



**Northwest Seaport Alliance
REQUEST FOR PROPOSALS
No. 070484**

**THE NORTHWEST SEAPORT ALLIANCE (NWSA)
HEADQUARTERS REQUIREMENTS GATHERING
AND MARKET OPTIONS ASSESSMENT**

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

RFP INFORMATION	
Contact:	Juli Tuson, Procurement
Email Addresses:	nwsaprocurement@nwseaportalliance.com
Phone:	(253) 383-9436
Submittal Date	JANUARY 12, 2017 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'NWSA HEADQUARTERS REQUIREMENTS GATHERING AND
MARKET OPTIONS ASSESSMENT' IN THE SUBJECT LINE

Northwest Seaport Alliance (NWSA)
Request for Proposals (RFP) 070484

**NWSA HEADQUARTERS REQUIREMENTS GATHERING AND MARKET
OPTIONS ASSESSMENT**

The NWSA is soliciting proposals from interested, qualified firms to gather requirements associated with the NWSA work space environments including recommendations for where work functions should be ultimately located in proximity to the harbors, best practices for managing a regional business, potential community and employee impacts, options for corporate and/or satellite offices, evaluate site alternatives, and represent the NWSA in securing a lease once the location(s) has been identified. There are two phases of work associated with this RFP. Managing Member authorization is required to commence Phase II work. The successful firm would begin in early 2017. Given the potential involvement in a leasing opportunity as a result of Phase II, the resulting contract will be for two (2) years with two one-year renewal options at the sole discretion of the Managing Members.

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.

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 NWSA's Standard Terms and Conditions are included with the Personal Services Contract Template which is 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

The Scope of Services will be broken up into two phases:

Phase I: Needs Assessment (February-May 2017)

Task 1: Scoping Sessions (February)

Consultant will meet with members from each of the following groups: The NWSA leadership including the Managing Members, each homeport's leadership, the Transition Steering Committee, and the NWSA Headquarters Sub-Team in a working session to discuss and clarify project expectations, objectives, approach and scope. The findings from this session(s) will help inform the content of the project's final scope.

Deliverables:

- Facilitate scoping session(s).
- Prepare NWSA Managing Member briefings.
- Prepare agendas and discussion materials for the working sessions.
- Provide a written summary of the working session discussions to define the specific approach for the needs assessment, including what it will and will not include.

Task 2: Work Functions Needs Assessment (February-April)

The consultant will conduct a thorough analysis and needs assessment of the Alliance's work functions and business needs as it relates to where those functions are performed in proximity to the operations. The following questions can be used to guide the needs assessment objectives, but is by no means a comprehensive list of objectives for the needs assessment:

- a. What current business functions exist and what work groups perform those functions within the alliance and homeports?
- b. What are the requirements (e.g. proximity to ports, customers, other business functions within the Alliance) for those work groups/business functions to meet their needs?
- c. How is collaboration between the homeports (Port of Tacoma and Port of Seattle) currently supporting Alliance business objectives through service level agreements, and how can that collaboration evolve to meet future needs of the Alliance?

Deliverables:

- Provide a written report summarizing the results of the needs assessment, identifying the Alliance's business needs and aligning those needs with an effective Phase II scope and process design.

Task 3: Stakeholder Engagement (February-throughout project)

Design and facilitate a robust stakeholder engagement process. The needs assessment should include working sessions and/or interviews to gather a broad range of input from employees, Managing Members, and community leaders to obtain a thorough understanding of each group's considerations in siting an Alliance headquarters in relation to its operations, and to define the steps and direction to be used for making informed decisions throughout the site search process.

- Of particular interest, what are the Managing Members' and community's perspectives on jobs within Pierce and King counties potentially moving between the two counties, driven by staff from the homeports moving into the alliance? (e.g. previous Port of Tacoma staff now in the Alliance being relocated in King County due to Alliance headquarters location move to King County, and vice-versa with Port of Seattle staff).
- Consideration of public access to Managing Member meetings and other events of public interest.

Deliverables:

- Develop draft and final meeting agendas, discussion materials, and written summaries of outreach efforts with employees, Managing Members, and community leaders.

