THE NORTHWEST SEAPORT ALLIANCE
MEMORANDUM

MANAGING MEMBERS
ACTION ITEM

Item No. 8A
Date of Meeting October 30, 2026

DATE: October 13, 2026

TO: Managing Members

FROM: John Wolfe, CEO

Sponsor: John Wolfe, CEO

Project Managers: Lindsay Wolpa, Senior Manager of Strategic Partnerships & Projects and Melanie Stambaugh Babst, Director of Communications

SUBJECT: The Northwest Seaport Alliance (NWSA) Rebrand Initiative

A. ACTION REQUESTED

Replace October 6 action item 9D request with:

(1) Authorize the Chief Executive Officer or delegate to execute Personal Services Agreement No. PA000000207 with NJI Media, LLC for the NWSA Rebrand Initiative for Phase 1 in an amount not to exceed $183,000.00 plus any applicable Washington State Sales Tax, in substantially the same form as presented.

(2) Establish a Rebrand Initiative Work Group to be effective throughout the pendency of the rebrand initiative to provide recommendations to the Managing Members.

B. SYNOPSIS

The proposed contract will provide consultant support for Phase 1 of a rebranding initiative intended to clarify NWSA's organizational identity, strengthen recognition in the international shipping marketplace, and better communicate NWSA's value proposition to international shipping partners, stakeholders and the communities it serves. Phase 1 includes two stages: Stage 1) discovery and research and Stage 2) strategic identity development. The work will be overseen by the Rebrand Initiative Work Group.

C. BACKGROUND

The NWSA was formed in 2015 to strengthen the shared market position of the Ports of Seattle and Tacoma on a national and global scale. NWSA currently describes itself publicly as a marine cargo operating partnership of the Port of Seattle and Port of Tacoma and a leading container gateway in the United States. As acknowledged in the Charter, NWSA is a Washington port development authority. It maintains an independent organizational structure of the Homeports.

Over the last eleven years, NWSA has recognized that its current name and formal description could better reflect its story and provide a more comprehensive identity in the marketplace. NWSA works with partners from local to global scales and plays a key role in international trade and the economic vitality of the Pacific Northwest region.

Staff issued Request for Proposals No. 032026-1024 for the NWSA Rebrand Initiative. The RFP sought qualified branding and design agencies to lead a comprehensive rebranding initiative, with the intention of awarding one personal services contract. The RFP identified initial timeline milestones of substantial project completion by the end of 2026 and finalization of the workplan and project schedule by the end of Q2 2026. The project schedule is expected to extend further into 2027.

The RFP was issued March 25, 2026. Proposal packets were due May 6, 2026. Twenty-two proposals were submitted, and 15 responses were formally evaluated, with the top five firms subsequently invited to provide oral presentations. After proposals and presentations were reviewed and scored, NJI Media was selected as the winning firm.

The selection panel comprised of:

- Jeff Bellerud, Chief Operating Officer
- Steve Balaski, Director of Business Development
- Deirdre Wilson, Director of Planning & Permitting
- Lindsay Wolpa, Senior Manager of Strategic Partnerships and Projects
- Melanie Stambaugh Babst, Director of Communications

D. PROJECT DETAILS

The consultant team will provide strategic planning, facilitation and creative services for Phase 1 of the rebranding initiative, with meaningful internal and external participation and an expedited project schedule. The NWSA Senior Manager of Strategic Partnerships and Projects and Communications Director will serve as project manager and primary points of contact for project coordination and internal review and feedback.

The Rebrand Initiative Work Group consisting of two commissioners from each harbor will serve as the policy stewards of this effort. The Work Group will work alongside staff overseeing the contracted firm's day-to-day activities while maintaining regular engagement with key internal and Homeport stakeholders through structured, recurring touchpoints.

Phase 1:

Stage 1: Discovery and Research

Purpose: Establish the evidence and stakeholder alignment needed to determine whether and how the NWSA brand should evolve before any naming or visual identity work begins.

What's Included:

- Stakeholder engagement: Internal workshops and interviews to gather employee perspectives, engaging 20–30 stakeholders, including Commissioners, NWSA leadership, employees, customers and other priority stakeholders.
- Expanded market perspective: Research with priority industry stakeholders, with the option to include global audiences, to understand how NWSA is perceived across key markets.
- Quantitative research & testing: Perception research and messaging testing to establish an objective baseline and test assumptions about the current brand.
- Brand & identity audit: Assessment of NWSA's current name, positioning, messaging and visual identity to identify strengths, gaps and opportunities.
- Competitive & market analysis: Review of peer organizations and perceptions in key trade markets to understand how NWSA is positioned within the competitive landscape.
- Commission & stakeholder engagement support: Development of stakeholder communications, meetings, reviews and Commission materials needed to support informed participation and decision-making throughout the phase.
- Project management: Detailed workplan, project management infrastructure and ongoing coordination across NWSA, Commissioners, stakeholders and the project team.

