in the performance of this Agreement or subcontracts under the this Agreement.

**40. Clean Air Act and Clean Water Act**

The Puget Sound shall comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532, Subpart J).

## ATTACHMENT B

### Northwest Seaport Alliance Terms And Conditions Personal Services Agreement

#### Contract No. 070955 Community Development Financial Institution Clean Truck Fund Program Support Services

#### ATTACHMENT A - LOBBYING CERTIFICATE

The undersigned certifies to the best of its knowledge or belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. Section 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to amend a required certification or disclosure form shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant certifies or affirms that truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

---

(Type or Print Company Name)

By: \_\_\_\_\_

(Signature)

(Title)

Print Name: \_\_\_\_\_

NOTE: CONSULTANTS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000, AND TO OBTAIN THIS CERTIFICATE FROM EACH SUBCONTRACTOR BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

END OF FORM

**ATTACHMENT B**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT AND OTHER  
RESPONSIBILITY MATTERS**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; Are ☐ are not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(B) Are ☐ not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by a Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the NWSA if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of charged circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the NWSA may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the NWSA may terminate the contract resulting from this solicitation for default.


I certify under penalty of perjury that the above statements are true.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## ATTACHMENT C – REQUIRED FORMS

|  |   |   |
|--|---|---|
| <br>THE NORTHWEST<br>SEAPORT ALLIANCE   | <b>NWSA Clean Truck Fund</b><br><b>The Northwest Seaport Alliance</b><br><a href="mailto:trucks@nwseaportalliance.com">trucks@nwseaportalliance.com</a><br>(253) 592-6200 | <b>Mailing Address: P.O. Box 2985</b><br><b>Tacoma, WA 98401-2985</b> |
| <b>CLEAN TRUCK FUND FINANCIAL INSTITUTION APPLICATION</b>  |   |   |
| Name of Financial Institution: _____   |   |   |
| Address: _____ City: _____ State: _____ Zip: _____   |   |   |
| Contact Person Name: _____ Title: _____  |   |   |
| Address: _____ City: _____ State: _____ Zip: _____   |   |   |
| Phone: _____ Fax: _____ Email address: _____   |   |   |
| Type of Application: <input type="checkbox"/> New Financial Institution Application <input type="checkbox"/> Amended Financial Institution Application   |   |   |
| Type of Institution  |   |   |
| <input type="checkbox"/> Federal certified not-for-profit community development financial institution  |   |   |
| <input type="checkbox"/> Other certified community development financial institution   |   |   |
| <input type="checkbox"/> Consortium of these foregoing entities  |   |   |
| Combined capital and surplus at most recent fiscal year end _____ Number of lending branches _____   |   |   |
| Regulatory Agency _____ Insuring Agency _____  |   |   |
| Estimated number of loans that could be processed by December 31, 2018: _____  |   |   |
| By enrolling as an NWSA Clean Truck Fund Financial Institution:  |   |   |
| <ul style="list-style-type: none"><li>• The applicant certifies that the applicant Financial Institution is not subject to any cease and desist order or other regulatory sanction with the appropriate federal or state regulatory body, which would impair its ability to participate in the Program.</li><li>• The Financial Institution acknowledges that the NWSA will have no liability to the Participating Financial Institution under the Program <u>except from funds deposited in the Loss Reserve Account</u> for the Participating Financial Institution.</li><li>• The lender certifies that there have been no changes to the status of the financial institution since the original application that was submitted to NWSA for approval, if this is an amended application, unless explained in a separate document on the Participating Financial Institution's letterhead.</li></ul> |   |   |
| Authorized Signature _____ Printed Name _____ Title _____ Date _____   |   |   |
| <b>Northwest Seaport Alliance Use Only</b>   |   |   |
| Clean Truck Fund Lender ID # _____   |   |   |
| Approval Signature _____   |   | Enrollment Date _____   |

When complete, please send to: [trucks@nwseaportalliance.com](mailto:trucks@nwseaportalliance.com)

Revised July 27, 2018

\_\_\_\_\_  
Borrower Reference Number (Old Truck VIN)

\_\_\_\_\_  
Lender Loan Number

#### LENDER CERTIFICATION

Enrolling a loan in the NWSA Clean Truck Fund requires the Participating Financial Institution to certify to each of the following program rules and regulations.

- 1) The loan is a Qualified Loan, defined as a loan made by a participating financial institution to a qualified borrower for the purchase of on-road heavy duty vehicles and equipment, as defined in Section I (a) of the NWSA Clean Truck Fund Borrower Eligibility form, where the term of loss coverage for each qualified loan is the length of the loan term, not to exceed the maximum loan term of seven (7) years, and the maximum interest rate on a loan is 15%.
- 2) The loan is for an Eligible Cost, as defined in Section I (a) of the NWSA Clean Truck Fund Borrower Eligibility form.
- 3) The borrower receiving the Qualified Loan is a Qualified Borrower, as defined in Section I (b) of the NWSA Clean Truck Fund Borrower Eligibility form.
- 4) The Participating Financial Institution has obtained a written representation from the Borrower that the Borrower has no legal, beneficial or equitable, interest in the Fees or the Contribution.
- 5) The Participating Financial Institution has obtained a written representation from the Borrower that it has secured or made application for all applicable licenses or permits needed to conduct its business.
- 6) The Participating Financial Institution acknowledges that its lending activities are subject to safety and soundness standards as set forth in any applicable federal banking regulations.