Task 4: Market Assessment Criteria Development (April-May)

In concluding the needs assessment phase, the consultant will develop recommendations of criteria that will be utilized to drive Phase II. Following are just a few examples of criteria that will need to be considered and developed in order to move on to Phase II:

- Single primary locations or HQ with satellite locations;
- Building(s) size, locale;
- Proximity to homeports, services, conveniences, etc.;
- Access to public transportation and parking; and
- Work space approach (open, cubicles, private offices).

Deliverables:

- Report findings and recommendations. Based on information gathered through the stakeholder engagement process, other background information, and consultant expertise, the consultant will report findings and initial market assessment criteria to the Managing Members and solicit their feedback and comments. The initial report findings and market assessment recommendations will also be distributed to interested stakeholders for comment. This part of the process may be iterative and may incorporate multiple rounds of engagement and revision.

Task 5: Final Market Assessment Criteria and Plan (May)

Using feedback and recommendations gathered after the distribution of the initial findings and recommendations, consultant will compile a final list of market assessment criteria and site-search plan which will be presented at a NWSA Managing Member meeting.

Deliverables:

- Draft final market assessment criteria and site-search plan for Managing Member review and approval.

Phase II: Market Assessment and Securing the identified location(s)

(June-September 2017)

In addition to regularly communicating with NWSA staff on the progress towards site identification, the work done in this phase:

- Must be based on results of the needs assessment;
- Must identify several potential locations and associated costs for those locations as options to be presented to the NWSA Managing Members;
- Must brief the NWSA Managing Members on the merits of suggested locations citing how the locations meet the objectives of the needs assessment from Phase I; and
- Represent the NWSA in securing the identified location(s).
- Primary focus (and constraint) for the Market Assessment and site search is for a leasing opportunity.

Deliverables:

- Provide suggested properties with the current costs to the NWSA's designee;
- Conduct monthly project management meetings, develop draft and final agendas along with supporting materials, and prepare written summaries following each meeting; and

- Provide briefing materials that describe the merits of suggested locations, citing how the locations meet the objectives of the needs assessment from Phase I.

Overall Expectations:

For all aspects of the project (Needs Assessment, Site Alternatives, Securing a location(s)), the expectation is that the selected firm (or group) will:

- Work and collaborate with the NWSA Headquarters Sub-Team, Transition Steering Committee and NWSA Managing Members for the Needs Assessment;
- Develop and monitor project budget and deliverables schedule;
- Identify and develop criteria that will drive the site search and selection process;
- Coordinate with and brief the NWSA Managing Members, staff and public as requested;
- Provide regular project information updates for the NWSA website, internal collaboration site, and other publications;
- Attend periodic meetings with Alliance staff and other project participants; and
- 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.

NOTE: Proposers are to recommend the number of working sessions and meetings they believe are necessary to accomplish the Scope of Work and include these in the Compensation section of their proposal.

C. QUALIFICATIONS

The ideal Consultant will include a Managing Broker or Brokers in good standing, licensed to conduct real estate business in the state of Washington and who has:

- At least ten years of experience representing clients such as the NWSA in similar searches;
- Experience in working in diverse political environments and working with elected officials is preferred;
- Understanding of and ability to work with transparency requirements;

- Possess a Certified Commercial Investment Member (CCIM), Society of Industrial and Office Realtors (SIOR), or Accredited Consultant in Real Estate (ACRE) or equivalent designations;
- Demonstrated ability to develop positive working relationships; the ability to communicate through modern technologies;
- A progressively (continuously) successful record of delivering positive results on behalf of clients; and
- Ability to effectively advise, communicate and collaborate with the NWSA

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.....20 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:
 - Each other
 - Public and private organizations subject to transparency requirements
- Explain in detail how the firm and team meets or exceeds the qualifications stated in the qualifications section above.

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.....35 PTS

Outline the team’s knowledge and understanding of the Scope of Work.

- Describe your approach in identifying and recommending potential properties to the NWSA.
- What risks that are beyond your control do you see in providing this service and how would you mitigate them?
- Provide a list of similar existing clients and how the firm would handle any conflicts of interest that might arise between clients.

3. Communications.....20 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 property requirements.

- 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.)
 - Samples 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.
 - Samples of communications to NWSA representatives should be examples of documents or updates provided to a client to keep them informed on the progress of their property searches.

