



**PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 071300**

**VIDEO PRODUCTION & WEB STREAMING
SERVICES**

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

RFP INFORMATION	
Contact:	Heather Shadko, Procurement
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Phone:	253-428-8697
Submittal Date	MARCH 25, 2020 @ 2:00 PM (PST)

**PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'VIDEO PRODUCTION & WEB STREAMING' IN THE SUBJECT
LINE**

PORT OF TACOMA
Request for Proposals (RFP) #071300
VIDEO PRODUCTION & WEBSTREAMING

The Port of Tacoma (Port) and The Northwest Seaport Alliance (NWSA) are seeking proposals from qualified firms to provide Video Production and Online Streaming services for both the Port and the NWSA.

A. BACKGROUND

The ports of Seattle and Tacoma formed the NWSA in August 2015 to unify management of their marine cargo facilities and business to strengthen the Puget Sound gateway. The ports remain separate organizations that retain ownership of their respective assets.

The NWSA is a port development authority governed by the two ports as equal managing members, with each port acting through its commission. Each port is governed by five commissioners elected at large by the citizens of their respective counties.

Both the NWSA Managing Members and Port of Tacoma 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 of Tacoma 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 of Tacoma and the 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 NWSA and Port websites. The Port and the 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 to the Web portal. 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.

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 NWSA or the Port. 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 Pier 69):** 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.
- **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 NWSA/Port 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 and 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 NWSA/Port 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.

Audio & Video Requirements By Location/Agency*		
Location	Provide Video Equipment	Provide Audio Equipment
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 equipment to meet the needs of all the Port and NWSA meetings.

Web Portal

The vendor will provide two separate meeting websites, one for NWSA meetings and the second for Port of Tacoma meetings. The vendor will work with the NWSA and Port 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;
- 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 NWSA and Port of Tacoma 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 NWSA and Port websites. Currently, both websites are built on Drupal 7.

NWSA and Port 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 meeting** 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 and NWSA meetings.

- NFC Skyreach TITAN MVE production platform
- Vaddio Teletouch 27" Touch Screen System
- Vaddio AV Bridge MatrixMIX Production System
- 5 Sony SRGH300 PZT Cameras
- Mackie 16-channel compact mixer
- Scarlett 2i2 Pre-Amp
- Sennheiser Mini Shotgun Microphones & MZH Goosenecks

C. RFP ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the firm's/team's abilities to meet the requirement of this RFP. Emphasis will be on completeness of content. The written proposals should be prepared in the sequential order as outlined below.

Proposals are limited to 10 pages (8 ½ by 11 inch) **excluding** the cover letter and all appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 point or larger. Proposals that do not follow this format will not be reviewed.

The cover letter shall include the RFP title and number as well as the name, title, email address, phone number and address of the proposing team's main contact and include the following information:

- Describe any claim submitted by any client against the firm within the past two years related to the 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 5% of the firm's fee for the services provided.
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.

To be considered, the proposer shall meet or exceed each of the following minimum requirements. Failure to meet a requirement will result in the disqualification of the proposal (i.e. the proposal will not be considered for the award). Please also address in the cover letter how your firm meets these requirements:

1. The proposer shall have a minimum of eight (8) years documented experience performing video production and audio podcasting services.
2. The proposer shall have a minimum of two (2) years documented experience providing live web streaming and online archiving services.
3. The proposer shall be available for a product presentation to NWSA and Port staff as a part of the RFP selection process.

Initial Evaluation Phase

1. Qualifications & Experience (20 PTS)
 - a. Briefly describe the firm's history, including business founding and growth, staffing, office locations and experience offering video production, web streaming and Web archiving services. In addition, the proposer shall have demonstrable knowledge and skills in providing 24/7 technical support and availability for questions, concerns and troubleshooting before, during and after sessions are complete.
 - b. Identify the proposed team (to include name, position, degrees and certificates). Demonstrate the team's experience, technical competence and qualifications in performing the requested services. Describe the overall organization of the team and how it meets or exceeds the required qualifications. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.
 - i. 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.

- c. Include a list of recent contracts/projects in the last five years, to include a point of contact, contact information (phone and email), and brief description, to outline specific experience and expertise of team members. Only projects completed by key team members of the project team will be considered.
- d. Describe any claim submitted by any client against the firm within the past two years related to the professional services provided by the firm or its key personnel. For purposes of this request, “claim” means a sum of money in dispute in excess of 10% of the firm’s fee for the services provided.

2. Project Approach40 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 NWSA and Port websites, both built on Drupal 7, 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 & Support Service20 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. Compensation20 PTS

Present detailed information on the firm’s proposed fees for all resources for the services proposed using the compensation table below. Proposals that fail to provide rates in the format requested below will not be considered.

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

All rates and costs/fees quoted shall be:

- **Fully burdened, including, but not limited to, administrative overhead and all direct/indirect expenses.**
- Quoted in US Dollars,
- Full cost inclusive of sales tax and other government fees, taxes and charges, and
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

Video Production

Tacoma: Vendor uses Port of Tacoma equipment	
Per meeting rate, up to 4 hours	\$
Per meeting rate, 4+ hours	\$
Seattle and other locations: Vendor provides all equipment	
Per meeting rate, up to 4 hours	\$
Per meeting rate, 4+ hours	\$

Web Portal

Web Portal	
Development & Graphic Design for each Portal	\$
Software costs, if any	\$
Migration Services	\$
Anticipated Hosting & Maintenance Costs (Annual)	\$

5. Interviews (as requested by the Port/NWSA) 100 PTS

If an award is not made based on the written evaluations alone, interviews will be conducted with the top (two or three) ranked proposers. Interviews will include Ports technical staff and address technical questions related to the proposal submitted. Failure to participate in the interview process will result in the

Proposer's disqualification from further consideration. Travel costs will not be reimbursed for the interview.

