



**PORT OF TACOMA &  
NORTHWEST SEAPORT ALLIANCE  
REQUEST FOR PROPOSALS  
NO. 072096**

**VIDEO PRODUCTION & WEB STREAMING**

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

RFP INFORMATION	
Contact:	Michelle Walker, Contract & Procurement Analyst
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone:	(253) 888-4744
Submittal Date	<b>April 15, 2024 @ 2:00 P.M. (PST)</b>
Questions Due Date	<b>April 1, 2024 @ 2:00 P.M. (PST)</b>

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

**POT/NWSA**  
**Request for Proposals (RFP) 072096**  
**Video Production & Web Streaming**

**A. PURPOSE**

The Port of Tacoma and The Northwest Seaport Alliance (**POT/NWSA**) are soliciting proposals from firms interested in providing Video Production and Online Web Streaming services. The PORT/NWSA anticipates awarding a personal services contract(s). The period of performance of the contract is three (3) years from the execution of the contract, with options for renewal at the sole discretion of the PORT/NWSA, for a possible total of five (5) years.

**BACKGROUND**

Created by Pierce County citizens in 1918, the Port of Tacoma is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. To learn more about the PORT, visit [www.portoftacoma.com](http://www.portoftacoma.com).

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

Both the NWSA Managing Members and PORT Commission hold regular, monthly public meetings. The meetings are streamed live on the Web and archived for later viewing. In addition to watching the video, the public can view and download meeting notices, agendas, memos, presentations and audio files online.

The NWSA Managing Members hold regular public meetings the first Tuesday of every month alternating between Pierce County (odd months) and King County (even months), audit committee meetings three times a year and other meetings as necessary.

The PORT Commission holds regular public meetings the third Thursday of every month at The Fabulich Center in Tacoma, audit committee meetings three times a year and other meetings as necessary. Occasionally, the Port will conduct meetings at different locations that may not have audio or video equipment.

Cameras and sound equipment are installed in the Port of Tacoma Fabulich Center's Commission meeting room, but sound equipment is needed for The Northwest Seaport Alliance meetings held at the Fabulich Center. The Port of Seattle facilities do not have any equipment.

The PORT/NWSA may also require additional video and streaming services for business and/or community events, meetings and speeches.

The public is able to view meetings live and find archived content on the PORT/NWSA websites. The PORT/NWSA seek online meeting portals with the core functionality of providing the public access to a live stream of the meeting, as well as meeting documents and archived videos and audio recordings.

The website design and functionality of the two organizations must be consistent to make it easy for the public to access meeting information and for staff to upload content

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

to the Web portals. It is also essential that the Tacoma camera and audio equipment is operated consistently. As a result, only one vendor will be selected. The successful vendor will be awarded two contracts, one for the PORT and one for the NWSA.

**The PORT/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 PORT/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 PORT/NWSA's best interests to adopt the alternative language.**

**Proposals submitted with altered or conditioned Terms and Conditions without prior written agreement from the PORT/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 PORT/NWSA reserves the right to negotiate changes to submitted proposals and to change the PORT/NWSA's otherwise mandatory Contract form during negotiations. If the Proposer is awarded a contract and refuses to sign the attached Contract form, the PORT/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.**

### **B. SCOPE OF SERVICES**

#### **Professional Video Production and Online Streaming**

The vendor will provide professional video production and online streaming services for NWSA Managing Member meetings, PORT Commission meetings and other business or community events and/or speeches as requested by the PORT/NWSA. The audio files from each meeting are the official record required to comply with Washington state public record laws.

The vendor will provide all support for the audio, video and streaming systems, including set-up, testing and trouble-shooting. Uplink/bandwidth is available at both locations.

- **Meetings at Port of Seattle (SeaTac Airport Conference Center or possibly T-46):** The vendor will provide all equipment, services and staff required to produce, record and live-stream meetings. Meetings will be streamed live online through a Web portal, and recorded for on-demand viewing and broadcast.
- **Meetings for the Port of Tacoma (Fabulich Center):** The vendor is expected to use the installed video and audio equipment to produce, record and live-stream meetings. The vendor will provide any additional audio equipment and any other required equipment, services and staff to produce and record meetings. Meetings will be streamed live online through a Web portal, and recorded for on-demand viewing and broadcast.

