



**PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 070943**

**MICROSOFT SHAREPOINT – UPGRADE AND
ON-CALL SUPPORT**

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

RFP INFORMATION	
Contact:	Heather Shadko
Email Addresses:	Procurement@portoftacoma.com
Phone:	253-428-8697
Submittal Date:	AUGUST 6, 2018 @ 2:00 PM (PST)

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND
INCLUDE '**MICROSOFT SHAREPOINT - UPGRADE AND ON-CALL SUPPORT**' IN
THE SUBJECT LINE

PORT OF TACOMA
Request for Proposals (RFP) #070943
MICROSOFT SHAREPOINT – UPGRADE AND ON-CALL SUPPORT

The Port of Tacoma is soliciting proposals from firms interested in providing technical, and support services relating to its transition from Microsoft SharePoint 2013 Server to Microsoft SharePoint Online and related systems and processes. Work will include both the performance of the technical effort to carry out the upgrade/migration effort, as well as optional on-call support, maintenance, and enhancements over the course of the contract.

A. BACKGROUND

Created by Pierce County citizens in 1918, the Port of Tacoma (Port) 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. Formed in 2015, The Northwest Seaport Alliance (NWSA) is a marine cargo operating partnership of the ports of Tacoma and Seattle. The NWSA is the fourth-largest container gateway in North America. To learn more about the NWSA, visit www.nwseaportalliance.com.

The Port of Tacoma has two (2) Microsoft SharePoint web applications. One is the “MyPort” portal, and the other is the “NWSA” portal:

1. The MyPort web application is in Microsoft SharePoint 2010 mode and hosts one (1) site collection. A similar site exists for the Test environment.
2. The NWSA web application is in Microsoft SharePoint 2013 native mode and hosts four (4) site collections with the root or topmost one exposed to the internet for partners’ external user access.

The others are under sub-site branches for the navigational schema. Each has a similar site for its Test environment.

Use of Microsoft SharePoint within both organizations is diverse and includes Contracts, Finance, Commercial Leasing, Operations, Information Technology, Public Affairs, and others, with both an intranet and an extranet presence. The goals of the upgrade/migration from Microsoft SharePoint 2013 to Microsoft SharePoint Online, and the follow-on support, are to:

- Upgrade to the latest release; and migrate to Microsoft SharePoint Online to reduce on-premise infrastructure and reduce future upgrade complexities

B. CONTRACTING DESCRIPTION

The Port intends to award one (1) contract to a single, certified, highly qualified, and experienced vendor to provide technical services associated with upgrading/migrating Microsoft SharePoint Server 2013 to Microsoft SharePoint Online, including follow-on

software support, maintenance, and enhancements relating to Microsoft SharePoint Online. The period of performance of the contract is four (4) years.

Any contract awarded from this RFP is subject to Port of Tacoma Commission approval. The Port does not guarantee all categories of possible services will be used nor does the Port guarantee a specific volume of work under the contract. The Port considers this agreement non-exclusive and reserves the right to solicit contracts to additional vendors for Microsoft SharePoint Online support services as it determines necessary.

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.

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

- Microsoft Software Assurance - Planning Day Certificates

The Port possesses eleven Microsoft Software Assurance - Planning Day certificates. Vendor must be a Microsoft Partner eligible to use these certificates as payment for service days. Vendor must be able to obtain and show proof of eligibility and include such proof in the proposal document. The Port shall use certificates in lieu of other payment methods until certificates are fully expended, or until the Port agrees that no further service days are needed. Additional information for vendors regarding how to obtain eligibility for the program, or how to redeem certificates for payment, may be found at the following link:

<https://partner.microsoft.com/en-US/Marketing/planning-services>

The following documents are attached to this RFP:

Attachment A – Instructions for Proposing

Attachment B – Personal Services Terms and Conditions

Attachment C – Reference Questionnaire

Attachment D – Current Environment – Microsoft SharePoint 2013 Server

Attachment E – On-Call Terms and Conditions

Attachment F – Sample Rate Sheet

C. SCOPE OF SERVICES

This RFP will assess the qualifications of proposing vendors, and then the selected vendor will be asked to collaboratively assess the state of the Port's existing Microsoft

SharePoint systems, followed by designing and developing the migration approach that will then be executed in the vendor's technical effort.

The Port has an existing Premier Support contract with Microsoft Corporation. The Port intends to use the services of a Microsoft Premier Field Engineer (PFE) under this contract to perform a variety of tasks which will include some or all the following: requirements elicitation, design, and migration planning. The proposing vendor will participate in, and collaborate with, the PFE on these activities. Additionally, the PFE will provide the Port with a Systems and Configuration Health check, as well as a Risk Assessment, and advice on Best Practices.