Deliverables at end of Stage 1:

A synthesis of the research that gives Commissioners a clear view of:

- What customers and stakeholders understand about NWSA today
- Whether and where the current identity creates commercial or reputational

friction
- What existing brand equity should be retained
- How NWSA compares with competing gateways
- What the research indicates about the opportunity for change

Stage 2: Strategic Identity Development

Purpose: Translate Discovery and Research into a clear strategic identity and determine the name and positioning that best communicate NWSA's role, geography and value in the global marketplace.

What's Included:
- Brand positioning: Define how NWSA should be positioned in the market based on the research and stakeholder input from Discovery and Research. Value proposition development: Establish a clear articulation of NWSA's differentiated value, with two rounds of refinement.
- Naming development: Develop and evaluate three name options, each grounded in the approved strategic positioning and supported by a clear rationale.
- Name refinement: Conduct two rounds of refinement to evaluate and strengthen the three options based on NWSA and Commissioner input.
- Tagline development: Develop up to four tagline options aligned with the selected name and broader positioning.
- Initial screening: Conduct preliminary trademark and copyright screening of proposed names before advancing a final recommendation. Formal legal review and trademarking remain NWSA responsibilities.
- Commission & stakeholder engagement support: Develop the presentations, memos and materials needed to support review and decision-making throughout the phase

Deliverables at the End of Stage 2:
A clear strategic identity and recommended name that gives Commissioners:
- A defined market position and value proposition for NWSA
- A focused set of three naming options
- A clear strategic rationale for each name and how it addresses the opportunities identified in Discovery and Research
- An understanding of initial trademark and copyright considerations
- A recommended name and tagline for approval
- A decision point before proceeding to visual identity and brand development.

At the completion of Phase 1, the Rebrand Initiative Work Group will bring forward their recommendation to the Managing Members whether to proceed with the next phase of the project.

E. FINANCIAL IMPLICATIONS

Source of Funds

The cost of the contract will be expensed as incurred and will be paid for by funds from NWSA operations.

Financial Impact

The RFP requested two potential service options: a “silver” option for services and deliverables that could be accomplished within a budget range of $100,000 to $250,000, and a “gold” option without that budget constraint but within a reasonable range for a government agency.

Phase 1 contract cost: The contract for Phase 1 is up to $183,000 plus any applicable Washington State Sales Tax, which includes discovery and research, strategic identity development and facilitation, engagement and project management.

F. PREVIOUS ACTIONS OR BRIEFINGS

October 6, 2026 Presentation

E. ATTACHMENTS TO THIS REQUEST

Request for proposals number 032026-1024

Draft contract with selected vendor

NWSA
REQUEST FOR PROPOSALS
NO. 032026-1024
NWSA REBRAND INITIATIVE

Issued by

Northwest Seaport Alliance

One Sitcum Plaza

P.O. Box 1837

Tacoma, WA 98401-1837

RFP INFORMATION	
Contact:	Shawn Seaks, Procurement Analyst
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 592-6734
Submittal Date	**3/25/2026**
Questions Due Date	**4/8/2026**

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) 032026-1024

NWSA Rebrand Initiative

A. PURPOSE

The Northwest Seaport Alliance (NWSA) is soliciting proposals from qualified branding and design agencies to lead a comprehensive rebranding initiative. The NWSA anticipates awarding one personal services contract. This project will include renaming the organization to include our geographic location, development of strong identity parameters, and establishing a complete suite of visual identity assets to strengthen our position in the international shipping marketplace.

This rebranding effort represents a strategic evolution of our organization as we seek to enhance recognition, clarify our market position, and better communicate our value proposition to international shipping partners, stakeholders, and the communities we serve. The period of performance of the contract is one (1) year from the execution of the contract, with option for renewal at the sole discretion of the NWSA, for a possible total of two (2) years.

The successful respondent may be precluded from competing for, or participating in, subsequent contracts that are the direct result of or primarily generated by, the work performed under the contract resulting from this procurement.

Interlocal Cooperation Act-RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the NWSA, those agencies are eligible to purchase from Contracts established by the NWSA. Such agencies may ask NWSA Contractors to accept orders from the agency, citing the NWSA contract as the basis for the order. The Contractor may accept or decline such orders. If the Contractor accepts an order from another public agency using the NWSA contract as the basis, the Contractor agrees to sell additional items at the contract prices, terms, and conditions. The NWSA accepts no responsibility for the payment of the purchase price by other governmental agencies.

