

**PORT OF TACOMA**  
**REQUEST FOR PROPOSALS**  
**No. 071682**  
**HR SYSTEMS PLANNING, DESIGN &**  
**IMPLEMENTATION PROJECT**

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

RFP INFORMATION	
Contact:	Michelle Walker, Procurement
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
Phone:	(253) 888-4744
Deadline for Questions	<b>04/14/2022 @ 2:00 PM (PST)</b>
Submittal Date	<b>04/29/2022 @ 2:00 PM (PST) via email</b>

**PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS  
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND  
INCLUDE 'HR SYSTEMS PLANNING, DESIGN & IMPLEMENTATION' IN THE  
SUBJECT LINE**

## A. BACKGROUND

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

The Port of Tacoma (**Port**) is soliciting proposals from firms interested in:

- Planning, designing, and implementing the replacement of the Port's current HRIS and related HR capabilities with a solution of either NeoGov or Microsoft Dynamics 365
- Engaging in Post-production support of the implemented solution

### **Description of Current Systems and Future Capability Needs:**

Currently, the Port of Tacoma has multiple systems to support Human Resources (**HR**) services and some HR processes are not currently well supported by existing technology, including approval workflows and document/records management. The Port's current HRIS, PDS HR Vista, was implemented in 2009, but its utilization has been limited to core HR record keeping functions. The Port's Recruiting and Performance Management functions are supported by the NEOGOV platform. Payroll and Time & Attendance are administered and supported by the ADP platform. The Port of Tacoma plans to implement a next generation HRIS solution that is modular, extensible, and fully integrated. By simplifying and reducing the number of HR systems utilized, the new HR solution will improve overall systems functionality and utility, while also simplifying the support, maintenance, and licensing needed.

Proposed solutions must be a SaaS solution. Solutions should include:

- HRMS
- Benefits
- Employee & Labor Relations
- Integrations with Finance, Payroll and Benefit Provider systems
- Employee Performance Management
- Employee Records Management
- Recruiting
- New Employee Onboarding
- Reporting
- Training Management
- Union Grievance Management
- Time & Attendance

Here are some relevant parameters that will influence your firm's proposal:

- **Platforms to be Considered:** To be consistent with the Port's IT strategy to simplify our IT ecosystem and informed by recent HR Systems Assessment RFI responses, the Port will accept only proposals based on NeoGov or Microsoft Dynamics 365 (**D365**); others will be rejected.

- **Proposal & Bid Structure:** The Port requires that proposals and bids be grouped into the following phases:
  - Planning & Design
  - Implementation
- **3<sup>rd</sup>-Party or Proprietary Components:** The Port anticipates that solutions can be designed using components native to the respective platform. Other than NeoGov and D365, the Port requests that proposed solutions do not include 3<sup>rd</sup>-party or proprietary tools such as integration connectors except when the needed functionality does not exist within the proposed platform. Elaboration explaining the need for such components is expected.
- **Expected Level of Vendor Engagement:** The Port expects the selected vendor to lead and play a hands-on consulting partner role in the Planning, Design, and Implementation phases of these projects, performing key tasks including, but not limited to, requirements validation, design, system configuration, project management and initial testing.
- **Anticipated Planning & Design Timeline:** The Port expects to begin the Planning and Design project with the selected vendor in Q3 2022.

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

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

## **B. SCOPE OF SERVICES**

- **One-Time HR Systems Planning & Design project (Fixed Bid)**  
 The first project to be undertaken using the project-based contract is to plan and design the implementation of a new SaaS HR system and related integrations in Attachment C. This project scope includes:
  - Consulting services for planning the project tasks, deliverables, and timeline for implementing a new HR system and integrations.
  - Consulting services to plan and design processes, workflows, configuration, data migration, testing, technical documentation, and go-live support with minimal disruption to our users.
  - The Port anticipates that this project can be performed 100% remotely and no travel will be required.
 At the conclusion of the Planning & Design project, the selected provider will be evaluated prior to proceeding to the Implementation project.
- **One-Time HR Systems Implementation project (Time & Materials not to exceed)**  
 The Port expects to execute a contract with the Planning & Design project provider to execute the project-based contract to implement of the selected