The PFE will also serve as an advisor to the Port over the duration of the upgrade/migration effort, making sure that the Port's technical needs and interests are considered throughout the process.

The PFE's scope remains advisory in nature and thus does not include the performance of the hands-on technical effort to execute the upgrade and migration. Thus, the Port intends to select a Microsoft Partner firm as the Microsoft SharePoint support Vendor to perform this technical effort, utilizing the guidance provided by the PFE.

Following the successful upgrade and migration, the Port anticipates that the services of the PFE will no longer be needed except for ad hoc consultation.

Consequently, in addition to the upgrade/migration technical effort above, the Port will also negotiate a service level agreement (SLA) with the selected Vendor to provide follow-on software break/fix and escalation responses for a contract period of four (4) years, which may also include enhancements undertaken at the Port's discretion.

The Port will select the support vendor based upon the extent of vendor's expertise and experience with the type of technical effort described herein.

The Port expects that the PFE and the Microsoft Partner firm selected for technical support, will collaborate in a harmonious and complementary configuration that makes the most efficient use of the time, skills, and labor of each, and is of greatest benefit to the Port.

- Project management services
 - To liaison with the Port's project manager to coordinate the combined efforts of the PFE and the selected vendor
 - To perform the project management services described herein, vendor must provide a project manager who holds a currently active Project Management Professional (PMP) certification as awarded by Project Management Institute (PMI).
- Business analysis services
 - To collaborate with, and provide assistance to the PFE as needed, in reviewing existing environment, defining requirements, and determining the best approach to the upgrade/migration effort, and optional future enhancements

- Technical and systems enhancement services
 - To execute the upgrade/migration effort and optional future improvements
- Training services
 - To provide training for end users and Port technical staff for the new Microsoft SharePoint environment and for other Microsoft SharePoint training needs during the support phase.
- Documentation services
 - To document new processes and configurations
- Break-fix, escalation, and systems maintenance services
 - To provide for ongoing support per a service level agreement to be negotiated, and to provide for other services as needed

D. CONTRACT DELIVERABLES

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

- Upgraded and Migrated Microsoft SharePoint Environment:
 - A written assessment of the current state of the Port's SharePoint environment, and a written design for the approach to optimally migrate the environment to the Cloud, using best practices, and with an eye to the quality of the end user experience.
 - Upgrade and migration activity executed with minimal disruption to end user work activity.
 - An upgraded and migrated Microsoft SharePoint Online production environment that includes all Port-defined existing data content, all sites, and site collections, and with no loss in functionality or operability.
 - A similar Microsoft SharePoint Online test environment where future enhancements and break/fixes can be tested before deployment.
 - Successful pass of user acceptance testing (UAT). User Acceptance Testing will include compatibility/pass-through testing with other applications that interface to Microsoft SharePoint, including Microsoft Office 365 (with the Office 365 Security & investigation suite of tools located in Exchange Online and SharePoint Online), and Microsoft Dynamics 365 CRM, and e-Builder by Trimble, Inc.
- Project management services:
 - Project management plans to address scope, schedule, and budget
 - Work breakdown structures (WBS) detailing all deliverables, milestones, schedule, project tasks, dependencies, and resource assignments
 - Weekly and Monthly Status reports

- Business analysis services:
 - Co-authorship as needed, to collaborate with the PFE in producing destination environment design and configuration documentation
 - Co-authorship as needed, to collaborate with the PFE in producing a Business Requirements Document (BRD) of the approach and solution for the upgrade/migration effort
- Technical and systems enhancement services:
 - Test result set from vendor's technical testing
 - Technical staff test plans
 - User acceptance test plans
 - Source code, where applicable
- Training services:
 - Technical and end user training classes related to upgrade/migration
 - Syllabus, handouts, slides, other media that was customized for the Port
 - One-off technical and end user training as required, during support phase
- Documentation services:
 - Configuration diagrams
 - Source code, where applicable
 - Process flows
 - Instruction sets
- Break/fix, escalation, and systems maintenance services
 - Technical support services including break/fix, escalation, systems maintenance, and further enhancements at the Port's discretion, delivered within the terms of an agreed and documented Service Level Agreement (SLA).
 - The SLA will be negotiated with the selected vendor from this RFP, immediately upon the successful completion of the upgrade and migration effort described herein.
 - Use of Port's software-based Issue Tracking System (Track-It) for the logging, management and closure of all issues and resolutions with comprehensive triage and disposition notes
- Miscellaneous:
 - Annually, a report detailing the product Road Map for Microsoft SharePoint Online including integration with Office 365
 - Other related services as required

E. 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. The written proposals should be prepared in the sequential order as outlined below.

