



# **NORTHWEST SEAPORT ALLIANCE**

## **REQUEST FOR PROPOSALS**

### **No. 070923**

#### **Marketing & Advertising Support Services**

#### **Support Services**

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

<b>RFP INFORMATION</b>	
Contact:	Heather Shadko, Procurement
Email Addresses:	<a href="mailto:nwsaprocurement@nwseaportalliance.com">nwsaprocurement@nwseaportalliance.com</a>
Phone:	253-428-8697
Submittal Date	<b>JUNE 20, 2018 @ 2:00 PM (PST)</b>

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

Northwest Seaport Alliance (NWSA)  
Request for Proposals (RFP) 070923  
**MARKETING & ADVERTISING SUPPORT SERVICES SUPPORT  
SERVICES**

The Northwest Seaport Alliance (NWSA) and Ports of Tacoma and Seattle are soliciting proposals from interested, qualified firms to provide Marketing and Advertising support. The purpose of this procurement is to identify and select the vendor the NWSA believes is the best advertising, marketing and creative design solutions partner. The ports are seeking an agency with whom to collaborate to develop and implement marketing and public affairs messaging for the organizations. Any contract resulting from this RFP is subject to NWSA Managing Member approval.

The expected duration of the contract is two (2) years with a not to exceed \$200,000 per year for The Northwest Seaport Alliance and \$25,000 per year for the Port of Tacoma. Printing and mail services will be covered by separate purchase orders with home port- and NWSA-approved vendors.

**A. BACKGROUND**

The ports of Seattle and Tacoma joined forces in August 2015 to form NWSA, unifying management of their marine cargo facilities and business to strengthen the Puget Sound gateway and attract more marine cargo and jobs for the region.

The NWSA was the first of its kind in North America, as the fourth-largest container gateway in North America, the NWSA delivers less congestion, closer proximity to Asia and award-winning ease of doing business.

The NWSA's primary customers and partners are international shipping lines, beneficial cargo owners, logistics providers, warehouse and distribution centers, trucking companies and railroads.

Marine cargo operations in the north and south harbors supported more than 48,000 jobs in 2013\*, generating nearly \$4.3 billion in economic activity. That same year, maritime cargo activity generated \$379 million in state and local taxes, which support education, roads and police and fire protection in communities.

The NWSA offers 11 container terminals, four terminals for handling non-containerized cargo (breakbulk and project cargo, autos, logs), five on-dock and three near-dock rail yards and one 165-acre auto processing facility with dedicated overpass and direct rail connections. The NWSA prides itself on being proactive and performance-driven. It puts unrelenting focus on anticipating challenges and providing operational excellence and the best complete value to our customers worldwide.

\*latest study completed

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:**

The successful agency's responsibilities will include collaboration with NWSA staff on any of the items below, as required by each participating organization:

- Develop marketing campaigns, including design and messaging for print and digital ads, to reflect the established NWSA brand.
- Design and print coordination of such publications as the Pacific Gateway magazine and annual reports.
- Developing marketing materials, including fliers, brochures, booth displays, ads, postcards and banners.
- Providing analysis, advice and support for marketing campaigns.

The Vendor will be expected to perform all functions normally required of a full-service marketing and advertising agency. Key personnel should have at least 10 years of experience in communications strategy, brand management, marketing and advertising. Business-to-business marketing experience is essential; experience within the shipping/seaport industry is preferred.

### **Marketing message development**

The Vendor will assist in developing NWSA's marketing messaging and creative design in collaboration with the Public Affairs and Commercial departments to meet objectives and budget. The marketing plans may include advertising, trade show sponsorships and participation, direct mail and email campaigns, and supporting materials, such as brochures, post cards, fliers, print and digital ads, banners and other trade show materials.

The Vendor is expected to recommend campaign ideas, messages and materials that reflect the best, most effective practices available in the shipping/seaport economic development.

The Vendor must work within an annual budget for fees and hard costs related to all marketing and advertising expenditures and other services required by this RFP or the contract resulting from this RFP. The level of anticipated annual spending will be determined by the NWSA. The alliance will expect the Vendor to develop a cost-effective plan that is responsive to marketing and advertising needs. The Vendor must recommend ways to generate cost savings wherever possible and provide quantitative and qualitative measurements that illustrate the return on investment for marketing and advertising programming. The Vendor must make no commitment on behalf of the ports or NWSA without prior approval.

The Vendor will be responsible for creative design, copywriting and production of printed materials produced in support of the alliance's advertising efforts and will be approved by the NWSA. The Vendor will be required to produce an annual report, two magazine-style publications per year and other printed and digital publications. The ports and NWSA will own all original artwork, layout, design and final product.

The Vendor must offer alternative campaigns rather than only one creative solution to a particular promotion. At least three versions of storyboards, ads and other creative products must be offered when the Vendor makes a creative presentation to the NWSA.