4. Compensation.....25 PTS

Compensation information **MUST** be provided separately from the proposal, in an individual document. As this project is broken down into two distinct phases, compensation information should be presented to reflect the work required for each phase with the following assumptions:

Phase 1 compensation: A firm, fixed price that is:

- 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) Documented in a rate sheet that details Consultant personnel, fully burdened hourly rates, hours, and total costs for each task and deliverable; and
- d) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

Payment will be upon accepted deliverables at the end of each task.

Phase 2 compensation: The Consultant selected through this RFP process will exclusively represent the NWSA in securing office space as further described herein. Said exclusive representation of the NWSA in the lease process will position the Consultant to be compensated through the traditional lease commission process which is paid by the property landlord.

The NWSA reserves the right to terminate the agreement of exclusive representation of the NWSA in the office lease process at any time. If terminated by the NWSA, the sole compensation to Consultant will be for those deliverables completed.

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 RFP	NOVEMBER 28, 2016
Last Day To Submit Questions	DECEMBER 14, 2017
Proposals due	JANUARY 12, 2017 @ 2:00 PM (PST)
Short List Consultants*	JANUARY 18, 2017
Interviews (if required)*	WEEK OF JANUARY 30, 2017
Final Selection*	FEBRUARY 3, 2017
Execute Contract*	FEBRUARY 13, 2017

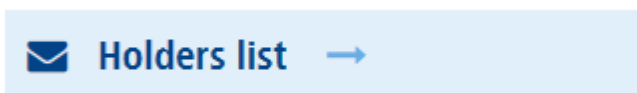
*Dates are estimates.

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 of Tacoma'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.**

COMMUNICATION / INQUIRES

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to Procurement Department, nwsaprocurement@nwseaportalliance.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 nwsaprocurement@nwseaportalliance.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 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 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 RFP. Send your electronic submittal to:

nwsaprocurement@nwseaportalliance.com
Name of Firm, RFP 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. 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 RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the NWSA.

COSTS BORNE BY PROPOSERS

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

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 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 NWSA 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.

PERSONAL SERVICES AGREEMENT NO. 070484

PROJECT: The Northwest Seaport Alliance (NWSA) Headquarters Requirements Gathering And Market Options Assessment

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 xxTITLExx Personal Services (hereinafter referred to as the "Project").

The NWSA and Consultant mutually agree as follows:

SCOPE OF WORK

The Scope of Services will be broken up into two phases:

Phase I: Needs Assessment (February-May 2017)

Task 1: Scoping Sessions (February)

Consultant will meet with members from each of the following groups: The NWSA leadership including the Managing Members, each homeport's leadership, the Transition Steering Committee, and the NWSA Headquarters Sub-Team in a working session to discuss and clarify project expectations, objectives, approach and scope. The findings from this session(s) will help inform the content of the project's final scope.

Deliverables:

- Facilitate scoping session(s).
- Prepare NWSA Managing Member briefings.
- Prepare agendas and discussion materials for the working sessions.
- Provide a written summary of the working session discussions to define the specific approach for the needs assessment, including what it will and will not include.

Task 2: Work Functions Needs Assessment (February-April)

The consultant will conduct a thorough analysis and needs assessment of the Alliance's work functions and business needs as it relates to where those functions are performed in proximity to the operations. The following questions can be used to guide the needs assessment objectives, but is by no means a comprehensive list of objectives for the needs assessment:

- a. What current business functions exist and what work groups perform those functions within the alliance and homeports?
- b. What are the requirements (e.g. proximity to ports, customers, other business functions within the Alliance) for those work groups/business functions to meet their needs?
- c. How is collaboration between the homeports (Port of Tacoma and Port of Seattle) currently supporting Alliance business objectives through service level agreements, and how can that collaboration evolve to meet future needs of the Alliance?

Deliverables:

- Provide a written report summarizing the results of the needs assessment, identifying the Alliance's business needs and aligning those needs with an effective Phase II scope and process design.

Task 3: Stakeholder Engagement (February-throughout project)

Design and facilitate a robust stakeholder engagement process. The needs assessment should include working sessions and/or interviews to gather a broad range of input from employees, Managing Members, and community leaders to obtain a thorough understanding of each group's considerations in siting an Alliance headquarters in relation to its operations, and to define the steps and direction to be used for making informed decisions throughout the site search process.

