

**THE NORTHWEST SEAPORT ALLIANCE**  
**MEMORANDUM**

**MANAGING MEMBERS**  
**ACTION ITEM**

Item No. 8E

Date of Meeting December 3, 2024

**DATE:** November 19, 2024

**TO:** Managing Members

**FROM:** John Wolfe, CEO

Project Manager: Ryan McFarland, Director of Government Affairs

**SUBJECT:** Approval of the NWSA federal lobbying services contract

**A. ACTION REQUESTED**

Request authorization for the Chief Executive Officer to execute a five-year personal services agreement (agreement number 072140) with Elevate Government Affairs, LLC for federal lobbying services in an amount not to exceed \$1,050,000.

**B. SYNOPSIS**

This request would provide authorization for a five-year personal services agreement with Elevate Government Affairs for federal lobbying services. The agreement involves an initial term of three years and the option of two one-year renewals at the sole discretion of the NWSA for a possible total of five years. The length of this agreement is from the February 1, 2025 to January 31, 2030. Staff are seeking authorization for the full amount of a five-year agreement.

**C. BACKGROUND**

The Managing Members authorized the current personal services agreement for federal lobbying services on December 1, 2020. The current contract, which Elevate Government Affairs also holds, will expire on January 31, 2025.

The current contract has a term of four years, while the new contract would have a term of three years plus the potential of two one-year options. Other than this difference in the length of the contract, no substantial changes have been made to the terms or conditions of the contract compared to the current federal lobbying services contract.

The consultant was selected through a public procurement (RFP) process. The Request for Proposals for this contract was issued on July 16, 2024 and closed on August 6. Only one firm submitted a proposal. Elevate's proposal met the expectations of the evaluation panel, and the panel has selected Elevate as the recommended awardee.

Elevate's performance under the current contract has been exemplary. Notable accomplishments by the alliance's federal government affairs team over the last four years include:

- Overcoming institutional resistance within the government over changes in Harbor Maintenance Tax policy to secure over \$53 million in HMT donor port funding in FY24.
- Working closely with the Washington State Congressional Delegation to ensure the Bipartisan Infrastructure Law included substantial investments for new and existing port funding programs.
- Securing Port Infrastructure Development Program grants every year from 2021 to 2024, including a \$54 million grant in 2023 for the Husky Terminal expansion, as well as over \$50 million in funding from other federal grant programs.
- Securing authorization of the Tacoma deepening project in the 2022 water resources bill and the full funding needed to complete design in subsequent appropriations legislation.
- Successfully advancing legislative policy to facilitate mitigation bank approval by securing increased funds for the Army Corps of Engineers regulatory program and provisions in water resources legislation.

The scope of work for the new contract would remain unchanged from the current contract approved by the Managing Members in 2020:

1. Provide strategic advice and planning in the development of a comprehensive federal government affairs strategy for the NWSA, including but not limited to:
  - i. Contribute proactive and creative suggestions for federal policy and funding opportunities to advance the NWSA's legislative and business priorities.
  - ii. Developing implementation plans for how to advance strategic priorities.
  - iii. Assist in the drafting of legislative language.
2. Implement the NWSA's federal government affairs strategy, including but not limited to:
  - i. Advance federal priorities and interests in collaboration with government relations staff.
  - ii. Assist the NWSA in securing federal funding, both through the competitive grant process as well as other relevant congressionally directed or agency driven processes.
  - iii. Proactively engage with federal lawmakers, staff and agencies in pursuit of the NWSA's federal priorities and interests.
  - iv. Identify key congressional and federal agency relationships for the NWSA and assist in creating opportunities to build and strengthen them.
  - v. Strategically contact members of Congress and the administration, and provide reports from meetings.
  - vi. As appropriate, help develop and participate in partnerships and coalitions that can advance NWSA's policy priorities.
3. Communicate regularly with the NWSA, including but not limited to:
  - i. Regular calls with the NWSA government relations team on the firm's activities in Washington DC on behalf of the NWSA.
  - ii. Track federal legislation and federal agency regulations relevant to the NWSA.

