

PORT OF TACOMA REQUEST FOR PROPOSALS No. 069959

FUNCTIONAL JOB ANALYSIS SERVICES

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

	RFP INFORMATION	
Contact:	Heather Shadko, Procurement	
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Phone:	(253) 428-8697	
Submittal Date	AUGUST 15, 2014 @ 2:00 PM (PST)	

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE
'FUNCTIONAL JOB ANAYSIS SERVICES' IN THE SUBJECT LINE

PORT OF TACOMA Request for Proposals (RFP) #069959 Functional Job Analysis Services

The Port is soliciting proposals from firms qualified and interested in providing services related to job task analyses. The Port anticipates awarding one contract with options for two (2) one-year extensions at the sole discretion of the Port.

A. BACKGROUND

The Port has initial and recurring requirements for functional job analyses and seeks to develop standardized job analysis documentation to support post-injury return to work programs and ADA compliance.

To learn more about the Port of Tacoma, visit www.portoftacoma.com.

The Port anticipates awarding one contract. The initial task under this contract will be to develop and/or update 30 functional job analyses with an expected completion date of March 31, 2015. Thereafter, the Port may require the creation of additional job analysis on an on-call basis during the remaining term of the contract. Additional Job Analysis will be accomplished via task orders issued and approved by the Port.

The Port's Standard Terms and Conditions are included as 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.

B. SCOPE OF SERVICES

The services contemplated in this RFP include, but are not limited to:

- Review of Port-provided job descriptions and existing job analyses for various (approximately 30) job classifications identifying job title, description of essential and marginal functions, performance expectations, required qualifications and education and training, all of which is to be incorporated into each functional analysis to be completed under the contract which is the subject of this RFP.
- Interview Port supervisors, workers and staff to obtain the specific details regarding the entire scope of job functions, physical and mental demands and required skills and knowledge to perform the functions.
- Conduct on-site observations of job duties being performed, as needed.
- Qualify and quantify the functional elements of each job (e.g., time spent performing various tasks, number of repetitions).

- Develop written functional analyses which will list, at a minimum, the following:
 - a) Tools, equipment or technology utilized in the performance of job tasks.
 - b) Physical, psychological and emotional demands and requirements.
 - c) Working conditions and environmental factors (i.e., exposures).

C. DELIVERABLES:

The deliverables will consist of individual written functional analyses by Port classifications (which may represent a variety of job titles) utilizing a standard format, acceptable to the Port. The format must support ADA compliance in an objective and comprehensive yet concise manner. Each analysis shall be provided in both hard copy and Adobe PDF electronic format. The initial set of thirty (30) functional job analyses are to be completed by March 31, 2015. Thereafter, additional functional job analyses will be completed as the Port directs.

D. PROPOSAL ELEMENTS & EVALUATION CRITERIA:

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

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

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

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

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

INITIAL EVALUATION PHASE

1. Qualifications & Experience 40 PTS

Proposers must have at least five (5) years of experience providing the services described in this RFP. Must have current CDMS, CRC, or CCM certifications and must possess considerable experience in conducting functional job analysis for the purpose of ADA compliance and post-injury return to work programs. Proposers must have considerable knowledge of Federal and Washington State employment Laws (including ADA) and collective Bargaining Agreements. Identify the proposed team (to include working titles, degrees, certificates and licenses), demonstrate the team's experience in performing the requested services and describe how the team meets or exceeds the required qualifications.

Resumes of the key individuals may be included as an appendix and are not included in the total page count. Resumes are to be limited to one single-sided, letter-size page. Resumes exceeding this limit will not be reviewed.

- a) The Port will evaluate the experience, technical competence and qualifications of the Key Personnel identified, their project specific roles and responsibilities, and overall organization of the project team. Emphasis will be placed on experience and expertise in performing work of similar scope and complexity.
- b) Include a list of recent contracts/projects in the last five years, to include a point of contact, contact information (phone and e-mail), and brief description, for services relevant to the items listed in the Scope of Services as performed by the key personnel. Only projects completed by key members of the project team will be considered.