SaaS HR system and related integrations as planned and designed in the Planning & Design project. This project scope includes:

- Consulting services for executing the project tasks, deliverables, and timeline for implementing a new HR system and integrations.
  - Services to perform configuration, data migration, testing, technical documentation, and go-live support with minimal disruption to our users.
  - The Port anticipates that this project can be performed 100% remotely and no travel will be required.
- Ongoing managed support services of the implemented HR systems solution:
    - Routine administration, maintenance, patching, minor version upgrade, and support services for our HR system for a fixed monthly fee.
    - Routine support services will be provided remotely, and no travel is required.

#### **D. DELIVERABLES**

All tasks, services, scope, and deliverables will be agreed upon between the Port and the vendor before the commencement of work.

- One-Time HR Systems Planning & Design project (Fixed Bid)
  - Scope, plan (project tasks, deliverables, milestones, and timeline for implementing a new HR system and integrations) describe methodology.
  - Plan and design processes, workflows, configuration, data migration, testing, technical documentation, and go-live support with minimal disruption to our users.

At the conclusion of the Planning & Design project, the selected provider will be evaluated prior to proceeding to the Implementation project.

- One-Time HR Systems Implementation project (Time & Materials not to exceed)
  - Execute the project tasks, deliverables, and timeline for implementing a new HR system and integrations.
  - Configuration, data migration, testing, technical documentation, and go-live support with minimal disruption to our users.
- Ongoing managed support services of the implemented HR systems solution:
  - Routine administration, maintenance, patching, minor version upgrade, and support services for our HR system for a fixed monthly fee.
  - Routine support services will be provided remotely, and no travel is required.

#### **E. RFP 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, if any) 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 30 numbered pages (8 ½ by 11 inch) excluding the cover letter, compensation information and appendices required by the Port. 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 (2) years related to the professional services provided by the firm or its key personnel. For purposes of this request, “claim” means a sum of money in dispute in excess of 10% of the firm’s fee for the services provided.
- Any real or perceived conflicts of 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.  
Please respond in the same sequential order as specified below:**

### **INITIAL EVALUATION PHASE**

#### **1. Solution Functional Capabilities – Satisfaction of Requirements ..... 35 PTS**

- a) Identify the platform, describe compatibility with Port legacy applications, integration methods and reporting & analytics methods
- b) Complete the Fit/Gap Matrix referenced in Attachment F and include with your proposal submission.

#### **2. Project-Based Professional Services ..... 35 PTS**

- a) Identify the proposed team (to include working titles, degrees, certifications, and licenses), demonstrate the team’s experience in performing the requested services and describe how the team meets or exceeds the required qualifications.
- b) Describe your firm’s solution qualifications, including the relevant partner level of the firm and relevant certifications and experience performing project-based planning, business workflow & requirements documentation, solution design, configuration, and consulting work.
- c) Describe your firm’s typical project approach and describe the typical deliverables and documentation you produce as part of a SaaS HR systems project (requirements, design documents, knowledge transfer documents, project plans, test plans, etc.).
- d) Provide your support Service Level Agreement with your proposal.
- e) Specifically, for a project to plan, design and implement the Port’s new HR system, using information available to you in this RFP:
  - Describe how your firm would approach this project.
  - Identify anticipated deliverables and give a timeline / project plan with key milestones and tasks for your team and the Port’s team.
  - Identify the project roles from your team that would be involved in the project as well as the resources from the Port that you anticipate would need to be involved.

NOTE: If selected as a finalist, you will have an opportunity to ask questions during the interview meetings before submitting a best-and-final plan, deliverables, and project cost during the **Final Evaluation** phase.

**3. Service Compensation ..... 20 PTS**

**Do not include pricing information when responding to items 1 or 2 above. All pricing information should only be included in this section's response.**

- a) Using information available to you in this RFP, provide a fixed-bid cost for the project to **plan and design** the implementation of your proposed solution as described in the first item in the Scope of Services section.

NOTE: If selected as a finalist, you will have an opportunity to ask questions during the interview meetings before submitting a best-and-final plan, deliverables, and project cost during the **Final Evaluation** phase.