- iii. Monitor and/or participate in meetings of Washington DC-based trade and transportation groups.
4. Be knowledgeable of how federal activities impact the NWSA:
  - i. Understand how federal activities impact operations and competitiveness.
  - ii. Develop ability to communicate the NWSA's views with federal audiences effectively and accurately both orally and in writing.
  - iii. Write correspondence for federal audiences including letters, briefing materials, testimony, public comments, or other items as requested.
5. Conduct other work as assigned, such as assisting with meetings for NWSA officials or staff.

#### **D. FINANCIAL IMPLICATIONS**

##### ***Source of Funds***

The NWSA 2025 operating budget includes the full annual expenditure of \$210,000 in the Government Affairs department budget.

##### ***Financial Impact***

This contract is paid as a monthly retainer of \$17,500 (\$210,000 annually and not to exceed \$630,000 over three years or \$1,050,000 if the two one-year options are executed), and is expensed at the time of payment as an outside service. This is a 17% increase over the current contract. This is the first increase to the federal lobbying contract amount since January 2017. The NWSA's current contract with Elevate, which went into effect in January 2021, kept the annual retainer at the same rate as our 2017 contract in response to financial pressures of the pandemic. This type of expenditure is part of the normal operating expenses for the NWSA and has been included in the 2025 operating budget.

#### **E. ATTACHMENTS TO THIS REQUEST**

- Personal services agreement number 072140
- Request for proposals number 072140



**PERSONAL SERVICES AGREEMENT NO. 072140**

<b>TITLE</b>	The Northwest Seaport Alliance Federal Lobbying Services 2024
<b>CONSULTANT:</b>	Elevate Government Affairs LLC 440 First Street NW Suite 550 Washington, DC 20001
<b>PROJECT MANAGER:</b>	Ryan McFarland
<b>PROJECT NO./G/L NO.:</b>	20-6005-86-0000-00

THIS AGREEMENT is made and entered into by and between the Northwest Seaport Alliance (hereinafter referred to as the NWSA) and Elevate Government Affairs LLC (hereinafter referred to as the Consultant) for the furnishing of The Northwest Seaport Alliance Federal Lobbying Services 2024 (hereinafter referred to as the **Project**)

**SCOPE OF WORK**

The NWSA and Consultant mutually agree on statement of work as follows:

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

- Contribute proactive and creative suggestions for federal policy and funding opportunities to advance NWSA’s legislative and business priorities.
- Develop implementation plans for how to advance strategic priorities.
- Assist in the drafting of legislative language.
- Implement the NWSA’s federal government affairs strategy, including but not limited to:
  - Advance federal priorities and interests in collaboration with government relations staff.
  - Assist the NWSA in securing federal funding, both through the competitive grant process as well as other relevant congressionally directed or agency driven processes.
  - Proactively engage with federal lawmakers, staff and agencies in pursuit of NWSA’s federal priorities and interests.
  - Identify key congressional and federal agency relationships for NWSA and assist in creating opportunities to build and strengthen them.
  - Strategically contact members of Congress and the administration and provide notes from meetings.
  - As appropriate, help develop and participate in partnerships and coalitions that can advance NWSA’s policy priorities.
- Communicate regularly with NWSA, including but not limited to:
  - Regular calls with NWSA government relations team on firm’s activities in Washington, DC on behalf of 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 NWSA:
  - Understand how federal activities impact operations and competitiveness.
  - Develop ability to communicate 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.
  - Develop deep knowledge of the Puget Sound region's and Washington state's economy, key stakeholders and political dynamics to provide strategic guidance on how to best shape NWSA's federal agenda.
- Conduct other work as assigned, such as assisting with meetings for NWSA officials or staff.

