



**Northwest Seaport Alliance
REQUEST FOR PROPOSALS
No. 071461**

**MARKETING & CREATIVE CONSULTING
SERVICES**

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

RFP INFORMATION	
Contact:	Heather Shadko, Procurement
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Phone:	(253) 428-8697
Submittal Date	MARCH 11, 2021 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'MARKETING & CREATIVE CONSULTING SERVICES' IN THE
SUBJECT LINE

Northwest Seaport Alliance (NWSA)
Request for Proposals (RFP) 071461

Marketing & Creative Consulting Services

The Northwest Seaport Alliance is soliciting proposals from interested, qualified firms to provide strategic messaging and creative design support for print and digital advertising and other marketing materials, and other port-related community projects on an as needed basis. Firms will be evaluated on demonstrated creativity, resourcefulness and capability to help the NWSA meet or exceed brand awareness and market position-related goals in a highly competitive marketplace.

A. BACKGROUND

The NWSA was established in August 2015 as a marine-cargo operating partnership of the ports of Seattle and Tacoma. The NWSA is a public port authority governed by the two home ports as equal Managing Members. Each Managing Member consists of the five commissioners in each port who are elected at large by the citizens of their respective counties. The NWSA operates as a separate entity from the home ports with its own organizational structure.

As one of the largest container gateways in North America, the NWSA delivers less congestion, big ship infrastructure, efficient terminal and intermodal operations, closer proximity to Asia (than other US West Coast ports) and award-winning ease of doing business. The NWSA's primary customers and business partners are international shipping lines, beneficial cargo owners, logistics service providers, warehouse and distribution centers, trucking companies and railroads.

To learn more about The Northwest Seaport Alliance, visit www.nwseaportalliance.com.

The NWSA anticipates awarding a single contract to the selected vendor. The period of performance of the contract is one (1) year, with an option to extend for additional three (3) one-year terms to provide related services as required. The expected budget for this nine (9) month contract is \$100,000.00.

The NWSA's Standard Terms and Conditions are included with the Personal Services Contract Template which is Attachment B to this RFP. By submitting a Proposal, the Proposer represents that it has carefully read and agrees to be bound by the NWSA's Standard Terms and Conditions. Identify during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the NWSA's best interests to adopt the alternative language.

Proposals submitted with altered or conditioned Terms and Conditions without prior written agreement from the NWSA will be considered non-responsive and not considered for evaluation.

B. SCOPE OF SERVICES

Through this RFP, the NWSA aims to select the best qualified marketing communications and creative services solutions partner to work with on advancing NWSA brand recognition and market position in the highly competitive port industry. The Consultant will provide the necessary services to promote the image and reputation of NWSA and competitively market the port.

The successful Consultant's responsibilities will include collaboration with NWSA staff on a variety of projects, including:

- Concept development, strategic messaging, design of print and digital advertising campaigns;
- Planning, design and production of print and digital marketing materials, including brochures, flyers, and guides;
- Design and production of materials to support NWSA business development and community-related activities and events;
- Concepting, recording, editing or production of port video footage for use in informational and marketing purposes;
- Developing slogans, logos, illustrations, maps, copywriting or art for other uses
- Producing an annual holiday message;
- Informational analysis, advice and support for various Port advertising and marketing campaigns;
- Budget planning and shared responsibility for cost control of contract related projects

The NWSA will provide an estimated total dollar expenditure for the contract period, from which the Consultant, in collaboration with port staff, will develop a marketing plan (Plan) and budget for design and production of advertising, printed materials and other work required for each project over the duration of the contract. The Plan will be efficient and cost effective. Fees and hard costs for work and outside services required to execute on this RFP or the contract resulting from this RFP will be considered.

The Consultant will recommend campaign ideas and strategic messaging for advertising and printed materials taking into consideration industry trends, port capabilities and competitive advantages important to its business customers. The Consultant will meet with staff to review and evaluate effectiveness of each ad campaign and propose changes to messaging upon completion of each campaign.

The Consultant will submit all production estimates for NWSA approval. Estimates must clearly indicate any subcontractors or other parties who will be involved in the production work and where those parties are located. The Consultant will obtain written approval from NWSA before producing any advertising or related material on a task order basis.

The Consultant must provide alternative concepts for a particular promotion. Up to three storyboards, ads or other creative concepts must be offered when the Consultant makes a creative presentation to the NWSA. When producing any creative work, the Consultant must not vary from approved scripts, copy, storyboards or layouts without the NWSA's written approval. The Consultant will be liable for all costs if advertisements or collateral materials are executed in a manner not consistent with the NWSA's written approval.

Following creative bid approval by NWSA staff, the Consultant will be responsible for the creation and production of marketing materials, including print and digital advertising, videos and other materials that may be required by the NWSA, with work product to be approved by the NWSA prior to production. The Consultant may also be required to assist NWSA or the port on developing slogans, logos, illustrations, maps, copywriting or art for other uses.