B. BACKGROUND

The NWSA was formed in 2015 to strengthen the shared market position of the Ports of Seattle and Tacoma on a national and global scale. On our website, we currently describe ourselves as “a marine cargo operating partnership of the Port of Seattle and Port of Tacoma. We are a leading container gateway in the United States. Under a port development authority, the NWSA manages the container, breakbulk, auto and some bulk terminals in Seattle and Tacoma.” In reality, our port authority manages the full supply chain, from the origin point of manufacturing to consumer delivery. Our team gets involved with partnerships with multiple stakeholders from a local to global scale.

We have learned a lot over the last ten years. We have come to recognize that our name nor our formal description fully explains what we do. For those reasons – along with others – we are seeking consultant support in guiding us through a rebranding

process. We maintain close links and certain dependencies with our founding entities – the Ports of Seattle and Tacoma – including our board oversight. The five elected commissioners of the Port of Tacoma and the five elected commissioners of the Port of Seattle together make up our Managing Members.

As one of the largest container gateways in North America, we play a key role in international trade and the economic vitality of the Pacific Northwest region. We operate in a highly competitive global shipping environment, serving trade routes connecting North America with Asia and other international markets. NWSA activities support more than 52,000 jobs and more than $14B in business output. To learn more about the NWSA, visit www.nwseaportalliance.com.

This rebranding initiative is driven by several strategic imperatives:

1. To gain clarity of organizational identity.
2. To demonstrate how the marine cargo partnership is best positioned in the global marketplace and with local communities.
3. To establish a recognizable brand in the global shipping market.

Initial key target timeline milestones of this work include:

- Substantial project completion by the end of 2026
- Finalize workplan and project schedule by the end of Q2 2026

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.

C. SCOPE OF SERVICES

The NWSA is seeking proposals from consultants with expertise in strategic planning for the facilitation and delivery of a comprehensive rebranding program. The NWSA desires

meaningful internal and external participation in the execution of this program and seeks firms with the capacity to support an ambitious and expedited schedule.

The NWSA's Communications Director and Senior Manager of Strategic Projects will act as the project manager and primary points of contact responsible for project coordination and soliciting internal review and feedback.

Proposal should include two potential options for Scope of Services:

a) *Silver option*: provides services and deliverables that could be accomplished within a specific budget range (up to $250,000) and
b) *Gold option*: provides services and deliverables without that budget constraint (but within a reasonable range for a government agency) and demonstrates the proposing firm's creative approach.

Work shall include, but not limited to, the following components:

1. **Discovery and Research Phase**
    - Identify and organize stakeholder interviews and workshops with leadership, customers, employees, and community partners
    - Organizational identity and brand audit of current organizational positioning, external messaging, and visual identity
    - Market research to identify opportunities and perceptions in key trade markets, analysis of peer ports

2. **Facilitation and Engagement**
    - Facilitation services for key stakeholder meetings
    - Prioritization approach to internal and external engagements
    - Customize materials and approach for different audiences

3. **Strategic Identity and Naming**
    - Development of organizational identity framework and practices
    - Naming exploration and selection
    - Tagline development

4. **Brand & Visual Identity Development**
    - Logo design, graphic elements, color palette and typography development
    - Messaging framework and key messages
    - Brand voice and tone guidelines
    - Value propositions for different audience segments

5. **Brand Guidelines and Standards**
    - Comprehensive brand standards manual
    - Digital brand guidelines for web and social media

- Templates for common collateral items

6. **Implementation Support**
    a. Launch strategy and rollout plan
    b. Internal launch toolkit and employee communications
    c. External announcement strategy

The successful firm/team will have the following qualifications:

- Demonstrated success in facilitating multi-stakeholder groups to gather complex feedback and compile feedback for strategic use.
- Demonstrated branding and naming skills, preferably related to maritime, infrastructure, or transportation industries.
- Demonstrated experience and capacity to develop, design, and produce logos, messaging documents, and collateral documents for use by internal and external stakeholders.
- Demonstrated experience establishing new brand launch planning and execution.
- Experience with international brand development and multicultural considerations
- Previous experience working with port authorities is preferred.

D. DELIVERABLES:

Specific deliverables may be further defined, but generally the deliverables required to accomplish the services are outlined below.

1. **Discovery and Research Phase**
    a. Workplan that seeks to complete the project before the end of 2026.
    b. Review of Charter & Bylaws within the context of this initiative.
    c. Organizational identity and brand audit of current organizational positioning, external messaging, and visual identity.
    d. Market research to identify opportunities and perceptions in key trade markets, analysis of peer ports.

2. **Facilitation and Engagement**
    a. Content, presentations, and materials for internal/external engagement, as requested.
    b. Content for Managing Members Commission memos and presentations.