### **DELIVERABLES**

- Achieve or advance—to the greatest extent practical— NWSA's legislative priorities.
- Regularly (weekly unless otherwise directed) communicate in person or by phone with NWSA's designee describing the work and activities completed on each of the tasks included in the Scope of Services
- Make themselves available for an annual in-person briefing of NWSA's Managing Members should it be requested.

### **ASSUMPTIONS**

Consultant agrees to submit timely invoices as the work progresses.

### **COMPENSATION**

This will be accomplished on fully burdened, fixed basis and will not exceed **\$630,000.00** 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.

Invoice period is for the previous calendar month and shall be computed pursuant to the rates and limitations set forth in the Agreement.

Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment.

Invoices shall be submitted by the consultant through the Port's project management software each month. Incomplete or improperly prepared invoices will be returned for correction without processing or payment. All invoices must include the required supporting documentation (Contract #, PO #/TO #). Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

### **TERM**

The initial term of this Agreement will be from February 1, 2025 through **January 31, 2028**, with the option of two (2) one (1) year renewals at the sole discretion of the NWSA, for a possible total of five (5) years.

**AGREED**

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

**THE NORTHWEST SEAPORT ALLIANCE**

**ELEVATE GOVERNMENT AFFAIRS  
LLC**

By

By

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Sharon Rothwell  
Director, Contracts and  
Purchasing

Date

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[VENDOR SIGN]  
[VENDOR TITLE]

Date

**NWSA Terms and Conditions  
for Personal Service Agreement 072140**

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

**1. Key Personnel**

The Consultant's 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 NWSA.

**2. Relationship of the Parties**

Consultant and its subconsultants and their employees, are independent contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee nor of principal and agent.

**3. Conflicts of Interest**

Consultant warrants that it has no direct nor 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 nor 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 is 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 Services.

**5. Records and other Tangibles**

The NWSA is a public entity and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56 and the Secretary of State's Local Government

Common Records Retention Schedule (CORE) Version 3.3 (October 2016). Therefore, until the expiration of six (6) years after the term of this Agreement, Consultant agrees to maintain accurate records of all activities done in providing the Services and to deliver such records to the NWSA upon termination of the Agreement or otherwise as requested by the NWSA.

**6. Ownership of IP**

The plans, specifications, models, programs, reports, and other products prepared by the Consultant in performing the Services are Instruments of Service for purposes of the copyright laws of the United States. The NWSA has ownership rights to the Instruments of Service. Consultant shall not be responsible for changes made in the Instruments of Service 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 the Instruments of Service for promotional purposes shall require the NWSA's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the NWSA.

**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, the NWSA shall pay Consultant as specified in the Agreement.

## 9. Payment Schedule

Consultant shall submit detailed numbered invoices monthly showing descriptions of the Services being invoiced, work order number, title of the Project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate by the 10th of the following month to be paid by the end of the 30th, 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 the Services.

## 11. Insurance - Assumption of Risk

- a) As a further consideration in determining compensation amounts, Consultant shall procure and maintain, during the term of this Agreement, such commercial general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing the Services from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage and cyber-related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control 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) The Consultant and its subconsultants shall indemnify, defend (the defense obligation shall not apply to professional liability claims), and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and their respective appointed and elective officers and employees ("Indemnified Parties") 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 the Indemnified Parties arising from the negligent acts, errors, or omissions by the Consultant in the performance of the Services.

- c) Not used
- d) Consultant shall indemnify and hold the Port of Tacoma and Northwest Seaport Alliance harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

## 12. Standard of Care

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

## 13. Time

Time is of the essence in the performance of the Services.

## 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. 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.

## **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  
Rate Sheet  
The Northwest Seaport Alliance**

**Elevate Government Affairs LLC  
The Northwest Seaport Alliance Federal Lobbying Services 2024  
Personal Services Contract No. 072140  
Project No./GL Account No. 20-6005-86-0000-00**

<b>Cost</b>
\$17,500 per month

All other fees will be paid per the NWSA Terms & Conditions.