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

- **Meetings for The Northwest Seaport Alliance (Fabulich Center):** The vendor is expected to use the installed video equipment to produce, and live-stream meetings. The vendor must provide the audio equipment and any other required equipment, services and staff to produce and record meetings. Meetings will be streamed live online through a Web portal, and recorded for on-demand viewing and broadcast.
- **Meetings at other locations:** Occasionally, the NWSA or Port of Tacoma may need to produce, record and live-stream a meeting at a location other than the Port of Seattle or Port of Tacoma. In that case, the vendor and the PORT/NWSA of Tacoma will determine the staff, equipment and services required.

Real-time streaming video must be available to both internal and external users, be in a widely utilized streaming format and support multiple device platforms. The vendor must host the proposed Web streaming system and require very little interaction with PORT/NWSA staff other than access to video/audio feeds.

For all meetings, regardless of location, the vendor will produce a final video that meets professional broadcast standards and deliver it to these local broadcast stations King County TV, Pierce County TV and Click! TV Network.

The NWSA or PORT may also request video production and/or online streaming services for PORT/NWSA business or community events, meetings or speeches. For these requests, the vendor will provide all support for the audio, video and streaming systems, including set-up, testing and trouble-shooting.

<b>Audio &amp; Video Requirements By Location/Agency*</b>		
<b>Location</b>	<b>Provide Video Equipment</b>	<b>Provide Audio Equipment</b>
PORT/Fabulich Center	NO	NO
NWSA/Fabulich Center	NO	YES
NWSA/Airport	YES	YES
NWSA/Pier 69	YES	YES
Other locations	YES	YES

\* NOTE: The successful firm must provide sufficient audio and video equipment to meet the needs of all the PORT/NWSA meetings.

### Web Portals

The vendor will provide two separate meeting websites, one for NWSA meetings and the second for PORT meetings. The vendor will work with the PORT/NWSA to design the portals and provide all development, hosting and maintenance of the sites. The site must optimize content viewing across multiple platforms and devices.

The Web portals will provide the ability to:

- Publish meeting notices, agendas, memos and other documents prior to meetings;
- Live-stream video of meetings;
- Index/cross link/time code meeting content by agenda for ease of access and selection of specific items of interest;

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

- Publish video and audio files;
- Archive video recordings, audio recordings and related documents including but not limited to memos, presentations and resolutions (PDFs preferred);
- Meet state and federal requirements for public information, accessibility and retention policies (see the Washington State Public Records Act, chapter 42.56 of the Revised Code of Washington);
- Search archive library by keyword;
- Jump to index points of archived meetings;
- RSS feeds for meeting notices/agendas, minutes and videos; and
- Migrate meeting content (videos, audio, documents, index points) from current system
  - Estimated archived volume to migrate is about 200GB.

The PORT/NWSA prefer the meeting portal be a stand-alone website hosted by the vendor. The vendor must specify how the Web portal will interface with the PORT/NWSA websites. Currently, both websites are built on Drupal 10.

PORT/NWSA staff must have access to upload, edit and publish meeting content. The content management should be built for the non-technical user. The vendor will host the Web portal, and provide all monitoring, maintenance, software upgrades and bug fixes. The vendor will also provide training and support to NWSA staff.

The vendor will provide unlimited on-demand bandwidth and storage for streaming on-demand content and archiving all meetings. The vendor will provide a live video stream of all meetings on the Web portals, except when the meeting location doesn't offer the bandwidth required. It is assumed that all meetings at the Port of Seattle and Port of Tacoma will be live-streamed online.

### Port of Tacoma equipment list & pre-proposal meeting

This list identifies the primary equipment currently used, and available to the successful firm to use, at the Port of Tacoma's Fabulich Center to record and stream meetings online. The list is not meant to be exhaustive. **All interested firms must attend one (1) of the Mandatory pre-proposal meetings** to tour the facility and see the equipment available with a member of the Port of Tacoma's IT department. The Fabulich Center is located at: 3600 Port of Tacoma Road.

NOTE: The successful firm must provide sufficient audio equipment to meet the needs of all the PORT/NWSA meetings.