3. **Strategic Identity and Naming**

a. Development of organizational identity framework and best practices
b. New name selection context and tagline options

4. **Brand & Visual Identity Development, Guidelines and Standards**
    a. Logo design, graphic elements, color palette, and typography development. To include all digital brand assets, logo files in all formats (vector, raster, print, digital) and source files for all assets. Full ownership of all materials
    b. Messaging framework and comprehensive communication toolkit
    c. Brand standards manual to include print and digital versions.
    d. Templates for common collateral items to include presentation template, letterhead, business cards, and other items

5. **Implementation Support**
    a. Establish launch strategy and rollout plan to include internal and external communications and announcement strategy

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. Emphasis will be on completeness of content. The written proposals should be prepared in the same sequential order of proposal criteria as outlined below.

Proposals are limited to 10 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 Number &Title in the subject line, the Name, Title, Email Address, Phone Number and current Address of the submitting team's main contact and include the following information (even if the answer is none):

- 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.

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

INITIAL EVALUATION PHASE

1. **Qualifications & Experience..... 25 PTS**

a) Identify the proposed team (to include working titles, degrees, certificates, and licenses), demonstrate the team's experience in performing the requested services, and describe how the team meets or exceeds the required qualifications.
   - Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one (1) single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.
   - Provide an organizational chart demonstrating the relationships and hierarchy of the team described above and availability to support Port projects. Identify individuals by name, position, discipline and firm. Identify key back up personnel.
   - Include a draft project timeline defining key project milestones, phases, tasks, resources (both consultant and NWSA) and anticipated individual task duration.

b) The NWSA will evaluate the experience, technical competence, and qualifications of the Key Personnel identified in their project-specific roles and responsibilities, and the overall organization of the project team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.

c) Capacity to perform the work (including any specialized services) within the time constraints identified, considering the firm's current and planned workload.

d) Include a list of three (3) recent contracts/projects in the last six (6) years, including a point of contact, contact information (phone and email), and brief description, for services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.

2. Project Approach Narrative ..... 30 PTS

Proposals should clearly outline the team's recommended approach and methodology for:

a) Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the tasks required in the Scope of Services. Include a summary of innovative ideas and suggestions for enhancing the scope of services.
   - Project Management: Describe how the team will manage and coordinate the necessary disciplines required to accomplish the services requested.
   - Describe the team's experience responding to and overall management of on-call/ task order services and describe the firm's approach for responding to the Port's request(s) for services.

b) Explain your approach to navigating the NWSA's different internal audiences and key Homeport staff.
c) Explain how you believe both internal and external engagement can help shape and inform the rebranding effort.

3. **Work Management Approach ..... 25 PTS**

a. Describe the consultant's proposed project management approach.
    a. Include a draft project timeline defining key project milestones, phases, tasks, resources (both consultant and NWSA) and anticipated individual task duration.
b. Define the assumptions made regarding accomplishing the Scope of Services.
c. Define the factors the consultant believes are risks to the successful completion of this project and proposed mitigation strategies.
d. Provide a plan for communications and coordination between the consultant team and the Port. Include a summary of innovative ideas and suggestions for enhancing the scope of services with the schedule.

4. **Compensation ..... 20 PTS**
    a. Present detailed information on the firm's proposed fee structure for all resources for the services proposed.
    b. Provide two different options for services:
        - "Silver" – outline a scope of work that could be accomplished within a range of $100,000-$250,000
        - "Gold" – outline a scope of work without budget constraints, providing the ideal approach, while keeping in mind that NWSA is a government agency

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

All rates quoted shall be:

a) Fixed, 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.

FINAL EVALUATION PHASE (if applicable)

1. **Oral Presentations (if requested) .....60 or 100 PTS**

   Oral Presentations will be conducted with the top-ranked Vendors. Failure to participate in the process will result in the Vendor's disqualification from further consideration. Oral Presentations will be conducted by online video meeting.

2. **References (if requested).....Pass/Fail**

   Reference checks may be performed on the selected firm, if based directly on the proposals received, or on shortlisted firms if Oral Presentations are being requested. The NWSA may evaluate the reference checks to assess the proposed Vendor'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 (ATTACHED TO RFP)

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

ATTACHMENT D – TERMS AND CONDITIONS (SEPARATE ATTACHMENT)

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 [POT/NWSA].

Issuance of RFP	3/25/2026
***Last Day To Submit Questions**	**4/8/2026**
***Proposal packets due**	**4/22/2026**
Review/Shortlist	4/27/2026
Oral Presentations (if required)	4/30 – 5/7/2026
*Best and Final (if required)	5/8/2026
*Final Selection	5/11/2026
*Execute Contract	5/20/2026

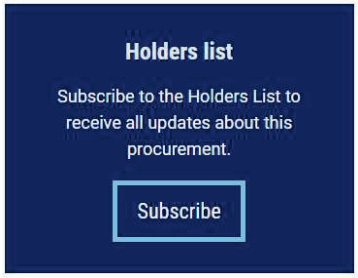
*Dates are tentative and may be subject to change.

