



The Northwest Seaport Alliance
REQUEST FOR PROPOSALS
No. 070409

THE NORTHWEST SEAPORT ALLIANCE (NWSA)
FEDERAL LOBBYING SERVICES

Issued by
The NWSA
P.O. Box 2985
Tacoma, WA 98401-2985

RFP INFORMATION	
Contact:	Juli Tuson, Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 383-9436
Submittal Date	SEPTEMBER 19, 2016 @ 5:00 PM (PST)

**PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS VIA E-MAIL
DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND
INCLUDE 'NWSA FEDERAL LOBBYING SERVICES' IN THE SUBJECT LINE**

The Northwest Seaport Alliance
Request for Proposals (RFP) #070409
FEDERAL LOBBYING SERVICES

The NWSA is soliciting proposals from firms qualified and interested in providing federal lobbying services as well as strategic direction and oversight regarding issues of importance to the NWSA. The NWSA is a marine cargo operating partnership of the ports of Seattle and Tacoma. The NWSA is seeking the contract to begin January 1, 2017 for two years with one two-year option at the sole discretion of the NWSA, for a possible total of four years. NWSA Managing Members must approve the award of any contract resulting from this RFP.

A. BACKGROUND

The NWSA is a 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.

To learn more about The Northwest Seaport Alliance, visit www.nwseaportalliance.com.

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

B. SCOPE OF SERVICES

Provide strategic advice and planning in the development of a comprehensive federal government affairs strategy for NWSA, including but not limited to:

- Contribute proactive and creative suggestions for federal policy and funding opportunities to advance the NWSA's Strategic Business Plan and legislative/business priorities, fully utilizing the firm's staff resources in strategic brainstorming on proactive initiatives.
- Developing implementation plans for how to advance strategic priorities.
- Assisting in the drafting of legislative language.

Implement the NWSA's federal government affairs strategy, including but not limited to:

- Collaborating with government relations staff to advance federal priorities and interests.
- Proactively engaging with federal lawmakers, staff and agencies in pursuit of the NWSA's federal priorities and interests.
- Identifying key Congressional and federal agency relationships for the NWSA and assist in creating opportunities to build and strengthen them.
- Strategically contacting Congressional officials and the administration, and provide notes from meetings.

Communicate regularly with the NWSA, including but not limited to:

- Regular calls with the NWSA government relations team on firm's activities in Washington DC on behalf of the NWSA.
- Track key federal legislation and federal agency regulations relevant to the NWSA.
- Monitor and/or participate in meetings of Washington DC-based port groups (e.g. American Association of Port Authorities, Coalition for America's Gateways and Trade Corridors, etc.).

Be knowledgeable of how federal activities impact the NWSA:

- Understand how federal activities impact operations and competitiveness.
- Develop ability to communicate the NWSA's views with federal audiences effectively and accurately both orally and in writing.
- Write correspondence for federal audiences including letters, briefing materials, testimony, public comments, or other items as requested.

Conduct other work as assigned, such as assisting with meetings for NWSA officials or staff.

C. QUALIFICATIONS

The NWSA is seeking an aggressive, proactive, creative firm that has read the NWSA's Strategic Plan and who has:

- At least six years of experience representing client interests before Congress or serving in a senior policy staff capacity in Congress or a federal agency, or a combination thereof.

- Public sector experience.
- Maritime sector experience.
- Demonstrated ability to develop positive working relationships; the ability to communicate through modern technologies.
- General knowledge and understanding of federal issues and how they may relate to the NWSA's strategic plan and goals.
- Relationships with key federal decision makers of importance to the NWSA.
- Record of delivering legislative or regulatory results on behalf of clients.
- Ability to effectively advise, communicate and collaborate with the NWSA and on behalf of the NWSA.
- Absence of any real or perceived conflicts with the NWSA and its federal legislative/business priorities.

D. DELIVERABLES:

The selected consultant will:

- Regularly (weekly unless otherwise directed) communicate in person or by phone with the NWSA's designee describing the work and activities completed on part of each of the tasks included in the Scope of Services.
- Provide a semi-annual written summary that describes the work and activities completed over the last six months, with a focus on progress made towards furthering the NWSA's government affairs strategy and strategic plan.
- Make themselves available for an annual in-person briefing of the NWSA's Managing Members should it be requested.

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.....35 PTS

Identify the proposed team (to include working titles, degrees, certificates and licenses) and demonstrate the team's experience in performing the requested services by describing the following:

- The team's relationships and accomplishments working with:
 - Congress, with an emphasis on lawmakers representing Washington State.
 - House and Senate leadership: Senate committees of Appropriations, Budget, Commerce Science and Transportation, Energy and Natural Resources, Environment and Public Works, and Finance; and House committees of Appropriations, Budget, Energy and Commerce, Natural Resources, Transportation and Infrastructure, and Ways and Means.
 - Describe 2-3 examples of how the team has successfully advanced legislative policy through Congress.
 - Federal agencies, such as the Department of Transportation, U.S. Army Corps of Engineers, Environmental Protection Agency (or other environmental regulatory agencies), etc..
 - Describe 1-2 past examples of how the team has successfully changed the outcome of federal regulation and/or rulemaking on behalf of a client.
 - Describe 1-2 examples of how the team has successfully secured federal funding for a client project.
 - Briefly describe 1-2 examples of how the team has successfully acted to prevent an action—either in Congress or at a federal agency—that would have proven harmful to a client.