By signing below and enrolling this loan the Participating Financial Institution, based in part on information provided by the Borrower, certifies under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

\_\_\_\_\_  
Authorized Lender Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Lender Signature

| Northwest Seaport Alliance Use Only     |                       |                              |                        |      |
|---|-----------------------|------------------------------|------------------------|------|
| Clean Truck Fund<br>Loan Reserve Number | Analyst's<br>Initials | Date                         | Reviewer's<br>Initials | Date |
| _____ FUND _____ %                      |                       | _____ FUND _____ %           |                        |      |
| Contribution Amount \$ _____            |                       | Contribution Amount \$ _____ |                        |      |
| Authorized Signature                    |                       |                              | Date:                  |      |

NWSA Clean Truck Fund  
The Northwest Seaport Alliance  
[trucks@nwseaportalliance.com](mailto:trucks@nwseaportalliance.com)  
(253) 592-6200

Mailing Address: P.O. Box 2985  
Tacoma, WA 98401-2985

|                     |                  |
|---------------------|------------------|
| NWSA<br>Use<br>Only | Clean Truck Fund |
|                     | Loan Reserve #   |
|                     | Date<br>Received |

#### NWSA CLEAN TRUCK FUND LOAN ENROLLMENT APPLICATION

##### Lender Information

Participating Lender \_\_\_\_\_ Clean Truck Fund Lender ID# \_\_\_\_\_  
Loan Officer Name \_\_\_\_\_ Phone \_\_\_\_\_  
Loan Officer Email \_\_\_\_\_

##### Borrower Information

Old Truck VIN (Vehicle Identification Number) \_\_\_\_\_

Purpose of Loan \_\_\_\_\_

##### Optional Information:

Is business minority owned? ☐ Yes ☐ No ☐ Decline to Answer  
Is business woman owned? ☐ Yes ☐ No ☐ Decline to Answer  
Is business veteran owned? ☐ Yes ☐ No ☐ Decline to Answer

##### Loan Information

Lender Loan Number \_\_\_\_\_ Type of Loan: ☐ Line of Credit ☐ Term Loan  
Total Loan Amount \$ \_\_\_\_\_ Loan Amount Enrolled in Clean Truck Fund \$ \_\_\_\_\_  
Date of First Disbursement (Date of Loan) \_\_\_\_\_ Maturity Date \_\_\_\_\_  
Interest Rate \_\_\_\_\_ % APR ☐ Fixed ☐ Variable Is the loan secured?  
This loan requires the noncompliant heavy-duty truck be scrapped. ☐ Yes ☐ No  
☐ If yes, evidence of truck scrapping has been provided to and approved by NWSA. Attach confirmation email from NWSA.

When complete, please send to: [trucks@nwseaportalliance.com](mailto:trucks@nwseaportalliance.com)

Revised July 27, 2018



Borrower Reference Number (Old Truck VIN): \_\_\_\_\_  
Lender/ Participating Financial Institution: \_\_\_\_\_  
Lender Loan Number: \_\_\_\_\_

**SECTION I**  
**NWSA CLEAN TRUCK FUND BORROWER ELIGIBILITY**

By initialing on each line, the Borrower certifies to eligibility under the NWSA Clean Truck Fund.

(a) \_\_\_\_\_ Borrower will use the program only to purchase on-road heavy duty vehicles and equipment for compliance with the NWSA's Clean Truck Program.

Information about the Clean Truck Program can be found at: [nw.sa.com/trucks](http://nw.sa.com/trucks).

Eligible purchases ("Eligible Cost") with loan proceeds include:

- Used and new trucks equipped with 2007 or newer year engines or cleaner;
  - The engines can use diesel fuel, compressed natural gas (CNG), liquefied natural gas (LNG), or other fuels.
- EPA or CARB-verified diesel emission control devices (exhaust retrofits);

(b) \_\_\_\_\_ Borrower is a "Qualified Borrower" defined as follows:

- The borrower is a drayage truck driver
- The borrower has served the NWSA gateway for at least the past two (2) years

(c) \_\_\_\_\_ Borrower has no legal, beneficial, or equitable interest in the fees or the contribution.

(d) \_\_\_\_\_ Borrower has secured or made application for all applicable licenses or permits needed to conduct their business.

(e) \_\_\_\_\_ Borrower is not: an executive officer, director or principal shareholder of the lender/ participating financial institution; a member of the immediate family of those individuals; or a related interest of those individuals.