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**) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the following website, under https://www.nwseaportalliance.com/ (**NWSA**) under 'Resources -> Procurement.'

When viewing the details page for this procurement on the NWSA'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.

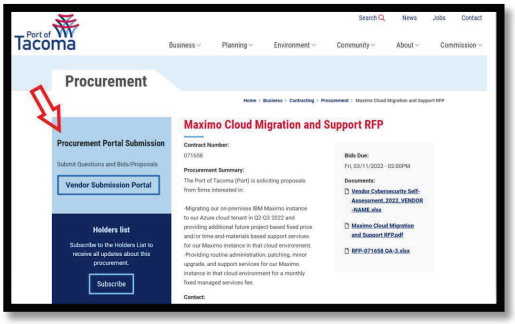
***Only those who have subscribed to the Holder's List will receive notifications throughout the procurement process, up until a firm is selected.**

COMMUNICATION / INQUIRES

All communications is to be sent through Shawn Seaks, the Procurement Analyst.

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 RFQ.

Procurement Submission Portal Instructions:

Navigate to this procurements web page (referencing the number and name) via the follow Procurement | Northwest Seaport Alliance. 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 Procurement website.

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 size**. **It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be 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 RFQ, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the NWSA.

COSTS BORNE BY PROPOSERS

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

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 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.

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 NWSA 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 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. 032026-1024

TITLE: NWSA Rebrand Initiative

Consultant: _____

CONTRACT OWNER: _____PROJECT NO./G/L NO.: [PROJECTNO]/[G/L]

THIS AGREEMENT is made and entered into by and between the Northwest Seaport Alliance *(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 Port 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 …

Northwest Seaport Alliance		**[CONSULTANT]**	
By		By	
Shawn Seaks	Date	[VENDORSIGN]	Date
Procurement Analyst		[VENDORTITLE]	

Attachment B

NWSA Terms And Conditions
Personal Services Agreement

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

1. **Key Personnel**

   The Consultant'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**

   a) The NWSA or its designated agent, and federal and state auditing authorities have the right to audit this Agreement and access to all records and documents, including financial data, for a period of not less than six (6) years after Completion of all projects related to this Agreement or until resolution of any litigation related to this Agreement whichever occurs last.

   b) 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 (Current Version at time of execution). 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.

   c) The NWSA or its designated agent, and federal and state auditing authorities have the right to audit this Agreement and access to all records and documents, including financial data, for a period of not less than six (6) years after Completion of all projects related to this Agreement or until resolution of any litigation related to this Agreement whichever occurs last.

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.

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.

18. Order of Precedence

For the avoidance of doubt, in the event there are Exhibits to this Agreement, the Terms & Conditions of this Agreement shall supersede and control over the Exhibits.

THE NORTHWEST SEAPORT ALLIANCE
SEATTLE + TACOMA

PERSONAL SERVICES AGREEMENT NO. PA000000207

TITLE	**NWSA Rebrand Intiative**
CONSULTANT:	**NJI Media LLC** **1025 Thomas Jefferson St NW, Suite W3200** **Washington, DC 20007**
PROJECT MANAGER:	**Lindsay Wolpa and Melanie Stambaugh Babst**
PROJECT NO./G/L NO.:	**20-6005-62-0000-00**

THIS AGREEMENT is made and entered into by and between the Northwest Seaport Alliance (hereinafter referred to as the NWSA) and NJI Media LLC (hereinafter referred to as the **Consultant**) for the furnishing of Phase 1 of the NWSA Rebrand Intiative (hereinafter referred to as the **Project**)

SCOPE OF WORK

Consultant services may include, but is not limited to, the following:

1. **Discovery and Research**
   - Identify and organize stakeholder interviews and workshops with leadership, customers, employees, and community partners
   - Organizational identity and brand audit of current organizational positioning, external messaging, and visual identity
   - Market research to identify opportunities and perceptions in key trade markets, analysis of peer ports
2. **Facilitation and Engagement**
   - Facilitation services for key stakeholder meetings
   - Prioritization approach to internal and external engagements
   - Customize materials and approach for different audiences
3. **Strategic Identity**
   - Development of organizational identity framework and practices
   - Naming exploration and selection
   - Tagline development
4. **Brand & Visual Identity Development**
   - Logo design, graphic elements, color palette and typography development
   - Messaging framework and key messages
   - Brand voice and tone guidelines
   - Value propositions for different audience segments

5. **Brand Guidelines and Standards**
    - Comprehensive brand standards manual
    - Digital brand guidelines for web and social media - **Website – To be added as an amendment at a later date, discovery questions will inform future web scope.**
    - Templates for common collateral items
6. **Implementation Support**
    a. Launch strategy and rollout plan
    b. Internal launch toolkit and employee communications
    c. External announcement strategy

DELIVERABLES

The NWSA and Consultant mutually agree on deliverables as follows:

Phase 1, as used herein, "Phase 1" includes Stages 1 and 2, as more fully described below:

1. **Discovery, and Engagement – Stage 1**
   Purpose: Establish the evidence and stakeholder alignment needed to determine whether and how the NWSA brand should evolve before any naming or visual identity work begins.