Proposals are limited to 20 pages (8 ½ by 11 inch) including the cover letter and all appendices. All pages shall be in portrait orientation with 1 inch margins. Font size shall be 11 points or larger. 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-consultants and key team members.
- A statement indicating acceptance of the Port's Terms and Conditions and acknowledgement of any addenda issued.
- A statement certifying that the vendor is a Microsoft Partner with current eligibility to accept and redeem for payment, Microsoft Software Assurance, Planning Days Certificates, with a photocopy of a certificate or letterhead document issued by Microsoft, to be included with the proposal.

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

INITIAL EVALUATION PHASE

1. General Qualifications & Business Experience **30 PTS**

Describe the general qualifications and business experience of the firm submitting the proposal, including:

- Length of time in business; length of time offering software and services like those proposed; market/vertical specializations; business history, including patterns of growth, mergers, or acquisitions; office locations; number of customers; location of the office that will be primarily responsible for executing the proposal.
- Number and experience of staff; staffing model, including identifying the level to which the consultants used are permanent staff, or contractors who are self-employed, or represent a contracting firm. Details of the proposed project team, including summarized resumes containing work history, experience, and certifications.
- Provide detailed descriptions of a minimum of three projects similar in nature to the Port's project conducted by the submitting firm. Include the scope,

duration, and outcome of the projects, including any changes that occurred to planned schedule or budget.

2. Work Approach **40 PTS**

- **Assumption & Risks:** Describe the initial assumptions made in approaching an upgrade/migration effort for the software and systems described in Attachment D of this document, for an organization such as the Port. Describe factors the consultant believes could typically be risks to the successful completion of such a project and likely mitigation strategies. Provide a sample risk register. Describe the techniques the consultant would employ to prevent budget, schedule, or scope creep for a project of this type.
- Based on experience with previous customers having similar needs, and the responses written for the assumption and risk sections (see above bullet points), describe the consultant's project management approach. Provide a sample plan for communications and coordination between the Consultant's team and the Port. Include a draft project plan that would be typical of an upgrade/migration effort of this kind, and include likely project phases, milestones, tasks, resources required (both consultant and Port) and likely task durations.
- Based on experience with previous customers having similar needs, and the technical data provided in Attachment D of this document, describe the consultant's approach to designing the optimal technical effort. Include a draft upgrade/migration plan, and include typical testing and cutover plans. Include a summary of innovative ideas and suggestions for enhancing the scope of services.
- **Break-fix, escalation, and software maintenance:** Define the consultant's experience providing these technical services and describe the organizational support structures and processes established. Describe the consultant's considerations for onsite or remote access performance of support tasks.

2. Compensation **30 PTS**

Present detailed information on the firm's proposed recurring and non-recurring costs for services proposed.

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

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

FINAL EVALUATION PHASE (if applicable)

3. References 20 PTS

If the Port chooses to conduct a Final Evaluation Phase, the top 3 ranked firms will ensure completion of a minimum of 3 references, up to a maximum of 5 references submitted using Attachment C. All references must be received by the Port by the Interview 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.

4. 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.

ATTACHMENTS

ATTACHMENT A – INSTRUCTIONS FOR PROPOSING

ATTACHMENT B – PERSONAL SERVICES TERMS AND CONDITIONS

ATTACHMENT C – REFERENCE QUESTIONNAIRE

ATTACHMENT D – CURRENT ENVIRONMENT - MICROSOFT SHAREPOINT 2013 SERVER

ATTACHMENT E- ON-CALL TERMS AND CONDITIONS

ATTACHMENT F – SAMPLE RATE SHEET

RFP PROCESS

SOLICITATION TIMELINE:

Issuance of RFP	JULY 12, 2018
Last Day To Submit Questions	JULY 27, 2018
Bid packets due	AUGUST 6, 2018 @2:00 PM (PST)
Review/Shortlist*	AUGUST 28, 2018
Interviews (if required)*	WEEK OF SEPTEMBER 10TH
Final Selection*	SEPTEMBER 2018
Execute Contract*	SEPTEMBER 2018**

*Dates are tentative.

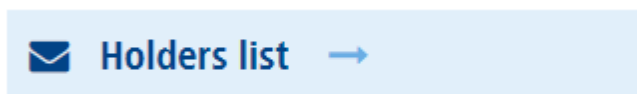
**Dependent on Commission approval.

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

VENDOR OBLIGATION

Port of Tacoma Request for Proposals 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 disqualified from consideration.