- Of particular interest, what are the Managing Members' and community's perspectives on jobs within Pierce and King counties potentially moving between the two counties, driven by staff from the homeports moving into the alliance? (e.g. previous Port of Tacoma staff now in the Alliance being relocated in King County due to Alliance headquarters location move to King County, and vice-versa with Port of Seattle staff).
- Consideration of public access to Managing Member meetings and other events of public interest.

Deliverables:

- Develop draft and final meeting agendas, discussion materials, and written summaries of outreach efforts with employees, Managing Members, and community leaders.

Task 4: Market Assessment Criteria Development (April-May)

In concluding the needs assessment phase, the consultant will develop recommendations of criteria that will be utilized to drive Phase II. Following are just a few examples of criteria that will need to be considered and developed in order to move on to Phase II:

- Single primary locations or HQ with satellite locations;
- Building(s) size, locale;
- Proximity to homeports, services, conveniences, etc.;
- Access to public transportation and parking; and
- Work space approach (open, cubicles, private offices).

Deliverables:

- Report findings and recommendations. Based on information gathered through the stakeholder engagement process, other background information, and consultant expertise, the consultant will report findings and initial market assessment criteria to the Managing Members and solicit their feedback and comments. The initial report findings and market assessment recommendations will also be distributed to interested stakeholders for comment. This part of the process may be iterative and may incorporate multiple rounds of engagement and revision.

Task 5: Final Market Assessment Criteria and Plan (May)

Using feedback and recommendations gathered after the distribution of the initial findings and recommendations, consultant will compile a final list of market assessment criteria and site-search plan which will be presented at a NWSA Managing Member meeting.

Deliverables:

- Draft final market assessment criteria and site-search plan for Managing Member review and approval.

Phase II: Market Assessment and Securing the identified location(s)**(June-September 2017)**

In addition to regularly communicating with NWSA staff on the progress towards site identification, the work done in this phase:

- Must be based on results of the needs assessment;
- Must identify several potential locations and associated costs for those locations as options to be presented to the NWSA Managing Members;
- Must brief the NWSA Managing Members on the merits of suggested locations citing how the locations meet the objectives of the needs assessment from Phase I; and
- Represent the NWSA in securing the identified location(s).

- Primary focus (and constraint) for the Market Assessment and site search is for a leasing opportunity.

Deliverables:

- Provide suggested properties with the current costs to the NWSA's designee;
- Conduct monthly project management meetings, develop draft and final agendas along with supporting materials, and prepare written summaries following each meeting; and
- Provide briefing materials that describe the merits of suggested locations, citing how the locations meet the objectives of the needs assessment from Phase I.

Overall Expectations:

For all aspects of the project (Needs Assessment, Site Alternatives, Securing a location(s)), the expectation is that the selected firm (or group) will:

- Work and collaborate with the NWSA Headquarters Sub-Team, Transition Steering Committee and NWSA Managing Members for the Needs Assessment;
- Develop and monitor project budget and deliverables schedule;
- Identify and develop criteria that will drive the site search and selection process;
- Coordinate with and brief the NWSA Managing Members, staff and public as requested;
- Provide regular project information updates for the NWSA website, internal collaboration site, and other publications;
- Attend periodic meetings with Alliance staff and other project participants; and
- 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.

NOTE: Proposers are to recommend the number of working sessions and meetings they believe are necessary to accomplish the Scope of Work and include these in the Compensation section of their proposal.

DELIVERABLES

As stated in the Scope.

ASSUMPTIONS

None identified.

COMPENSATION

This will be accomplished on **XXXXXXXX** 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 _____
Mark Little Date
Director, Contracts & Procurement

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:

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

1. Key Personnel

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

2. Relationship of the Parties

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

3. Conflicts of Interest

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

4. Compliance with Laws

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

5. Records and other Tangibles

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

6. Ownership of Work

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

7. Disclosure

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

8. Compensation

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

9. Payment Schedule

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

10. Costs and Disbursements

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

11. Insurance - Assumption of Risk

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

b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the NWSA, 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.

HOURLY RATES

**Consultant
Project Name**

Personnel

Hourly Rates

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