    - **Stakeholder engagement:** Internal workshops and interviews to gather employee perspectives, engaging 20–30 stakeholders, including Commissioners, NWSA leadership, employees, customers and other priority stakeholders.
    - **Expanded market perspective:** Research with priority industry stakeholders, with the option to include global audiences, to understand how NWSA is perceived across key markets.
    - **Quantitative research & testing:** Perception research and messaging testing to establish an objective baseline and test assumptions about the current brand.
    - **Brand & identity audit:** Assessment of NWSA's current name, positioning, messaging and visual identity to identify strengths, gaps and opportunities.
    - **Competitive & market analysis:** Review of peer organizations and perceptions in key trade markets to understand how NWSA is positioned within the competitive landscape.
    - **Commission & stakeholder engagement support:** Development of stakeholder communications, meetings, reviews and Commission materials needed to support informed participation and decision-making throughout the phase.
    - **Project management:** Detailed workplan, project management infrastructure and ongoing coordination across NWSA, Commissioners, stakeholders and the project team.

2. **Strategic Identification – Stage 2**

   Purpose: Translate Stage 1 research into a clear strategic identity and determine the name and positioning that best communicate NWSA's role, geography and value in the global marketplace.

   - **Brand positioning:** Define how NWSA should be positioned in the market based on the research and stakeholder input from Stage 1.
   - **Value proposition development:** Establish a clear articulation of NWSA's differentiated value, with two rounds of refi nement.
   - **Naming development:** Develop and evaluate three name options, each grounded in the approved strategic positioning and supported by a clear rationale.
   - **Name refinement:** Conduct two rounds of refi nement to evaluate and strengthen the three options based on NWSA and Commissioner input.
   - **Tagline development:** Develop up to four tagline options aligned with the selected name and broader positioning.
   - **Initial screening:** Conduct preliminary trademark and copyright screening of proposed names before advancing a final recommendation. Formal legal review and trademarking remain NWSA responsibilities.
   - **Commission & stakeholder engagement support:** Develop the presentations, memos and materials needed to support review and decision-making throughout the phase.

Phase 2, as used herein, "Phase 2" includes Stages 3 and 4 as more fully described below:

3. **Brand & Visual Identity Development – Stage 3 - To be added to this Agreement only with an amendment hereto.**

   Purpose: Bring the approved strategic identity and name to life through a distinctive, cohesive brand system that strengthens recognition of NWSA across commercial, stakeholder and public audiences.

   - Brand concept development: Develop two creative concepts that translate the approved name, positioning and value proposition into distinct visual directions.
   - Logo & visual identity: Develop the selected direction into a complete visual identity system, including logo, graphic elements, color palette and typography.
   - Messaging framework: Develop messaging and brand voice for priority audiences, with two rounds of refi nement.
   - Brand standards: Create comprehensive guidelines for consistent use of the brand across digital, web and print applications.
   - Content guidelines: Establish tone of voice and content standards to guide how NWSA communicates across channels.

- Photography & videography guidelines: Defi ne an approach for imagery that supports a consistent and recognizable brand.
- Core templates: Develop practical tools for day-to-day use, including a 10-slide presentation template, letterhead and business card design.
- Staff training: Conduct two workshops to prepare NWSA staff to use the new brand guidelines and templates effectively.

4. **Implementation Support – Stage 4 – To be added to this Agreement only with an amendment hereto.**

   Purpose: Prepare NWSA to introduce the new brand effectively, ensuring employees, partners, customers and external stakeholders understand the change and its strategic rationale.

   - **Launch strategy:** Develop the strategy, rollout plan and announcement approach for introducing the new brand.
   - **Internal communications:** Develop a communications plan to prepare employees and internal stakeholders for the transition.
   - **Media toolkit:** Develop launch materials supported by a custom photo and video shoot featuring the port, employees and community members.
   - **External rollout campaign:** Plan and support rollout across press, partners and community audiences, including messaging to help key stakeholders understand the new identity and rationale for the change.
   - **Extended launch support:** Provide ongoing implementation support through launch to ensure a coordinated transition across audiences and channels.

Phase 2 and all later phases described in this Agreement or the Consultant's proposal are not approved under this contract. The Consultant may only perform work that is specifically authorized under Phase 1. Any Phase 2 or later work will require a separate written amendment to this Agreement approved and signed by the NWSA before any such Phase 2 or later work can begin. The NWSA is not required to approve or fund any future Phase beyond Phase 1.