The Vendor will be expected to obtain written approval from the ports or NWSA before producing any advertisement or related material. When producing any creative work, the Vendor must not vary from approved scripts, copy, storyboards or layouts without the NWSA's written approval. The Vendor will be liable for all costs if advertisements or collateral materials are executed in a manner not consistent with the NWSA's written approval.

The Vendor shall 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 becomes the property of the home port or NWSA and will be delivered upon request.

Following creative bid approval by NWSA staff, the Vendor will be responsible for the execution, creation and production of marketing materials, including print and digital advertising and other materials that may be required by the NWSA. The Vendor must develop multi-media campaigns in support of the promotions identified in the NWSA's marketing plan. The Vendor may also be required to assist the ports or NWSA in developing slogans, logos, illustrations, maps, copywriting or art for other uses. Vendor will use the NWSA's approved printers and mail houses for production.

The Vendor 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.

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

### **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.

Proposals are limited to 10 numbered pages (8 ½ by 11 inch) **excluding** the cover letter and all appendices. 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-vendors and key team members.
- A statement indicating acceptance of the Port's Terms and Conditions and acknowledgement of any addenda issued.

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

#### **INITIAL EVALUATION PHASE**

##### **1. Team Experience ..... 30 PTS**

The successful team must have extensive public affairs and public relations expertise and experience. General awareness of the Puget Sound region economy and culture is essential. Experience with the port industry is preferred.

- Identify specific expertise in strategic, measurable public affairs programs to match research findings, including prevailing science and standards.
- Specify the proposed team by name, position and firm (if using subvendors.) Provide a brief description of each team member's role on the project.
- Outline specific experience and expertise of team members. Include each individual's experience, a list of recent and similar projects and technical expertise.

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-sized page.

2. Approach and Methodology ..... 40 PTS

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

- Accomplishing the Scope of Services: Assisting in developing a strategic public affairs plan, developing messaging to support the objectives of the plan, and designing and producing multi-media materials.
- Coordination: Communications and interactions between the project team, the ports' or NWSA's project managers and the various stakeholders involved.

3. Compensation ..... 30 PTS

Clearly outline the firm's recommended approach and cost for each category of services as outlined in the Scope of Services.

In addition, present detailed information on the firm's proposed fee structure for the services proposed. Specify any third-party involvement, additional fees, charges, expenses that are, or may be, billable to the ports or NWSA. All rates quoted shall be 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.

**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 THE TOP THREE 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 CUMMULATIVE SCORE (PRE-INTERVIEW SCORING, REFERENCE AND INTERVIEW SCORING).

**FINAL EVALUATION PHASE (if applicable)**

4. References ..... 50 PTS

Ensure completion of a **minimum of 3 maximum of 5 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.

5. Interviews ..... 100 PTS

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. Interviews will be held at the Port of Tacoma, Tacoma, WA. Travel costs will not be reimbursed for the interview.

**ATTACHMENT A – INSTRUCTIONS FOR PROPOSING**

**ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS**

**ATTACHMENT C – REFERENCE QUESTIONNAIRE**

## **RFP PROCESS**

### **SOLICITATION TIMELINE:**

Issuance of RFP	JUNE 1, 2018
Last Day To Submit Questions	JUNE 14, 2018
<b>Proposals due</b>	<b>JUNE 20, 2018 @2:00 PM (PST)</b>
Review/Shortlist*	JUNE 29, 2018
Interviews (if required)*	WEEK OF JULY 9, 2018
Final Selection*	JULY 18, 2018
Execute Contract*	JULY 25, 2018**

\*Dates are tentative.

\*\*Dependent on Managing Member approval.

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

### **VENDOR OBLIGATION**

Northwest Seaport Alliance Request for Proposals can be accessed on the Port's website, [www.portoftacoma.com](http://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 / INQUIRIES**

Proposers who, relative to this scope of services, contact any individuals or Commission members representing either of the ports and or Northwest Seaport Alliance, 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, [NWSAprocurement@nwseaportalliance.com](mailto:NWSAprocurement@nwseaportalliance.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 NWSA will respond to all written questions submitted by this deadline.

## **ADDENDA**

The NWSA may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the NWSA changes, revises, deletes, increases, or otherwise modifies the Solicitation, the NWSA will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have requested to be placed on the Holder's List. Acknowledgement of addenda is required in cover letter.

## **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:

[NWSAprocurement@nwseaportalliance.com](mailto:NWSAprocurement@nwseaportalliance.com)  
Name of Firm, ITB 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 NWSA. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

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

## **EVALUATION AND AWARD PROCESS**

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

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

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

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

### **Procedure When Only One Proposal is received**

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

### **GENERAL INFORMATION**

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

### **COSTS BORNE BY PROPOSERS**

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

### **PROTEST PROCESS**

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

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

Waiver. Failure to comply with these protest procedures will render a protest waived.

