

QUESTIONS & RESPONSES #03**CONTRACT NUMBER: PA000000330****RFP/RFQ TITLE: Workforce Classification and Compensation Services 2025****CONTACT: Michelle Walker, Procurement Analyst****EMAIL: procurement@portoftacoma.com****PHONE NUMBER: 253-888-4744****QUESTIONS DUE DATE: Wednesday, June 4, 2025 @ 2:00 PM (PDT)****Q&A ISSUE DATE: June 5, 2025**

#	Question	Answer	Question #
1	How many unique position titles (and number of employees) are included in the project?	Approximately 160 employees with about 120 unique position titles	Q-003048
2	How many collective bargaining agreements are in place for the included positions?	None	Q-003048
3	How many pay structures/pay plans does the Port utilize for the included positions?	One	Q-003048
4	Based on the scope of work, it appears the selected contractor will conduct a minimum of one comprehensive market study during the contract term. Could you confirm if this is accurate?	Correct	Q-003091
5	How many benchmark jobs does the PORT anticipate including in the survey? Alternatively, is the PORT expecting the contractor to recommend the benchmarks? If so, how many unique job titles or job classifications are anticipated to be part of the study?	The Port would appreciate consultant input on which positions to include as benchmarks for the comprehensive survey from our 120 unique position titles. The comprehensive survey would ideally include Port Specific work where applicable and available. Our last review included approximately 53 unique position titles.	Q-003091
6	Is the PORT requesting an FLSA (Fair Labor Standards Act) analysis for all job titles?	Not at this time.	Q-003091
7	Does the PORT currently use a job evaluation system to maintain internal equity? If so, which system? If not, is the PORT interested in implementing such a system?	The Port currently uses a Logic Leveling Classification Model, with individual positions placed into the salary ranges based on similarity of work and market information where applicable.	Q-003091
8	The scope includes "Review job descriptions and minimum requirements for proper classification of jobs". Does the PORT have an estimate for how many job descriptions will require review, or would a per job description cost be acceptable?	This is an ad-hoc need, and a per description cost would be preferable. Also, if there is any difference between a staff vs. executive review.	Q-003091
9	The scope also includes "ad hoc classification/compensation-related requests, presentations, discussions, and/or reports." Can the PORT provide examples of these ad hoc requests for cost estimation, or would a rate table and not-to-exceed cost approach be acceptable?	A rate table and not-to-exceed approach is acceptable. Some examples might include (and would not be limited to): - support on best practice knowledge on topics such as market scope - presentation to Commission on recommended approach - performance management best practice discussions (annual merit cycle) - discussion guidance on philosophy/strategy review with Commission - guidance on pay programs outside of traditional salary (such as 'you did a great job' spot awards)	Q-003091
10	Would the PORT like the market survey to include both public and private sector data for comparison? If private sector participation in custom surveys is limited, would use of reputable published sources be acceptable?	Yes, both public and private data is preferred and published survey results are acceptable.	Q-003091
11	Is the PORT seeking collection of salary data only, or also information on the prevalence and cost of benefits (e.g., paid time off, health, and retirement)?	It is possible that a total rewards look at our next comprehensive review is preferred.	Q-003091
12	Is the PORT seeking recommendations regarding pay policies as part of the engagement?	This is a likely ask. We will be reviewing our pay policy during the time of this contract.	Q-003091
13	Would the PORT like the consultant to calculate the cost of implementing the recommended salary structure?	No.	Q-003091
14	Is the PORT seeking assistance with implementation and/or training following the study?	This could be possible.	Q-003091
15	Is the PORT willing to consider all work being conducted virtually (through web and teleconference and sharing of electronic files using a secure platform provided by the vendor)?	Yes. There is the real possibility that the consultant may have to appear in person however if requested by the Commission.	Q-003090
16	Is bullet 3 in the scope section a full market study for 120 jobs happening sometime in the three years and the rest of the bullets ad hoc requests?	The full market study and review of system occurs every three to five years. With our last being implemented in 2024.	Q-003089
17	Are you expecting the same jobs to be surveyed all at the same time, more than once during this project, or are you expecting the jobs to be surveyed in groups spread over the 3 years?.	Yes, it is a comprehensive look.	Q-003089
18	Does the Port have/subscribe to its own salary surveys? If so, which surveys? Do you expect the consultant team to utilize published survey data, conduct custom survey research, or a combination?	Yes, the Port subscribes to ERI, utilizes three published Milliman Surveys (Management & Professional, Puget Sound Area, Washington Public Employers), and the AAPA Port Survey.	Q-003089
19	Are you requesting a review of job descriptions to place in your existing classification system or update or create a new classification system?	It is preferable to retain our current system of classification as it was just implemented in 2024.	Q-003089