COMPENSATION

For Phase 1 (Stages 1 and 2) this will be accomplished on fully burdened, fixed basis and will not exceed **$183,000.00+ any applicable Washington State Sales Tax (WSST)** without prior written approval from the NWSA. Phase 2 (Stages 3 and 4) will require authorization from the NWSA Managing Members to proceed.

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

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

Consultant agrees to submit timely invoices as the Services progress. Invoices that are submitted for payment sixty (60) days or more after the Services were completed are subject to non-payment.

Post-Award Onboarding

As part of the post-award process, the Consultants Accounts Payable representative will participate in a one-time onboarding meeting with the assigned Contract Personnel. This meeting must occur prior to the submission of the first invoice and is intended to ensure mutual understanding of invoice payment procedures.

The onboarding meeting will include:

- Review of invoice submission requirements.
- Consultantation of applicable coding (Purchase Agreement No./Purchase Order No./Task Order No./Title/Project Manager).
- Walkthrough of the required supporting documentation.
- Distribution and explanation of a customized invoice cover sheet, to be used for all invoice submissions under this Agreement.

Failure to complete this onboarding meeting may result in delays with invoice processing and payment.

TERM

The initial term of this Agreement will be from execution through **December 31, 2027,** with the option of one (1) one (1) year renewals at the sole discretion of the NWSA, for a possible total of two (2) 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		**NJI MEDIA LLC**	
By		By	
Axa Turney Sr Contracts Administrator	Date	Nathan Imperiale CEO	Date

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

a) The NWSA or its designated agent, and federal and state auditing authorities have the right to audit this Agreement and access to all records and documents, including financial data, for a period of not less than six (6) years after Completion of all projects related to this Agreement or until resolution of any litigation related to this Agreement whichever occurs last.

b) 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 (Current Version at time of execution). 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.

c) The NWSA or its designated agent, and federal and state auditing authorities have the right to audit this Agreement and access to all records and documents, including financial data, for a period of not less than six (6) years after Completion of all projects related to this Agreement or until resolution of any litigation related to this Agreement whichever occurs last.

6. Ownership of IP

The plans, specifications, models, programs, reNWSAs, 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 NWSA of Tacoma and the Northwest SeaNWSA 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.

d) Consultant shall indemnify and hold the NWSA of Tacoma and Northwest SeaNWSA 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.

18. Order of Precedence

For the avoidance of doubt, in the event there are Exhibits to this Agreement, the Terms & Conditions of this Agreement shall supersede and control over the Exhibits.

Attachment A
Rate Sheet

NJI Media LLC
NWSA Rebrand Intiative
Personal Services Contract No. PA000000207
Project No./GL Account No. 20-6005-62-0000-00

Phases	Stage	Workstream	Proposed Fee
Phase 1	N/A	Facilitation, Engagement & Project Management	$25,000
	Stage 1	Discovery & Research	$75,000
	Stage 2	Strategic Identity	$83,000
		Phase 1 Total	$183,000
Phase 2	N/A	Facilitation, Engagement & Project Management	$25,000
	Stage 3	Brand & Visual Identity Development	$100,000
	Stage 4	Implementation Support	$42,000
		Phase 2 Total	$167,000
		Total Effort	**$350,000**

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.

Rates may be negotiated no more than once annually.

Item No.: 9A
Meeting Date: Oct. 30, 2026

NWSA REBRAND INITIATIVE

THE NORTHWEST SEAPORT ALLIANCE
SEATTLE + TACOMA

Presenters: Melanie Stambaugh Babst, Director of Commuinications
Lindsay Wolpa, Senior Manager of Strategic Projects and Partnerships

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REVISED ACTION REQUESTED

Replace October 6 action item 9D request with:

(1) Authorize the Chief Executive Officer or delegate to execute Personal Services Agreement No. PA000000207 with NJI Media, LLC for the NWSA Rebrand Initiative **for Phase 1 in an amount not to exceed** $183,000.00 plus any applicable Washington State Sales Tax, in substantially the same form as presented; and

(2) Establish a Rebrand Initiative Work Group to be effective throughout the pendency of the rebrand initiative to provide recommendations to the Managing Members.