NWSA will own all original artwork, layout, design and final product. Advertising and printed materials produced will reflect the best, most effective practices in the shipping/seaport sectors, be produced in accordance with NWSA brand standards and exemplify the spirit of the brand. Consultant will use the NWSA's approved printers and mail houses for production as directed.

The Consultant will charge the NWSA only one time for artwork that is used in multiple forms, except for the reduction or enlargement of the artwork. Artwork required for any print advertisements must be billed as a one-time item. Any duplication of charges for artwork will be rejected. All original artwork and design files become the property of the NWSA and will be delivered upon completion of the project.

Routine meetings between the Consultant and port/NWSA staff will be required. These meetings will include discussions about schedules and planning, concept approvals, pre-production of advertisements or other Consultant-produced materials. Additional meetings may be held with NWSA subject matter experts as needed.

C. QUALIFICATIONS

The ideal Consultant will have:

- At least ten years of experience representing clients such as the NWSA in similar searches;
- Demonstrated ability to develop positive working relationships; the ability to communicate through modern technologies;
- A progressively (continuously) successful record of delivering positive results on behalf of clients;
- Ability to effectively advise, communicate and collaborate with the NWSA, and;
- Ability to translate strategic messaging into creative and impactful visuals for execution across a number of different media formats.

E. PROPOSAL ELEMENTS & EVALUATION CRITERIA:

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the proposing team (to include the prime, key team members and major sub-consultants) and the team's ability to meet the requirements and provide the requested services of this RFP. The written proposals should be prepared in the same sequential order of proposal criteria as outlined below.

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

The cover letter shall include the RFP Title and Number, Name, Title, Email Address, Phone Number and current Address of the submitting firm's main contact and include the following information:

- Describe any claim submitted by any client against the prime firm within the past two years related to the professional services provided by the firm or its key personnel. For purposes of this request, "claim" means a sum of money in dispute in excess of 10% of the firm's fee for the services provided.
- Any real or perceived conflicts of interests for team members, inclusive of the prime, sub-consultants and key team members.

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

INITIAL EVALUATION PHASE

1. Demonstrated Experience & Success.....40 PTS

Describe previous work (within the past 5 years) by the Consultant that demonstrates experience specifically related to marketing and creative services in a business-to-business capacity. Include three (3) examples of creative product showcasing different uses of media (print, digital, or video) in the appendices.

- Identify team members who were essential in providing these services and a brief summary of the services provided, methodology and outcome.
 - Resumes of the key individuals, if submitted, shall be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed
 - The firm or team's management structure for this contract. Identify each staff member who would be assigned, role, and specific services they would provide.

- The firm’s overall capability to provide the requested services and resources (above and beyond the project team) available to fulfill the needs of the contract by describing the proposed team’s relationships and accomplishments working with each other and with subcontractors/vendors
- Briefly describe the team’s previous history working within the maritime/transportation industry and/or projects that have a direct relationship with this kind of work. Describe individual team member’s experience or contributions to these projects.
- Explain in detail how the firm and team meets or exceeds the qualifications stated in the qualifications section above.

2. Project Approach Narrative.....35 PTS

Outline the team’s knowledge and understanding of the Scope of Work. Describe in detail the solution proposed, including:

- What risks beyond your control do you anticipate in providing this service and how would you mitigate them?
- Provide a list of similar existing clients and how the firm would handle any conflicts of interest that might arise between clients.
- Coordination & Communication: Provide a plan for communications and coordination between the Consultants team and the Port.
- Include a summary of innovative ideas and suggestions for enhancing the scope of services.

3. Compensation25 PTS

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

Present detailed information on the firm’s proposed recurring and non-recurring costs for services proposed. Include hourly rates for each person assigned to the contract.

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

All rates and costs/fees quoted shall be:

- **Fixed, fully burdened, including, but not limited to, travel, per diem, lodging, 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.

NOTE: THE NWSA RESERVES THE RIGHT TO AWARD A CONTRACT FROM THE INITIAL EVALUATION PHASE. IF THIS RIGHT IS NOT EXERCISED, THE NWSA WILL INTERVIEW AT LEAST THE TOP TWO RANKED FIRMS AND SCORE THE REFERENCES AND INTERVIEWS AS INDICATED BELOW IN THE FINAL EVALUATION PHASE. THE AWARD WILL THEN BE BASED ON THE FINAL CUMMALATIVE SCORE (PRE-INTERVIEW SCORING, REFERENCE AND INTERVIEW SCORING).

FINAL EVALUATION PHASE (if applicable)

4. Interviews (as requested by the NWSA).....100 PTS

If an award is not made based on the written evaluations alone, interviews may be conducted with the top-ranked proposers. Failure to participate in the interview process will result in the Proposer's disqualification from further consideration. Travel costs will not be reimbursed for the interview.

5. References (as requested by the NWSA).....50 PTS

If an award is not made based on the written evaluations and interviews, reference checks may be performed on the selected firm. The NWSA may evaluate the reference checks to assess the proposed team's overall performance and success of previous, similar work. Reference checks may also be utilized to validate information contained in the proposal.