20	Do you have separate job descriptions and classification documents for the 120 jobs? If so, how many job descriptions vs classifications will be included in this study?	We have about 120 position descriptions which are placed into 9 Classification levels and a salary grade structure of 18 ranges.	Q-003089
21	Can you please provide clarity around the deliverable “Review job descriptions and minimum requirements for the proper classification of jobs”? Does this mean FLSA, civil service, correct classification title, or something else?	This was meant to reflect the possibility of reviewing a document as a result of a (re)classification request as support to staff. Could include FLSA status, Classification, salary grade recommendations.	Q-003089
22	When was the last update to the job documents?	The last update to most job descriptions was earlier this year. Though, there could be the need for a thorough review of essential functions if recommended.	Q-003089
23	On NeoGov several of the classifications were missing descriptions. Is an expected deliverable of this project for the consultant team to write job descriptions? If so, how many do you expect the consultant team to create? If not, how will the consultant team be provided with information to use in the market study?	The descriptions in NeoGov that are publicly viewable, at this point in time, are only for those that have been posted fairly recently. We do have job descriptions for all non-represented jobs.	Q-003089
24	What if we find that a job description does not meet "minimum requirements for market salary information and proper salary grade placement of jobs." Is the consultant team writing the content or the Port's project team? Who is involved? Just HR, department leaders, managers, and/or employees?	If there is insufficient market salary data for a job, we would base the placement into the salary ranges on other factors typically the job family, scope of responsibility, similarity to other work. The consultant would be writing the final report from the comprehensive project. The project team is not determined at this point. It will likely consist of HR staff, Executive representation, and possibly Commission or employee representation	Q-003089
25	Will you want any support with employee or manager communications?	Yes.	Q-003089
26	Can you provide an example of work that might be included in the “Ad hoc classification/compensation related requests, presentation, discussions, and or reports.”	See question 9	Q-003089
27	Who did this work in the past?	The classification/compensation role had been vacant for quite some time prior to 2023, and the majority of classification/compensation work was handled by a consultant. The position is currently filled, resulting in the primary need for a backup for staff and the independent review of the comprehensive study, overall guidance on best practice.	Q-003089
28	In Section 44-11(d) we propose to delete this section entirely.	See Addendum 01	Q-003096
29	In Section 44-11(b) we propose the following updated language: The Consultant and its subconsultants shall indemnify, defend (the defense obligation shall not apply to professional liability claims), and hold harmless the Port of Tacoma and the Northwest Seaport Alliance and their respective appointed and elective officers and employees (“Indemnified Parties”) from and against any and all third-party suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs by reason of any and all claims and demands on the Indemnified Parties to the extent such third party claim is finally determined to be arising from the grossly negligent acts, willful misconduct or fraudulent behavior by the Consultant in the performance of the Services. Notwithstanding the foregoing, PORT hereby releases Consultant, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify PORT or any Indemnified Party against, any costs, fees, expenses, damages and liabilities (including attorneys’ fees and all defense costs) relating to or arising as a result of the acts or omissions of PORT or any Indemnified Party. Furthermore, because of the importance of the information that PORT provides to Consultant with respect to Consultant’s ability to perform the services, PORT hereby releases Consultant and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney’s fees, relating to the services that arise from or relate to any information, including representations by management, provided by PORT, its personnel or agents, that is not complete, accurate or current.	See Addendum 01	Q-003095
29 contintued	The liability (including attorney’s fees and all other costs) of Consultant and its present or former partners, principals, agents or employees related to any claim for damages relating to the services performed under this Contract shall not exceed the fees paid to Consultant for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of Consultant relating to such services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays, interruptions, or viruses arising out of or related to this Contract even if the other party has been advised of the possibility of such damages.	See Addendum 01	Q-003095

30	<p>In Section 43-6 we propose the following updated language:</p> <p>Ownership of IP</p> <p>The PORT has ownership rights to the Instruments of Service. Consultant shall not be responsible for changes made in the Instruments of Service by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of the Instruments of Service for promotional purposes shall require the PORT'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. Notwithstanding the foregoing, Consultant will maintain all ownership right, title and interest to all of Consultant's Knowledge. For purposes of this Agreement "Consultant's Knowledge" means Consultant's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Consultant prior to the Effective Date of this Contract ("Consultant's Preexisting Knowledge") (2) developed or obtained by Consultant after the Effective Date, including during the course of providing services under this Contract, but: (i) which are developed or obtained without using PORT's Confidential Information, or (ii) which PORT has not paid for such development; and (3) extensions, enhancements, or modifications of Consultant's Preexisting Knowledge which do not include or incorporate PORT's Confidential Information.</p>	See Addendum 01	Q-003094
30 continued	<p>To the extent that any Consultant Knowledge is incorporated into the deliverables, Consultant grants to PORT a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Consultant Knowledge in connection with the deliverables, and for no other purpose without the prior written consent of Consultant.</p>	See Addendum 01	Q-003094