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

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

ADDENDA

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

procurement@portoftacoma.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 Port. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

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

EVALUATION AND AWARD PROCESS

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

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

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

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

Procedure When Only One Proposal is received

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

GENERAL INFORMATION

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

COSTS BORNE BY PROPOSERS

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

PROTEST PROCESS

A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com.

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

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

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

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Port of Tacoma encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a

Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

PUBLIC DISCLOSURE

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

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

PERSONAL SERVICES AGREEMENT NO. 070943

PROJECT: Microsoft Sharepoint-Upgrade and On-Call Support

CONSULTANT: Company, Address, City, State, Zip

PROJECT MANAGER: PM **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 Microsoft Sharepoint-Upgrade and On-Call Support 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 fully burdened, fixed 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 invoices shall 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

PORT OF TACOMA

CONSULTANT (LEGAL NAME)

By _____
Name
Title Date

By _____
Date

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:

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

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.

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. 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 all 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

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 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.

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 Port in writing within ten (10) days of receipt of notice of coverage being suspended, voided, cancelled or materially reduced. The Port 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 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 “A”

HOURLY RATES

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

<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.

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

ATTACHMENT C

REFERENCES QUESTIONNAIRE

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 reference 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.

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.

c. Enter the RFP Closing date and time in Instruction 5 (see the INSTRUCTIONS block.)

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: 070943

RFP Title: Microsoft SharePoint-Upgrade & On-Call Support

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 an actual signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

Procurement Representative: Heather Shadko

E-mail: procurement@portoftacoma.com
5. This completed document **MUST** be received no later than August 6, 2018@2:00PM (Pacific Time). Reference documents received after this time will not be considered. **References received without an actual 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
RFP Number: 070943

RFP Title: Microsoft SharePoint-Upgrade & On-Call Support

E-mail: procurement@portoftacoma.com

Reference Firm Name	
Reference Name	
Project Name /Year work done	
Generally describe the nature of the project, including the Contract term and cost.	
Is the Project Demonstrating Experience of a Key Individual? If So, Who?	
1. Was the work completed within schedule & within budget? If not, explain.	
2. How would you rate the quality of work provided? <i>1 poor – 10 outstanding</i>	
3. Would you hire them again? Why or why not?	

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

ATTACHMENT A - Current Environment – Microsoft SharePoint 2013 Server

Port of Tacoma Current Microsoft SharePoint 2013 Intranet & Extranet Environment

PRODUCT AND VERSION:

Microsoft SharePoint Server 2013 Enterprise Edition

LICENSES:

- Quantity of 2, Microsoft SharePoint Server 2013 Enterprise Edition licenses
- Quantity of 355, E5 User licenses

Website INSTANCES:

Production and Test Environments or Instances:

<http://myport.tac.port> (MyPort) <https://myporttest.portoftacoma.com>
<https://portal.nwseaportalliance.com> (NWSA) <https://portaltest.nwseaportalliance.com>
<https://extranet.nwseaportalliance.com> <https://extranetest.nwseaportalliance.com>

Note that MyPort site is Microsoft SharePoint 2010 site running on Microsoft SharePoint 2013 install but in Microsoft SharePoint 2010 mode and has only one site collection, while the NWSA Portal is on Microsoft SharePoint 2013 version and has a few site collections.

STORAGES:

1. MyPort Intranet has only one site collection and currently used: 116 GB
2. NWSA Portal has a few site collections with the main one used 55GB

There are also Microsoft SharePoint Enterprise Search databases on a second instance of SQL Server, as well as Microsoft SharePoint 2013 Workflow Server/Manager databases.

Web and Application Servers Used in the Microsoft SharePoint 2013 Farm Configurations:

- 2 Web front-end Servers, in Windows Server Network Load Balance (NLB) configuration
- 2 Application Servers, where Microsoft SharePoint Central Administration website is located
- 2 Enterprise Search Servers
- 1 Microsoft SharePoint 2013 Workflow Server/Manager (bound but not used)
- 2 OWA Servers, which are maintained by Infrastructure team for Exchange and Skype uses as well, are bound by the Microsoft SharePoint 2013 farm

Note that the same set of servers in similar setup was deployed in the Test environment, besides an additional development box used to build the FBA custom login page for the NWSA extranet site.

NOTE: Additional, more detailed configuration information will be made available after Vendor has been selected, and a non-disclosure agreement (NDA) has been signed by Vendor.