2. Project Approach Narrative ______30 PTS

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

- a) Accomplishing the Scope of Services: Clearly describe the approaches and methods that will be used to accomplish the tasks required in the scope of services. Include a summary of innovative ideas and suggestions for enhancing the scope of services.
- b) Schedule: Outline the team's experience providing comparable services to organizations whose employees are engaged in diverse industrial activities at multiple sites and across multiple shifts and describe how the team is able to respond to the Port's request for services. The response should address the Proposer's schedule commitments both as respects the initial thirty (30) functional job analysis and the individual functional job analyses which are expected to follow.
- c) Coordination & Communication: Provide a plan for communications and coordination between the Port's project manager and the various supervisors overseeing office and field work.
- d) Samples of completed Job Analysis illustrating the Proposer's preferred work product template.

3. (Compensation	3	30 P	T۶	3

Present detailed information on the firm's proposed fee structure for all resources for the services proposed.

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

All rates quoted shall be:

- a) Fully burdened, including, but not limited to, per diem, administrative overhead, travel, lodging, and transportation (all direct/indirect expenses included);
- b) Quoted in US Dollars;
- c) A flat rate for an initial thirty (30) functional analyses with an individual rate for each additional analysis.
- d) Full cost inclusive of sales tax and other government fees, taxes and charges; and
- e) Valid throughout the contract period unless otherwise amended and agreed to by both parties in writing.

FINAL EVALUATION PHASE (if applicable)

4.	Interviews (as requested by the Port)100 P	TS
	If an award is not made based on the written evaluations alone, interviews may conducted with the top-ranked proposers. Failure to participate in the interviews will result in the Proposer's disqualification from further considerat Travel costs will not be reimbursed for the interview.	/iew

5. References

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.

<u>ATTACHMENT A – INSTRUCTIONS FOR PROPOSING</u>

<u>ATTACHMENT B – PERSONAL SERVICES CONTRACT TEMPLATE & TERMS AND</u> CONDITIONS

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	JULY 14, 2014
Last Day To Submit Questions	JULY 30, 2014
Proposal packets due	AUGUST 15, 2014 @ 2:00 PM (PST)
Short List Consultants*	AUGUST 29, 2014
Interviews (if required)*	WEEK OF SEPTEMBER 8, 2014
Final Selection*	SEPTEMBER 15, 2014
Execute Contract*	OCTOBER 1, 2014

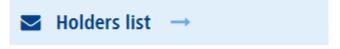
^{*}Dates are tentative.

All status updates on the above solicitation timeline will be announced on the Port's <u>website</u> for this solicitation.

VENDOR OBLIGATION

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

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



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

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

COMMUNICATION / INQUIRES

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

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

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

ADDENDA

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have subscribed to the Holder's List.

SUBMITTAL PROCESS

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

<u>procurement@portoftacoma.com</u>.

Name of Firm, RFP Title (Subject Line)

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

*Late proposals will not be accepted by the Port. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.

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

EVALUATION AND AWARD PROCESS

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

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

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

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

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

Procedure When Only One Proposal is received

In the event that a single responsive proposal is received, the Bidder 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.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Port of Tacoma encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

PUBLIC DISCLOSURE

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the Port and the selected Consultant.

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

www.portoftacoma.com

PERSONAL SERVICES AGREEMENT NO. XXXXXX

PROJECT: Title		
CONSULTANT: Company, Address, City, State, Zip		
PROJECT MANAGER: PM		
PROJECT NO / GL ACCOUNT NO #######		

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 **xxTITLExx** Personal Services (hereinafter referred to as the "Project").

The Port and Consultant mutually agree as follows:

SCOPE OF WORK

The Consultant will

DELIVERABLES

ASSUMPTIONS

COMPENSATION

This will be accomplished on a time and materials basis and will not exceed \$00,000.00 without prior written approval from the 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 third party costs will be paid per paragraph 8 of the attached Terms and Conditions, at cost plus % markup. The hourly rates are as stated in Attachment "A".

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

Consultant agrees to submit timely invoices as the work progresses. Invoices that are submitted for payment 90 days or more after the work was completed are subject to non-payment.

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

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

AGREED

By By Date Date Print Name Title CONSULTANT (LEGAL NAME) By Date Title Print Name Title

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

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.