Additional personnel are not authorized without prior written approval from the NWSA's Project Manager.



**NWSA  
REQUEST FOR PROPOSALS  
NO. 072140**

**THE NORTHWEST SEAPORT ALLIANCE  
FEDERAL LOBBYING SERVICES**

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

<b>RFP INFORMATION</b>	
Contact:	Axa Turney, Contract and Procurement Analyst
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone:	(253) 888-4768
Submittal Date	<b>August 6, 2024</b>
Questions Due Date	<b>July 30, 2024</b>

**SUBMIT ALL QUESTIONS AND PROPOSALS VIA THE PROCUREMENT PORTAL. (LINK LOCATED ON THE LEFT SIDE OF THE PROCUREMENT WEB PAGE)**

**Northwest Seaport Alliance**  
**Request for Proposals (RFP) 072140**  
**The Northwest Seaport Alliance**  
**Federal Lobbying Services**

**A. PURPOSE**

The NWSA is soliciting proposals from firms qualified and interested in providing federal lobbying services on behalf of The Northwest Seaport Alliance and strategic direction and oversight regarding issues of importance to NWSA. The NWSA anticipates awarding one (1) personal service contract. The period of performance of the contract is three (3) years from the execution of the contract, with options for (2) 1 year renewals at the sole discretion of the NWSA, for a possible total of five (5) years.

**B. BACKGROUND**

Formed in 2015, The Northwest Seaport Alliance is a marine cargo operating partnership of the ports of Tacoma and Seattle. The NWSA is one of the largest container gateways in North America. To learn more about the NWSA, visit [www.nwseaportalliance.com](http://www.nwseaportalliance.com).

The NWSA's Standard Terms and Conditions are included in 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.

Proposers submit proposals understanding all contract terms and conditions are mandatory. Response submittal is agreement to the Contract without exception. The NWSA reserves the right to negotiate changes to submitted proposals and to change the NWSA's otherwise mandatory Contract form during negotiations. If the Proposer is awarded a contract and refuses to sign the attached Contract form, the NWSA may reject the Proposer from this and future solicitations for the same work. Under no circumstances shall Proposer submit its own boilerplate of terms and conditions.

## **SCOPE OF SERVICES**

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

- Contribute proactive and creative suggestions for federal policy and funding opportunities to advance NWSA's legislative and business priorities.
- Developing implementation plans for how to advance strategic priorities.
- Assist in the drafting of legislative language.

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

- Advance federal priorities and interests in collaboration with government relations staff.
- Assist t NWSA in securing federal funding, both through the competitive grant process as well as other relevant congressionally directed or agency driven processes.
- Proactively engage with federal lawmakers, staff and agencies in pursuit of NWSA's federal priorities and interests.
- Identify key congressional and federal agency relationships for NWSA and assist in creating opportunities to build and strengthen them.
- Strategically contact members of Congress and the administration and provide notes from meetings.
- As appropriate, help develop and participate in partnerships and coalitions that can advance NWSA's policy priorities.

Communicate regularly with NWSA, including but not limited to:

- Regular calls with NWSA government relations team on firm's activities in Washington, DC on behalf of NWSA.
- Track key federal legislation and federal agency regulations relevant to t 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 NWSA:

- Understand how federal activities impact operations and competitiveness.
- Develop ability to communicate 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.

- Develop deep knowledge of the Puget Sound region's and Washington state's economy, key stakeholders and political dynamics in order to provide strategic guidance on how to best shape NWSA's federal agenda.

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 understands the NWSA's mission 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 NWSA's strategic plan and goals.
- Relationships with key federal decision makers of importance to NWSA.
- Record of delivering legislative or regulatory results on behalf of clients.
- Ability to effectively advise, communicate and collaborate with NWSA and on behalf of the NWSA.