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Overview

- **Process and Timeline**
- **Phase 1**
  - **Stage 1: Discovery and Research**
  - **Stage 2: Strategic Identity**
- **Financial Implications**

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Process and Timeline

• **March 2026:**	RFP published
• **May 2026:**	Twenty-two submissions received
• **July 2026:**	Oral presentations provided by top 5 firms; NJI Media unanimously identified as top finalist
• **August 2026:**	Draft scope of worked confirmed between NWSA staff and NJI Media
• **Sept 2026:**	NWSA staff provided commissioners with individual background briefings
• **Oct 2026:**	NWSA staff seeking authorization to execute Phases 1 (Stages 1 and 2) of the contract with NJI Media
• **Dec 2026:**	First monthly Rebrand Initiative Work Group meeting to be convened

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Rebrand Initiative Phase1 (Stages 2 and 3)

Phase 1

- **Stage 1:** Discovery and Research, $75K
- **Stage 2:** Strategic Identity, $83K
  - Plus Facilitation, Engagement & Project Management, $25K
- ***Total: $183K***

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Stage 1: Discovery and Research

Purpose: Establish the evidence and stakeholder alignment needed to determine whether and how the NWSA brand should evolve before any naming or visual identity work begins.

What's included:

- **Stakeholder engagement**: Internal workshops and interviews to gather employee perspectives, engaging 20–30 stakeholders, including Commissioners, NWSA leadership, employees, customers and other priority stakeholders.
- **Expanded market perspective:** Research with priority industry stakeholders, with the option to include global audiences, to understand how NWSA is perceived across key markets.
- **Quantitative research & testing**: Perception research and messaging testing to establish an objective baseline and test assumptions about the current brand.

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Stage 1: Discovery and Research

What's included (continued):

- **Brand & identity audit:** Assessment of NWSA's current name, positioning, messaging and visual identity to identify strengths, gaps and opportunities.
- **Competitive & market analysis:** Review of peer organizations and perceptions in key trade markets to understand how NWSA is positioned within the competitive landscape.
- **Commission & stakeholder engagement support**: Development of stakeholder communications, meetings, reviews and Commission materials needed to support informed participation and decision-making throughout the phase.
- **Project management:** Detailed workplan, project management infrastructure and ongoing coordination across NWSA, Commissioners, stakeholders and the project team.

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Stage 1: Discovery and Research

Deliverables at the End of Stage 1

A synthesis of the research that gives Commissioners a clear view of:

- What customers and stakeholders understand about NWSA today
- Whether and where the current identity creates commercial or reputational friction
- What existing brand equity should be retained
- How NWSA compares with competing gateways
- What the research indicates about the opportunity for change

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Stage 2: Strategic Identity

Purpose: Translate Stage 1 research into a clear strategic identity and determine the name and positioning that best communicate NWSA's role, geography and value in the global marketplace.

What's included:

- **Brand positioning:** Define how NWSA should be positioned in the market based on the research and stakeholder input from Stage 1.
- **Value proposition development:** Establish a clear articulation of NWSA's differentiated value, with two rounds of refinement.
- **Naming development:** Develop and evaluate three name options, each grounded in the approved strategic positioning and supported by a clear rationale.

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Stage 2: Strategic Identity

What's included (continued):

- **Name refinement:** Conduct two rounds of refinement to evaluate and strengthen the three options based on NWSA and Commissioner input.
- **Tagline development:** Develop up to four tagline options aligned with the selected name and broader positioning.
- **Initial screening:** Conduct preliminary trademark and copyright screening of proposed names before advancing a final recommendation. Formal legal review and trademarking remain NWSA responsibilities.
- **Commission & stakeholder engagement support:** Develop the presentations, memos and materials needed to support review and decision-making throughout the phase.

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Stage 2: Strategic Identity

Deliverables at the End of Stage 2

A synthesis of the research that gives Commissioners a clear view of:

- A defined market position and value proposition for NWSA
- A focused set of three naming options grounded in Phase 1 research
- A clear strategic rationale for each name and how it addresses the opportunities identified in Phase 1
- An understanding of initial trademark and copyright considerations
- A recommended name and tagline for approval
- A recommended strategic direction and decision point before visual branding and implementation

At the completion of Phase 1, the Rebrand Initiative Work Group will bring forward their recommendation to the Managing Members whether to proceed with the next phase of the project.

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Financial Implications

- **Source of Funds:** NWSA Operating Budget
- **Background:** The RFP requested two potential service options: a “silver” option for limited scope and deliverables and a “gold” option without that budget constraint but within a reasonable range for a government agency.
- **Phase 1 Contract Cost:** Today’s request includes the proposed negotiated contract of up to $183,000 (including $25,000 for Facilitation, Engagement & Project Management)

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REVISED ACTION REQUESTED

Replace October 6 action item 9D request with:

(1) Authorize the Chief Executive Officer or delegate to execute Personal Services Agreement No. PA000000207 with NJI Media, LLC for the NWSA Rebrand Initiative **for Phase 1 in an amount not to exceed** $183,000.00 plus any applicable Washington State Sales Tax, in substantially the same form as presented; and

(2) Establish a Rebrand Initiative Work Group to be effective throughout the pendency of the rebrand initiative to provide recommendations to the Managing Members.

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