Condition Precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

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

The Northwest Seaport Alliance encourages participation in all 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 NWSA and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, the NWSA will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the NWSA by the stated deadline, the NWSA will release the requested portions of the proposal. By submitting a response the vendor assents to the procedure outlined in this paragraph and shall have no claim against the NWSA on account of actions taken under such procedure.

## PERSONAL SERVICES AGREEMENT NO. **070923**

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**PROJECT: Marketing & Advertising Support Services**

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**CONSULTANT: Company, Address, City, State, Zip**

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**PROJECT MANAGER: PM GL ACCOUNT NO. #####**

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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 **xxTITLExx** (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 fully burdened, fixed** 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](mailto: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.

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**

**CONSULTANT (LEGAL NAME)**

By

By

---

Name  
Title

Date

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Name  
Title

Date

## 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 the 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 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 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.

## 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 forgoing 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 10<sup>th</sup> 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 and automobile liability

insurance as shall protect Consultant and any subconsultants performing work under this Agreement from claims or 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. Certificates of Insurance shall evidence:

- i. Commercial General Liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- ii. Automobile Liability: ISO Form Number CA 00 01 covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident.
- iii. Workers Compensation Insurance: Statutory Workers Compensation Insurance as required by the State of Washington.
- iv. Stop Gap/Employers Liability Insurance shall be provided with a limit of not less than \$1,000,000 per claim.
- 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.
- d) All policies shall be issued by a company having an A. M. Best Financial Strength Rating of A- and Financial Size Category of VI or better. The Consultant shall be responsible for notifying the NWSA in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. The NWSA shall be named as an additional insured on all policies by endorsement on ISO Form CG 20 10 Form B or equivalent. Additionally, except for Workers Compensation, waivers of subrogation shall be provided by endorsement to all policies.

## 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.

## Attachment C

REFERENCE'S RESPONSE TO:  
RFP Number: 070923

### INSTRUCTIONS TO THE PROPOSER:

Proposers are allowed three (3) completed reference questionnaires. To ensure the receipt of three(3) references, we recommend that 4-5 are sent. The completed references questionnaires must be from individuals, companies, or agencies with knowledge of the proposer's experience that is similar in nature to the products or services being requested by this RFP, and are within the last 3 years from the date this RFP was issued.

If more than three (3) qualifying references are received, the first three (3) fully completed references received will be used for evaluation purposes. References will be averaged.

### INSTRUCTIONS

1. Proposers must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.
  - a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
  - b. Print the name of your company/organization on the "PROPOSER NAME" line.
2. Send the "Reference's Response To" document to your references to complete.

**NOTE:** It is the proposer's responsibility to follow up with their references to ensure timely receipt of all questionnaires. Proposers may e-mail the Procurement Representative prior to the RFP closing date to verify receipt of references.

**Attachment C**  
**REFERENCE'S RESPONSE TO:**  
**RFP Number: 070923**  
**RFP Title: Marketing & Advertising Support Services**

**REFERENCE NAME (Company/Organization):** \_\_\_\_\_

**PROPOSER NAME (Company/Organization):** \_\_\_\_\_ has submitted a proposal to the Port of Tacoma, provide the following services: Marketing & Advertising Support. We've chosen you as one of our references.

**INSTRUCTIONS**

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include a signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:  
E-mail: [NWSAprocurement@nwseaportalliance.com](mailto:NWSAprocurement@nwseaportalliance.com)
5. This completed document **MUST** be received no later than **June 20, 2018 @ 2:00PM** (Pacific Time). Reference documents received after this time will not be considered. **References received without an signature will not be accepted.**
6. DO **NOT** return this document to the Proposer.
7. In addition to this document, the Port may contact references by phone for further clarification if necessary.

**REFERENCE QUESTIONNAIRE**  
**RFQ Number: 070923**

**RFP Title: MARKETING & ADVERTISING SUPPORT SERVICES**

E-mail: [NWSAprocurement@nwseaportalliance.com](mailto:NWSAprocurement@nwseaportalliance.com)

<b>Reference Firm Name</b>	
<b>Reference Name</b>	
<b>Project Name /Year work done</b>	
<b>Generally describe the nature of the work the firm did for you, including the Contract term and cost.</b>	
<b>Was the staff generally available and easy to reach?</b>	
<p><b>1. Was the work often completed within schedule &amp; within budget? If not, explain.</b></p> <p><i>1 poor – 10 outstanding</i></p>	
<p><b>2. How would you rate the quality of work provided?</b></p> <p><i>1 poor – 10 outstanding</i></p>	
<p><b>3. Would you hire them again? Why or why not?</b></p>	

<p><b>4. How would you rate the quality of their staff?</b></p> <p><i>1 poor – 10 outstanding</i></p>	
<p><b>5. How would you rate their responsiveness to your requirements for changes/amendments, invoicing/billing reconciliation and responsiveness to inquiries?</b></p> <p><i>1 poor – 10 outstanding</i></p>	
<p><b>6. General Comments</b></p>	

## ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

\_\_\_\_\_  
Signature of Reference

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address