### **D. DELIVERABLES:**

The selected consultant will:

- Achieve or advance—to the greatest extent practical— NWSA's legislative priorities.
- Regularly (weekly unless otherwise directed) communicate in person or by phone with NWSA's designee describing the work and activities completed on each of the tasks included in the Scope of Services
- Make themselves available for an annual in-person briefing of NWSA's Managing Members should it be requested.

### **E. PROPOSAL ELEMENTS & EVALUATION CRITERIA:**

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing Vendor (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 10 point or larger. Proposals that do not follow this format may be rejected. Submittals need to be limited to **9 MB** in total size.

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 (2) 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 interest for team members, inclusive of the prime, sub-consultants and key team members.
- The selected Consultant will be required to submit a LD-1 Lobbying Registration within two (2) business days following notification of Consultant selection.

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

**INITIAL EVALUATION PHASE**

**1. Project Approach Narrative.....20 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 NWSA’s mission over the next 5 years?
- What strategy would you advise the NWSA to adopt or maintain in order to advance one goal in support of the NWSA’s mission?

**2. Specialized Knowledge & Experience ..... 50 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, Environment and Public Works, Finance, and Homeland Security; and House committees of Appropriations, Budget, Energy and Commerce, Homeland Security, Natural Resources, Transportation and Infrastructure, and Ways and Means.
  - Briefly describe 1-2 examples of how the team has successfully acted to prevent an action that would have proven harmful to a client.
  - Describe 1-2 examples of how the team has successfully advanced legislative policy through Congress.

- Describe 1-2 examples of how the team has successfully secured federal funding for a client project.
- Federal agencies, such as Customs and Border Protection, the Environmental Protection Agency, Federal Maritime Commission, Department of Commerce, Department of Transportation, U.S. Army Corps of Engineers, and U.S. Trade Representative.
  - 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.
- Various federal advocacy associations of which NWSA is a member as well as other stakeholder groups with whom 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.

### 3. Communications

**10 PTS**

The Northwest Seaport Alliance will evaluate the team's ability to represent 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 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's 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**

Present detailed information on the firm's proposed fee structure for all resources for the services proposed.

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

All rates quoted shall be:

- a) Fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);
- b) Quoted in US Dollars;
- c) Full cost inclusive of sales tax and other government fees, taxes and charges; and



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

**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 Alliance.
- An estimated number of hours per month the team would work on Alliance issues.

**NOTE:** THE NWSA RESERVES THE RIGHT TO AWARD A CONTRACT FROM THE INITIAL EVALUATION PHASE. IF THAT IS NOT POSSIBLE, THE NWSA WILL HOLD ORAL PRESENTATIONS WITH THE TOP RANKED FIRMS AND SCORE THE REFERENCES AND ORAL PRESENTATIONS AS INDICATED BELOW IN THE FINAL EVALUATION PHASE.

**FINAL EVALUATION PHASE (if applicable)**

- 5. Oral Presentations (as requested by the NWSA).....100 PTS

If an award is not made based on the written evaluations alone, oral presentations 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 oral presentations.

- 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.

**LIST OF ATTACHMENTS:**

**ATTACHMENT A – INSTRUCTIONS FOR PROPOSING (ATTACHED TO RFP)**

**ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS (ATTACHED TO RFP)**

**ATTACHMENT C – COST BREAKDOWN-OFFER TEMPLATE (SEPARATE ATTACHMENT)**

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

**PROCUREMENT PROCESS**

**SOLICITATION TIMELINE:**

This is the procurement schedule for this RFP. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the NWSA.

Issuance of RFP	July 16, 2024
<b>*Last Day To Submit Questions</b>	<b>July 30, 2024 @ 2PM</b>
<b>*Proposal packets due</b>	<b>August 6, 2024 @ 2PM</b>
*Review/Shortlist*	August 20, 2024
*Oral Presentations (if required)*	August 26-30, 2024
*Final Selection	September 3, 2024
*Execute Contract	October 2024

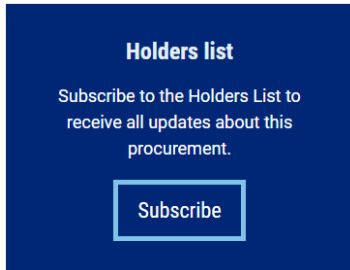
\*Dates are tentative and may be subject to change.