- Summarize the team's relationships and accomplishments working with the various national advocacy associations of which The Northwest Seaport Alliance is a member as well as other stakeholder groups with whom the NWSA might often partner.

Resumes of the key individuals, if submitted, shall 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.....30 PTS

Outline the team's knowledge and understanding of the key issue areas concerning The Northwest Seaport Alliance.

- What federal actions do you see as most impactful to the successful execution of The Northwest Seaport Alliance's strategic plan over the next 5 years?
- What strategy would you advise the NWSA to adopt in order to advance one goal contained in The Northwest Seaport Alliance's strategic plan?
- Provide a list of existing clients and description of how the firm would handle any conflicts of interest that might arise between clients.

3. Communications.....15 PTS

The NWSA will evaluate the team's ability to represent the NWSA, orally and in writing, to provide clear, concise, and accurate communications on NWSA issues to external parties, and provide effective communications to NWSA representatives on emerging issues, strategies and action plans.

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

4. Compensation 20 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.
- d) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

Proposed Price & Value

- Present detailed information on the firm's proposed fee structure for the services proposed. Specify any additional fees, charges, expenses, etc. that are, or may be, billable to the NWSA.
- Provide an estimated number of hours per month the team would work on NWSA issues.

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 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**

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFQ	AUGUST 29, 2016
Last Day To Submit Questions	SEPTEMBER 8, 2016
Proposals due	SEPTEMBER 19, 2016 @ 4:00 PM (PST)
Short List Consultants*	OCTOBER 7, 2016
Interviews (if required)*	WEEK OF NOVEMBER 7, 2016
Final Selection*	NOVEMBER 16, 2016
Execute Contract*	DECEMBER 6, 2016

Dates are estimates.

All status updates on the above solicitation timeline will be announced on the Port of Tacoma 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 of Tacoma'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.**

NOTE: The Holder's List system will be down August 30th at 5 PM through August 31st at 9AM. Subscribers will NOT be added to the list during this time period.

COMMUNICATION / INQUIRES

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

Proposers who may have questions about provisions of these documents are to email their questions by the date listed above. The Port 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 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 of Tacoma's web site and conveyed to those potential submitters who have requested to be placed on the Holders List.

SUBMITTAL PROCESS

Proposals 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:

procurement@portoftacoma.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 PROPOSALS will not be accepted by the NWSA. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

EVALUATION AND AWARD PROCESS

An evaluation team will review the Proposals 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 Proposal'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 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.

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

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

PUBLIC DISCLOSURE

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

If a 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 Port will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the Port 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 Port on account of actions taken under such procedure.

PERSONAL SERVICES AGREEMENT NO. 070409

PROJECT: The Northwest Seaport Alliance (NWSA) Federal Lobbying Services

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: PM

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 **Federal Lobbying Services** Personal Services (hereinafter referred to as the "Project").

The NWSA and Consultant mutually agree as follows:

SCOPE OF WORK

Provide strategic advice and planning in the development of a comprehensive federal government affairs strategy for NWSA, including but not limited to:

- Contribute proactive and creative suggestions for federal policy and funding opportunities to advance the NWSA's Strategic Business Plan and legislative/business priorities, fully utilizing the firm's staff resources in strategic brainstorming on proactive initiatives.
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- Understand how federal activities impact operations and competitiveness.
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Conduct other work as assigned, such as assisting with meetings for NWSA officials or staff.

DELIVERABLES

The selected consultant will:

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- Provide a semi-annual written summary that describes the work and activities completed over the last six months, with a focus on progress made towards furthering the NWSA's government affairs strategy and strategic plan.
- Make themselves available for an annual in-person briefing of the NWSA's Managing Members should it be requested.

COMPENSATION

This will be accomplished on a **fixed fee** 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 to cpinvoices@portoftacoma.com. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

CONTRACT TERM:

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

NORTHWEST SEAPORT ALLIANCE

CONSULTANT (LEGAL NAME)

By _____
Name
Title Date

By _____
Date

Print Name 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:

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

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, 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.

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.

Attachment “A”

HOURLY RATES

Consultant
Project Name

Personnel

Hourly Rates

Sr. Consultant 2	\$
Sr. Consultant 1	\$
Consultant 2	\$
Consultant 1	\$
Project 2	\$

All other fees will be paid per the Port of Tacoma Terms & Conditions.