- b) Using information available to you in this RFP, estimate the cost for the project to **implement** your proposed solution as described in the second item in the Scope of Services section.
- c) Present detailed information on the firm's proposed hourly rates for performing time-and-materials project-based support services using the table in Attachment D – Time-and-Materials Project-Based Support Rate Breakdown.

**Compensation information MUST be provided in an individual PDF document as a separately labeled file.**

All costs/fees quoted shall be:

- For the Planning & Design phase, use fixed, fully burdened, including, but not limited to, administrative overhead, travel expenses, and all direct/indirect expenses.
- For the Implementation phase, use time & material estimate, including, but not limited to, administrative overhead, travel expenses, and all direct/indirect expenses.
- Quoted in US Dollars.
- Full cost inclusive of sales tax and other government fees, taxes, and charges.
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

**4. Software Subscription Cost Estimate ..... 10 PTS**

**Do not include pricing information when responding to items 1 or 2 above. All pricing information should only be included in this section's response.**

Using information available to you in this RFP, estimate the cost to procure needed software subscriptions and storage. The Port may elect to procure software subscriptions independently of service contracts awarded. Refer to the National Association of State Procurement Officials (NASPO) agreement ([www.naspo.org](http://www.naspo.org)).

**FINAL EVALUATION PHASE**

**1. Presentations & Interviews (as requested by the Port) ..... 35 PTS**

Interviews will 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 conducted by online video meeting.

**2. Scripted Demonstrations (as requested by the Port) ..... 35 PTS**

Interviews will 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 conducted by online video meeting.

**3. Best and Final Project Proposal for  
New HR Systems Solution Planning & Design Project..... 30 PTS**

After interview discussions are conducted in #1 above, proposers should submit best-and-final proposal for two projects: 1) to plan & design configuration and 2) to implement the proposed HR Systems and related capabilities, including the following as **four separate documents**:

- Solution Proposal with platform, integrations, data migration, etc.
- Project Plan with deliverables, milestones, dependencies, risks, etc.
- Fixed-price quote for project Planning & Design phase.
- Time & materials quote for Implementation phase.

**References .....Pass/Fail**

Reference checks may be performed on the selected firm, if based directly on the proposals received, or on shortlisted firms if interviews are being requested. The Port 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.

**Vendor Cybersecurity Self-Evaluation .....Pass/Fail**

Complete the Vendor Cybersecurity Self-Assessment spreadsheet referenced in Attachment E and return it by email with your proposal submission. The Port may request further information during the Presentations and Interviews to clarify responses.

**Attachments:**

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS

ATTACHMENT C – CURRENT HR SYSTEMS & RELATED SYSTEMS INFORMATION

ATTACHMENT D – PROJECT-BASED SUPPORT COST BREAKDOWN

ATTACHMENT E – VENDOR CYBERSECURITY SELF-ASSESSMENT

ATTACHMENT F – REQUIREMENTS FIT/GAP ANALYSIS MATRIX

ATTACHMENT G – AS-IS AND TO-BE DIAGRAMS

## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

### PROCUREMENT PROCESS

#### SOLICITATION TIMELINE:

Issuance of RFP	03/31/2022
Last Day to Submit Questions	04/14/2022 @ 2:00 PM
<b>Proposal packets due</b>	<b>04/29/2022 @ 2:00 PM</b>
Review/Shortlist*	05/06/2022
Interviews (if required) *	05/20/2022
Best-and-Final Proposal for Services	05/31/2022 @ 2:00 PM
Final Selection*	06/08/2022
Execute Contract*	06/24/2022

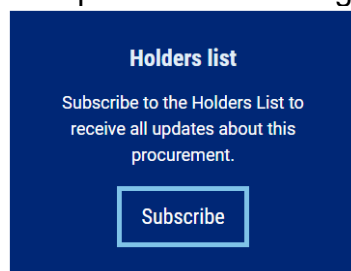
\*Dates are tentative.

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](http://www.portoftacoma.com) under 'Business'; 'Contracting'; 'Procurement'.

When viewing the details page for this procurement on the Port's Website firms have the option of subscribing to the Holder's List.