All status updates on the above solicitation timeline will be announced on the NWSA’s website for this solicitation.

**VENDOR OBLIGATION**

The Northwest Seaport Alliance (**NWSA**) and Port of Tacoma’s (**PORT**) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the PORT’s website, [www.portoftacoma.com](http://www.portoftacoma.com) under ‘Business -> Contracting -> Procurement.’

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



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

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

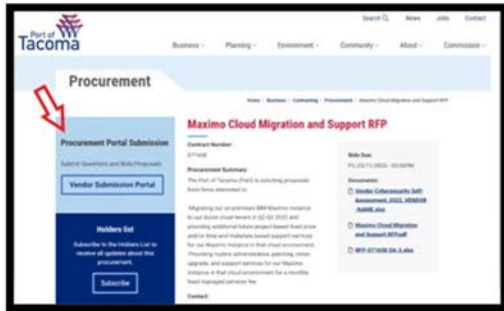
**COMMUNICATION / INQUIRES**

**All communications is to be sent through the RFP Coordinator.**

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

Proposers who, relative to this scope of services, contact any individuals or Commission members representing the NWSA or the PORT, other than the Procurement Representative listed on the solicitation may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department via the Procurement Portal (Portal link is accessible via this specific procurements website. See left side of page.).



Proposers who may have questions about provisions of these documents are to submit their questions by the date listed on the solicitation. The NWSA will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

### **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 NWSA's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

### **SUBMITTAL PROCESS**

#### **Electronic Submittal:**

Proposals must be received via the procurement portal on or before the date and time outlined on the front page of this proposal.

#### **Procurement Submission Portal Instructions:**

Navigate to this procurements web page (referencing the number and name) via the following link [Procurement | Port of Tacoma](#). While on the procurements page, click on the 'Procurement Submission Portal' link (located on the lefthand side of the page).

Full instructions on how to utilize the submission portal can be found on the NWSA's website, [www.portoftacoma.com](http://www.portoftacoma.com) under 'Business -> Contracting -> Procurement'. See bold red heading above the bid search box "Bid and Question Submittal Instructions", to access the thorough instructions in PDF format.

Please submit proposal, including all separate attachments and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to **9 MB in total**

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

size. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification is provided.

**\*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.**

All proposals submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

### **EVALUATION AND AWARD PROCESS**

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

A selection may be made based on the proposals and initial evaluation criteria alone. Alternatively, the evaluation team may create a short list of the top ranked firms and invite the short-listed firms in for interview and/or check references. Scores for reference checks and interviews will be tallied and added to the short-listed firm's initial evaluation scores. Final selection will be based on the accumulative score.

The NWSA intends to select the Proposer who represents the best value to the NWSA.

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

### **PROCEDURE WHEN ONLY ONE PROPOSAL IS RECEIVED**

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

### **GENERAL INFORMATION**

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

### **COSTS BORNE BY PROPOSERS**

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

### **PROTEST PROCESS**

A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the NWSA's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the NWSA within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com).

**Consideration.** Upon receipt of the written protest, the NWSA will consider the protest. The NWSA may, within three (3) business days of the NWSA's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the NWSA, the Contracts Director of the NWSA or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the NWSA's receipt of the protest. (If more than one (1) protest is filed, the NWSA's decision will be provided within three (3), but no more than six (6) business days of the NWSA's receipt of the last protest.) If no reply is received from the NWSA during the six (6) business-day period, the protest will be deemed rejected.