Blackmagic Design	ATEM Television Studio Pro
Sony	RM-IP500 PTZ Camera Remote Controller
QSC	Q-SYS QIO-ML2x2
Sony	SRGH300 PZT Cameras (5)
NFC	Skyreach Titan MVE production platform
Shure	Shure MX415LPDF/C 15" Cardioid Dualflex Gooseneck Microphones with MXW8 Base (19)
Shure	MXW2/SM58 Handheld Transmitter

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

Shure	MXW1 with WL185 Cardioid TQG Lavalier Microphone (2)
Shure	MXWAPT8 8-Channel Access Point Transceiver (2)
Shure	MXWNCS8 Networked Charging Station (6)
Decimator	DMON-QUAD (3G/HD/SD)-SDI to HDMI Converter

### **C. 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 **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 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.

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

### **INITIAL EVALUATION PHASE**

#### **1. Qualifications & Experience ..... 20 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 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.

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

- b) The PORT/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 five (5) 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 ..... 40 PTS

- a) Clearly describe the firm's approach to providing high-quality video production services and live streaming. Provide details on the technical equipment (microphones, cameras) and their capabilities/features. Identify what, if any, additional equipment is required at the Tacoma location and confirm it will be provided by the firm.
- b) Clearly describe the firm's approach to designing and developing the Web portal library archives. Specify how the Web portals will interface with the PORT/NWSA websites, both built on Drupal 10, and be optimized across multiple devices and platforms. Provide details on the software system (and the number of licenses and cost) and their capabilities/features.
- c) Clearly outline the team's recommended approach and methodology for accomplishing the tasks identified in the scope of services.

### 3. Hosting and Support Services ..... 30 PTS

- a) Describe the website hosting options available from the vendor, including but not limited to the vendor's commitment to regular maintenance and guarantee to keep the Web portal software and associated applications up to date.
- b) Describe the technical support services available from the vendor, including but not limited to the processes to introduce new functionality, applications and enhancements as appropriate.

### 4. Compensation..... 10 PTS

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

Compensation information (Attachment C) **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;

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

- 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.

### 5. References .....Pass/Fail

Ensure completion of a **minimum of 3 references** are submitted by proposal due date using Attachment D. **All references MUST be received by the PORT/NWSA by the proposal due date.** The PORT/NWSA will evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks will also be utilized to validate information contained in the proposal. The PORT/NWSA may contact submitted reference sites directly to accomplish this.

### 6. Vendor Cybersecurity Self-Evaluation .....Pass/Fail

VENDOR CYBERSECURITY SELF-ASSESSMENT (Attachment E) information **MUST be provided in an individual PDF document** as a separately labeled attachment.

#### 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 D – REFERENCE QUESTIONNAIRE (SEPARATE ATTACHMENT)

ATTACHMENT E – VENDOR CYBERSECURITY SELF-ASSESSMENT (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 PORT/NWSA.

Issuance of RFP	March 18, 2024
<b>Mandatory Site Visits</b> – attend one (1)	TBD
<b>*Last Day To Submit Questions</b>	<b>April 1, 2024 @ 2pm</b>
<b>*Proposal packets due</b>	<b>April 15, 2024 @ 2pm</b>
*Review/Shortlist*	April 29, 2024
*Final Selection	May 3, 2024
*Execute Contract	June of 2024

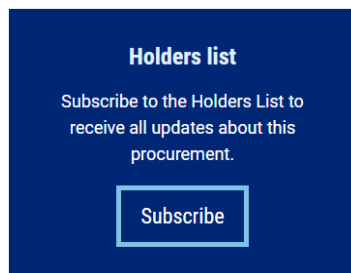
\*Dates are tentative and may be subject to change.