6. References.....20 PTS
7. Ensure completion of a **minimum of 3 references** submitted using Attachment C. All references must be received by the Port by the proposal due date. The Port 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 may contact submitted reference sites directly to accomplish this.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

ATTACHMENT C – REFERENCE QUESTIONNAIRE

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	FEBRUARY 21, 2020
Mandatory-Site Visits -attend one (1)	MARCH 6, 2020 @ 9:30AM (PST) OR MARCH 9, 2020 @ 2:00PM (PST)
Last Day To Submit Questions	MARCH 12, 2020
Proposal packets due	MARCH 25, 2020 @ 2:00 PM (PST)
Short List Consultants*	APRIL 3, 2020
Interviews (if required)*	WEEK OF APRIL 6, 2020
Final Selection*	APRIL 10, 2020
Execute Contract**	JULY 1, 2020

*Dates are tentative.

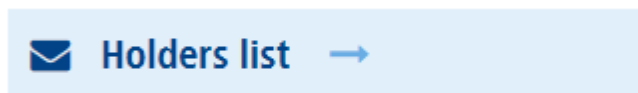
** Requires Commission and Managing Member approval

All status updates on the above solicitation time-line will be announced on the [Port's website for this solicitation](#).

VENDOR OBLIGATION

Port of Tacoma Requests for Bids, Requests for Proposals and Requests for Qualifications can be accessed on the Port's website, www.portoftacoma.com under 'Contracts'; 'Procurements'.

When viewing the details page for this procurement on the Port'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

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

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department, procurement@portoftacoma.com (**Solicitation Name** in the subject line).

Proposers who may have questions about provisions of these documents are to email their questions by the date listed above. The Port will respond to all written questions submitted by this deadline.

ADDENDA

The Port 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 changes, revises, deletes, increases, or otherwise modifies the Solicitation, the Port will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List.

SUBMITTAL PROCESS

Proposals must be received via email on or before the date and time outlined on the front page of this RFP. Send your electronic submittal to:

procurement@portoftacoma.com.

Name of Firm, RFP Title (Subject Line)

Please submit proposal, including all appendices and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to **9 MB in total email size**. It is the Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided upon request.

***Late proposals will not be accepted by the 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 days following the Proposal submittal deadline and for any extension of time granted by the submitting firm.

EVALUATION AND AWARD PROCESS

An evaluation team will review each proposal and evaluate all responses received based upon the criteria listed herein. The Port 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 reference checks and interviews.

The Port intends to select the Proposer who represents the best value to the Port and begin the negotiation and award process based on the evaluated scores.

The selected Consultant will be invited to enter into contract negotiations with the Port. Should the Port and the selected firm(s) not reach a mutual agreement, the Port will terminate negotiations and move to the next highest ranked firm and proceed with negotiations.

The Port 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 may require. The Port 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 to analyze the proposal. The Port 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'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 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 Port will consider the protest. The Port may, within three (3) business days of the Port'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, the Contracts Director of the Port 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'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 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 of 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 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 Port 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 by the stated deadline, the Port will release the requested portions of the Proposals. By submitting a response the vendor assents to the procedure outlined in this paragraph and shall have no claim against the Port on account of actions taken under such procedure.

PERSONAL SERVICES AGREEMENT NO. 071300

PROJECT: Video Production and Online Streaming

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Judy Doremus GL ACCOUNT NO. XXXXXXX

THIS AGREEMENT is made and entered into by and between the **Port of Tacoma** (hereinafter referred to as the "Port") and **xxCOMPANYxx** (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 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.

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

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

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.

The length of this agreement is from the date of execution to **xxDATExx**.

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

AGREED

PORT OF TACOMA

CONSULTANT (LEGAL NAME)

By _____

Name
Title

Date

By _____

Name
Title

Date

Port of Tacoma 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:

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

1. Key Personnel

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

2. Relationship of the Parties

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

3. Conflicts of Interest

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

4. Compliance with Laws

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

5. Records and other Tangibles

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

6. Ownership of Work

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

7. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the Port, 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.

8. Compensation

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

9. Payment Schedule

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

10. Costs and Disbursements

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

11. Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, the Consultant shall procure and maintain, during the life of this

Agreement, such commercial general, IT Professional or Cyber Liability, and automobile liability insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage 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) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services. 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.

- c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the Port of Tacoma, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services. 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 its work to conform to generally accepted professional standards. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

13. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement.

14. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any

party without prior written consent of the Port.

15. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the Port for cause when the Port deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The Port 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 reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Extent of Agreement

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant.

Attachment “C”

RATES**

Consultant Video Production and Online Streaming PSA No. 071300

Video Production

Per meeting rate, up to 4 hours	\$
Per meeting rate, 4+ hours	\$
Technican	\$

Web Portal

Development & Graphic Design	\$
Software costs, if any	\$
Migration Services	\$
Anticipated Hosting & Maintenance Costs (Annual)	\$

*Costs are fixed, fully burdened

**Production & Portal Topics for example, adjust as needed