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

full compensation for performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant as specified in the Agreement. Compensation for vehicle usage will be paid at the current Internal Revenue Service allowable mileage reimbursement rate. Consultant's expenses will be reimbursed at cost, subject to attached guidelines, with the exception of all third party costs which will be reimbursed at cost plus the negotiated percentage markup.

9. Payment Schedule

Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number, title of project, total authorized, total current invoice. balance of authorization, individual's names and titles. hours, hourly rate and authorized expenses itemized, with backup, in accordance with the Port's "Guidelines for Consultant Fees and Reimbursable Items", by the 10th of the month to be paid by the end of the current month, unless other terms are agreed to by the parties.

10. Costs and Disbursements

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

11. Insurance - Assumption of Risk

consideration a) As further determining compensation amounts, the Consultant shall procure and maintain, during the life of this such commercial Agreement, general and automobile liability insurance shall protect as Consultant and any subconsultants

- performing work under this Agreement from claims for damages from bodily injury, including death, resulting there from as well as from claims for property damage which may arise under this Agreement, whether arising from operations conducted by the Consultant, any subconsultants, or anyone directly or indirectly employed by either of them.
- b) With respect to claims other than professional liability claims. Consultant and its subconsultants agree to defend, indemnify and hold harmless the 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.
- 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.

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 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.

Port of Tacoma Guidelines for Consultant Fees and Reimbursable Items

General Considerations

These guidelines are intended to assist consultants in developing fee proposals; exceptions may be appropriate for the particular scope of work and should be specifically negotiated.

Rates and multipliers will remain in effect for the contract term unless renegotiated and agreed to by both parties in a written change order.

No overtime rates of pay will be paid.

Hourly Rates And Expenses

The Port expects that the proposed hourly rates or multiplier of hourly rates include all routine overhead and internal expenses of the consultant. Inclusion of expenses in the hourly rate or multiplier reduces the amount of backup documentation required to support each invoice and expedites payment.

The Port expects that the proposed hourly rate includes the equipment, tools, software and supplies required to perform the work.

Hourly rates should be identified for all classifications anticipated to be itemized on the consultant's invoice.

Reimbursables

The Port will reimburse the following expenses at cost (when appropriate backup is provided):

- Printing of review and final sets of deliverables; all deliverables shall also be provided on formatted disk at no additional charge.
- 2. Postage/shipping cost for deliverables

- 3. Film development
- 4. Mileage at current IRS rate
- 5. Long distance telephone charges
- 6. Computer disks

Project field supplies consumed in the work will be reimbursed at cost plus negotiated markup.

Unless specifically negotiated, the Port will not separately reimburse the firm for routine overhead and internal expenses, including:

- 1. Computer software or hardware usage
- 2. Graphics supplies or plotter use
- 3. Digital camera or batteries usage
- Communications (except long distance) including: Cell phone rental; Fax transmissions; and routine postage or courier.
- 5. Routine reproduction or copying, except for deliverables (see reimbursables)

Lab Samples and Analysis

The unit price should include analytical costs. Sampling should be scheduled to ensure that results are received when required at normal turnaround rates. 24-hour or rush turnaround rates will be paid only when specifically requested by the Port. Lab services provided by a third party will be reimbursed at cost plus negotiated markup.

Subcontracted Services

When specifically negotiated with the Port, subcontracted services will be reimbursed at cost plus negotiated markup.

Invoice Format Guidelines

Invoices must be numbered in a format that shows the firm's unique sequential numbering system for invoicing.

Invoices should show description of work items being invoiced, work order number, Contract number, title of project, total authorized, total current invoice, balance of contract, individual's names and titles, hours at hourly rate, authorized expenses itemized with backup. When applicable, the invoice must show the percentage completion of each task within the scope of work. Payment will not exceed the percentage of work completed.

Attachment "A"

HOURLY RATES

Consultant Project Name PSA No. XXXXXX / Project No./GL Account No. XXXXXXX

<u>Personnel</u> <u>Hourly Rates</u>

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

Reimbursable

Outside Lab services	Cost + Negotiated Markup
Subconsultants	Cost + Negotiated Markup
Mileage (all Vehicles)	Paid at the current IRS allowable
	mileage reimbursement rate

All other fees will be paid per the Port of Tacoma Terms & Conditions and Guidelines for Consultant Fees and Reimbursable Items.

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