Borrower Reference Number (Old Truck VIN): \_\_\_\_\_  
 Lender/ Participating Financial Institution: \_\_\_\_\_  
 Lender Loan Number: \_\_\_\_\_

## SECTION II

### BORROWER SELF-CERTIFICATION

By initialing below, the Borrower certifies that each statement below is true and correct. Please also provide the applicable information in the table below, including the engine manufacturer and model year of a truck that is replaced with a truck purchased with loan proceeds.

(a) \_\_\_\_\_ Borrower certifies that he/she meets state and federal requirements to operate in Washington State.

| Additional Information for Completion by the Borrower                         |                                    |                 |               |   |                   |                        |
|---|------------------------------------|-----------------|---------------|---|-------------------|------------------------|
| For Truck Purchases   |                                    |                 |               |   |                   |                        |
| Average Annual Vehicle Miles Traveled:  |                                    |                 |               |   |                   |                        |
| state the GVWR of the New Purchase <sup>a</sup> :                             |                                    |                 |               |   |                   |                        |
|   | Truck Make                         | Truck Model     | Engine Make   | Engine Year   | Engine Horsepower | Fuel Type <sup>b</sup> |
| New Purchase  |                                    |                 |               |   |                   |                        |
| Used Purchase   |                                    |                 |               |   |                   |                        |
| Replaced Truck (Scrapping Requirements, if applicable)                        |                                    |                 |               |   |                   |                        |
| Truck Make  | Truck Model                        | Truck Year      | License Plate | Vehicle Identification Number (VIN)   |                   | RFID #                 |
|   |                                    |                 |               |   |                   |                        |
| Engine Make   | Engine Year                        | Engine Serial # |               |   | Odometer Miles    |                        |
|   |                                    |                 |               |   |                   |                        |
| For CARB-Verified Diesel Emission Control Device (Exhaust Retrofit) Purchases |                                    |                 |               |   |                   |                        |
|   | Device Manufacturer And Model Name |                 |               | Technology Type (State the technology type. Example: Diesel Particulate Filter) |                   |                        |
| Diesel Emission Control Device  |                                    |                 |               |   |                   |                        |
| For EPA-Verified Retrofit Device Purchases                                    |                                    |                 |               |   |                   |                        |
|   | Device Manufacturer And Model Name |                 |               | Technology Type (State the technology type. Example: Diesel Particulate Filter) |                   |                        |
| Diesel Retrofit Device  |                                    |                 |               |   |                   |                        |

\* Information about Gross Vehicle Weight Rating (GVWR) is available at <http://www.arb.ca.gov/msprog/truckstool/stress/labels.htm>.

<sup>b</sup> Fuel codes: D-Diesel, E-Electric, N-Natural Gas, Q-Hybrid.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

(Print Truck Driver's Name)

(Truck Driver's Signature)

(Date)

(NWSA Review: Signature and Date)

**CLEAN TRUCK FUND FINANCIAL INSTITUTION CLAIM APPLICATION**

NOTE: A lender is required to notify the NWSA within 120 days of when the lender has charged off all or part of a qualified loan as a result of default by a borrower. If the form is filled out properly and the lender has faithfully complied with the Clean Truck Fund Program requirements, NWSA will authorize reimbursement to the lender from the lender's loss reserve account within 30 business days.

**Lender and Borrower Information**

Participating Lender: \_\_\_\_\_ Clean Truck Fund Loan Reserve #: \_\_\_\_\_  
Lender Contact: Name: \_\_\_\_\_ Lender's Clean Truck Fund ID #: \_\_\_\_\_  
Phone: \_\_\_\_\_ Borrower's Reference Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**Loan Information**

Original Principal Amount of Loan: \_\_\_\_\_ Date of Loan: \_\_\_\_\_  
Default Amount: \_\_\_\_\_ Date of Default: \_\_\_\_\_  
Is this loan secured? ☐ Yes ☐ No Date of Charge-off: \_\_\_\_\_  
If yes, what form of security? \_\_\_\_\_  
Have enforcement proceedings begun? ☐ Yes ☐ No  
Lender's priority of claim (if two or more claims filed by lender): \_\_\_\_\_

**Claim Information**

|                             |          |
|-----------------------------|----------|
| Outstanding Principal       | \$ _____ |
| Liquidated Collateral       | \$ _____ |
| Accrued and Unpaid Interest | \$ _____ |
| Total                       | \$ _____ |

Please attach a complete transaction history report, a short narrative of the loan history, receipt(s), and Bill of Sale(s) (if applicable).

- The lender warrants this claim is being filed within 120 days of the loan being charged off and that charge-off was consistent with the lender's usual methods for taking action on loans not enrolled in the Program.
- Lender certifies it has given notice to the NWSA of the initial enrollment of the loan in the Clean Truck Fund, and either:  
(1) has given notice to the NWSA of any renewals or extensions of the loan; or  
(2) the loan was continuously renewed or extended since the date of its initial enrollment in the Clean Truck Fund.
- This claim is for a loan that the undersigned holds.

\_\_\_\_\_  
Authorized Signature Date  
\_\_\_\_\_  
Title

| Northwest Seaport Alliance Use Only |      |           |
|-------------------------------------|------|-----------|
| Authorized Signature                | Date | Amount \$ |