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS

ATTACHMENT C- HOURLY RATES

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	FEBRUARY 12, 2021
Last Day To Submit Questions	MARCH 2, 2021
Proposal packets due	MARCH 11, 2021 @ 2:00 PM (PST)
Review/Shortlist*	MARCH 18, 2021
Interviews (if required)*	MARCH 25, 2021
Final Selection*	MARCH 2021
Execute Contract*	APRIL 1, 2021

*Dates are tentative.

**Dependent on Commission approval.

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

VENDOR OBLIGATION

Port of Tacoma's (Port) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port's website, www.portoftacoma.com 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 RFI 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 proposal. 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 (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 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 intends to select the Proposer who represents the best value to the Port.

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 proposal. 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.

ATTACHMENT B

PERSONAL SERVICES AGREEMENT NO. 071461

PROJECT: Marketing & Creative Consulting Services

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: Larry Kvidera GL ACCOUNT NO. 20-xxxx-xx-xxxx-xxx

THIS AGREEMENT is made and entered into by and between the **Northwest Seaport Alliance** (hereinafter referred to as the "NWSA") and **xxCOMPANYxx** (hereinafter referred to as the "Consultant") for the furnishing of **Marketing & Creative Consulting Services** (hereinafter referred to as the "Project").

The NWSA and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will

DELIVERABLES

ASSUMPTIONS

COMPENSATION

This will be accomplished on a **time and materials** basis and will not exceed **\$00,000.00** without prior written approval from the NWSA.

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

All invoices shall be emailed: NWSAinvoices@nwseaportalliance.com. The email must include the required supporting documentation. Incomplete or improperly prepared invoices will be returned for correction without processing or payment. Invoices may be mailed "Attention: Contracts Department."

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

Northwest Seaport Alliance Terms and Conditions Personal Services Agreement

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

1. Key Personnel

The Consultant and/or its subconsultants' key personnel, as described in its Consultant selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the NWSA, or unless such key personnel leave the employ of the Consultant and informs the NWSA such key personnel no longer work for the Consultant.

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

This Agreement shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial

proceeding for the endorsement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington. 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. Consultant shall obtain all professional licenses and permits required to complete the scope of work as defined.

5. Records and other Tangibles

The NWSA and Port of Tacoma are public entities 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 NWSA upon termination of the Agreement or otherwise as requested by the NWSA.

6. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The NWSA has ownership rights to the plans, specifications, and other products

prepared by the Consultant. Consultant shall not be responsible for changes made in the models, programs, reports or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of models, programs, reports or other products prepared under this Agreement for promotional purposes shall require the NWSA's prior consent. 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 or Port.

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. The foregoing protections will not apply to information which: (i) is or becomes generally known to the public other than as a result of Consultant's breach of this Section 7; (ii) prior to Consultant's receipt from NWSA, was obtained by Consultant from a third party who is under no obligation of confidentiality with respect to such information; (iii) is developed by Consultant completely independent from the confidential information of NWSA; or (iv) is required by law or regulation to be disclosed, but only to the extent and for the purpose of

such required disclosure after providing NWSA with advance written notice if reasonably possible such that NWSA is afforded an opportunity to contest the disclosure or seek an appropriate protective order. Consultant shall have the burden of proving the existence of any of the exceptions described in this Subsection. The foregoing notwithstanding, the Consultant may not disclose any information gained as a result of this Agreement without the written consent of the NWSA.

8. Compensation

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

9. Payment Schedule

Consultant shall submit detailed numbered invoices showing contract number, description of work items being invoiced, title of project, total authorized, total current invoice, balance of authorization, hours, hourly rate by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties. All payments are due within thirty (30) days of NWSA's receipt of invoice. Per RCW 39.76.011, The NWSA is required to promptly pay bills.

10. Costs and Disbursements

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

11. Insurance - Assumption of Risk

a) As a further consideration in determining compensation amounts, the Consultant shall procure and

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

- b) With respect to claims other than professional liability claims, Consultant and its subconsultants agree to defend, indemnify and hold harmless the NWSA, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.
- c) With respect to professional liability claims only, Consultant and its subconsultants agree to indemnify and hold harmless the NWSA, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on it, its officers and employees, arising from the negligent acts, errors or omissions by the Consultant in the performance of the Consultant's professional services.

12. Standard of Care

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

13. Time

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

14. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the NWSA.

15. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the NWSA for cause when the NWSA deems continuation to be detrimental to its interests or for failure of the consultant to perform the services specified in the Agreement. The NWSA may terminate this Agreement at any time for government convenience in which case it shall provide notice to the Consultant and reimburse the Consultant for its costs and fees incurred prior to the notice of termination.

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The NWSA reserves the right to join any dispute under this Agreement with any other claim in

litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Extent of Agreement

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

HOURLY RATES

Consultant
Marketing & Creative Consulting Services
PSA No. 071461 / GL Account No. XXXXXX

Personnel*

Hourly Rates

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

Creative*

Hourly Rates

	\$
	\$

All other fees will be paid per the Port of Tacoma Terms & Conditions.

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

*Titles and Categories are given as examples.