By subscribing to the Holder's List, firms will automatically be notified when new documents or changes relating to this procurement occur.

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

#### COMMUNICATION / INQUIRES

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](mailto: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



## ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

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](mailto:procurement@portoftacoma.com)

Name of Firm, HR SYSTEMS PLANNING, DESIGN & IMPLEMENTATION  
PROJECT (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.

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

### **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](mailto: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 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.

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

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.

PERSONAL SERVICES AGREEMENT NO. 071682

PROJECT: HR SYSTEMS PLANNING & DESIGN

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: PM GL ACCOUNT NO. XX-XXXX-XX-0000-00

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 HR SYSTEMS PLANNING & DESIGN 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 \$XXXX 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](mailto:cpinvoices@portoftacoma.com) or entered into the Port's project management software e-Builder®. 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 XXXX.

**ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND CONDITIONS**

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:

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

**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 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, 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 – CURRENT HR SYSTEMS & RELATED SYSTEMS INFORMATION

Existing Environment	Comments
Current Employee Counts	Total: 270
HR Staff	4
People Managers	43
Integrations & Related Systems	
HR Systems Environment As-Is & To-Be Diagrams	See Attachment G
Dynamics GP	Migrating to D365 Finance
Prophix Budget Management	
Dynamics 365 Finance	- Multi-company Acct Budget Mgt - Upon Retirement of Dynamics GP
ADP Payroll Management	
ADP e-Time	If Time & Attendance isn't in scope of your solution
Benefit Providers	See list in Appendix F Fit/Gap Matrix
User Authentication and Synchronization	
Azure Active Directory	

**ATTACHMENT D – PROJECT-BASED SUPPORT COST BREAKDOWN**

<b>Project Role</b>	<b>Remote Hourly Rate</b>	<b>On-Site (Tacoma, WA) Hourly Rate – inclusive of travel expenses</b>
	\$x	\$x
	\$x	\$x
	\$x	\$x
	\$x	\$x
	\$x	\$x

All costs/fees quoted shall be:

- **Fixed, fully burdened, including, but not limited to, administrative overhead, and all direct/indirect expenses,**
- Quoted in US Dollars
- Three (3) years term, with one (1) optional 1-year terms
- Full cost inclusive of sales tax and other government fees, taxes, and charges
- Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing

Provide a copy of your Support SLA with your response.

## ATTACHMENT E – VENDOR CYBERSECURITY SELF-ASSESSMENT

This **self-assessment** (Attachment E) is an Excel spreadsheet that should be filled out and returned by email with your proposal materials. The spreadsheet can be found in the Procurement page for this RFP on the Port's website.

[ATTACHMENT E – VENDOR CYBERSECURITY SELF-ASSESSMENT\\_VENDOR-NAME.xlsx](#)

## ATTACHMENT F – REQUIREMENTS FIT/GAP ANALYSIS MATRIX

This **Requirements Fit/Gap Matrix** (Attachment F) is an Excel spreadsheet that must be filled out and returned by email with your proposal materials.

Indicate how each requirement is satisfied in your proposed solution:

FIT – Requirement is satisfied within the core application without any custom development, configuration nor set-up.

CONFIGURATION – Requirement is satisfied by configuration provided in the core application without any need for custom development nor bolt-on software.

CUSTOMIZATION – Requirement is met only by customer development. Customization must be fully described in your proposal and accounted for in pricing.

3<sup>rd</sup> PARTY – Requirement can be met by introducing a 3<sup>rd</sup>-party. The 3<sup>rd</sup>-party solution must be fully described in your proposal and accounted for in pricing.

The spreadsheet can be found in the Procurement page for this RFP on the Port's website.

[ATTACHMENT F – REQUIREMENTS FITGAP ANALYSIS MATRIX\\_VENDOR.xlsx](#)

## ATTACHMENT G – AS-IS AND TO-BE DIAGRAMS

The **As-Is and To-Be Diagrams** is a pdf. The document can be found in the Procurement page for this RFP on the Port's website.

[ATTACHMENT G – AS-IS AND TO-BE DIAGRAMS.pdf](#)