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

### **VENDOR OBLIGATION**

The Port of Tacoma and Northwest Seaport Alliance (**PORT/NWSA**) and 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.**

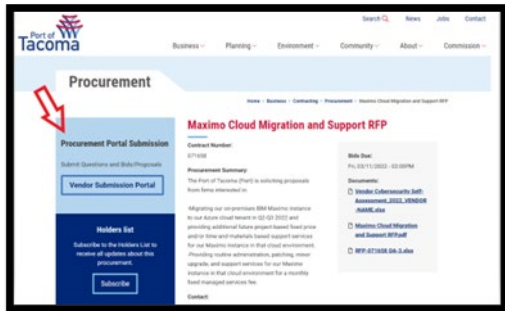
### **COMMUNICATION / INQUIRES**

**All communications are 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 PORT/NWSA, 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 PORT/NWSA will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

### **ADDENDA**

The PORT/NWSA may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the PORT/NWSA changes, revises, deletes, increases, or otherwise modifies the Solicitation, the PORT/NWSA will issue a written Addendum to the Solicitation. Addenda will be posted to the PORT AND NWSA's website 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 PORT'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 will be provided.

**\*Late proposals will not be accepted by the PORT. 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 PORT/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 PORT/NWSA intends to select the Proposer who represents the best value to the PORT/NWSA.

The PORT/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 PORT/NWSA may require. The PORT/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 PORT/NWSA to analyze the proposal. The PORT/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 PORT.

### **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 PORT/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 PORT/NWSA within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

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](mailto:procurement@portoftacoma.com).

**Consideration.** Upon receipt of the written protest, the PORT/NWSA will consider the protest. The PORT/NWSA may, within three (3) business days of the PORT/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 PORT/NWSA, the Contracts Director of the PORT/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 PORT/NWSA's receipt of the protest. (If more than one (1) protest is filed, the PORT's decision will be provided within three (3), but no more than six (6) business days of the PORT's receipt of the last protest.) If no reply is received from the PORT/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 Port of Tacoma 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 PORT/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

## **ATTACHMENT A – INSTRUCTIONS FOR PROPOSING**

a request is made for disclosure of such portion, the PORT/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 PORT/NWSA by the stated deadline, the PORT/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 PORT/NWSA on account of actions taken under such procedure.

PERSONAL SERVICES AGREEMENT NO. 072096

VIDEO PRODUCTION AND WEB STREAMING

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Consultant: Company, Address, City, State, Zip

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

THIS AGREEMENT is made and entered into by and between the [ENTITY] (*hereinafter referred to as the **PORT/NWSA***) and [VENDOR] (*hereinafter referred to as the **Consultant***) for the furnishing of Video Production and Online Streaming Personal Services (*hereinafter referred to as the **Project***).

The PORT/NWSA and Consultant mutually agree as follows:

**SCOPE OF WORK**

Consultant will provide .....

**DELIVERABLES**

Deliverables will include:

**COMPENSATION**

This will be accomplished on fully burdened, fixed basis and will not exceed \$00,000.00 without prior written approval from the PORT/NWSA.

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

All invoices shall be emailed to [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com). The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment.

Consultant agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non- payment.

**TERM**

The term of the Agreement shall be from the date of execution through **xxDATExx**

**AGREED**

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

**PORT OF TACOMA/NORTHWEST  
SEAPORT ALLIANCE**

**CONSULTANT (LEGAL NAME)**

By

By

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

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

**Port of Tacoma & Northwest Seaport Alliance Terms And Conditions  
Personal Services Agreement**

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 the PORT/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 PORT/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 PORT/NWSA upon termination of the Agreement or otherwise as requested by the PORT/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 PORT/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 PORT/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 PORT/NWSA.

**7. Disclosure**

All information developed by the Consultant and all information made available to the Consultant by the PORT/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 PORT/NWSA.



## ATTACHMENT B –TERMS AND CONDITIONS

### 8. Compensation

As full compensation for the performance of its obligations of this Agreement and the Services, the PORT/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 PORT/NWSA.

### 15. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the PORT/NWSA for cause when the PORT/NWSA deems continuation to be detrimental to its interests or for failure of the Consultant to perform the Services.

## **ATTACHMENT B –TERMS AND CONDITIONS**

The PORT/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 PORT/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 PORT/NWSA and Consultant and may be amended only by written instrument signed by both the PORT/NWSA and Consultant.

**ATTACHMENT C - – COST BREAKDOWN-OFFER TEMPLATE**

ATTACHMENT D – REFERENCES QUESTIONAIRE

ATTACHMENT E - VENDOR CYBERSECURITY SELF-ASSESSMENT