**Waiver.** Failure to comply with these protest procedures will render a protest waived. **Condition Precedent.** Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

### **SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES**

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

### **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 firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as **CONFIDENTIAL**, **PROPRIETARY** or **TRADE SECRET** on each page for which the protection is sought. If a request is made for disclosure of such portion, the NWSA will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from

**ATTACHMENT A – INSTRUCTIONS FOR PROPOSING**

the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the NWSA by the stated deadline, the NWSA will release the requested portions of the proposal. 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. [CONTRACTNO]**

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**TITLE: [TITLE]**

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**Consultant: [VENDOR], [VENDORADD]**

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**CONTRACT OWNER: [PM] \_\_\_\_\_ PROJECT NO./G/L NO.: [PROJECTNO]/[G/L]**

THIS AGREEMENT is made and entered into by and between the [ENTITY] (*hereinafter referred to as the **NWSA***) and [VENDOR] (*hereinafter referred to as the **Consultant***) for the furnishing of [DESCRIPTION] (*hereinafter referred to as the **Project***).

The NWSA and Consultant mutually agree as follows:

**SCOPE OF WORK**

[SOW]

**DELIVERABLES**

[DELIVERABLES]

**COMPENSATION**

[AMOUNT]

**TERM**

The term of the Agreement shall be from the date of execution through...

**AGREED**

This agreement is expressly conditioned upon the Terms and Conditions attached ...

**[ENTITY]**

**[CONSULTANT]**

By

By

[CM]

Date

[VENDORSIGN]

Date

[CMTITLE]

[VENDORTITLE]

## ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

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's 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 and its subconsultants and their employees, are independent contractors. Nothing contained herein shall be deemed to create a relationship of employer and employee nor of principal and agent.

### 3. Conflicts of Interest

Consultant warrants that it has no direct nor 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 nor 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 is 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 Services.

### 5. Records and other Tangibles

The NWSA is a public entity and must maintain access to, and be able to provide, records per RCW 40.14, RCW 42.56 and the Secretary of State's Local Government Common Records Retention Schedule (CORE) Version 3.3 (October 2016). Therefore, until the expiration of six (6) years after the term of this Agreement, Consultant agrees to maintain accurate records of all activities done in providing the Services and to deliver such records to the NWSA upon termination of the Agreement or otherwise as requested by the NWSA.

### 6. Ownership of IP

The plans, specifications, models, programs, reports, and other products prepared by the Consultant in performing the Services are Instruments of Service for purposes of the copyright laws of the United States. The NWSA has ownership rights to the Instruments of Service. Consultant shall not be responsible for changes made in the Instruments of Service 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 the Instruments of Service for promotional purposes shall require the NWSA's prior consent. Notwithstanding anything to the contrary in this Agreement, Consultant and its personnel are free to use and employ their general skills, know how, and expertise, and use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of this Agreement so long as they acquire and apply such information without any unauthorized use or disclosure of confidential or proprietary information from the NWSA.

### 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, the NWSA shall pay Consultant as specified in the Agreement.

### 9. Payment Schedule

Consultant shall submit detailed numbered invoices monthly showing descriptions of the Services being invoiced, work order number, title of the Project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate by the 10th of the following month to be paid by the end of the 30th, unless other terms are agreed to by the parties.

### 10. Costs and Disbursements



## ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

Consultant shall pay all costs and disbursements required for the performance of its the Services.

### 11. Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, Consultant shall procure and maintain, during the term of this Agreement, such commercial general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing the Services from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage and cyber-related risks such as theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control 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) The Consultant and its subconsultants shall indemnify, defend (the defense obligation shall not apply to professional liability claims), and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and their respective appointed and elective officers and employees ("Indemnified Parties") 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 the Indemnified Parties arising from the negligent acts, errors, or omissions by the Consultant in the performance of the Services.

c) Consultant shall indemnify and hold the Port of Tacoma and Northwest Seaport Alliance harmless from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that include theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control.

### 12. Standard of Care

Consultant shall perform the Services to conform to any applicable generally accepted

professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such the Services.

### 13. Time

Time is of the essence in the performance of the Services.

### 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. 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.

### 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.