Alternate Access Mappings

Edit Public URLs Add Internal URLs Map to External Resource			Alternate Access Mapping Collection: Show All		
Internal URL	Zone	Public URL for Zone			
http://pspv030.tac.port:65000	Default	http://pspv030.tac.port:65000			
http://myport.tac.port	Default	http://myport.tac.port			
https://portal.nwseaportalliance.com	Default	https://portal.nwseaportalliance.com			
http://portal.nwseaportalliance.com	Default	https://portal.nwseaportalliance.com			
https://extranet.nwseaportalliance.com	Extranet	https://extranet.nwseaportalliance.com			
http://extranet.nwseaportalliance.com	Extranet	https://extranet.nwseaportalliance.com			

CUSTOMIZATIONS:

- Custom login page for Form-Based Authentication used with <https://extranet.nwseaportalliance.com> for external users
- Custom theme and master page for MyPort Intranet site

Welcome to the Northwest Seaport Alliance Portal Site. The Northwest Seaport Alliance is a marine cargo operating partnership of the ports of Seattle and Tacoma. Combined, the ports are the third-largest container gateway in North America. Regional marine cargo facilities also are a major center for bulk, breakbulk, project/heavy-lift cargoes, automobiles and trucks.



Please Sign in to the NWSA Portal Site

User Name

Password

☐ Remember Me

If you need an account or are having trouble signing in, please contact us at servicedesk@nwseaportalliance.com.

INTEGRATIONS

- Microsoft SharePoint 2013 farm is bound to the Office Web App Server 2013 (Also used and maintained by Exchange and Skype team)

- There used to be a site collection for document storage used by CRM, however, the latter has been upgraded to the cloud and no longer links to this document center.

Port of Tacoma On-Call Terms and Conditions

1. Definitions Supplementary Conditions

Task Order – The document that memorializes agreement between the Consultant and the Port, in accordance with the terms of the On-Call Contract. Task Orders are executed for defined work under the On-Call Contract.

Contract Owner - Port staff member responsible for managing the On-Call Contract and executing all Task Orders.

Project Manager - Port staff member responsible for managing a specific Task Order.

Consultant Representative – The Consultant staff member(s) delegated the authority to provide signature approval for Task Orders under the On-Call Contract.

2. Task Order Proposals

The Project Manager will request consultant to provide a fee proposal for a scope of work requested by the Port.

The Port will not pay for time or materials associated with development of fee proposals, unless such costs are approved by the Project Manager and Contract Owner in advance.

Task Order proposals shall be signed and submitted by the Consultant Representative to the Port's Project Manager in writing. Proposals shall include one of the following:

A. Lump Sum Proposal

- i) Description of Task Order scope and deliverables, including all inclusions and exclusions to the scope.
- ii) Indicate portion of total dollar amount tied to certain phases and/or specific deliverables, if requested by the Project Manager.
- iii) Total dollar amount

OR

B. Time and Materials Proposal

- i) Description of Task Order scope and deliverables.
- ii) Consultant's Personnel Titles and Rates as negotiated.
- iii) Hours per person per task.
- iv) Sub-tier consultant scope and deliverables (when applicable).
- v) Anticipated reimbursable costs.
- vi) Total proposal with Not to Exceed dollar amount.

3. Task Order Execution

Executed Task Orders will be issued by the Contract Owner to the Consultant.

4. Task Order Revision

Revisions include when the Consultant becomes aware of the potential to exceed the executed amount or when changes are requested by the Project Manager.

Consultant shall provide a revised proposal detailing all revisions per 2A and B above. Consultant shall not proceed with changed work until a revised Task Order is executed by the Contract Owner.

5. Payment Schedule

Each Task Order shall be invoiced separately. Consultant shall submit detailed invoices showing the following:

- A. Invoice Number, Contract number, Title, Task Order Number and Title.
- B. Summary page with a brief description of work completed during the invoice period, deliverables provided during the invoice period, and forthcoming milestones / deliverables.
- C. Current Amount Due:
 - i) For Lump Sum Task Orders: Percentage of work complete, percentage of completed work billed.
 - ii) For Time and Materials Task Orders: titles, hours, hourly rates, and all expenses itemized, with backup, in accordance with the contract.
- D. Total amount of the Task Order, and balance of Task Order amount.
- E. Indicate “**Final Invoice**” when invoice is the final billing for that Task Order.

6. Task Order Closure

When work has been completed and final invoice processed by the Port, the Contract Owner will issue a Task Order Completion Notification to the Consultant Representative.

7. Task Order Termination

The Port may terminate the Task Order at its convenience with or without cause. In such case, the Consultant shall be paid for all work performed and reasonable expenses properly incurred in connection with the termination.

Attachment F

HOURLY RATES

Consultant
Microsoft SharePoint-Upgrade & On-Call Support
PSA No. 070943

Personnel

Hourly Rates

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.

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